City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, July 3, 2018 | 6:00 PM | Council Chambers

CITY COUNCIL
CLOSED SESSION

5:30PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)
Properties: Yolo County Assessor's Parcel Numbers 066-270-055 and 042-580-019
Agency Negotiators: City Manager, Assistant City Manager, City Engineer, Fire Chief, Community Services Director, City Attorney
Negotiating Parties: Woodland Joint Unified School District
Under Negotiation: Price and terms of payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

July 3, 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 June 5, 2018

   Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 5, 2018.

3. Commission on Aging Minutes for May 17, 2018

   Staff recommends that the City Council receive the May 17, 2018 Commission on Aging meeting minutes.

4. Parks & Recreation Commission Meeting Minutes for May 21, 2018

   Staff recommends that the City Council receive the May 21, 2018 Parks & Recreation Commission Meeting Minutes.

G. PRESENTATIONS

5. Chamber of Commerce 2018 Annual Report Presentation

   Staff recommends that the City Council receive a presentation from Mark Ullrich, Chamber President and Kristy Wright, Chamber Executive Officer.

H. CONSENT CALENDAR

6. Approve Sole Source Finding and Award Construction Contract for the Replacement of Broken Raw Sewage Pumps at WPCF Headworks, CIP 14-02

   Staff recommends that the City Council adopt Resolution No. _____, for:
   1. Making a finding designating certain products, things, or services by Evoqua Water Technologies LLC to be required for the continued functionality of the existing raw sewage headwork pumps; and
   2. Authorizing the City Manager to award a construction contract with Evoqua Water Technologies LLC for construction services in the amount of $89,865 for the Water Pollution Asset Replacement (Headworks Screwpumps #1 and #2) Project.

7. Municipal Election - November 6, 2018

   Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election for November 6, 2018 to fill two seats on the City Council via by-district elections, requesting the Yolo County Board of Supervisors to consolidate the Elections with the General Municipal Election and any other elections, and directing the County Election's Official to provide services in relation to the Election.

8. Approve the City of Woodland Salary Schedule effective July 1, 2018

   Staff recommends that the City Council approved the revised Salary Schedule effective July 1, 2018.

9. Amendment to Asset Management Services Agreement for Solar Facilities

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the First Amendment to the solar facilities Asset Management Services Agreement with TerraVerde Energy, LLC.

10. Appointment of Member to Manufactured Homes Fair Practices Commission

    It is recommended that the City Council appoint Kathy Trott as a regular member to the Manufactured Homes Fair Practices Commission.

I. PUBLIC HEARINGS

11. PUBLIC HEARING - Fire Department Fee Schedule Adjustment

    Staff recommends the City Council (1) hold a public hearing; (2) consider the updated Fire Department Fee Schedule; and (3) adopt Resolution No. _____, adopting a new fee for engine company safety inspection and adopting the updated Fire Department Fee Schedule that increases some fees and decreases others.

J. REPORTS OF THE CITY MANAGER

12. Introduce Ordinance related to the Regulation of Shopping Carts

    Staff recommends that the City Council introduce an ordinance amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of the Woodland Municipal Code regarding mandatory containment systems and impound procedures applicable to shopping carts taken from retail establishments.

13. Woodland Regional Park Site - Lease Agreement with Explorit

    Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and approved Resolution No. _____, authorizing the City Manager to execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center.

14. Approve NB I-5/SB SR 113 Interchange Cooperative Agreement Amendment

    Staff recommends that the Council approve the Cooperative Agreement Amendment with State of California Department of Transportation (Caltrans), and adopt Resolution No. _____, authorizing the City Manager to sign the agreement on behalf of the City.

15. Appointment to Yolo County Housing Authority

    Staff recommends that the City Council appoint a primary member to the Yolo County Housing Authority.

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 July 3, 2018 was posted on June 29, 2018 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such request must be made in writing to the Office of

the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 3, 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

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.

ATTACHMENTS:

Description	Upload Date	Type
Long Range Calendar	6/29/2018	Exhibit

UPDATED COUNCIL LONG RANGE CALENDAR

JULY 17th **REGULAR MEETING**

Consent Calendar
Final Acceptance and Notice of Completion for Spring Lake N3 Park, CIP #15-05
Final Acceptance and Notice of Completion for Spring Lake N1 Park, CIP #17-10
Final Acceptance and Notice of Completion for 2018 ADA Improvement Project, CIP #18-03
Side-Letter Agreement(s) for Applicable MOU's re CalPERS Prepayment of Unfunded Liability
Approve Sale and Related Documents for SL CFD 2004-1, Special Tax Bonds, Series 2018
2nd Reading Shopping Cart Ordinance

Public Hearings
Public Hearing – Waste Management Liens
Community Development Block Grant (CDBG) Public Hearing

Regular Calendar
Update on City Homeless Action Plan Initiatives:

- Homless Outreach Streat Team (HOST) Update
- Expanding Temporary/Emergency Shelter Options
- Permanent Supportive Housing Project

SUMMER RECESS – JULY 18 TO AUGUST 20

AUGUST 21st **REGULAR MEETING**

City Council Meeting Minutes of July 3, 2018 and July 17, 2018
Board and Commission Ordinance Amendments
1st Reading Ag Mitigation Ordinance

Future Topics / Study Sessions:
Housing / Homeless Study Session
Urban Forestry Master Plan
Tree Preservation Ordinance Update
Animal Control Ordinance – Ferel Cats
Non-Conforming Use Zoning Update

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 3, 2018
ITEM #: 2.
SUBJECT: City Council Meeting Minutes of June 5, 2018

Recommendation for Action:
Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 5, 2018.

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Draft CC Minutes of June 5, 2018	6/29/2018	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, June 5, 2018

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 Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)
Properties: Yolo County Assessor's Parcel Numbers 066-270-055 and 042-580-019
Agency Negotiators: City Manager, Assistant City Manager, City Engineer, Fire Chief, Community Services Director, City Attorney
Negotiating Parties: Woodland Joint Unified School District
Under Negotiation: Price and terms of payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

June 5, 2018
6:00 PM

VIDEO **A. CALL TO ORDER**

VIDEO **B. ROLL CALL**

All Council Members present.
Present: Barajas, Davies, Fernandez, Rodriguez and Stallard

VIDEO **C. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Sam Kennedy.

VIDEO **D. COMMUNICATIONS-PUBLIC COMMENT**

Jackie Reynaud spoke regarding grievance with City of Woodland.
Lori Ross thanked the City Council for their support to United Way.

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

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 May 1, 2018 and May 15, 2018

   Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 1, 2018 and May 15, 2018.

3. Commission on Aging Minutes for February 15, 2018

   Staff recommends that the City Council receive the February 15, 2018 Commission on Aging meeting minutes.

VIDEO 4. Parks & Recreation Commission Meeting Minutes for April 23, 2018

   Staff recommends that the City Council receive the April 23, 2018 Parks & Recreation Commission Meeting Minutes.

Council Members adopted corrected minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 1, 2018 and May 15, 2018 and received Commission on Aging meeting minutes of February 15, 2018 and Parks & Recreation meeting minutes of April 23, 2018.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Motion

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO **G. PRESENTATIONS**

VIDEO 5. Proclamation Honoring Michael Rooke-Ley

   Staff recommends that the City Council adopt a Proclamation Honoring Michael Rooke-Ley.

Mayor Fernandez presented the Proclamation to Michael Rooke-Ley.

VIDEO 6. Woodland Police Department - Community Outreach Initiatives

   Staff recommends that the City Council receive a presentation from Chief Luis Soler on the community outreach initiatives of the Woodland Police Department.

Chief Luis Soler gave a presentation to Council on the UNIDOS program.

VIDEO **H. CONSENT CALENDAR**

7. Approval of SLIF Reimbursement Agreement with Spring Lake Housing Associates, L.P., a California Limited Partnership (Mutual).

   Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council approving a SLIF Reimbursement Agreement with Spring Lake Housing Associates, L.P., a California Limited Partnership (Mutual).

Adopted Resolution No. 7082, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A SLIF REIMBURSEMENT AGREEMENT

WITH SPRING LAKE HOUSING ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP.

8. Adult Sports Program Fee Adjustment

   Staff recommends that the City Council adopt Resolution No. _____, authorizing a maximum fee for three adult sports programs.

Adopted Resolution No. 7083, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INCREASING THE FEES THE CITY CHARGES FOR THE ADULT SPORTS PROGRAM.

9. Final Acceptance and Notice of Completion for Harter Avenue Sewer Rehabilitation, CIP #17-18

   Staff recommends that the City Council approve Resolution No. _____, accepting the Harter Avenue Sewer Rehabilitation, CIP #17-18, construction project as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 7084, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR HARTER AVENUE SEWER REHABILITATION (CIP #17-18).

10. Authorize a $14,736.74 Budget Appropriation to the Vehicle Replacement Budget

    Staff recommends that the City Council approve Resolution No. _____, authorizing a $14,736.74 budget appropriation to the Vehicle Replacement Budget (012-084-7841-5545) towards the purchase of a new trailer for the Community Services Department.

THIS ITEM WAS PULLED FROM THE CONSENT CALENDAR AND WILL COME BACK AT A FUTURE DATE.

11. Professional Services Agreement for Adult Softball Officiators

    Staff recommends that the City Council authorize the City Manager to execute a professional service agreement with Greater Sacramento Softball Association (GSSA) in the amount of $75,000 each fiscal year for providing officiating services for a 3-year agreement.

Adopted Resolution No. 7085, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE YEAR PROFESSIONAL SERVICES AGREEEMENT WITH THE GREATER SACRAMENTO SOFTBALL ASSOCIATION IN THE AMOUNT NOT TO EXCEED $75,000 EACH FISCAL YEAR.

VIDEO 12. Conflict of Interest Code - 2018 Mandatory Review

    Staff recommends that the City Council direct the City Clerk to review the City's Conflict of Interest Code and report to Council should changes be necessary.

Directed City Clerk to review the City's Conflict of Interest Code.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members approved Consent Calendar Items No. 7 through 12 minus Item No. 10 that was removed and will come back at a future meeting.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO **I. PUBLIC HEARINGS**

VIDEO

13. Extension of an Urgency Ordinance Establishing an Interim Zoning Ordinance to Ensure Consistency with the 2035 General Plan

    Staff recommends that the City Council:
    1. Hold a public hearing to receive a staff report regarding the Ordinance adopted by the City Council on May 1, 2018; and
    2. Issue a Report on the Measures Taken to Alleviate the Condition which Led to the Adoption of the Ordinance; and
    3. Adopt an Ordinance by a Four- Fifths Vote Extending Ordinance No. 1634 for an additional 22 months and 15 days, to April 29, 2020, an Interim Zoning Ordinance to ensure consistency with the 2035 General Plan.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members held a public hearing and adopted Ordinance No. 1635, AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND PURSUANT TO GOVERNMENT CODE SECTION 65858 EXTENDING THE PHASE I/INTERIM ZONING ORDINANCE (ORDINANCE NO 1634) FOR AN ADDITIONAL TWENTY TWO MONTHS AND FIFTEEN DAYS, THEREBY ENSURING CONFORMANCE WITH THE 2035 GENERAL PLAN AND 2035 CLIMATE ACTION PLAN.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO

14. Patio Cover Ordinance

    Staff recommends that the City Council:
    1. Conduct a public hearing; and
    2. Waive the first reading of an Ordinance deleting subdivision (3) of Section 25-25-30 and adding section 25-21-12 to the City of Woodland Municipal Code relating to Zoning Standards for Patio Covers, Sunshades, and Similar Structures; and
    3. Schedule the second reading and adoption of the Ordinance for the June 19, 2018 City Council meeting.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members conducted a public hearing and waived the first reading of an Ordinance deleting subdivision (3) of Section 25-25-30 and adding section 25-21-12 to the City of Woodland Municipal Code relating to Zoning Standards for Patio Covers, Sunshades and Similar Structures.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

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

VIDEO 15. Approve Plans & Specifications, and Authorize Bid Advertisement for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16

Staff recommends that the City Council approve Resolution No. _____, to:

1. Authorize the creation of CIP 19-16, 2018 Dog Gone Alley Water and Sewer Replacement Project; and
2. Approve the plans and specifications and authorize bid advertisement for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

On a motion by Council Member Davies, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 7086, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE 2018 DOG GONE ALLEY WATER AND SEWER REPLACEMENT PROJECT, CIP #19-16.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO 16. Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP)

Staff recommends that the City Council:

1. Receive staff presentation; and
2. Accept public comments; and
3. Adopt Resolution No. _____, considering the Yolo HCP/NCCP Final EIS/EIR Pursuant to CEQA Guidelines 15096, Including Adoption of Findings of Fact and Other Actions Required by CEQA for Responsible Agencies (Attachments A, A1 and A2); and
4. Adopt Resolution No. _____, 1) Adopting the Final HCP/NCCP; 2) Certifying the Yolo HCP/NCCP as Consistent with the City of Woodland 2035 General Plan; and 3) Authorizing the City Manager to Execute the Implementing Agreement with the USFWS, CDFW, Yolo Habitat Conservancy, Yolo County, and the cities of Davis, West Sacramento, Woodland, and Winters(Attachments B, B1 and B2); and
5. Introduce, waive first reading, and receive public comment on an Ordinance providing for Implementation of the Yolo HCP/NCCP, Including Related Procedures and Fees; direct staff to schedule the ordinance for second reading and adoption and the next regularly meeting of the City Council (Attachment C); and
6. Approve execution of the First Amended and Restated Joint Powers Agreement for the Yolo Habitat Conservancy, reflecting the transition to Plan implementation (Attachment D); and
7. Direct staff to file a CEQA Notice of Determination.

On a motion by Council Member Barajas, seconded by Mayor Pro Tem

Rodriguez and carried unanimously, Council Members adopted Resolution No. 7087, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CONSIDERING THE FINAL ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT FOR THE YOLO HABITAT CONSERVATION PLAN/NATURAL COMMUNITY CONSERVATION PLAN PURSUANT TO SECTION 15096 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, INCLUDING ADOPTION OF FINDINGS OF FACT, AND OTHER ACTIONS REQUIRED BY CEQA FOR RESPONSIBLE AGENCIES.

AYES: Barajas, Davies, Fernandez, Rodriguez and Stallard

On a motion by Council Member Barajas, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 7088, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE FINAL YOLO HABITAT CONSERVATION PLAN/NATURAL COMMUNITY CONSERVATION PLAN.

AYES: Barajas, Davies, Fernandez, Rodriguez and Stallard

On a motion by Council Member Davies, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members introduced, waived first reading and received public comment on an Ordinance providing for Implementation of the Yolo HCP/NCCP, Including Related Procedures and Fees.

AYES: Barajas, Davies, Fernandez, Rodriguez and Stallard

On a motion by Mayor Pro Tem Rodriguez, seconded by Council Member Stallard and carried unanimously, Council Members approved the execution of the First Amended and Restated Joint Powers Agreement for the Yolo Habitat Conservancy, reflecting the transition to Plan Implementation.

AYES: Barajas, Davies, Fernandez, Rodriguez and Stallard

On a motion by Council Member Barajas, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members directed staff to file a CEQA Notice of Determination.

AYES: Barajas, Davies, Fernandez, Rodriguez and Stallard

VIDEO

17. Approval of the Measure F Spending Plan

    Staff recommends that the City Council adopt Resolution No. _____, approving the Measure F Spending Plan.

Adopted Resolution No. 7089, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE UPDATED MEASURE F SPENDING PLAN.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Motion

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

18. FY2018/19 Proposed Budget

Staff recommends that the City Council receive a continuing presentation related to FY 2018/19 Proposed Budget and funding recommendations.

THIS ITEM WAS INADVERTENTLY LEFT OUT OF THE AGENDA. Discussion was included with Item No. 17, Approval of the Measure F Spending Plan.

VIDEO **K. ADJOURN**

Meeting adjourned at 8:15PM.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 3, 2018
ITEM #: 3.
SUBJECT: Commission on Aging Minutes for May 17, 2018

Recommendation for Action:
Staff recommends that the City Council receive the May 17, 2018 Commission on Aging meeting minutes.

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

Discussion:
The Commission on Aging met on June 21, 2018 and approved the May 17, 2018 meeting minutes.

Conclusion:
Staff recommends that the City Council receive the May 17, 2018 Commission on Aging meeting minutes.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
20180517 COA Minutes	6/25/2018	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Commission on Aging Meeting Minutes

Thursday, May 17, 2018

3:00 PM
2001 East Street

A. CALL TO ORDER

B. ROLL CALL

Absent: Weesner

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS–COMMISSION/STAFF STATEMENTS AND REQUESTS

E. NEW BUSINESS

1. Discuss Change of Date/Time of Meeting

Commission will revisit if time does not work for Commissioner Regan Overhot.
On a motion by Regan Overholt, seconded by Heidi Wheeler and carried unanimously, Motion to change COA meeting from 3 p.m. to 4 p.m. beginning at the June meeting.

Ayes: Campbell, Kelley, Overholt, Wheeler

Absent: Weesner

F. REGULAR CALENDAR

2. Comimittee Reports

Chair Campbell reported on the new handicap parking, 10 new spots added. Chair Campbell would still like handicap spaces added across front entrance.

3. Work Plan Assignments

Intergenerational Project: Commissioner Overholt will come to next meeting with ideas.

Speaker: Staff has been working on this.

Senior Resource Fair: Commissioner Overholt will not be there. Commissioners will arrive at 8 a.m.

Technology for Seniors: Chair Campbell will ask computer club representative to come to next meeting. Chair Campbell will discuss with them hours of operation and possibly expanding hours. Tringali will explore summer youth program to help with technology.

Handicap Parking: Completed.

4. Approve February 15, 2018 Minutes

On a motion by Heidi Wheeler, seconded by Regan Overholt and carried unanimously, Motion to accept the minutes as written.

Ayes: Campbell, Kelley, Overholt, Wheeler

Absent: Weesner

5. Consider Commissioner Request for Excused Absences from Future Meetings

On a motion by Regan Overholt, seconded by Terry Kelley and carried unanimously, Motion to accept Commissioner Terry Kelley's absence from the June 2018 meeting.

Absent: Weesner

G. REPORT OF THE STAFF

6. Monthly Senior Center Report

Tringali presented staff report. Provided information on tax aide for 2017 taxes, Teens Helping Seniors will be offered for 10 weeks with the annual Spaghetti feed taking place on July 18, 2018. Tringali provided update on new program "Brains and Balance Training".

H. COMMUNICATIONS-PUBLIC COMMENT

I. AGENDA ITEMS FOR NEXT MEETING

Revisit time change
Revisit Work Plan-Technology
Update on SRF

Absent: Weesner

J. ADJOURN

On a motion by Regan Overholt, seconded by Terry Kelley and carried unanimously, Motion to adjourn at 4:10 p.m.

Ayes: Campbell, Kelley, Overholt, Wheeler

Absent: Weesner

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 3, 2018
ITEM #:	4.
SUBJECT:	Parks & Recreation Commission Meeting Minutes for May 21, 2018

Recommendation for Action:
Staff recommends that the City Council receive the May 21, 2018 Parks & Recreation Commission Meeting Minutes.

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

Discussion:
The Parks & Recreation Commission held their last meeting on June 25, 2018. At this meeting they approved the meeting minutes from May 21, 2018.

Conclusion:
Staff recommends that the City Council receive the May 21, 2018 Parks & Recreation Commission Meeting Minutes.

Prepared By: Kris Bain, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Parks & Recreation Commission Meeting Minutes May 21, 2018	6/26/2018	Cover Memo

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Parks and Recreation Commission Meeting Minutes

Monday, May 21, 2018

6:30 PM

Council Chambers

A. Call to Order

Absent: White-Snyder

B. Roll Call

Absent: White-Snyder

C. Pledge of Allegiance

D. Communications - Public Comment

E. Communications - Commission/Staff Statements and Requests

F. Presentation

G. New Business

1. Work Plan 2018/2019

Reviewed work plan. Discussed Clark Field volunteers.

2. Consideration of Off-Leash Dog Permits

On a motion by Andrew Foraker, seconded by Rashid Ali and carried unanimously, Motion approve staff's recommendation to not move forward with pursuing an off-leash dog permitting process. Additionally, the Commission would like the City to consider the development of additional Dog Parks.

Ayes: Ali, Foraker, Singh, Valcarenghi

Absent: White-Snyder

H. Committee Reports

3. Standing Committees
    - Facilities Committee
    - Budget & Finance Committee
    - Program & Department Evaluation Committee
    - Urban Forest Committee
    - Ad Hoc Committee
    - Volunteerism Committee

I. Consent Calendar

4. Approve April 23, 2018 Minutes

On a motion by Andrew Foraker, seconded by Rashid Ali and carried unanimously, Motion to accept minutes as written.

Ayes: Ali, Foraker, Singh, Valcarenghi

Absent: White-Snyder

J. Other Business

5. Commission Absent Requests

None

K. Report of the Staff

6. CSD Staff Report May 21, 2018

Absent: White-Snyder

L. Next Meeting

7. June 25, 2018

M. Adjourn

On a motion by Rashid Ali, seconded by Andrew Foraker and, Motion to adjourn at 7:25 p.m.

Ayes: Ali, Foraker, Singh, Valcarenghi

Absent: White-Snyder

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 3, 2018
ITEM #: 5.
SUBJECT: Chamber of Commerce 2018 Annual Report Presentation

Recommendation for Action:
Staff recommends that the City Council receive a presentation from Mark Ullrich, Chamber President and Kristy Wright, Chamber Executive Officer.

Paul Navazio, City Manager

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 3, 2018
ITEM #:	6.
SUBJECT:	Approve Sole Source Finding and Award Construction Contract for the Replacement of Broken Raw Sewage Pumps at WPCF Headworks, CIP 14-02

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, for:
1. Making a finding designating certain products, things, or services by Evoqua Water Technologies LLC to be required for the continued functionality of the existing raw sewage headwork pumps; and
2. Authorizing the City Manager to award a construction contract with Evoqua Water Technologies LLC for construction services in the amount of $89,865 for the Water Pollution Asset Replacement (Headworks Screwpumps #1 and #2) Project.

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

Fiscal Impact:
The construction contract for the replacement of broken raw sewage pumps (Headworks Screwpumps #1 and #2) is for an amount of $89,865. CIP 14-02 is fully funded out of the sewer enterprise fund.

The City has an ongoing capital project, CIP 14-02, Water Pollution Asset Replacement Project, for the repair and replacement of major components of the City's Water Pollution Control Facility (WPCF). The overall project budget for the Water Pollution Asset Replacement Project is $2,868,119, in CIP 14-02, as identified in the FY 2018-19 budget.

Background:
City staff is continually reviewing the status of the City's Water Pollution Control Facility. Repair and replacement of WPCF components is based on information obtained from periodic assessments of the WPCF. The City's WPCF has a total of four (4) headworks pumps to pump raw sewage into the facility for treatment. The facility can operate during normal operations with just one headworks (1) pump but requires two (2) for high demands or if a pump fails or is down for maintenance. The facility will need two (2) pumps in operational status before the start of the rainy season and functioning backups for redundancy.

Discussion:
Since the beginning of the year one of the headworks screwpumps ceased to operate due to a broken upper bearing assembly. Only a portion of the overall screwpump failed so the City inquired with the manufacturer of the pump about the fix. The manufacturer, Evoqua Water Technologies LLC, came out and determined the fix. During that time, another screwpump failed and Evoqua was brought back out to determine the fault. The failure of the second pump was for a different reason but again it was a failure of a certain portion of the pump, not the entire pump.

As a fix for just a portion of each pump is warranted over the replacement of the entire pump, it necessitated the City to utilize the parts and services of the pump manufacturer, Evoqua Water Technologies LLC. Since the procurement of the parts and services are highly specialized, the City worked directly with Evoqua to get a cost estimate of the work.

On April 5, 2018, the City received a sole source quote from Evoqua to complete the pump repairs. Staff has performed due diligence in reviewing the bid and are asking City Council to make a sole source finding and authorize the City Manager to enter into a construction contract with Evoqua to complete the work

With authorization to award the contracts, staff anticipates construction to take place during a to be determined one-week period in July 2018. The contract is available for review at the City Clerk's office.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, for:
1. Making a finding designating certain products, things, or services by Evoqua Water Technologies LLC to be required for the continued functionality of the existing raw sewage headwork pumps; and
2. Authorizing the City Manager to award a construction contract with Evoqua Water Technologies LLC for construction services in the amount of $89,865 for the Water Pollution Asset Replacement (Headworks Screwpumps #1 and #2) Project.

Prepared By: Chris Fong, Senior Associate Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/26/2018	Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING CERTAIN PRODUCTS, BRANDS, OR SERVICES PURUANT TO PUBLIC CONTRACT CODE SECTION 3400 AND APPROVING A CONSTRUCTION CONTRACT FOR CIP 14-02, WATER POLLUTION ASSET REPLACEMENT (HEADWORKS SCREWPUMPS #1 AND #2).

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

WHEREAS, City Council has reviewed the City's current facilities, general contracts, plans, and specifications in order to evaluate the City's need to establish uniform, complete, and compatible mechanical components at the Water Pollution Control Facility (WPCF) that are consistent with equipment being used for wastewater treatment systems for City-wide use in order to facilitate the most reliable, dependable, and cost efficient system throughout the City; and

WHEREAS, City has undertaken research of various options for the procurement and replacement of the broken parts of the raw sewage pumps in order to determine the company that produced the pumps, Evoqua Water Technologies LLC, is best to repair the pumps; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would not produce an advantage, including when there is only one contracting party who can complete the work (Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal.348; Grayson v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631); and

WHEREAS, based Council's above described review and Public Contract Code Section 3400(c)(2) and (3), the Council has determined the City must require the use of Evoqua Water Technologies LLC for the procurement and replacement of broken raw sewage pumps; and

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with Evoqua Water Technology LLC for the replacement of broken raw sewage pumps at WPCF headworks, CIP 14-02, Water Pollution Asset Replacement for an amount of $89,865; and

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

Section 1. The above recitals are true and correct.

Section 2. The City, pursuant to Public Contract Code Section 3400, intends to procure specialized parts and services for the Project that are consistent with services currently provided and the system currently being utilized at the WPCF in order to facilitate the most reliable, dependable, and cost effective system throughout the City.

<u>Section 3</u>. Pursuant to Public Contract Code Section 3400(c)(2) & (3), the City Council finds that Evoqua Water Technology LLC is the only producer and repairer of the raw sewage pumps and, as such, bidding would be futile and unavailing as no other contractor can provide and replace the broken pump parts.

<u>Section 4</u>. City Council hereby authorizes the City Manager, or his or her designee, to execute the Construction Contract, subject to City Attorney approval, with Evoqua Water Technology LLC for $89,865.

PASSED AND ADOPTED this ________ day of ___________ 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fenandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 3, 2018
ITEM #:	7.
SUBJECT:	Municipal Election - November 6, 2018

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election for November 6, 2018 to fill two seats on the City Council via by-district elections, requesting the Yolo County Board of Supervisors to consolidate the Elections with the General Municipal Election and any other elections, and directing the County Election's Official to provide services in relation to the Election.

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

Fiscal Impact:
The cost for consolidation of these elections is dependent upon how many other jurisdictions and items are included in the election. The candidates also have a cost for filing and printing which is paid to the County of Yolo. The City does not separately charge City Council candidates.

Background:
Council elections are held every even numbered year and are consolidated by Yolo County with other elections held on the same date. In June 2014, the electorate in Woodland passed Measure U which transitions Council elections from at-large to by-district elections and approved a map establishing five defined electoral districts. The two council seats to be contested in 2018 will be in districts 1 and 3.

Discussion:
To initiate the process to conduct the election, the Council is asked to consider and adopts a Resolution to call for such an election and asks the County Board of Supervisors to direct the Elections Office to so consolidate and conduct our election.

Council is asked to adopt Resolution No. _____, calling for a general municipal election for November 6, 2018 to fill two seats on the City Council, requesting the Yolo County Board of Supervisors to consolidate the Elections with the General Municipal Election and other elections, and directing the County Election's Official to provide services in relation to the Elections.

Elections are consolidated by the County, which substantially lessens the cost to the individual cities and the County to conduct elections. The first step in the process is to adopt a Resolution to call for the elections and request the services of the County in conducting the consolidated election. In keeping with the required deadlines as per election law and the needs of the County Election's Office, the Board of Supervisors will be asked to take action at its meeting of July 10, 2018 to so call for the election. The Board requires at least two weeks advance notice to place items on their Agenda.

Also of note is that the filing period for Council seats begins on July 16, 2018 and continues to August 10, 2018, and can be extended for new candidates to August 15, 2018 should incumbent Council Members choose not to file for re-election.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election for November 6, 2018 to fill two seats on the City Council via by-district elections, requesting the Yolo County Board of Supervisors to consolidate the Elections with the General Municipal Election and any other elections, and directing the County Election's Official to provide services in relation to the Election.

Prepared By: Ana B. Gonzalez, City Clerk

Reviewed By: Kara K. Ueda, City Attorney

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/27/2018	Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CALLING AN ELECTION FOR NOVEMBER 6, 2018, REQUESTING THE COUNTY OF YOLO TO CONSOLIDATE THE ELECTION WITH THE GENERAL ELECTION, AND TO PROVIDE SERVICES RELATING TO THE ELECTION

WHEREAS, the City Council has determined that an Election shall be called for November 6, 2018, for the purpose of electing City Council Members for two vacant positions for District 1 and 3; and

WHEREAS, the City Council has determined that the Election shall be consolidated with the General Election of the County of Yolo and the State of California to be held on that same date; and

WHEREAS, the City requests the Board of Supervisors of the County of Yolo to direct the County Elections Official to render services to the City relating to the conduct of an election.

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

1. An Election is hereby called and shall be conducted in the City of Woodland on November 6, 2018.

2. Pursuant to Elections Code Section 10403, the City Council requests the Yolo County Board of Supervisors to order the Election to be consolidated with the General Election to be held on that same date.

3. Pursuant to Elections Code Section 10002, the City requests the Yolo County Board of Supervisors to direct the County Elections Official to provide to the City those services necessary to implement and conduct the Election and to consolidate it with the General Election. Pursuant to said Section, the City shall be responsible for the cost of such Election.

4. Pursuant to Elections Code Section 9222, the following is hereby submitted to the qualified electorate of the City of Woodland:

Two Members of the City Council for District 1 and 3 (full term of four years)

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 3, 2018
ITEM #: 8.
SUBJECT: Approve the City of Woodland Salary Schedule effective July 1, 2018

Recommendation for Action:
Staff recommends that the City Council approved the revised Salary Schedule effective July 1, 2018.

Staff Contact:
Sheila McShane, Human Resources Manager, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:
This action to the approve the revised salary schedule will have no fiscal impact on the current budget as the Department(s) have budgeted for the increases in their current budget.

Report in Brief:
During negotiations with the City's bargaining units, there were several Memorandums of Understanding (MOUs) that negotiated either equity increases for their members and/or Cost of Living Allowance (COLA) for their members.

Background:
Traditionally, the City Council approves periodic updates to the city's Salary Schedule based on contracts negotiated with its various employee bargaining groups. The California Public Employees' Retirement System (CalPERS) now requires that City Council adopt and approve the salary schedule on a quarterly basis, and this staff report serves to meet the CalPERS requirement for the quarter beginning July 1, 2018.

Discussion:
Staff reviewed the various Memorandums of Understanding (MOU) and the changes which were previously approved by Council are reflected in the attached salary schedule effective July 1, 2018.

Additionally, the salary range for the Assistant City Manager/Community Development Director was adjusted to allow for growth within the salary range.

Conclusion:
Staff recommends that the City Council approved the revised Salary Schedule effective July 1, 2018.

Prepared By: Sheila McShane, Human Resources Manager

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Salary Schedule	6/29/2018	Salary Schedule

CITY OF WOODLAND
SALARY SCHEDULE
Effective July 1, 2018

SALARY PER MONTH

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	$4,645.60	$4,877.89	$5,121.78	$5,377.86	$5,646.76	$5,646.76		
Accountant II *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Administrative Clerk I	28	GS	$2,605.41	$2,735.67	$2,872.46	$3,016.09	$3,166.89	$3,325.23		
Administrative Clerk II	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43		
Administrative Clerk III	36	GS	$3,174.44	$3,333.16	$3,499.83	$3,674.82	$3,858.57	$4,051.50		
Administrative Secretary	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47		
Administrative Supervisor	47	GS	$4,165.14	$4,373.40	$4,592.07	$4,821.67	$5,062.76	$5,315.89		
Aquatics Coordinator	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43		
Aquatics Supervisor	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78		
Assistant Engineer *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Assistant Planner *	118	MM	$4,880.78	$5,124.82	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
Associate Civil Engineer *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Associate Engineer *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03		
Associate Planner *	124	MM	$5,660.22	$5,943.22	$6,240.38	$6,552.40	$6,880.03	$6,880.03		
Asst City Manager/Comm & Econ Dev Dir		Cpmtract	$12,463.47				$16,001.30	$16,001.30		
Building Inspection Services Manager *	132	MM	$6,896.41	$7,241.24	$7,603.30	$7,983.47	$8,382.64	$8,382.64		
Building Inspector I	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.00		
Building Inspector II	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80		
Chief Building Official *	140	MM	$8,402.62	$8,822.74	$9,263.88	$9,727.07	$10,213.43	$10,213.43		
Chief Collection Systems Operator *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Chief Plant Operator *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Chief Project Engineer *	145	MM	$9,506.79	$9,982.12	$10,481.25	$11,005.30	$11,555.56	$11,555.56		
Chief Water Systems Operator *	132	MM	$6,896.41	$7,241.24	$7,603.30	$7,983.47	$8,382.64	$8,382.64		
Child Librarian II *	118	MM	$4,880.78	$5,124.81	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
City Clerk *		MGT	$6,756.48				$8,673.48			
City Engineer *	145	MM	$9,506.79	$9,982.12	$10,481.24	$11,005.30	$11,555.56	$11,555.56		
City Manager *	Contract						$18,599.20			
Code Compliance Officer I	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Code Compliance Officer II	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63		
Community Development Director *		MGT	$9,633.60				$12,615.52			
Community Development Technician I	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47		
Community Development Technician II	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Community Services Director	MGT		$9,449.55				$12,095.70			
Community Services Officer *	Base	P	$3,769.29	$3,957.75	$4,155.63	$4,363.42	$4,581.60	$4,810.68		
Community Services Program Manager *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Conservation Coordinator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Construction Project Manager*	129	MM	$6,404.01	$6,724.21	$7,060.42	$7,413.44	$7,784.11	$7,784.11		
Crime Intelligence Analyst *	Base	PS	$5,026.48	$5,277.82	$5,541.70	$5,818.78	$6,109.72			
Crime Prevention Specialist *	Base	P	$3,769.29	$3,957.75	$4,155.63	$4,363.42	$4,581.60	$4,810.68		
Deputy Director of Community Development *	Contract		$9,695.28				$11,784.66			
Deputy Director of Public Works - O/M *	Contract		$9,093.05				$11,052.67			
Deputy Director of Public Works - Utilities	Contract		$9,695.28				$11,784.66			
Deputy Fire Chief ****	Flat	FM	$9,965.13	$10,463.38	$10,986.56	$11,535.88	$12,211.24			
Economic Development Manager *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Electrical / Signs & Markings Supervisor	67	GS	$6,825.07	$7,166.32	$7,524.63	$7,900.87	$8,295.91	$8,710.71		
Electrician's Assistant	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94		
Engineering Aide I	33	GS	$2,947.78	$3,095.17	$3,249.93	$3,412.42	$3,583.04	$3,762.19		
Engineering Aide II	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76		

Engineering Assistant	56	GS	$5,201.69	$5,461.77	$5,734.86	$6,021.60	$6,322.69	$6,638.82
Engineering Technician I	44	GS	$3,867.75	$4,061.13	$4,264.19	$4,477.40	$4,701.27	$4,936.34
Engineering Technician II	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78
Engineering Technician III	52	GS	$4,712.47	$4,948.09	$5,195.50	$5,455.28	$5,728.04	$6,014.44
Environmental Compliance Inspector I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Environmental Compliance Inspector II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Environmental Compliance Specialist	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.00
Environmental Resources Analyst *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03
Environmental Sustainability Manger	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
Equipment Service Clerk	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Equipment Service Worker	34	GS	$3,021.48	$3,172.55	$3,331.17	$3,497.73	$3,672.63	$3,856.26
Facility Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67
Facility Maintenance Worker II	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Facility Maintenance Worker III	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Finance Clerk I	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Finance Clerk II	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76
Finance Clerk III	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Finance Director *		MGT	$9,562.32				$12,275.28	
Finance Officer *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Finance Specialist	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Finance Supervisor	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Fire Battalion Chief ****	Flat	FM	$8,735.85	$9,172.64	$9,631.27	$10,112.83	$10,618.47	
Fire Captain	Base	F	$7,046.71	$7,399.04	$7,768.99	$8,157.45	$8,565.31	
Fire Chief **		MGT	$11,305.55				$14,682.50	
Fire Engineer	Base	F	$6,115.77	$6,421.56	$6,742.65	$7,079.78	$7,433.76	
Fire Marshal	Flat	FM	$8,735.85	$9,172.64	$9,631.27	$10,112.83	$10,618.47	
Fire Prevention Specialist I	Base	F	$4,445.40	$4,667.87	$4,901.25	$5,146.32	$5,403.62	
Fire Prevention Specialist II	Base	F	$4,780.26	$5,019.29	$5,270.26	$5,533.76	$5,810.46	
Firefighter	Base	F	$5,388.78	$5,658.21	$5,941.12	$6,238.18	$6,550.08	
Firefighter Recruit	Base	F	$4,849.90	$0.00	$0.00	$0.00	$0.00	
Fleet & Facilities Manager *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
GIS Analyst	62	GS	$6,032.36	$6,333.98	$6,650.68	$6,983.22	$7,332.38	$7,699.00
GIS Technician I	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.01
GIS Technician II	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80
Heavy Equipment Mechanic	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Human Resources Analyst I		C	$5,125.38	$5,381.65	$5,650.73	$5,933.27	$6,229.94	
Human Resources Analyst II		C	$5,798.90	$6,088.85	$6,393.29	$6,712.95	$7,048.60	
Human Resources Clerk		C	$3,235.73	$3,397.52	$3,567.40	$3,745.77	$3,933.06	$4,129.71
Human Resources Manager		C	$8,188.82	$8,598.27	$9,028.17	$9,479.58	$9,953.57	
Human Resources Technician I		C	$3,846.26	$4,038.57	$4,240.49	$4,452.52	$4,675.14	$4,908.90
Human Resources Technician II		C	$4,288.52	$4,502.95	$4,728.09	$4,964.50	$5,212.72	$5,473.36
Industrial Electrical/Electronics Technician	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91
Information Technology Analyst	60	GS	$5,741.69	$6,028.78	$6,330.21	$6,646.73	$6,979.06	$7,328.02
Information Technology Manager *	138	MM	$7,997.73	$8,397.61	$8,817.50	$9,258.36	$9,721.29	$9,721.29
Information Technology Technician I	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78
Information Technology Technician II	52	GS	$4,712.47	$4,948.09	$5,195.50	$5,455.28	$5,728.04	$6,014.44
Infrastructure O & M Superintendent *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64
Junior Engineer *	121	MM	$5,256.07	$5,518.87	$5,794.82	$6,084.55	$6,388.79	$6,388.79
Junior Planner *	113	MM	$4,313.90	$4,529.59	$4,756.07	$4,993.88	$5,243.58	$5,243.58
Laboratory & Environmental Compliance Manager	129	MM	$6,404.01	$6,724.21	$7,060.42	$7,413.44	$7,784.11	$7,784.11
Laboratory Supervisor *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03
Laboratory Technician I	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Laboratory Technician II	47	GS	$4,165.14	$4,373.40	$4,592.07	$4,821.67	$5,062.76	$5,315.89
Librarian I *	114	MM	$4,421.75	$4,642.84	$4,874.98	$5,118.73	$5,374.66	$5,374.66

Librarian II *	118	MM	$4,880.78	$5,124.81	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
Librarian III *	122	MM	$5,387.47	$5,656.84	$5,939.70	$6,236.67	$6,548.51	$6,548.51		
Library Services Direc+A4tor *		MGT	$7,277.97				$9,343.03			
Library Technician Assistant I	29	GS	$2,670.54	$2,804.07	$2,944.28	$3,091.49	$3,246.07	$3,408.37		
Library Technician Assistant II	33	GS	$2,947.78	$3,095.17	$3,249.93	$3,412.42	$3,583.04	$3,762.19		
Library Technician Assistant III	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76		
Light Equipment Mechanic	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87		
Literacy Coordinator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Maintenance Supervisor	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80		
Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67		
Maintenance Worker II	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07		
Maintenance Worker III	44	GS	$3,867.75	$4,061.13	$4,264.19	$4,477.40	$4,701.27	$4,936.34		
Management Analyst I *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Management Analyst II *	125	MM	$5,801.71	$6,091.81	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Meter Services Technician	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74		
Office Manager *	115	MM	$4,532.29	$4,758.90	$4,996.85	$5,246.69	$5,509.03	$5,509.03		
Operations and Maintenance Superintendent *	137	MM	$7,802.67	$8,192.81	$8,602.45	$9,032.57	$9,484.20	$9,484.20		
Park Maintenance Technician	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Park Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67		
Park Maintenance Worker II	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00		
Park Maintenance Worker III	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94		
Park Planner *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Park Superintendent *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Park Supervisor	51	GS	$4,597.54	$4,827.41	$5,068.78	$5,322.22	$5,588.33	$5,867.75		
Parks & Recreation Director *		MGT	$9,251.28				$11,876.76			
Planning Manager *	140	MM	$8,402.62	$8,822.74	$9,263.88	$9,727.07	$10,213.43	$10,213.43		
Police Captain **	Base	PM	$10,475.47	$10,999.26	$11,549.21	$12,126.69	$12,733.01	$13,369.67	$14,038.15	$14,740.06
Police Chief**	MGT		$13,358.70				$17,427.09			
Police Lieutenant **	Base	PM	$9,531.00	$10,007.55	$10,507.93	$11,033.33	$11,585.01	$12,164.26	$12,772.47	$13,411.10
Police Officer **	Base	P	$5,726.40	$6,012.72	$6,313.36	$6,629.03	$6,960.48	$7,308.50	$7,673.94	
Police Records Manager *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Police Records Specialist *	Base	P	$3,345.58	$3,512.84	$3,688.49	$3,872.91	$4,066.57			
Police Records Supervisor	Base	PS	$4,600.16	$4,830.16	$5,071.67	$5,325.29	$5,591.56			
Police Sergeant **	Base	PS	$6,890.46	$7,234.98	$7,596.73	$7,976.57	$8,375.40	$8,794.17	$9,233.88	$9,695.58
Pool Facility Technician	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Principal Civil Engineer *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77		
Principal Planner *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Principal Utilities Civil Engineer*	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77		
Public Safety Chief**	MGT		$14,033.00				$18,016.00			
Public Works Director *	MGT		$10,740.71				$13,982.76			
Purchasing Manager *	123	MM	$5,522.16	$5,798.26	$6,088.18	$6,392.59	$6,712.21	$6,712.21		
Recreation Coordinator	36	GS	$3,174.44	$3,333.16	$3,499.83	$3,674.82	$3,858.57	$4,051.50		
Recreation Superintendent *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Recreation Supervisor	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63		
Redevelopment & Housing Analyst I *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Redevelopment & Housing Analyst II *	124	MM	$5,660.22	$5,943.22	$6,240.38	$6,552.40	$6,880.03	$6,880.03		
Redevelopment Manager *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Secretary to City Manager		C	$4,320.37	$4,536.40	$4,763.22	$5,001.38	$5,251.45	$5,514.02		
Senior Accountant *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Senior Application Analyst *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Senior Associate Civil Engineer *	134	MM	$7,245.56	$7,607.83	$7,988.23	$8,387.62	$8,807.02	$8,807.02		
Senior Building Inspector	57	GS	$5,331.73	$5,598.32	$5,878.23	$6,172.14	$6,480.75	$6,804.79		
Senior Building Plans Examiner	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91		
Senior Center Manager *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		

Senior Civil Engineer *	138	MM	$7,997.73	$8,397.61	$8,817.50	$9,258.36	$9,721.29	$9,721.29
Senior Construction Project Manager *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
Senior Engineering Assistant	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91
Senior Equipment Mechanic	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Senior Human Resources Analyst		C	$6,668.74	$7,002.17	$7,352.28	$7,719.89	$8,105.89	
Senior Maintenance Worker	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Senior Management Analyst *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
Senior Planner *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.47	$8,382.64	$8,382.64
Senior Police Records Specialist *	Base	P	$3,680.13	$3,864.13	$4,057.34	$4,260.23	$4,473.25	
Senior Signs and Markings Tech	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Senior Systems Analyst *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64
Senior Tree Trimmer	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Senior Utilities Maintenance Worker (Sewer)	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Senior Utilities Maintenance Worker (Water)	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Senior Water System Operator	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Signs and Markings Tech I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Signs and Markings Tech II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Social Services Manager*	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.47	$8,382.64	$8,382.64
Sports Manager *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02
Stock Clerk	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Storekeeper	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67
Traffic Signal / Street Lighting Technician	56	GS	$5,201.69	$5,461.77	$5,734.86	$6,021.60	$6,322.69	$6,638.82
Transportation Engineer *	134	MM	$7,245.56	$7,607.83	$7,988.23	$8,387.62	$8,807.02	$8,807.02
Treatment Plant Mechanic	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Tree Trimmer I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Tree Trimmer II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Underground Utility Service Locator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Supervisor	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80
Utilities Maintenance Worker I	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76
Utilities Maintenance Worker II	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47
Utilities Maintenance Worker III (Sewer)	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Worker III (Water)	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Worker IV (Sewer)	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Utilities Maintenance Worker IV (Water)	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Wastewater Systems Administrator	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water / Wastewater Instrumental Technician	62	GS	$6,032.36	$6,333.98	$6,650.68	$6,983.22	$7,332.38	$7,699.00
Water Pollution Control Facility Superintendent *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water Pollution Control O-I-T	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07
Water Pollution Control Operator I	51	GS	$4,597.54	$4,827.41	$5,068.78	$5,322.22	$5,588.33	$5,867.75
Water Pollution Control Operator II	55	GS	$5,074.81	$5,328.56	$5,594.99	$5,874.73	$6,168.47	$6,476.89
Water Pollution Control Operator III	59	GS	$5,601.65	$5,881.73	$6,175.81	$6,484.60	$6,808.84	$7,149.28
Water Pollution Control Operator IV	63	GS	$6,183.17	$6,492.33	$6,816.94	$7,157.78	$7,515.67	$7,891.45
Water Systems Administrator	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water Systems Operator I	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07
Water Systems Operator II	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74

* Employee pays PERS Misc. Member Contribution of 8%
** Employee pays PERS Safety Member Contribution of 9%
*** If Temporary Employee is hired into a regular classified position paying the PERS Member Share, that Employee's salary is 8% less for Misc. or 9% less for Safety.
**** Per MOU effective January 1, 2014, Step E is added at 2.5% above the current Step D

Effective July 1, 2018 for MMPA Members Step F is equal toStep E

Approved by City Council July 3, 2018

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

	A STEP	B STEP	C STEP	D STEP	E STEP
Activity Leader I	$11.00	$11.25	$11.50	$11.75	$12.00
Activity Leader II	$11.75	$12.00	$12.25	$12.50	$12.75
Activity Manager	$12.25	$12.50	$12.75	$13.00	$13.25
Cashier	$11.00	$11.25	$11.50	$11.75	$12.00
Counselor	$11.00	$11.25	$11.50	$11.75	$12.00
Intern	$11.00	$12.00	$13.00	$14.00	$15.00
Library Page	$11.00	$11.25	$11.50	$11.75	$12.00
Lifeguard / Aide	$12.25	$12.50	$12.75	$13.00	$13.25
Lifeguard / Instructor	$12.75	$13.00	$13.25	$13.50	$13.75
Pool Manager	$14.00	$14.25	$14.50	$14.75	$15.00
Recreation Facility Aide	$13.75	$14.00	$14.25	$14.50	$14.75
Special Program Coordinator	$13.50	$13.75	$14.00	$14.25	$14.50
Swim Instructor Aide	$11.00	$11.25	$11.50	$11.75	$12.00

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 3, 2018
ITEM #:	9.
SUBJECT:	Amendment to Asset Management Services Agreement for Solar Facilities

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the First Amendment to the solar facilities Asset Management Services Agreement with TerraVerde Energy, LLC.

Staff Contact:
Ken Loman, Environmental Sustainability Manager, (530) 661-2060, ken.loman@cityofwoodland.org

Fiscal Impact:
The City's savings over the 28-year term of the City's solar Power Purchase Agreement (PPA), as amended in June 2015, were conservatively estimated at that time at $7.7 million, yielding a net present value savings of just under $4.0 million in 2014 dollars. More recently, in 2016, the savings were recalculated at $8.6 million. The estimated savings increased because PG&E rates have already increased more than assumed in the earlier modeling. The First Amendment to the Asset Management Services Agreement continues application of a small portion of those energy savings to that Agreement in the amount of $38,666 per year.

Background:
TerraVerde Energy, LLC (TerraVerde), formerly TerraVerde Renewable Partners, LLC has served as the City's energy advisor since 2013. In that capacity, TerraVerde has assisted the City in identifying opportunities for energy savings, including assessing feasibility of various energy management programs, development of the City's solar photovoltaic (PV) projects, and asset management services related to those solar projects.

Specifically, the City entered into an Asset Management Services Agreement, dated July 1, 2016 with TerraVerde Renewable Partners, LLC, to provide asset management services for the City's solar PV systems, consisting of six solar arrays offsetting electricity use at six City facilities, after having previously entered into an Exclusive Engagement Agreement on or around July 2, 2013. On February 22, 2018, the City consented to assignment of the Asset Management Services Agreement from TerraVerde Renewable Partners, LLC to TerraVerde Energy, LLC.

Discussion:
The proposed First Amendment to the Asset Management Services Agreement between TerraVerde and the City would (1) extend the term of the Asset Management Services Agreement for an additional five years; and (2) make other minor related modifications and corrections to the Asset Management Services Agreement.

To ensure that the City maximizes the potential savings from installation of the solar PV systems under the proposed amendment, TerraVerde will continue to monitor system performance, assess system alerts and coordinate operations and maintenance activities accordingly, validate PPA billing accuracy, track solar production against the production guarantee, and analyze electricity usage and solar PV system production to prepare quarterly memos and annual savings reports. Additionally, the scope of work under the proposed contract amendment, includes presentations to City Council providing a summary of the annual savings reports.

The proposed First Amendment to the Asset Management Services Agreement between TerraVerde and the City enables the City to continue to benefit from TerraVerde's expertise in solar asset management to maximize potential energy savings and ensure PPA compliance.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the First Amendment to the Asset Management Services Agreement with TerraVerde Energy, LLC.

Prepared By: Ken Loman, Environmental Sustainability Manager

Reviewed By: Craig Locke, Deputy Director of Public Works

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - Amendment to Asset Management Services Agreement	6/28/2018	Resolution
First Amendment to Asset Management Services Agreement	6/28/2018	Agreement
Asset Management Services Agreement between TerraVerde and City of Woodland	6/28/2018	Agreement

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO THE ASSET MANAGEMENT SERVICES AGREEMENT WITH TERRAVERDE ENERGY LLC

WHEREAS, the City and TerraVerde Energy, LLC ("TerraVerde"), through its predecessor in interest, TerraVerde Renewable Partners, LLC, previously entered into an Asset Management Services Agreement effective July 1, 2016 ("Agreement") for a term of two years; and

WHEREAS, under the Agreement, TerraVerde agreed to provide professional services related to the management and oversight of the City's solar arrays, including preparation and maintenance of a facility operations plan, monitoring and analysis of system performance, preparation of annual savings reports, compliance management, and staff training; and

WHEREAS, City and TerraVerde wish to extend the term of the Agreement; and

WHEREAS, the City Council wishes to approve this amendment.

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

1. The City Council hereby approves and authorizes the City Manager to execute the First Amendment to Asset Management Services Agreement with TerraVerde.

2. The City Manager, in consultation with the City Attorney, may approve minor modifications to the attached amendment prior to signature so long as the terms do not change.

PASSED AND ADOPTED this 3rd day of July 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

APPROVED AS TO FORM:

Kara Ueda, City Attorney

ATTEST:

Ana B. Gonzalez, City Clerk

FIRST AMENDMENT TO ASSET MANAGEMENT SERVICES AGREEMENT BETWEEN TERRAVERDE ENERGY, LLC AND CITY OF WOODLAND

This First Amendment to Asset Management Services Agreement ("First Amendment") is entered into this 1st day of July, 2018 ("Effective Date"), by and between the CITY OF WOODLAND, a California municipal corporation ("System Owner") and TerraVerde Energy, LLC ("Service Provider"), who individually may be referred to as a "party" and together as the "parties."

RECITALS

WHEREAS, Service Provider's predecessor in interest and System Owner previously entered into that certain Asset Management Services Agreement ("Agreement") on or around July 1, 2016, for the provision of certain asset management services for System Owner's solar photovoltaic systems; and

WHEREAS, the Agreement had a term of two years, and the parties now desire to extend the term of the Agreement.

NOW, THEREFORE, the parties enter into this First Amendment whereby Service Provider agrees to provide asset management services to the System Owner under the terms and conditions set forth below:

1. **Incorporation of Recitals**. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this First Amendment as if set forth in full.

1. **Term.** The Agreement shall be amended to provide that the Agreement shall be in effect for an additional five years from the Effective Date.

2. **Payment.** The Agreement shall be amended to provide that System Owner shall pay Service Provider an annual amount of Thirty-Eight Thousand Six Hundred Sixty-Six Dollars ($38,666.00) (the "Annual Fee"), as specified in Appendix 1 of this First Amendment, attached hereto and incorporated herein, and which shall replace Appendix 1 of the Agreement.

3. **Notices.** The name of the System Owner's contact in the section of the Agreement called "Notices" shall be changed to Ken Loman, and the contact email shall be changed to ken.loman@cityofwoodland.org.

4. **Scope of Work**. Appendix 2 of the Agreement, setting forth the Scope of Work, shall be replaced with a new Appendix 2, attached hereto and incorporated herein.

5. **System Owner Responsibilities.** Appendix 3 of the Agreement, setting forth the System Owner Responsibilities, shall be replaced with a new Appendix 3, attached hereto and incorporated herein.

6. **Work Order Request Form.** Appendix 4 of the Agreement, setting forth the Work Order Request Form, shall be replaced with a new Appendix 4, attached hereto and incorporated herein.

7. **No Other Changes.** Except as amended by this First Amendment, all other terms and conditions in this Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

SERVICE PROVIDER: TerraVerde Energy, LLC

Name:
Title:
Date:

Service Provider Signature:______________________________ Date: _____________

SYSTEM OWNER: City of Woodland

Name:
Title:
Date:

System Owner Signature: _____________________________________ Date: _____________

<u>Appendix 1</u>
System Owner's Solar Photovoltaic System ("System")

Sites	Address	Size (kW)	Annual Fee
WPCF	875 County Road 102 Woodland, Ca 95776	1,114	$ 17,445.90
Community Center	2001 East St Woodland, Ca 95776	511	$ 8,002.56
Police Station	1000 Lincoln Ave Woodland, Ca 95695	453	$ 7,094.25
City Hall/Library	298 College St Woodland, Ca 95695	227	$ 3,554.95
Municipal Services	655 N Pioneer Ave Woodland, Ca 95695	132	$ 2,067.20
Screw Pump	42929 County Rd 24 Woodland, Ca 95776	32	$ 501.14
	Total	**2,469**	**$ 38,666.00**

Appendix 2
Scope of Work

1- Maintain the Facility Operations Plan, which shall include the following information:
   a. Description of each Solar Photovoltaic (PV) system
   b. Equipment & manufacturer lists
   c. Site plans/as-built drawings
   d. Installers Operations and Maintenance (O&M) manual reference guide
   e. Roles and responsibilities of stakeholders
   f. Performance Monitoring & Reporting System guide
   g. Emergency shutdown/restart procedures
   h. Emergency contact list / location of keys
   i. Insurance coverage and claim procedure

2- Monitor system performance:
   a. Verify inverter, weather station, revenue meter operation
   b. Cross check revenue meter output against inverter output
   c. Validate actual production vs. predicted production

3- PPA Compliance:
   a. Assess system alerts and contact PPA Provider if necessary
   b. Validate PPA billing accuracy
   c. Track solar production against production guarantee
   d. Verify that systems are covered under the City's insurance policy, per PPA requirement
   e. Ensure annual operations and maintenance activities are completed per contracts

4- Prepare Quarterly Memos, including the following information:
   a. Analysis of electricity usage, PV system production on a quarterly basis
   b. Comparison of PV system production and electricity usage against baseline values

5- Prepare Annual Savings Report, including the following information:
   a. Executive Summary for City Council presentation by TerraVerde
   b. Annual Savings Report:
      i. Comparison of 15-minute interval electricity usage profile and utility bills with and without PV system
      ii. PPA Payment summary
   c. Assessment of PV system performance
   d. Report on annual weather variation
   e. Report on alerts and actions taken (by City, TerraVerde, and PPA Provider)
   f. Provide guidance on purchase options at relevant point in contract (Year 6 and 10)
   g. Report on alerts and actions taken
   h. Summary of maintenance/warranty log
   i. Report on Annual System Inspection results

6- Staff Training
   a. Work with City staff to identify sections of this scope of work that can be taken over by the City over time
   b. Provide training to City staff to take over sections of the scope identified in section 6a.

Appendix 3
System Owner Responsibilities

1- Actively manage electricity usage at System Owner's facilities within the baseline used for sizing of Solar PV Systems
2- Provide Net Energy Metering statements and all PPA bills to Service Provider
3- Supervise PPA Provider and its third party providers, agents and employees while services are performed at System Owner's site(s)
4- Work with System Owner's insurance provider and Service Provider to confirm that sites are covered according to PPA mandated requirements

TerraVerde
Renewable Partners

ASSET MANAGEMENT SERVICES AGREEMENT

This Asset Management Services Agreement ("Agreement") is entered into as of this 1st day of July, 2016 (the "Effective Date"), by and between **The City of Woodland**, hereinafter referred to as ("**System Owner**") and **TerraVerde Renewable Partners, LLC**, hereinafter referred to as ("**Service Provider**"). (The signatories to this Agreement may also be referred to as "**Party**", or collectively, "**Parties**").

WHEREAS, Service Provider is in the business of providing asset management services for solar photovoltaic systems;

WHEREAS, System Owner desires to retain the Service Provider to provide the asset management services described herein for System Owner's Solar Photovoltaic System ("System"), located at the site(s) described in Appendix 1.

NOW THEREFORE, the Parties enter into this Agreement whereby Service Provider agrees to provide asset management services to the System Owner under the terms and conditions set forth below:

Term and Payment

This Agreement takes effect on the Effective Date and will continue in effect for two (2) years. For services specified in Scope of Work below, System Owner agrees to pay Service Provider an annual sum for each site of the System as set forth in Appendix 1(the "Annual Fee").The Annual Sum shall increase on the annual anniversary of the Effective Date by an amount equal to two percent (2%) of the current Annual Fee. Service Provider shall invoice System Owner in the amount of one quarter of the Annual Fee on or about the Effective Date and every three months thereafter, for the duration of the Agreement. The invoice will only include payments for sites (listed in Appendix 1) that have received Permission to Operate (PTO) from the Utility, according to the Quarterly Fee (listed in Appendix 1), until all projects have received PTO. Payment to Service Provider is due 30 days from receipt of invoice. Late payment will be subject to interest charged at 1.5% per month or 18% per year, or such lesser rate constituting the maximum rate permitted by law.

Scope of Work

System Provider shall provide the services described in Appendix 2 (the "Scope of Work"). The System Owner shall perform the responsibilities described in Appendix 3 (the "System Owner Responsibilities").

Force Majeure

Notwithstanding any other provision of this Agreement, each party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that (a) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (b) no obligations of any party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (c) each party shall use commercially reasonable efforts to remedy its inability to perform; and provided, further, that no Force Majeure shall excuse any payment obligations for work that is actually and satisfactorily performed before or notwithstanding the Force Majeure. Each party shall notify the other as to the occurrence and resolution of any force majeure event.

"Force Majeure" means an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute by non-Service Provider employees or contractors, or actions or inactions of any governmental authority, except City. Force Majeure shall not include any event caused by or due to the actions or inactions of Service Provider.

Warranty

Service Provider warrants that services provided pursuant to this Agreement shall be performed in a reasonable and workmanlike manner. Service Provider further warrants that any services provided hereunder shall be performed in accordance with prudent industry practices, all applicable laws and regulations, specifications and processes recommended by the equipment manufacturers. Service Provider shall not take any actions that would void or impair any other warranty covering the system.

EXCEPT FOR THE EXPRESS WARRANTIES IN THE PRECEDING PARAGRAPH, (A) SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION OF THE FOREGOING, SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY AS TO ANY PARTICULAR LEVEL OF SYSTEM PRODUCTION OR FINANCIAL BENEFIT TO SYSTEM OWNER.

Indemnification

To the maximum extent permitted by law, Service Provider shall defend, indemnify and hold harmless System Owner and its councilmembers, officers, agents, employees, successors and assigns (collectively, the "System Owner Indemnified Persons") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Service Provider, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Service Provider shall defend, at Service Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its councilmembers, officials, officers, employees, agents, or volunteers. Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against City or its councilmembers, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Service Provider shall reimburse City and its councilmembers, 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, including correction of errors and omissions. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its councilmembers, officials officers, employees, agents or volunteers.

Insurance

Service Provider shall obtain and maintain in force during the term of this Agreement the insurance cove rage set forth in Appendix 5.

Termination

Either Party may terminate this Agreement, by giving written notice to other Party, upon the occurrence of the following events:

(a) Other Party breaching any representation or warranty in any material respect or failing to perform any material obligation set forth in this Agreement and such breach or failure is not cured within ten (10) days after notice from non-breaching Party;
(b) Such Party's discretion for any reason upon 30 days written notice to the other.

Governing Law and Venue

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW RULES THEREOF. Venue shall be in Yolo County.

Waiver, Severability

Any failure on the part of a Party to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the Party waiving the right. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving Party, or sent by email or facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this section. All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to System Owner:
City of Woodland Public Works
Attn: Roberta Childers
42929 County Road 24
Woodland, CA 95776
roberta.childers@cityofwoodland.org

If to Service Provider:
TerraVerde Renewable Partners, LLC
Attn: Asset Management
1100 Larkspur Landing Circle, Suite 155
Larkspur, CA 04939
Dan.Rosenberg@tvrpllc.com

Binding Effect, Assignment

This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns. Neither Party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed; provided however, that both Parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer.

Entire Agreement, Counterparts

This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written or oral agreements between said parties with respect to said subject matter. No modification to the terms and conditions of this Agreement shall be binding on the Parties unless approved by a signed writing by the Parties hereto. In the event of a conflict between this Agreement and any other writing between the Parties, the terms and conditions of this Agreement shall control. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

Maintenance and Inspection

Service Provider shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Service Provider 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. Service Provider 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.

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, including, without limitation, any Computer Aided Design and Drafting ("CADD") data, which are prepared or caused to be prepared by Service Provider under this Agreement ("Documents & Data"). Service Provider shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents, Data, and Software solutions the subcontractor prepares under this Agreement. Service Provider represents and warrants that Service Provider has the legal right to license any and all Documents & Data. Service Provider makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Service Provider or provided to Service Provider by the City. City shall not be limited in any way in its use of the Documents & Data or Software at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. Any CADD data delivered to City shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature. Notwithstanding the foregoing, (a) TerraVerde may retain a copy of all Documents and Data for its own records and internal purposes, and (b) Nothing contained herein shall give the City any rights in

TerraVerde's intellectual property, including without limitation, its proprietary software, data sets, algorithms, analytic tools and trade secrets.

Attorney's 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 attorney's fees and all other costs of such action.

Time of Essence

Time is of the essence for each and every provision of this Agreement.

City's Right to Employ Other Consultants

City reserves right to employ other consultants in connection with this project.

Subcontracting

Service Provider 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.

Prohibited Interests

Service Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider 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 Service Provider, 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 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.

Equal Opportunity Employment

Service Provider represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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.

Labor Certification

By its signature hereunder, Service Provider 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.

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

SERVICE PROVIDER: TerraVerde Renewable Partners, LLC.

Name: Rick Brown
Title: President
Date: 8/11/2016

Service Provider Signature: ______________________ **Date:** 8/11/16

Name: Paul Navazio
Title: City Manager
Date:

System Owner Signature: ______________________ **Date:** 8/17/16

TerraVerde
Renewable Partners

Appendix 1
System Owner's Solar Photovoltaic System ("System")

Sites	Address	Size (kW)	Annual Fee	Quarterly Fee
WPCF	875 County Road 102 Woodland, Ca 95776	1,000	$18,203	$4,550.75
Community Center	2001 East St Woodland, Ca 95776	500	$7,908	$1,977.00
Police Station	1000 Lincoln Ave Woodland, Ca 95695	450	$6,681	$1670.25
Municipal Services	655 N Pioneer Ave Woodland, Ca 95695	130	$2,032	$508.00
City Hall	298 College St Woodland, Ca 95695	132	$1,991	$497.75
Library	298 College St Woodland, Ca 95695	88	$1,328	$332.00
Screw Pump	42929 County Rd 24 Woodland, Ca 95776	30	$523	$130.75
Total	---	**2,330**	**$38,666**	**$9,666.50**

Appendix 2
Scope of Work

1- Prepare the Facility Operations Plan, which shall include the following information:
   a. Description of each PV system
   b. Equipment & manufacturer lists
   c. Site plans/as-built drawings
   d. Installers O&M manual reference guide
   e. Roles and responsibilities of stakeholders
   f. Emergency contact list / location of keys
   g. Emergency shutdown/restart procedures

2- Monitor System Performance (7 days/week), as follows:
   a. Inverter, weather station, revenue meter operation
   b. Production Compliance per terms of PPA

3- Prepare Quarterly Memos, including the following information:
   a. Analysis of electricity usage and PV system production on a quarterly basis
   b. Comparison of PV system production and electricity usage against baseline values
   c. Validate accuracy of monthly utility bills and PPA invoices

4- Prepare Annual Savings Report, including the following information:
   a. Executive summary
   b. Annual Savings Report:
      i. Comparison of utility bills with and without Solar PPA
   c. Assessment of PV system performance
   d. Report on annual weather variation (HDD/CDD and Irradiance)

5- Compliance Management
   a. Ensure that PPA provider is compliant with all contract terms
   b. Claim management and documentation

6- Staff Training
   a. Work with City staff to identify sections of this scope of work that can be taken over by the City over time
   b. Provide training to City staff to take over sections of the scope identified in section 6a

Appendix 3
System Owner Responsibilities

1- Actively manage electricity usage at System Owner's facilities within the baseline used for sizing of Solar PV Systems
2- Provide access to online utility data directly through utility website or through appropriate third party website
3- Provide PPA invoices on a monthly basis

TerraVerde
Renewable Partners

Appendix 4
Work Order Request Form

FROM **[Name]**
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

The following number must appear on all related correspondence, shipping papers, and invoices:

W.O. NUMBER: [####]

DATE	REQUESTED BY	INVOICE # FOR BILL	TERMS

STATUS	DESCRIPTION	PARTS	HOURS	RATE	AMOUNT
☐Critical ☐Non-Critical					
☐Critical ☐Non-Critical					
☐Critical ☐Non-Critical					
☐Critical ☐Non-Critical					
☐Critical ☐Non-Critical					
			Subtotal		
			Sales Tax		
			Other		
			TOTAL		

SEND ALL CORRESPONDENCE TO:
ALI CHEHREHSAZ, VP
TERRAVERDE RENEWALBE PARTNERS, LLC

ALI.CHEHREHSAZ@TVRPLLC.COM
1100 LARKSPUR LANDING CIRCLE, SUITE 155
LARKSPUR, CA, 94939
PHONE 832.350.2871

AUTHORIZED BY **DATE**

<u>Appendix 5</u>
Insurance

1.1.1.1 <u>Time for Compliance</u>. Service Provider shall not commence the 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, Service Provider 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.

1.1.1.2 <u>Minimum Requirements</u>. Service Provider shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Service Provider shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) <u>Minimum Scope of Insurance</u>. 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 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001 (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability/Errors and Omissions*: Professional Liability/Errors and Omissions insurance appropriate to Service Provider's profession, in a form and with insurance companies acceptable to the City and in the amount indicated herein.

(B) <u>Minimum Limits of Insurance</u>. Service Provider shall maintain limits no less than: (1) *General Liability:* One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* One Million Dollars ($1,000,000) combined single limit (each accident) for bodily injury and property damage; (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 One Million Dollars ($1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Service Provider shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Defense costs shall be payable in addition to the limits.

1.1.1.3 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Service Provider shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) <u>Commercial General Liability</u>. The commercial general liability policy shall be endorsed to provide the following: (1) the City, its councilmembers, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the City, its councilmembers, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Service Provider's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its councilmembers, officials, officers, employees, agents and volunteers shall be excess of the Service Provider's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the City, its councilmembers, officials, officers, employees, agents and volunteers or shall specifically allow Service Provider to waive its right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the City, its councilmembers, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Service Provider or for which the Service Provider is responsible; (2) the insurance coverage shall be primary insurance as respects the City, its councilmembers, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Service Provider's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its councilmembers, officials, officers, employees, agents and volunteers shall be excess of the Service Provider's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the City, its councilmembers, officials, officers, employees, agents and volunteers or shall specifically allow Service Provider to waive its right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its councilmembers, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Service Provider.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) 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 (B) 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 councilmembers, officials, officers, employees, agents and volunteers.

1.1.1.4 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 councilmembers, officials, officers, employees, agents and volunteers.

1.1.1.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Service Provider 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 councilmembers, officials, officers, employees, agents and volunteers; or (2) the Service Provider shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

1.1.1.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance 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 satisfactory to the City.

1.1.1.7 Verification of Coverage. Service Provider shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement 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 provided by the City if requested. 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.

1.1.1.8 Subconsultants. Service Provider shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Service Provider, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

1.1.1.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments. In the alternative, City may terminate this Agreement for cause.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 3, 2018
ITEM #:	10.
SUBJECT:	Appointment of Member to Manufactured Homes Fair Practices Commission

Recommendation for Action:
It is recommended that the City Council appoint Kathy Trott as a regular member to the Manufactured Homes Fair Practices Commission.

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

Background:
The Manufactured Homes Fair Practices Commission (MHFPC) has a vacancy that was left when Bob Noren resigned.

Council appointments to the Commission are governed by the City Code, Sec. 16B-4, as enacted by a voter-approved ballot measure, excepted below:

Sec. 16B-4. Manufactured home fair practices commission.

(b) Membership.

The commission shall consist of a total of five regular members and two alternate members. All regular and alternate members shall be resident electors of the city of Woodland. No member shall be a manufactured home owner or resident; an owner, operator or manager of a manufactured home park; own or possess any interest in; or operate or manage, any other rental property totaling four or more dwelling units, whether such four units are located on one parcel or lot, or are spread among several parcels or lots. As used in this section, “dwelling unit” shall mean an apartment unit, a condominium unit, or a single-family residence.

(c) Nomination and appointment.

Each member of the city council shall nominate one regular member and the mayor shall nominate one regular member and two alternate members for appointment to the commission. Each such nomination shall be subject to actual appointment by the mayor with the approval of the city council.

Discussion:
In 2014, Councilmember Barajas nominated Ben Noren for appointed to the MHFPC for a three year term. With the expiration of Commissioner Noren's term, Council member Barajas has nominated Kathy Trott, who currerntly serves an alternate on the commission, for appointment as a regular member.

It is therefore recommended that the City Council appoint Kathy Trott as a regular member of the MHFPC, to fill the vacancy left by Bob Noren, for a three year term ending June 30, 2021.

Prepared By: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 3, 2018
ITEM #:	11.
SUBJECT:	PUBLIC HEARING - Fire Department Fee Schedule Adjustment

Recommendation for Action:
Staff recommends the City Council (1) hold a public hearing; (2) consider the updated Fire Department Fee Schedule; and (3) adopt Resolution No. _____, adopting a new fee for engine company safety inspection and adopting the updated Fire Department Fee Schedule that increases some fees and decreases others.

Staff Contact:
Rebecca Ramirez, Fire Chief, (530) 661-5861, becky.ramirez@cityofwoodland.org

Fiscal Impact:
Staff estimates the revised fee schedule would generate approximately $146,000 annually in additional revenue for the City of Woodland, which would allow the Fire Prevention Division to recover approximately 79% of its costs. Currently, the Division only recovers 52% of its costs. While the increased fees would not completely cover the Fire Department's costs for providing service, it would recover more if the proposed fees are adopted.

Proposition 26 Compliance – The proposed fee increases are not a tax under Proposition 26 because they are exempt under Article XIII C of the California Constitution as user fees and reasonable regulatory costs for issuing licenses and permits.

Report in Brief:

Background:
Under authority of the California Fire Code and City Ordinance Number 1603, the Woodland Fire Department provides Fire Prevention services utilizing a fee schedule to support the costs associated with managing the program. The current fee schedule was last reviewed and adopted in 2004. Other than annual CPI increases implemented across all City fees, the Fire Department's fees have not increased since 2004. However, the fee methodology adopted in 2004 is no longer consistent with evolving industry best practices. Additionally, as the City has grown and code requirements have changed, the workload on staff has increased. With this growth and change, the current model for providing services to the community in a fiscally sustainable and justifiable manner requires revision to the fee schedule. In order to more comprehensively assess appropriate revisions, the Fire Department contracted to have a study conducted to determine the appropriateness of the fee methodology and structure. The results of the fee study as well as the resulting recommendations for fee increases are contained within this communication.

Discussion:
The present fee structure uses an outdated methodology that does not support the essential services provided. Whenever revenue producing programs fall short, the burden can shift to the General Fund and use of general tax revenues. The recommendation of the Fire Department, which advocates for a reasonable blend of subsidy and recovery, will allow these essential programs to continue in a more fiscally sustainable manner.

In line with Council's goal of fiscal responsibility and supporting work plan to review City User Fees to ensure they are commensurate with actual costs of providing services, staff engaged MGT of America Consulting, LLC to perform a comprehensive fee study for Fire Prevention services. The study addressed the fees themselves as well as how they were calculated. The consultant established an hourly base rate for each job classification and analyzed and considered the fully compensated positions and all associated costs. The executive summary of the consultant's study (Attachment A) provides an explanation of methodology. The complete study is on file with the Fire Department and is available for review upon request. Staff carefully assessed the consultant's recommendations and meticulously researched various models and alternatives. Council's objectives of ensuring ongoing expenditures are supported by ongoing revenues, strengthening downtown, and continuing to improve business friendly culture and practices were central to the Department's ultimate recommendations. Surrounding agencies' fee structures were also considered in order to ensure Woodland did not place itself at a competitive disadvantage by charging fees disproportionately higher than others in the region.

Fully implementing the consultant's recommendations would result in a significant increase to the existing fees and would likely be unduly burdensome to businesses. After careful consideration Staff is recommending a partial implementation, which offers a reasonable increase, and in some cases a decrease, based on actual time spent and services rendered. Additionally, the new methodology has been modified to align with industry best practices and will allow for a multi-tiered fee structure that will lessen the effect on smaller businesses. This will occur primarily in two different ways.

First, for businesses with multiple fire code permits issued, the department has sought to limit redundant charges by reducing fees for additional required permits. Second, building and construction related fees will largely be based on square footage and actual time spent. The current fee structure provides for one fee regardless of the size of the building, which means that larger businesses pay a proportionately smaller fee than smaller businesses do. Changing this practice and fee structure will allow for more accurate cost recovery while having a limited impact on smaller business or those seeking to remodel only a portion of their business.

The only new fee proposed is for engine company "safety inspections," a service that is presently being rendered without charge. These safety inspections are vital for businesses to remain proactively fire safe and are especially crucial when the structures are within close proximity or connected as a result of shared building construction features. These safety inspections presently occur biennially for all businesses not inspected as a result of fire code permit issuance. The recommended fee, which is also significantly less than the consultant's recommendation, has also been tiered and was further reduced based upon square footage in an effort to limit the impact on smaller businesses. For example, the consultant recommended businesses up to 5,000 square feet be charged a $176 inspection fee. Staff proposes a fee of $29.38 for businesses up to 1,000 square feet and $58.50 for businesses ranging from 1,001 to 5,000 square feet.

The Fire Department's recommendations align with regional and state standards and are fair and justifiable while increasing, but not fully recapturing the Department's recovery rate, and reducing the reliance on the City's General Fund subsidies. The Fire Department recommends these adjustments in order to bring fees more in line with the cost of providing essential services to our community, while minimizing undue hardship to business owners.

The Department has conducted extensive public outreach. The City has met its minimum legal requirements by noticing the proposed new and increase fees in the Daily Democrat pursuant to Government Code section 66014, which requires two separate notices published at least 10 days in advance of the City Council meeting. The Department also presented the proposed fees to the City Council on May 15, 2018 for general information and discussion purposes, presented to the Woodland Chamber of Commerce, Historic Woodland Downtown Group representative and individually met with various business owners.

Additionally, staff has considered the applicability of Proposition 26 to the proposed new and increased fees and concluded, with the concurrence of the City Attorney, that they are exempt from Proposition 26. Proposition 26 now defines "tax" to mean any levy, charge, or exaction of any kind imposed by a local government unless the levy, charge, or exaction meets a specific exception, including, among others: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor provided it does not exceed the reasonable costs to the city; (2) a charge for a specific service or product provided directly to the payor provided it does not exceed the reasonable costs to the city; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections and audits; and (4) a charge imposed for entrance to use of local government property, or the purchase or rental of local government property. Here, the proposed new fee for engine company safety inspections and the proposed increases to existing fees are both user fees and charges imposed by the city for the cost of performing inspections and issuing licenses and permits. Thus, the proposed new fee and fee increases are not considered taxes under Proposition 26.

Commission/Committee Recommendation:
The proposed update to the Fire Department Fee schedule was first discussed by the Council's Public Safety Sub-Committee and subsequently presented for feedback to the full Council at its May 15th meeting.

Conclusion:
Staff recommends the City Council (1) hold a public hearing; (2) consider the Fire Department Fee Schedule; and (3) adopt Resolution No. _____, adopting the updated Fire Department Fee Schedule that imposes a new fee and increases and decreases other fees.

Prepared By: Jose Colin, Acting Fire Marshal

Reviewed By: Rebecca Ramirez, Fire Chief

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary of Consultant's Report	6/27/2018	Exhibit
Poroposed Fee Schedule	6/27/2018	Exhibit
Fire Fee Resolution	6/27/2018	Resolution

Fire Department – Full Cost Study

Report of Findings

January 2018

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Table of Contents

EXECUTIVE SUMMARY

Introduction

MGT of America (MGT) is pleased to present the City of Woodland (City) with this summary of findings for the cost of services study for the city's fire department.

The fire department is interested in accurately reporting the true cost of providing various fee-related services, and exploring the possibilities of modifying current fees to better reflect the full cost of providing these services. In fall 2017, the City contracted with MGT to perform this cost analysis using budgeted 2018 fiscal year expenditures, staffing and operational information. This report is the culmination of the past three months of work between MGT and City management and staff. MGT would like to take this opportunity to acknowledge all management and staff who participated on this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to the success of this study.

Study Scope and Objectives

This study included a review of fee-for-service activities within the following departments/divisions:

- Fire Department Administration Division
- Fire Department Operations Division
- Fire Department Prevention Division

The study was performed under the general direction of the city's finance and the fire administrative units, with the participation of representatives from each division studied. The primary goals of the study were to:

- Calculate the full cost hourly rates for fire department staff.
- Calculate the full cost of providing some 200-various fee-related services.
- Determine whether there are any opportunities to implement new fees, based on City services and cost recovery policies.
- Identify service areas where the City might adjust fees based on the full cost of services and other economic or policy considerations.
- Develop revenue projections based on recommended increases (or decreases) to fees.

The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee adjustments and the resulting impact on general fund revenues.

Study Findings

While the purpose of this study is to identify the cost of fee-related activities, one of the outcomes of the analysis is to provide a complete picture of the full cost of all services offered. It is necessary to identify all costs, whether fee-related or not, so that there is a fair distribution of all departmental overhead costs (discussed in a previous section of this report) across all activities, thereby ensuring a definitive relationship between the cost of the service and the fee that is charged. No service should be burdened with costs that cannot be directly or indirectly linked to that service. Therefore, the first task in this study is to separate the fee-for-service activities from the non-fee activities. Some non-fee related activities are appropriately funded by general fund monies (or other special revenue or impact fee sources), such as fire suppression services, public information or capital improvement projects. The costs of these other services are not built into the proposed cost recovery models for user fee services.

The exhibits on the following page display summaries of; 1) the user fee analysis, 2) the calculations of staff hourly rates, and 3) citywide and departmental cost allocation plans.

1) USER FEE ANALYSIS:

The costs and revenues of each department, broken out as follows:

Column A, Total Costs – Displays the total costs of each department. This includes fee and non-fee related service costs; in total, $9.8 million in costs were considered. Non-fee related service costs account for the majority and are set aside from the analysis.

Column B, User Fee Costs – Of the $9.8 million in total costs analyzed, $689 thousand of that total is related to user fee services. It is this $689 thousand that is the focus of this study and represents the total potential for user fee-related revenues for the City.

Column C, Current Revenues – Based on current individual fee levels, the City generates fee-related revenues of $287 thousand and is experiencing a 42% cost recovery level. Within each department, current cost recovery levels range from 13% for Fire Operations up to 54% for Fire Prevention fees.

Column D, Subsidy – Current fee levels recover 42% of full cost, leaving 58% or $401 thousand to be funded by other funding sources. This $401 thousand represents an opportunity for the City to increase fees and revenues, with a corresponding decrease in the subsidization of services.

Column E, Recommend Recovery – It is estimated that adoption of the recommended cost recovery policy would increase fee revenue to $638 thousand. This would raise the overall cost recovery level up to over 90%.

Column F, Increased Revenue – By adopting the study recommendations, the city is forecast to generate an additional $351 thousand in potential new revenue an annualized basis.

1) USER FEE ANALYSIS SUMMARY CHART:

City of Woodland - Fire Department
Fiscal Year 2018

	CURRENT						RECOMMENDED		
User Fee Department	(A) Total Costs	(B) Costs, User Fee Services	(C) Current Revenue		(D) Current Subsidy		(E) Cost Recovery Policy		(F) Increased Revenue
Fire Operations	$9,286,182	$201,693	$25,689	13%	$176,004	87%	$201,693	100%	$176,004
Fire Prevention	$562,915	$486,988	$261,588	54%	$225,400	46%	$436,717	90%	$175,129
Grand Total:	$9,849,097	$688,681	$287,277	42%	$401,404	58%	$638,410	93%	$351,133

2) HOURLY RATE CALCULATIONS – OPERATIONS:

		Hourly					
Position	Annual Salary	Salary & Benefits	Internal Dept Admin	External Support	Total	Unused Time	Total Time
Battalion Chief	$ 126,080	$ 106.23	$ 176.28	$ 26.36	$ 308.86	(0.25)	645.75
Captain	$ 110,830	$ 93.38	$ 154.96	$ 23.17	$ 271.50	-	7,341.00
Engineer	$ 97,610	$ 82.24	$ 136.47	$ 20.40	$ 239.12	0.60	11,745.60
Firefighter	$ 78,460	$ 66.11	$ 109.70	$ 16.40	$ 192.21	-	17,178.00
Engine Company	$ 95,633	$ 80.58	$ 133.71	$ 19.99	$ 234.28	(0.46)	4,197.12

– PREVENTION:

		Hourly					
Position	Annual Salary	Salary & Benefits	Internal Dept Admin	External Support	Total	Unused Time	Total Time
Fire Marshal	$ 126,080	$ 105.33	$ 126.11	$ 22.89	$ 254.33	(1.15)	709.59
Fire Prev Specialist	$ 74,030	$ 61.85	$ 74.05	$ 13.44	$ 149.33	0.28	2,559.83

3) COST ALLOCATION PLANS - CITYWIDE

	Summary Schedule										
	Department	1-51 Police Administration	1-52 Police Operations	1-53 Police Support Services	1-54 Police Special Operations	1-55 PD Prevention	1-56 Police Special Revenue	1-57 Police Grants	1-58 Measure J-Police	1-61 Fire Administration	1-62 Fire Operations
1	Building Use	$190,800	$0	$0	$0	$0	$0	$0	$0	$70,418	$0
2	1-11 City Council	4,027	26,441	5,675	8,802	0	6	563	1,292	311	26,320
3	1-15 City Manager	11,979	78,652	16,883	26,182	0	18	1,676	3,845	924	78,295
4	1-12 City Clerk	3,823	14,641	3,143	4,874	0	3	312	716	172	14,575
5	1-14 City Attorney	36,819	0	0	0	0	0	0	0	649	0
6	1-16 Human Resources	4,466	63,494	14,887	22,331	0	0	1,489	2,977	744	64,015
7	1-31 Finance	8,014	23,325	5,226	7,194	0	15	403	1,205	302	23,585
8	1-32 Accounting	24,410	37,781	2,386	3,221	0	0	212	419	4,601	9,320
9	1-84 Facility Maintenance	69,410	0	0	0	0	0	0	0	47,257	0
	Total Current Allocations	$353,748	$244,335	$48,200	$72,604	$0	$42	$4,654	$10,454	$125,378	$216,110

	Summary Schedule										
	Department	1-63 Fire Training	1-64 Fire Prevention	1-71 Library Administration	1-78 Measure J-Library	1-81 Public Works Admin	1-83 Streets	1-85 PW Environmental	1-88 PW Parks	1-89 Capital Projects	1-90 Admin Services
1	Building Use	$0	$0	$80,403	$0	$0	$0	$0	$0	$0	$0
2	1-11 City Council	89	1,148	3,735	1,612	0	737	2	1	0	233
3	1-15 City Manager	265	3,414	11,110	4,795	0	2,191	7	2	0	693
4	1-12 City Clerk	49	635	3,130	893	0	408	1	0	0	16,058
5	1-14 City Attorney	0	0	2,916	0	0	0	0	0	0	0
6	1-16 Human Resources	0	2,977	8,932	4,466	0	968	0	0	0	0
7	1-31 Finance	305	917	3,849	1,325	1,004	2,096	97	1,462	0	864
8	1-32 Accounting	23	2,870	3,310	705	5,885	372	23	365	0	4,577
9	1-84 Facility Maintenance	0	0	75,900	0	0	0	0	0	0	0
	Total Current Allocations	$731	$11,961	$193,286	$13,795	$6,889	$6,772	$130	$1,830	$0	$22,426

DEPARTMENTAL -

	Summary Schedule					
	Department	Fire Operations	Fire Prevention	Other	2nd Allocation Orphans	Total
1	Citywide FC CAP to Fire Department -	$216,110	$11,961	$731	$0	$228,802
2	Fire Administration	628,854	38,681	0	0	667,535
	Total Current Allocations	$844,964	$50,642	$731	$0	$896,337

Methodology

A cost-of-service study is comprised of two basic elements:

- Full Cost Hourly rates of staff providing the service
- Time spent to provide the service

The product of the hourly rate calculation applied to the time spent yields the cost of providing the fee or service.

Hourly Rates

The hourly rate methodology used in this study builds indirect costs into City staff hourly salary and benefit rates to arrive at fully burdened hourly rates. Fully burdened hourly rates are a mechanism used to calculate the total cost of providing services. Total cost is generally recognized as the sum of the direct cost together with a proportionate share of allowable indirect costs. The proper identification of all costs (including labor, operating expense, department administration and Citywide support) as "direct" or "indirect" is crucial to the determination of the total cost of providing services.

Direct costs are typically defined as those that can be attributed specifically to a particular function or activity, including labor, and possibly materials or supplies. Indirect costs are those that support more than one program area and are not easily attributable to specific activities. Examples of indirect costs are departmental administrative and support staff, training and education time, public counter and telephone time, some service and supply costs, and Citywide overhead costs from outside of the department as identified in the City's cost allocation plan.

MGT's hourly rate calculation methodology includes the following:

1. **Personnel Services Analysis** – each staff classification within the service area is analyzed in the study. The first burden factor is comprised of compensated absences such as vacation/holidays/sick leave days taken in a year's time. Staff classifications are then categorized as either direct (operational) or indirect (administrative or supervisory) labor. In some cases, a classification will have both direct and indirect duties. The total indirect portion of staff cost is incorporated into hourly overhead rates.

2. **Indirect Cost Rate** – a ratio of indirect cost to direct labor (salaries plus benefits) is established. There are three elements of indirect cost incorporated, including:

   - Indirect Labor – includes compensated absences, administrative and supervisory staff costs.

   - Other Operating Expenses – most services and supplies are included as a second layer of indirect cost. There are some service and supply expenses classified as "allowable direct"; these expenditures are not part of the indirect cost rate but will be included as directly supporting specific program areas.

- External Indirect Allocations – this represents Citywide and Fire Administrative Division overhead (from the City's and Fire Department's cost allocation plans).

Cost Allocation Plans. Many of the costs that support all City programs and services are budgeted in centralized activities such as 1) Finance, which provides accounting and financial reporting, 2) Human Resources, which provides services in support of the City's workforce, and 3) City Manager, which provides administrative oversight to all City operations. The costs of these activities and other centralized services are considered indirect overhead that support fee-for-service activities, as well as other programs and functions within the City. In addition to Citywide administrative costs, the fire department calculations also include allocations from fire administration.

3. **Fully Burdened Hourly Rates** – incorporates all the elements that comprise the hourly rates used in this cost analysis.

   - Each direct or operational staff classification is listed, together with the average annual salary.
   - The hourly salary rate is calculated by the taking annual salary and dividing by 2,080 available productive hours in a year.
   - The benefit rate reflects the average benefit rate multiplied against the salary rate.
   - The overhead rate is derived by multiplying the internal and external indirect cost rates against the salary plus benefit rates.

The total combines the salary, benefits and overhead rates. This is the fully burdened rate for each staff classification.

MGT prepared indirect overhead rates and corresponding hourly rate calculations using FY 2018 budgeted expenditures.

Time Spent

Once fully burdened hourly rates were developed for City staff, the next step in the process was to identify staff time spent directly on each of the user fee activities. Each staff person involved in the user fee services identified time spent to complete each task associated with all user fee services. Annual volume statistics were also gathered in order to develop total annual workload information.

Full Cost User Fee, Hourly Rate Calculations and Revenue Projections

Given this information, MGT was able to calculate the cost of providing each service, both on a per-unit and total annual basis (per-unit cost multiplied by annual volume equals total annual cost). As mentioned above, costs were calculated by multiplying average time data or per-unit time calculations by the hourly labor rates; additional operating expenses directly associated with certain services were also added in. Finally, if other divisions provided support into certain user fee activities, this time was accounted for and added into the analysis as a crossover support activity. Full costs are then compared to current fees and revenues collected, and subsidies (or over-recoveries) are identified. User fee detail calculations are provided as separate attachments to this report.

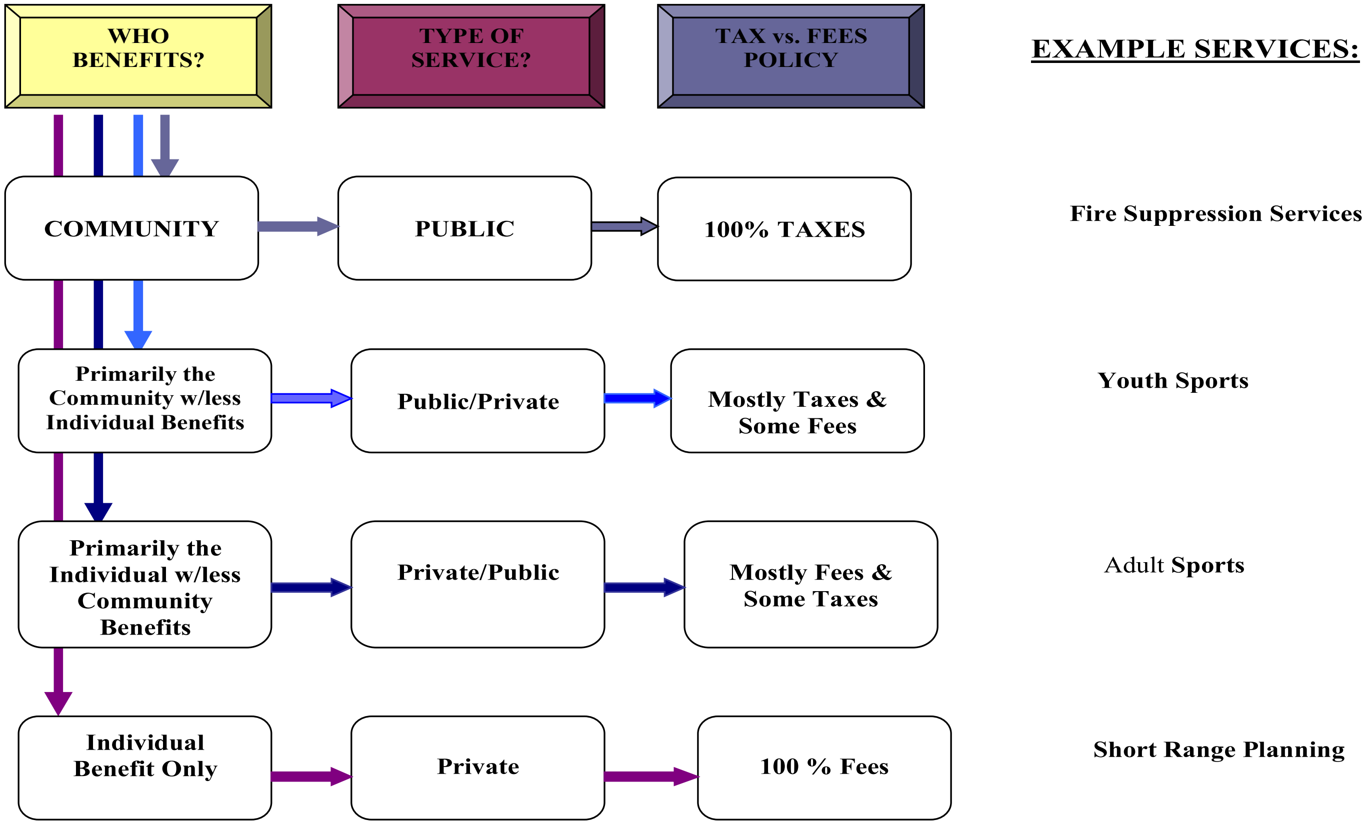
Legal, Economic & Policy Considerations

Calculating the true cost of providing City services is a critical step in the process of establishing user fees and corresponding cost recovery levels. Although it is an important factor, other factors must also be given consideration. City decision-makers must also consider the effects that establishing fees for services will have on the individuals purchasing those services, as well as the community as a whole.

The following legal, economic and policy issues help illustrate these considerations.

- **State Law** – State law may either establish specific fees, define a not-to-exceed amount, or prohibit fees from being charged for certain services.
- **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- **Community benefit** - If a user fee service also benefits the community as a whole (at least to some extent), it is appropriate to subsidize a portion of the fee. Many animal control fees have very moderate cost recovery levels. Some library programs are provided free of charge or for a minimal fee regardless of cost.
- **Private benefit** - If a user fee primarily benefits the fee payer, the fee is typically set at, or close to 100% full cost recovery. Development related fees generally fall into this category; however, exceptions are sometimes made for services such as appeal fees or fees charged exclusively to residential applicants.
- **Service driver** - In conjunction with the third point above, the issue of who is the service recipient versus the service driver should also be considered. For example, code enforcement activities benefit the community as a whole, but the service is driven by the individual or business owner that violates City code.
- **Managing demand** - Elasticity of demand is a factor in pricing certain City services; increasing the price of some services results in a reduction of demand for those services, and vice versa.
- **Competition** - Certain services may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fees are too low, demand enjoyed by private-sector competitors could be adversely affected.
- **Incentives** - Fees can be set low to encourage participation in a service, such as dog licenses or water heater permits.
- **Disincentives** - Penalties can be instituted to discourage undesirable behavior. Examples include fines for construction without a building permit and fines for excessive false alarms within a one-year period.

These considerations are illustrated in the decision tree flow chart on the following page.



USER FEE AND HOURLY RATE CALCULATION DETAILS BY DEPARTMENT

Several attachments to this Executive Summary report have been provided to the City that support the detailed calculations and methodology used in the development of the full cost analysis of; 1) department staff hourly rate calculations, 2) user fee related services, and 3) the indirect (cost allocation plans) and direct costs of the department. These attachments reflect costs and recommendations for individual services and programs and the various subtotals on these pages directly tie to the exhibit charts discussed earlier in this report.

City of Woodland
Fire Prevention Fees

FIRE CODE PERMITS AND INSPECTION SERVICES

Fee Schedule

A. GENERAL

1. To establish the total fire code permit fees, occupancies will initially be assessed the fire code permit that is most relevant to their operation. Each additional fire code permit applicable to that occupancy will be assessed as a subsequent / additional fire code permit.

2. All re-inspections will be charged at a minimum of one hour; and in quarter hour increments thereafter based on actual time spent.

B. FIRE CODE PERMIT FEES

Fire Code Operational Permits	Current Fee	**Proposed Fee**	**Proposed Secondary / Additional Permit Fee**
Aerosol Products	$147	**$208**	$108
Aviation Facilities	$147	**$208**	$108
Waste Handling (Wrecking Yards)	$135	**$208**	$108
Floor Finishing	$172	**$208**	$108
Carnivals & Fairs	$272	**$208**	$108
Cellulose Nitrate Storage	$147	**$208**	$108
Combustible Fiber Storage	$147	**$208**	$108
Miscellaneous Combustible Material Storage	$147	**$208**	$108
Compressed Gases	$161	**$208**	$108
Cryogens	$147	**$208**	$108
Dry Cleaning Plant	$147	**$208**	$108
Combustible Dust Producing Operations	$198	**$286**	$186
Explosives / Blasting Agents	$221	**$286**	$186
Pyrotechnic & Special Effects Stands	$147	**$182**	N/A
Pyrotechnic Special Events ***** plus hourly standby rate	$296	**$169***	N/A
Flammable & Combustible Liquids	$147	**$286**	$186
Fruit and Crop Ripening	$147	**$208**	$108
Fumigation and Thermal Insecticide Fogging	$172	**$208**	$108
Hazardous Materials	$172	**$208**	$108
Hazardous Production Materials	$272	**$286**	$186
High Piled Combustible Storage	$272	**$286**	$186
Liquid Petroleum Gas (LPG)	$172	**$208**	$108
Liquid or Gas Fueled Vehicles in Assembly Buildings	$221	**$208**	$108
Lumber Yard	$272	**$286**	$186
Magnesium Working	$172	**$208**	$108
Covered Mall	$272	**$286**	$186
Motor Vehicle Fuel Dispensing	$151	**$208**	$108
Organic Coatings	$172	**$208**	$108

Industrial Ovens / Baking & Drying	$151	**$208**	$108
Places of Assembly	$272	**$208**	$108
Radioactive Materials	$172	**$286**	$186
Refrigeration Equipment	$151	**$208**	$108
Repair Garage	$172	**$208**	$108
Flammable Liquids Spraying & Dipping	$172	**$208**	$108
Temporary Tents, Canopies & Membrane Structures	$172	**$208**	$108
Storage of Scrap Tires & Tire Byproducts	$221	**$286**	$186
Amusement Buildings	N/A	**$208**	$108
Carbon Dioxide Systems Used In Beverage Dispensing	N/A	**$208**	$108
Exhibits & Trade Shows	N/A	**$286**	$186
Open Flames & Candles	N/A	**$208**	$108
Plant Extraction Systems	N/A	**$286**	$186
Private Fire Hydrants	N/A	**$208**	$108
Pyroxylin Plastics	N/A	**$208**	$108
Rooftop Heliports	N/A	**$208**	$108
Tire Rebuilding Plants	N/A	**$286**	$186
Wood Products	N/A	**$286**	$186
Hot Work Welding	$172	**$208**	$108
Miscellaneous Permits	$172	**$286**	$186

Inspection Services	Current Fee	**Proposed Fee**
Residential Fire Sprinkler Resale	$95	**$169**
State Licensed Care Facilities 7-100 Beds	$157	**$338**
State Licensed Care Facilities > 100 Beds	$257	**$494**
Hospitals < 100 Beds	$157	**$338**
Hospitals > 100 Beds	$257	**$494**
Engine Company Safety Inspections (<5,000 sq. ft.)	N/A	**$59**
Engine Company Safety Inspections (5,001-10,000 sq. ft.)	N/A	**$88**
Engine Company Safety Inspections (10,001-20,000 sq. ft.)	N/A	**$176**
Engine Company Safety Inspections (20,001-50,000 sq. ft.)	N/A	**$219**
Engine Company Safety Inspections (>50,000 sq. ft.)	N/A	**$351**
Multiple Family Dwellings (3-9 units)	$147	**$176**
Multiple Family Dwellings (10-49 units)	$198	**$215**
Multiple Family Dwellings (50-100 units)	$198	**$254**
Multiple Family Dwellings (101-200 units)	$198	**$332**
Multiple Family Dwellings (201-300 units)	$198	**$410**
Multiple Family Dwellings (301-400 units)	$198	**$448**
Multiple Family Dwellings (401-500 units)	$198	**$527**
Multiple Family Dwellings (>500 units)	$198	**$605**

School Inspections (Nursery & Commercial Daycare >6)	$105	**$169**
Unclassified Inspection (First Hour)	$82	**$169**
Residential Based State Licensed Care Facility	N/A	**$169**
Private or Public Elementary & High School	N/A	**$169**
Business License Inspection	$50	**$117**
Supplies	Current Fee	**Proposed Fee**
Dry Absorbent (Per Gallon)	$10	**At Cost**
Absorbent Pads (Each)	$2	**At Cost**
Other Disposables	At Cost	**At Cost**

FIRE PREVENTION PLAN CHECK AND INSPECTION FEES

Fee Schedule

A. PLAN CHECK AND INSPECTION FEES FOR PROJECTS REQUIRING FULL PLAN REVIEW AND INSPECTIONS

1. *Projects will be assessed $212.00 plus $0.05 per sq. ft. for the first 10,000 sq. ft. plus $0.02 per each additional sq. ft. thereafter.

2. All re-inspections will be charged at a minimum of one hour and in quarter hour increments thereafter based on actual time spent.

B. FIRE PREVENTION PLAN CHECK AND INSPECITON FEES

Construction - Plan Review & Associated Inspections	Current Fee	**Proposed Fee**
Residential Sprinkler System (Public Water System)	$412	**$585**
Residential Sprinkler System - Inspection Only For Tract Homes	N/A	**$485**
Residential Sprinkler System Modification	$331	**$494**
Residential Sprinkler System (Non-Public Water System)	$463	**$718**
Commercial Sprinkler System (Per Riser Plus $2.00 per sprinkler)	$835	***Note 1 above**
Commercial Sprinkler System Mod. (Per Riser Plus $2.00 per sprinkler)	$489	***Note 1 above**
Commercial Building Renovation / Tenant Improvement	$331	***Note 1 above**
Fire Alarm System	$408	***Note 1 above**
Specialized Fire Protection System	$545	***Note 1 above**
Private Fire Service Main (Plus $63 per hydrant)	$203	***Note 1 above**
Standpipe System	$361	***Note 1 above**

New Commercial Building (1,000 - 30,000 sq. ft.)	$261	***Note 1 above**
New Commercial Building (>30,000 sq. ft. or > 6 hours = hourly rate)	$151	***Note 1 above**
New Commercial Building - Group H Occupancy (>15,000 sq. ft. hourly)	$151	***Note 1 above**
New Commercial Building - Group S Occupancy (>30,000 sq. ft. hourly)	$151	***Note 1 above**
New Commercial Building - Group M Occupancy (>30,000 sq. ft. hourly)	$151	***Note 1 above**

INCIDENT RESPONSE AND INVESTIGATION FEES (Hourly Rates)

A. Incident response fees will be charged at a minimum of one hour for all response and in quarter hour increments thereafter, based on actual time spent. Personnel beyond the normal company complement are charged at hourly rates. **Incident response fees include but are not limited to,** Mitigation of Hazardous Materials, False Alarms due to "Failure to Notify" when working on or testing systems, Trouble Alarms due to "Failure to Notify" when working on or testing systems, two False Alarms within 30 days, or 3 false alarms within 6 months, and Fire Investigations.

B. INCIDENT RESPONE AND INVESTIGATION FEES

Incident Response and Investigation Fees (Hourly Rates)	Current Fees	**Proposed Fees**
Engine**	$137	**$82**
Ladder**	$157	**$100**
Rescue**	$232	**$94**
Haz Mat**	$243	**$59**
Chief Officer/Investigator	$74	**$309**
Firefighter	$30	**$192**
Engineer	$39	**$239**
Captain	$42	**$272**
Fire Prevention Specialist	N/A	**$149**
Fire Marshal	N/A	**$254**
Administrative Clerk	$27	**$46**
Management Analyst	$49	**$70**

*New fees are listed as N/A in the current fee column

** Rates will be adjusted to coincide with FEMA's fee schedule

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADJUST THE FEES THE CITY CHARGES FOR FIRE PREVENTION SERVICES AND IMPLEMENTATION OF A NEW ENGINE COMPANY SAFETY INSPECTION FEES, CONSISTENT WITH A FEE STUDY

WHEREAS, the City provides Fire Prevention Services such as plan review, fire and life safety inspections, and fire code permits inspections; and

WHEREAS, the fee schedule established for Fire Prevention Fees was last reviewed and updated in 2004; and

WHEREAS, as authorized by Resolution 4539, adopted by the City Council on May 18, 2004, the City is authorized to annually adjust the approved fees in accordance with the Consumer Price Index ("CPI") and has been adjusting the fees in accordance with the CPI; and

WHEREAS, the current fee schedule does not cover the costs of Fire Prevention services rendered; and

WHEREAS, the Fire Department engaged a consultant to study the Department's costs and services provided, and the consultant made a series of recommendations to bring the City's fees in line with the cost of service; and

WHEREAS, the fees set forth in the attached Attachment A will not completely allow the City to recover all costs in each instance, but the proposed updated fees once implemented will not exceed the City's reasonable cost of providing service; and

WHEREAS, the City Council considered the proposed new fee and the proposed changes to the fee schedule and held a duly noticed public hearing on July 3, 2018, during which time all persons who wanted to provide input and comment on the attached fee schedule were provided with an opportunity to do so; and

WHEREAS, the City Council has reviewed the fee study's executive summary, the current and proposed practices and fees, and considered staff's recommendation and all public comment provided and finds that adoption of the new fee schedule is in the best interests of the City.

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

1. That the portion of Resolution No. 4539, adopted by the City Council on May 18, 2004, and that portion of the Master Fee Schedule adopted by the City Council on December 14, 2004 that set the fee schedule range for Fire Fees is hereby rescinded.

2. That the fee schedule, set forth in **Attachment A**, sets forth fees that will allow the City to partially recover its costs of providing service and that the fees will not exceed the City's costs.

3. That the fee schedule set forth in **Attachment A** is hereby adopted and shall go into effect sixty (60) days from adoption of this Resolution.

4. That the fees set forth in the fee schedule may be adjusted annually each July to account for Consumer Price Index adjustments.

PASSED AND ADOPTED this 3rd day of July 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

Attachment A
City of Woodland
Fire Prevention Fees

FIRE CODE PERMITS AND INSPECTION SERVICES

Fee Schedule

A. GENERAL

1. To establish the total fire code permit fees, occupancies will initially be assessed the fire code permit that is most relevant to their operation. Each additional fire code permit applicable to that occupancy will be assessed as a subsequent / additional fire code permit.

2. All re-inspections will be charged at a minimum of one hour; and in quarter hour increments thereafter based on actual time spent.

B. FIRE CODE PERMIT FEES

Fire Code Operational Permits	Current Fee	**Proposed Fee**	**Proposed Secondary / Additional Permit Fee**
Aerosol Products	$147	**$208**	$108
Aviation Facilities	$147	**$208**	$108
Waste Handling (Wrecking Yards)	$135	**$208**	$108
Floor Finishing	$172	**$208**	$108
Carnivals & Fairs	$272	**$208**	$108
Cellulose Nitrate Storage	$147	**$208**	$108
Combustible Fiber Storage	$147	**$208**	$108
Miscellaneous Combustible Material Storage	$147	**$208**	$108
Compressed Gases	$161	**$208**	$108
Cryogens	$147	**$208**	$108
Dry Cleaning Plant	$147	**$208**	$108
Combustible Dust Producing Operations	$198	**$286**	$186
Explosives / Blasting Agents	$221	**$286**	$186
Pyrotechnic & Special Effects Stands	$147	**$182**	N/A
Pyrotechnic Special Events ***** plus hourly standby rate	$296	**$169***	N/A
Flammable & Combustible Liquids	$147	**$286**	$186
Fruit and Crop Ripening	$147	**$208**	$108
Fumigation and Thermal Insecticide Fogging	$172	**$208**	$108
Hazardous Materials	$172	**$208**	$108
Hazardous Production Materials	$272	**$286**	$186
High Piled Combustible Storage	$272	**$286**	$186
Liquid Petroleum Gas (LPG)	$172	**$208**	$108
Liquid or Gas Fueled Vehicles in Assembly Buildings	$221	**$208**	$108
Lumber Yard	$272	**$286**	$186
Magnesium Working	$172	**$208**	$108

Attachment A

City of Woodland

Fire Prevention Fees

Covered Mall	$272	**$286**	$186
Motor Vehicle Fuel Dispensing	$151	**$208**	$108
Organic Coatings	$172	**$208**	$108
Industrial Ovens / Baking & Drying	$151	**$208**	$108
Places of Assembly	$272	**$208**	$108
Radioactive Materials	$172	**$286**	$186
Refrigeration Equipment	$151	**$208**	$108
Repair Garage	$172	**$208**	$108
Flammable Liquids Spraying & Dipping	$172	**$208**	$108
Temporary Tents, Canopies & Membrane Structures	$172	**$208**	$108
Storage of Scrap Tires & Tire Byproducts	$221	**$286**	$186
Amusement Buildings	N/A	**$208**	$108
Carbon Dioxide Systems Used In Beverage Dispensing	N/A	**$208**	$108
Exhibits & Trade Shows	N/A	**$286**	$186
Open Flames & Candles	N/A	**$208**	$108
Plant Extraction Systems	N/A	**$286**	$186
Private Fire Hydrants	N/A	**$208**	$108
Pyroxylin Plastics	N/A	**$208**	$108
Rooftop Heliports	N/A	**$208**	$108
Tire Rebuilding Plants	N/A	**$286**	$186
Wood Products	N/A	**$286**	$186
Hot Work Welding	$172	**$208**	$108
Miscellaneous Permits	$172	**$286**	$186

Inspection Services	Current Fee	**Proposed Fee**
Residential Fire Sprinkler Resale	$95	**$169**
State Licensed Care Facilities 7-100 Beds	$157	**$338**
State Licensed Care Facilities > 100 Beds	$257	**$494**
Hospitals up to 100 Beds	$157	**$338**
Hospitals > 100 Beds	$257	**$494**
Engine Company Safety Inspections (up to 1,000 sq. ft.)	N/A	**$29**
Engine Company Safety Inspections (1,001 - 5,000 sq. ft.)	N/A	**$59**
Engine Company Safety Inspections (5,001 - 10,000 sq. ft.)	N/A	**$88**
Engine Company Safety Inspections (10,001 - 20,000 sq. ft.)	N/A	**$176**
Engine Company Safety Inspections (20,001 - 50,000 sq. ft.)	N/A	**$219**
Engine Company Safety Inspections (>50,000 sq. ft.)	N/A	**$351**
Multiple Family Dwellings (3-9 units)	$147	**$176**

Multiple Family Dwellings (10-49 units)	$198	**$215**
Multiple Family Dwellings (50-100 units)	$198	**$254**
Multiple Family Dwellings (101-200 units)	$198	**$332**
Multiple Family Dwellings (201-300 units)	$198	**$410**
Multiple Family Dwellings (301-400 units)	$198	**$448**
Multiple Family Dwellings (401-500 units)	$198	**$527**
Multiple Family Dwellings (>50 units)	$198	**$605**
School Inspections (Nursery & Commercial Daycare >6)	$105	**$169**
Unclassified Inspection (First Hour)	$82	**$169**
Residential Based State Licensed Care Facility	N/A	**$169**
Private or Public Elementary & High School	N/A	**$169**
Business License Inspection	$50	**$117**
Supplies	Current Fee	**Proposed Fee**
Dry Absorbent (Per Gallon)	$10	**At Cost**
Absorbent Pads (Each)	$2	**At Cost**
Other Disposables	At Cost	**At Cost**

FIRE PREVENTION PLAN CHECK AND INSPECTION FEES

Fee Schedule

A. PLAN CHECK AND INSPECTION FEES FOR PROJECTS REQUIRING FULL PLAN REVIEW AND INSPECTIONS

1. *Projects will be assessed $212.00 plus $0.05 per sq. ft. for the first 10,000 sq. ft. plus $0.02 per each additional sq. ft. thereafter.

2. All re-inspections will be charged at a minimum of one hour and in quarter hour increments thereafter based on actual time spent.

B. FIRE PREVENTION PLAN CHECK AND INSPECITON FEES

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Residential Sprinkler System (Public Water System)	$412	**$585**
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Firefighter	$30	**$192**
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Captain	$42	**$272**
Fire Prevention Specialist	N/A	**$149**

Attachment A

City of Woodland

Fire Prevention Fees

Fire Marshal	N/A	**$254**
Administrative Clerk	$27	**$46**
Management Analyst	$49	**$70**

*New fees are listed as N/A in the current fee column

** Rates will be adjusted to coincide with FEMA's fee schedule

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 3, 2018
ITEM #:	12.
SUBJECT:	Introduce Ordinance related to the Regulation of Shopping Carts

Recommendation for Action:
Staff recommends that the City Council introduce an ordinance amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of the Woodland Municipal Code regarding mandatory containment systems and impound procedures applicable to shopping carts taken from retail establishments.

Staff Contact:
Heath Parsons, Lieutenant, (530) 661-7845, heath.parsons@cityofwoodland.org

Fiscal Impact:
No measurable fiscal impact.

Background:
Abandoned and/or misappropriated shopping carts have been and continue to be a nuisance within the City of Woodland. Currently, the City retrieves approximately forty to sixty abandoned shopping carts each week (between 2,000-3,200 per year), at a significant cost to the City. Abandoned carts typically cause traffic and pedestrian hazards and create visual blight throughout the City, as they are often left in streets, alleys, and on public and private property. This results in costs to the City for retrieval and storage of carts, as well as costs to local businesses for replacing the carts that are never returned due to loss and damage.

The City's existing Municipal Code currently requires all retail businesses providing shopping carts to maintain an "effective containment system" for the carts so that no more than five carts are removed from the business premises within any 12-month period. The ordinance defines a variety of options that qualify as an "effective containment system," such as using bollards for storage of carts in the parking lot, or hiring security guards to deter customers from removing carts. Over time, some of these systems have proven ineffective at preventing removal of shopping carts from business premises. Additionally, state law imposes strict procedures on the City regarding retrieval and impoundment of abandoned carts, including notice periods and an opportunity for businesses to retrieve the carts free of cost. The combination of these factors has resulted in widespread cart misappropriation that is exceedingly difficult for the City to efficiently or effectively correct.

Currently, the City's public works department handles the collection and storage of abandoned carts. The City's police department often responds to complaints from the public and/or affected private property owners regarding the misuse or abandonment of shopping carts. Accordingly, the public works department and the police department have collectively worked together to evaluate this issue. The police department has also initiated community discussion with local business owners. Over the course of researching and evaluating this issue, City staff has learned from some local businesses that the frequency of unlawful cart removal has simply become a cost of business in the City, added to the annual budget to account for necessary cart replacements each year. This only makes City enforcement more difficult, as hundreds of abandoned carts are never retrieved.

Discussion:
City staff, with input from the City Attorney, are recommending certain narrow amendments to the city's existing shopping cart ordinance in order to establish improved standards for effective containment systems, with the goal of reducing the incidence of abandoned shopping carts over time.

Specifically, the ordinance limits the types of mechanisms a business may use to establish an effective containment system for the carts, and specifies that an effective containment system shall not allow more than three (3) carts to be removed in a 6-month period (with some exceptions required by state law). Moving forward, the ordinance would thus require businesses who own shopping carts to establish at least one of the following three mechanisms for ensuring shopping carts remain on their premises:

- Carts equipped with a protruding arm or similar device(s) that restricts the carts from being removed from the interior of the business;
- Wheel-locking mechanisms that keep carts from being removed from the perimeter of the business (ex. parking lots)
- Security personnel posted on premises to deter customers from removing shopping carts

The recommended ordinance would also amend provisions related to annual reporting by businesses to require those businesses to notify the City of the type of containment system used and updated contact information for purposes of retrieving abandoned carts discovered by the City. The ordinance additionally makes minor clarifying amendments to language for consistency.

Earlier this year, city staff conducted direct outreach to roughly 35 businesses that would be affected by the ordinance and received generally positive feedback. In addition, following the discussion of this draft ordinance at the City Council meeting of April 3, 2018, letters were sent to every business known to provide shopping carts to their customers, explaining the proposed changes.

The recommended changes to the current ordinance are expected to reduce the amount of abandoned carts moving forward, thus reducing the traffic and pedestrian hazards, misappropriation or misuse by community residents, and blight. The updated ordinance will also aid local businesses in retaining their shopping carts and potentially provide future cost savings.

Conclusion:

Staff recommends that the City Council introduce an ordinance amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of the Woodland Municipal Code regarding mandatory containment systems and impound procedures applicable to shopping carts taken from retail establishments.

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Shopping Cart Ordinance	6/28/2018	Ordinance
Letter to Businesses	6/19/2018	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO AMEND SECTIONS 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, AND 14A-5-10 OF THE WOODLAND MUNICIPAL CODE REGARDING MANDATORY CONTAINMENT SYSTEMS AND IMPOUND PROCEDURES APPLICABLE TO SHOPPING CARTS TAKEN FROM RETAIL ESTABLISHMENTS

WHEREAS, the City currently regulates the use of shopping carts in the City by requiring retail establishments to use an effective containment system to contain shopping carts within the property boundaries of the business or adjacent parking area; and

WHEREAS, the City has faced significant and increasing amounts of abandoned, stolen, or misappropriated shopping carts in the City, resulting in excessive costs to the City through use of City resources and staff time to retrieve, impound, and return or destroy shopping carts; and

WHEREAS, many abandoned or misappropriated carts are left in streets, alleys, parks, and other places on public and private property, interfering with pedestrian and vehicular traffic and contributing to blight and deterioration; and

WHEREAS, the City Council has therefore determined that amendments to the City's existing regulations of shopping carts are necessary to ensure that retail establishments more adequately contain shopping carts within their business property boundaries and timely retrieve carts taken outside the business premises; and

WHEREAS, the City Council further desires to amend existing shopping cart regulations to clarify that taking shopping carts away from a retail establishment's premises without authorization is misappropriation of property in violation of Penal Code section 485, and to provide for more effective enforcement against individuals that do so; and

WHEREAS, the City is authorized to adopt this ordinance pursuant to Business and Professions Code section 22435.8.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. **Amendment.** The definition of "Identified cart" contained in Section 14A-5-1 of the Woodland Municipal Code is hereby amended as follows (additions in *italics*, deletions in ~~strikethrough~~):

> "Identified cart" means a shopping cart that has a permanently affixed sign that ~~identifies, in accordance~~*provides the information specified in* ~~with~~ Section 14A-5-5 of this article.

Section 2. **Amendment.** Section 14A-5-3 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-3. - Mandatory containment systems for shopping carts.

(a) It is unlawful for any person owning a retail establishment located in the city where one or more shopping carts are available for customer use not to install and maintain an effective containment system to contain all shopping carts within the property boundaries of the business or adjacent parking area. The cart owner shall provide signage in a conspicuous location notifying shopping cart users that removal of shopping carts from the premises or parking area is prohibited without the written consent of the cart owner.

(b) Containment systems may include~~, but are not limited to,~~ any one or combination of the following:

> (1) ~~A physical barrier, such as bollards, restricting shopping carts from being removed from the business premises;~~
>
> ~~(2)~~ Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business;
>
> (~~3~~*2*) Shopping carts equipped with a wheel-locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel-locking mechanism ~~will~~ *shall* activate when the shopping cart crosses the electronic barrier;
>
> ~~(4)A system, which may be mechanical in nature, requiring a deposit to use a shopping cart. The deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart. This system may include the rental or sale of carts that can be temporarily or permanently used for transport of purchases off-site;~~
>
> (~~5~~*3*) Security guards posted *at the perimeter of the premises where carts are allowed* to deter and stop customers who attempt to remove carts from the business premises.

(c) ~~In lieu of installing an effective containment system, a cart owner may obtain a waiver of this section from the city manager by establishing, to the satisfaction of the city manager, that the cart owner maintains its own cart retrieval program that has been certified as effective by the city manager. The city manager will evaluate such programs according to a standard established by city council resolution in order to ensure that cart retrieval programs achieve the goals of this article.~~

~~No enforcement action for violating this section may be taken against a cart owner who has a valid waiver pursuant to this subsection. The city manager may revoke any waiver if the cart owner no longer qualifies for it.~~

~~(d)~~ For purposes of this section, "effective containment system" means a system that results in *no more than three occurrences of shopping carts being removed from the business premises without the owner's consent during any six-month period. An* *occurrence includes all identified carts impounded by the city, or a contractor of the city, in a one-day period.* ~~no more than five shopping carts being removed without the owner's consent from the business premises or parking area within any twelve-month period~~. There is a rebuttable presumption that a*n* ~~cart found abandoned somewhere off the premises of the cart owner~~ *abandoned shopping cart* was removed from the premises without the cart owner's consent.

(~~e~~*d*) Each cart owner must file with the city an annual evaluation of the cart owner's loss prevention plan*, identifying the type of effective containment system(s) used and a designated representative for the city to contact in the event the city finds an abandoned shopping cart belonging to the cart owner. For purposes of this section, a cart owner may designate a third-party contractor or other representative authorized to act on behalf of the cart owner for purposes of retrieving abandoned shopping carts.*

<u>**Section 3.**</u> **Amendment.** Section 14A-5-4 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-4. Removal of shopping carts from retail establishments prohibited.

It is unlawful for any person, other than a cart owner or its authorized representative, to remove a cart from the premises of the cart owner's retail establishment *or parking area*, unless the cart owner expressly authorizes its removal in writing.

<u>**Section 4.**</u> **Amendment.** Section 14A-5-6 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-6. - Impounding of abandoned carts.

(a) Identified Carts. The city, or a contractor *of the city*, may remove and impound any *identified cart that is an* abandoned ~~identified~~ shopping cart from any public or private property.

(1) The cart shall be marked with a tag indicating the date and location of its discovery and shall be stored for thirty calendar days at a location selected by the city that is reasonably convenient to the cart owner and is open at least six hours of each business day.

(2) Within twenty-four hours following the cart impoundment, the owner of an identified cart or his representative shall be given actual notice of the location where the cart may be claimed.

(b) Unidentified Carts. The city, or a contractor *of the city*, may remove and impound any abandoned ~~unidentified~~ shopping cart *that is unidentified* from any public or private property.

(1) The unidentified cart shall be marked with a tag indicating the date and location of its discovery and shall be stored for thirty calendar days at a location

~~selected by the city~~ that is reasonably convenient ~~to the cart's owner~~ and is open at least six hours of each business day.

(2) If there is any reasonably credible evidence on the cart of the name and address of its owner, within five business days following the cart impoundment, the cart owner shall be given actual notice of the location where the cart may be claimed.

Section 5. **Amendment.** Section 14A-5-7 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-7. - Nuisance abatement administrative fees and fines.

(a) Administrative Fees. Except as provided in Section 14A-5-8 of this article, an administrative fee to cover the city's cost for the removal, tagging and storage of abandoned shopping carts and associated administrative activities ~~performed by the city, or a contractor,~~ may be established by resolution of the city council and imposed upon the owners of abandoned carts. Such fee shall not exceed the city's reasonable estimate of actual cost for such services.

(b) Fines. In addition to the payment of an administrative fee as set forth in subsection (a) of this section and except as provided in Section 14A-5-8 of this article, the owner of an impounded cart shall also be subject to a fine in the maximum amount established by Business and Professions Code Section 22435.7(f), as may be amended from time to time. The fine for identified carts shall be based on each occurrence in excess of three during any six-month period for failure to reclaim identified carts in accordance with Section 14A-5-8 of this article. An occurrence includes all identified carts impounded by the city, or a contractor *of the city*, in a one-day period. The fine for unidentified carts shall be the same fine amount as for each occurrence set forth in this subsection for identified carts but imposed on each unidentified cart impounded~~, beginning with the first unidentified cart impounded~~.

Section 6. **Amendment.** Section 14A-5-8 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-8. - Recovery by owner.

Cart owners are solely responsible for recovering any abandoned carts impounded by the city. Claims to recover an impounded shopping cart shall be presented to the city in accordance with the following:

(1) A cart owner or his authorized representative, may, by appointment, inspect impounded carts to determine if any of the owner's carts are present.

(2) A cart owner may reclaim an impounded cart at any time during normal business hours prior to disposal or destruction by paying all applicable administrative fees and fines, except as provided in subdivision (~~c~~*3*) of this section.

(3) The owner of an *impounded,* identified cart may reclaim it within three business days following the date of actual notice of impoundment *by the city,* at no charge *to the cart owner,* ~~whatsoever,~~ including ~~the~~ *a* waiver of any administrative fees and fines that would otherwise be applicable pursuant to Section 14A-5-7 of this article. Any identified cart reclaimed by the owner or his authorized representative within the three business days shall not be deemed an occurrence for purposes of Section 14A-5-7(b) of this article. Any impounded identified cart that is not reclaimed by the owner within three business days following the date of actual notice of impoundment shall be subject to any applicable administrative fees and fines imposed pursuant to Section 14A-5-7 of this article, commencing on the fourth business day following the date of actual notice of impoundment.

(4) No cart shall be released to a person seeking to reclaim it, unless such person submits to the city reasonably credible evidence of ownership or right to possession of the impounded cart. There shall be a presumption that an identified cart is owned by the business establishment designated on the cart.

(5) Any release of a cart to a person deemed by the city to be entitled thereto, shall be an absolute defense of the city against any other person claiming to be entitled thereto.

Section 7. **Amendment.** Section 14A-5-9 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-9. - Disposal.

Any identified or unidentified cart may be sold or otherwise disposed of by the city, or a contractor *of the city*, if not reclaimed within thirty days of receipt by the cart owner of a notice of impoundment, or within thirty days from the date of impoundment if no notice was required by this article. In the event an unclaimed cart remains unclaimed and is disposed of or destroyed, the city retains the right to collect any applicable fees and/or fines from the cart owner.

Section 8. **Amendment.** Section 14A-5-10 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-10. - Appeals of cart impound.

A person who can demonstrate that he or she is the owner of an impounded cart may appeal the imposition of the nuisance abatement administrative fee and/or fine by presenting evidence that the cart removal and storage was not performed substantially in accordance with the provisions of this article. Appeals shall be made in writing to the city manager within ten calendar days of ~~the receipt of a request for an appeal~~*payment under protest of the fees and/or fines*. The cart owner or authorized representative shall appear and be heard on the matter *within ten calendar days of city's receipt of the written appeal*. If the city manager determines*, based on substantial evidence,* that the shopping cart was not removed and stored in substantial accordance with the provisions of this article, the nuisance abatement administrative fee and/or fine shall be refunded. The decision of the city manager shall be final.

Section 9. **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 10. **Publishing; Effective Date.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with the California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

Section 11. **Compliance by Retail Establishments.** Upon the Effective Date of this Ordinance, existing retail establishments utilizing a containment system that no longer complies with the requirements for an effective containment system set forth in this Ordinance may, upon filing a written request with the city manager, obtain an extension of time for compliance. The request must be received by the city within ten (10) days of the effective date of this Ordinance, and shall identify the need for an extension of time. The city manager may grant such requests, providing an extension of up to ninety (90) days from the Effective Date of this Ordinance for compliance.

PASSED AND ADOPTED by the City Council of the City of Woodland on 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 of Woodland

CITY MANAGER 300 FIRST STREET WOODLAND, CALIFORNIA 95695 (530) 661-5800
FAX: (530) 661-5813

June 8, 2018

Dear Woodland Business Owner,

As you probably know, shopping carts are regularly and unlawfully removed from businesses like yours. The City retrieves around 40-60 carts per week (between 2,000-3,200 per year), at a significant cost to the City. The carts are often abandoned, create a visual blight throughout the City, and pose a hazard to both vehicles and people.

This problem has reached a point where the City needs to take additional action to protect public health and safety. The Woodland Police Department and the Public Works Department have been working together, in consultation with local business owners and the City Council, to review and revise the City's policies and regulations to ensure a more effective and efficient solution regarding this issue. Your cooperation and assistance is critical to the City's success, and we believe that cooperation from all parts of the community is needed.

The City is proposing a three-pronged approach: (1) local business participation with the Police Department in the prosecution of misappropriation of carts; (2) amendments to the City's existing shopping cart ordinance to require stricter cart containment systems; and (3) establishment of fees and fines, consistent with state law, to recover the reasonable costs to the City incurred for impounding abandoned carts. Each approach is explained further.

1. Prosecution for Misappropriation of Carts. As to the first tool, many of you have already acknowledged and agreed to more active enforcement and prosecution for unlawful misappropriation of carts, and the City is appreciative of the interest and participation.

2. Amendments to Municipal Code. The City's existing Municipal Code currently requires all retail businesses providing shopping carts to maintain an "effective containment system" for the carts so that no more than five carts are removed from the business premises within any 12-month period. As this system is not working, the City is changing that standard to no more than three (3) carts in a 6-month period and will only allow the following types of containment systems:

   - Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business;
   - Shopping carts equipped with a wheel-locking mechanism used in conjunction with an electronic barrier to prevent removal from the perimeter of the shopping area; and/or
   - Security guards posted at the perimeter of the premises to deter and stop customers who attempt to remove carts.

   Thus, if your business uses a different containment system (such as bollards), your business must use one of the above three systems upon the effective date of the ordinance. While these changes have not yet been adopted, the City anticipates bringing the proposed amendments to the City Council as early as the meeting of July 3rd, 2018. All interested members of the community are welcome to attend and provide comment.

3. Fines and Fees. Additionally, state law authorizes the City to impose administrative fees and fines on business that fail to properly contain and timely retrieve carts removed from the business premises. As a part of the ordinance process, the City will also be proposing that the City Council adopt fines and fees as penalties for businesses who do not comply with the ordinance.

Please contact Lt. Heath Parsons at (530) 661-7845 or heath.parsons@cityofwoodland.org for additional information or if you have questions.

The City hopes that through the collective effort of the Woodland community, this problem can be more effectively managed.

Sincerely,

Paul Navazio
City Manager

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 3, 2018

ITEM #: 13.

SUBJECT: Woodland Regional Park Site - Lease Agreement with Explorit

Recommendation for Action:
Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and approved Resolution No. _____, authorizing the City Manager to execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center.

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

Fiscal Impact:
The complete fiscal impact of implementing the Woodland Regional Park Master Plan is unknown at this time. The lease agreement provides for City to assist in the management of the improvements to the wetland and trail system for which grants have been secured. As part of the proposed FY19 CIP budget, $30,000 has been identified to fund these initial costs and provide the necessary matching funds for the grants. Additional expenses are anticipated for completion of the improvements but amounts are unknown at this time. At the time future costs are determined, staff will return to Council with the necessary expenditure request.

Background:
On July 6th, 2017, the City Council received an update on the Woodland Regional Park and took the following actions:

1. Direct staff to complete negotiations with the Yolo Habitat Conservancy for establishment of a conservation easement on the Site and return to Council with final easement documents and appraisal value; and
2. Approved Resolution No. _____, authorizing the City Manager to prepare and execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center; and
3. Direct staff to pursue grant funding opportunities in partnership with Explorit to fund improvements at the Site consistent with the proposed conservation easement and attached draft Master Plan for the Woodland Regional Park.

The majority of effort over the past year has been focused on pursuing grant funding to construct improvements and establish initial outdoor educational programming at the site. To date, the City, in collaboration with Explorit and Tuleyome, has been successful in securing a total of $1,127,500 in grant funding to construction initial improvements and provide outdoor education programming at the site. The three grants that have been secured include:

· $500,000 from the State Parks Department Outdoor Environmental Education Facilities Program for construction of an accessible trail and interpretive signage adjacent to the future enhanced wetland area.

· $511,000 from the California Wildlife Conservation Board (via California Waterfowl Association) for the enhancement of the approximately 22 acre former borrow pit into a seasonal and permanent wetland.

· $116,500 from the State Parks Department Habitat Conservation Fund for Outdoor Education and Programming

These grant funds will be eligible for reimbursement of expenses July 1st and efforts are underway to try and initiate the wetland enhancement project later this summer. The trail improvements will follow next Spring or early summer while the educational programming is planned to commence this Fall to utilize the construction of the wildlife improvements as part of the educational process.

Discussion:
Now that funding for initial site improvements has been secured, Explorit and the City are prepared to execute the lease agreement to define shared use and maintenance responsibilities. The following is a list of lease terms and performance requirements contained within the lease:

Lease terms:

• Property location and boundaries encompassed by this agreement: Approximately 2.5 acre development area within the Regional Park Site (Attachment 1)

• Lease Term – 10 years with (4) 10-year extensions

• Rent: $1 / year

• Explorit and City agree to jointly plan and work collaboratively to implement improvements to the Regional Park Site substantially consistent with the attached draft Master Plan

• City agrees to provide staff assistance to Explorit to review the site and building plans for the development of an Environmental Education Center at no cost to Explorit

• Explorit shall provide primary fund raising and grant writing services for Master Plan Improvements including the trail system, wetland restoration of the borrow pit, Education Center, and associated improvements to the site

• Prior to construction of the Education Center, Explorit may use the 2.5 acre development site, proposed trails, paths, and wetland areas for preliminary educational programming, fundraising, and advancement of the Master Plan

• Explorit shall maintain insurance naming city additionally insured ($2M aggregate general aggregate)

• Explorit and City shall enter into a shared use and maintenance agreement stipulating terms for access, use, and maintenance of improvements on the Property including a Maintenance and Management Plan for the wetland area

• Explorit acknowledges City's and Yolo Habitat Conservancy's desire to record a permanent conservation easement on the Regional Park property, that includes the 2.5 acres, and agrees to comply with all terms and management activities required in the easement if executed

• Terms of Use are subject to obtaining required, City, State, Federal permits that affect the site development and proposed uses.

Performance Requirements:

• Property location and boundaries encompassed by this agreement: Approximately 2.5 acre development area within the Regional Park Site (Attachment 1)

• Lease Term – 10 years with (4) 10-year extensions

• Rent: $1 / year

• Explorit and City agree to jointly plan and work collaboratively to implement improvements to the Regional Park Site substantially consistent with the attached draft Master Plan

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• Explorit and City shall enter into a shared use and maintenance agreement stipulating terms for access, use, and maintenance of improvements on the Property including a Maintenance and Management Plan for the wetland area

• Explorit acknowledges City's and Yolo Habitat Conservancy's desire to record a permanent conservation easement on the Regional Park property, that includes the 2.5 acres, and agrees to comply with all terms and management activities required in the easement if executed

• Terms of Use are subject to obtaining required, City, State, Federal permits that affect the site development and proposed uses.

Woodland Regional Park and Environmental Education Center Master Plan
The City's General Plan identifies the property as a publicly accessible open space. The conservation easement has been drafted to anticipate the improvement of the site with a trail system as well as drainage/wetland improvements to enhance the site a publicly accessible open space. To inform the terms of the Easement, conceptual plans were prepared to identify the location and types of improvements that could occur to ensure compatibility with the habitat values of the site (Attachment 3). The Plan includes up to 3.1 miles of trails and pathways, approximately 20 acre wetland/stormwater detention facility, retention of city well, and a ~2.5 acre development envelop. The Draft Master Plan has been developed in consultation with both the Conservancy as well as Tuleyome and Explorit who are interested in integrating an environmental education center on the site. The draft Master Plan will be refined as terms of the conservation easement are finalized and funding and programming opportunities are explored.

Habitat Conservation Easement
The JPA approached the City in 2014 to see if it had interest in considering selling a Swainson's Hawk Easement on the property before approaching other potential mitigation properties.
At its June 17, 2014 meeting, City Council directed staff to work with the Yolo County HCP/NCCP Joint Powers Agency, now Yolo Habitat Conservancy, to conduct the necessary next steps to record a Swainson's Hawk easement on a majority of the City's 160-acre Woodland Regional Park Site. Since this action, staff have been working with Conservancy staff to negotiate the terms of the Easement. The JPA has funding currently available within its mitigation funds to acquire the easement and have previously prioritized the use of those funds for this site should the City be interested. The JPA is also considering other sites within the County for use of these funds should they be unsuccessful in reaching agreement with the City.

Conservation Easement Next Steps

The following is a list of the steps remaining to be taken prior to presenting City Council with final conservation easement items for consideration. These include;

- Finalize Conservation Easement document
- Preparation of an appraisal to determine easement value
- Preparation of a Property Analysis Record (PAR)
- Develop habitat management plan(s) for the site
- Identify entity(ies) that will hold the easement and manage the site

Once the above reference tasks are completed, staff will bring back to City Council the final documents and recommendations for final action. It is anticipated that this process will take 90-120 days.

Conclusion:

Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and approved Resolution No. _____, authorizing the City Manager to execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center.

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/27/2018	Resolution
Lease Agreement	6/28/2018	Agreement
Woodland Regional Park Master Plan	6/27/2018	Backup Material

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EXPLORIT SCIENCE CENTER, A CALIFORNIA NON PROFIT CORPORATION FOR THE IMPROVEMENT AND LEASE OF A PORTION OF THE WOODLAND REGIONAL PARK SITE

WHEREAS, the City of Woodland ("City") is the owner of certain property located at 20179 County Road 102 in the City of Woodland, County of Yolo, State of California (the "Property"), which Property is known as the Woodland Regional Park; and

WHEREAS, the City wishes to lease an approximately 2.5-acre portion of the Property to Explorit Science Center, (Explorit) a California Non Profit Corporation, and Explorit wishes to lease a portion of the Property; and

WHEREAS, the Property has been unoccupied since 2011 and the City is considering recording a habitat conservation easement on the Property that will allow for use of the property for recreational open space purposes, including the development of facilities for environmental education center, and

WHEREAS, a draft Master Plan for the Woodland Regional Park has been prepared to delineate areas of the site for various recreational and educational uses consistent with the habitat values of the Property; and

WHEREAS, the planned improvements to the site will allow the Property to be better utilized in a manner that benefits and serves the needs of the community while improving the habitat value of the Property; and

WHEREAS, and the improvement and use of the Property by Explorit for environmental education programming is consistent with the City's 2035 General Plan.

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

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **Approval of Disposition and Development Agreement.** The City Council hereby authorizes the City Manager to enter into and if necessary make minor modifications, after consultation with the City Attorney, a lease agreement with Explorit Science Center for the improvement and use of the Woodland Regional Park (20179 County Road 102) consistent with the terms outlined in the July 6, 2017 City Council staff report approving this Resolution.

[Continued on next page]

APPROVED AND ADOPTED THIS 3rd day of July, 2018.

____
Enrique Fernadez, Mayor
City of Woodland

ATTEST:

____
Ana Gonzalez, City Clerk
City of Woodland

GROUND LEASE BETWEEN
CITY OF WOODLAND AND EXPLORIT SCIENCE CENTER

This Ground Lease (**"Lease"**) is made and entered into this ______ day of ______ _____________, 2018, by and between the City of Woodland, a municipal corporation of the State of California (**"City"**) and Explorit Science Center, a California not for profit corporation ("**Tenant**"), who are individually referred to herein as a "**party**" and together as the "**parties**."

1. **<u>Property and Background.</u>**

A. <u>Overview</u>. The purpose of this Lease is to allow for the leasing of the Site (defined in Section 1.C below) for the construction, development, and operation thereon by Tenant of an environmental education center that Tenant will use to provide educational programs and activities related to the natural environment. Tenant anticipates partnering with other non-profit organizations to provide science education, including Tuleyome, a Woodland-based non-profit organization that works to conserve, enhance, and restore lands in Yolo County and surrounding counties.

B. <u>City's Intent in Entering into this Lease</u>. City is entering into this Lease with its specified uses, term, and rent because City desires to assist in providing an environmental and science educational center to the Woodland community, Yolo County, and the greater Sacramento region. But for this use, City would not enter into this Lease.

C. <u>Site</u>. City owns 160 acres of certain real property referred to as the "Regional Park Site," located just east of County Road 102 and south of County Road 25 in Yolo County. The Regional Park Site is identified with Yolo County Assessor Parcel's Number 042-030-012. The City and the Yolo Habitat Conservancy are in the process of placing a permanent conservation easement to protect Swainson's Hawk habitat on the Regional Park Site. Within the Regional Park Site conservation easement there is an approximate 2.5 acre development area, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, that is hereinafter called the "**Site**" and which Tenant desires to lease for a science education center.

D. <u>Lease</u>. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, City hereby leases and demises to Tenant, and Tenant hereby leases and hires from City, the Site together with all rights, privileges, and easements appurtenant thereto, for the term and upon the covenants and conditions set forth herein. Tenant intends to build out the Site in a manner consistent with the draft Master Plan, attached hereto as **Exhibit B** and incorporated herein, and cooperate with the City for recreational and open space enhancements to the entire Regional Park Site.

2. **<u>Term</u>**. This Lease shall commence on the date the Memorandum of Lease (attached hereto as **Exhibit C** and incorporated herein) is recorded in the office of the Yolo County Recorder (the **"Lease Term Commencement Date"**). The initial term of this Lease (the "**Lease Term**") shall be ten (10) full calendar years and shall expire at 11:59 p.m. on the day before the tenth (10th)

anniversary of the commencement date, unless terminated earlier in accordance with this Lase. The parties may mutually agree to extend this Lease for four (4) additional ten (10) year terms.

3. **Rent**. The annual base rent ("**Rent**") for the Site for the Lease Term shall be one dollar ($1.00), due and payable to City for the full term of this Lease upon complete execution of the Lease by both parties ($10.00). This Lease is a net lease, and Rent and other payments due and payable hereunder to or on behalf of City shall be paid without notice or demand and without offset, counterclaim, abatement, suspension, deferment, deduction, or defense.

4. **Use of Property**.

A. General. The parties agree that they are both raising funds, including applying for grant funding, to provide sufficient funds for Tenant to construct an environmental educational center on the Site. The parties agree that sufficient funds will be raised for such construction within five (5) years of the Commencement Date of this Lease and that in the interim, Tenant will be permitted to use the Site in accordance with the terms of this Lease.

B. Use Prior to Completion of Environmental Education Center. Prior to completion of the environmental education center buildings (described further in Section 4.C. below), Tenant agrees to use the Site a minimum of four (4) times per year to provide educational tours to students, organized groups, and others interested in the Regional Park Site. Tenant may also use the Site to hold a fundraising event(s), which will not be considered an educational tour or activity unless City agrees in advance that the fundraising event is considered an educational tour or activity. With City's prior written approval, Tenant may prepare, at its sole cost and expense, the Site grounds for such purposes, including installing interactive displays and signs, setting up equipment, creating pedestrian trails, and installing temporary parking areas. Tenant agrees to provide the City with 48 hours notice if Tenant will bring anyone other than Tenant's staff, board members, or volunteers to the Site. Tenant agrees to keep the Site free of litter and agrees that it is solely responsible for any damage or loss of any personal property or signs left on the Site by Tenant, its employees, volunteers, partners, or agents.

C. Construction of Environmental Education Center. Within five (5) years of the Commencement Date of this Lease, Tenant will construct, develop, maintain, and operate an environmental educational center ("**Environmental Education Center**"), consistent with the Master Plan for the Site, as set forth in **Exhibit B**, attached hereto and incorporated herein, and the terms of this Lease. Tenant shall not change the use of the Site without first obtaining the written consent of City. City may withhold consent for any reason in City's sole and absolute discretion. The parties hereby understand that City would not enter into this Lease but for the use of the site for an Environmental Education Center.

D. Building Improvements. Tenant shall construct upon the Site a building of approximately 10,000 to 25,000 square feet and related site improvements, which shall collectively be the Environmental Education Center and shall be constructed in accordance with plans and drawings approved by the City and the Tenant (the "**Approved Environmental Education Center Plans**") as provided in Section 5 below. The Environmental Education Center shall be constructed and developed with the following uses: a large multi-use space for lectures, workshops, meetings, banquets, and community gatherings; a teaching lab to accommodate approximately 30-40 students; an adjacent flexible teaching space that will provide a resource for science education; a large outdoor covered space to serve as an outdoor classroom, theater, and activity area; other collaborative work space; an administration office; and parking for volunteer and visitor vehicles.

E. Use Prohibitions. Tenant agrees that in connection with the use and operation of the Site, it will not:

i. Sell or assign its interest in this Lease without the prior written consent of City, which consent may be withheld at City's sole and absolute discretion; or

ii. Sublease all or any portion of the Site and improvements thereon without the express written consent of City which consent may be withheld at City's sole and absolute discretion; or

iii. [blank]

iv. Cause or permit substantial and obnoxious odors to emanate or be dispelled from the improvements; or

v. Permit undue accumulations of garbage, trash, rubbish, or any other refuse; or

vi. Create, cause, maintain, or permit any nuisance (as defined under applicable law) in, on or about the Site; or

vii. Commit or suffer to be committed any waste (as defined under applicable law) in, on or about the Site; or

iix. Knowingly use or allow the Site to be used for any unlawful purpose, or for any purpose that violates the terms of any recorded instrument that affects the Site and the surrounding Regional Park Site property and that is senior in priority to this Lease; or

ix. Cause or permit any insurance coverage on the Site or the improvements thereon to become void or voidable (unless Tenant has previously obtained replacement coverage in the same amounts) or make it impossible to obtain any required insurance at commercially feasible rates; or

x. Violate any law, ordinance, or regulation applicable to the Site and the improvements thereon.

xi. Violate any term or condition of the permanent conservation easement placed on the Regional Park property following recordation of such an easement by the City and the Yolo Habitat Conservancy; or

xii. Discriminate against or segregate of any person or group of persons on account of race, color, creed, religion, age, disability, gender, sexual orientation, gender identity, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site or the improvements thereon, or any part thereof, and Tenant itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, subtenants, or vendees of the Site or the improvements thereon, or any part thereof.

F. Governmental Requirements. Subject to Tenant's right to contest provided in Section 5 below, Tenant shall at all times comply with, and shall pay all costs and expenses that may be incurred or required to be paid in order to comply with, any and all laws, statutes, ordinances, rules, and regulations that apply to the operation and use of the Site, including those requiring alterations or additions to be made to, or safety appliances and devices to be maintained or installed in, on or about the Site under any laws now or hereafter adopted, enacted or made and applicable to the Site, and payment of any fees, charges or assessments arising out of or in any way related to the Site as a source of adverse environmental impacts or effects.

G. Use and Maintenance of Environmental Education Center. Prior to the City's issuance of a Certificate of Occupancy for the Environmental Education Center, the parties will enter into an agreement concerning the use and maintenance of the Environmental Education Center and the Site. This use and maintenance agreement will address topics including, but not limited to, access to the buildings and Site and maintenance of the Environmental Education Center and grounds. To the extent that there is any conflict between this Lease and the use and maintenance agreement, the terms of this Lease shall control.

5. **Construction and Maintenance of Improvements**.

A. Initial Improvements. Prior to construction of the Environmental Education Center, Tenant may construct walking trails and install equipment, interactive displays, and signs, all at its own cost an expense. Tenant will consult with City prior to making any initial improvements to the Site. City sponsored development of an approximately 20 acre "wetland/aquatic site" at the former borrow pit, as well as a public access trail, will be implemented in consultation with the Tenant so that overall Park development is coordinated to optimize resources and public access. Maintenance of the "wetland/aquatic site" is to be a shared responsibility between Explorit and the City as identified in Section 5 M. below.

B Construction of Environmental Education Center. Within five (5) years after the Lease Term Commencement Date, Tenant shall be ready to commence construction of the Environmental Education Center. This means that Tenant shall have secured sufficient funding for both construction and on-going maintenance of the Environmental Education Center, shall have completed its designs and have submitted its building permit plans to the City, shall have an operations and maintenance plan submitted to the City, and shall have submitted evidence of financing to the City. If Tenant is not ready to commence construction within five (5) years following the Lease Term Commencement Date, the parties agree to renegotiate this Lease and to terminate this Lease if the parties cannot reach agreement six (6) months following the fifth year from the Lease Term Commencement Date.

C. Tenant's Election to Construct New Improvements. Following Tenant's completion of the Environmental Education Center, Tenant may, but is not obligated to, construct or otherwise make new improvements on any part, or all, of the Site and to demolish, remove, replace, alter, relocate, reconstruct, or add to any existing improvements in whole or in part, provided Tenant continues to use the improvements as a Environmental Education Center as described and permitted in Section 4 above, is not then in default under any condition or provision of this Lease beyond any applicable notice or cure period, and provided the improvements following the work are at least equal in value to any improvements as they were before being demolished, removed, replaced, altered, relocated, reconstructed, modified, or changed. All salvage shall belong to Tenant.

D. Conditions of Construction. Before construction of the Environmental Education Center and prior to any construction, alteration, or repair is commenced on the Site, and before any building materials have been delivered to the Site by Tenant or under Tenant's authority, Tenant shall comply with all the following conditions or procure City's written waiver of the condition or conditions specified in the waiver.

i. Delivery of Plans and Specifications to City. Tenant shall deliver to City for City's approval two sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice in California, including but not limited to preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas and landscaping, all sufficient to enable potential contractors and subcontractors to make reasonably accurate bid estimates and to enable City to make an informed judgment about the design and quality of construction and about any effect on the reversion. All improvements shall be constructed within the exterior property lines of the Site, provided that required work beyond the Site on utilities, access, and conditional use requirements do not violate this provision. With the plans, Tenant shall deliver to City the certificate of the person or persons who prepared the plans and specifications certifying that the Tenant has fully paid for them or that the preparer is waiving payment and waiving any right to a lien for preparing them and permitting City to use the plans without payment for purposes relevant to and consistent with this Lease.

ii. City's Approval. City shall not unreasonably disapprove the preliminary plans and specifications. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for disapproval. Tenant shall not deliver working drawings to any governmental body for a building permit until preliminary plans are approved as provided in this paragraph. Following City's first or any subsequent disapproval, Tenant shall submit revised plans and specifications within thirty (30) days after receiving City's notice of disapproval. Disapproval and submission of revised plans shall not extend time for commencing or completing construction.

iii. Final Plans and Specifications. Tenant shall prepare or cause to have prepared final working plans and specifications substantially conforming to preliminary plans previously approved by City, submit them to the appropriate governmental agencies for approval, and deliver to City one (1) complete set as approved by the applicable governmental agencies. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval, and if they do not depart substantially in size, utility or value from the preliminary plans.

E. Notice of Intent to Construct. Tenant shall notify City of Tenant's intention to commence a work of improvement at least ten (10) days before commencement of any such work or delivery of any materials. Such notice shall specify the approximate location and nature of the intended improvements. City shall have the right to post and maintain on the Site any notices of non-responsibility provided for under applicable law and to inspect the Site in relation to the construction at all reasonable times.

F. City's Approval of General Contractor. Tenant shall furnish City with a true copy of Tenant's proposed contract with the selected general contractor ("Construction Contract") and with evidence of the general contractor's financial condition. The Construction Contract shall give City the right but not the obligation to assume Tenant's obligations and rights under that contract if Tenant should default under the Construction Contract.

City may disapprove Tenant's selection of a general contractor by written notice given within fifteen (15) days following delivery of the copy of the proposed Construction Contract to City. The notice shall specify the grounds for disapproval. City shall not unreasonably disapprove and shall be considered to have approved in the absence of notice of disapproval given within fifteen (15) days after Tenant furnishes the Construction Contract and evidence specified above. If Tenant elects to act as general contractor, reference above to Construction Contract and evidence shall be considered to apply to the subcontractor of each subcontract in excess of $20,000. Tenant shall not be required to enter into the Construction Contract until Tenant shall have received City's approval of Tenant's selected general contractor as described above.

G. Completion Bond. Tenant shall furnish City a bond as described below if, and promptly after, City gives notice of demand within 15 days after Tenant has complied with all the foregoing conditions of major construction. The bond shall be that of a responsible surety company, licensed to do business in California, and, in the case of the initial construction, in an amount not less than ONE HUNDRED PERCENT (100%) OF THE CONSTRUCTION CONTRACT PRICE and shall remain in effect until the entire cost of the work shall have been paid in full and the new improvements shall have been insured as provided in this Lease. For major construction after initial construction of the Environmental Education Center, the amount of the bond shall be 125% of the architect's initial estimate of the cost of such major construction. The bond shall state the following:

i. That it is conditioned to secure the completion of the proposed construction, free from all liens and claims of contractors, subcontractors, mechanics, laborers, and materialmen for 24 months following commencement of construction;

ii. That the construction work shall be effected by Tenant, the general contractor, or on their default, the surety;

iii. That in default of such completion and payment, such part of the amount of the bond as shall be required to complete the work shall be paid to City as liquidated and agreed damages for the nonperformance of Tenant's agreements, it being agreed that the exact amount of City's damages is difficult and impractical to ascertain; and

iv. That the surety will defend and indemnify City against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

City may, but shall not unreasonably, disapprove the bond. The bond shall be deemed approved unless notice of disapproval is given with fifteen (15) days after receipt of the proposed bond.

H. Required Governmental Permits. Tenant shall procure and deliver to City at Tenant's expense evidence of compliance with all then applicable codes, ordinances, regulations and requirements for permits and approvals, including but not limited to a grading permit, building permits, zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction. As part of this requirement, Tenant shall obtain approval of any rezone or lot line adjustment to the Site that would be required prior to construction of the Environmental Education Center.

I. Builder's Risk and Other Insurance. Tenant shall deliver to City (1) certificates of insurance evidencing coverage for "builder's risk," (2) evidence of worker's compensation insurance covering all persons employed in connection with the work and (3) reasonable evidence that Tenant has paid or caused to be paid all premiums for the coverage described above in this paragraph and any increase in premiums on insurance provided for in the article on insurance, sufficient to assure maintenance of all insurance above during the anticipated course of the work. Tenant shall maintain, keep in force and pay all premiums required to maintain and keep in force all insurance above at all times during which such work is in progress.

J. Soil Conditions. Except as set forth in this Section 5.J. City makes no covenants or warranties respecting the condition of the soil or subsoil or any other condition of the Site. City has no actual knowledge of past uses of the Site. To City's actual knowledge, the Site contains no substances that might constitute Hazardous Materials as defined in Section 8.B.ii.c below. City agrees to perform soil tests of the Site within 45 days of execution of Lease to establish baseline soil condition. Tenant may, pursuant to a separate right of entry agreement entered into between the parties, enter onto the land before the Commencement Date to make additional soil and structural engineering tests that Tenant considers necessary. Tenant shall have the insurance required pursuant to this Lease in place prior to any entry onto the Land, unless City agrees to alternative insurance in advance of Tenant's entry onto the land. All such tests made by or on behalf of Tenant shall be at Tenant's sole expense and risk and shall be evidenced by a separate contract. A copy of any report made in connection with such tests shall be delivered to City within thirty (30) days of receipt by Tenant. Except as approved by City, Tenant shall restore the property to its baseline condition upon completion of any tests Tenant conducts under this Section.

K. Grant of Easements. City shall cooperate with Tenant in granting to public entities or public service corporations, for the purpose of serving the Site and, with the reasonable approval of City, other property, rights-of-way or easements on or over the Site for poles or conduits or both for telephone, electricity, water, sanitary or storm sewers or both and for other utilities and municipal or special district services.

L. Completion of Improvements.

i. Diligent Prosecution to Completion. Once the work is begun, Tenant shall with reasonable diligence prosecute to completion all construction of improvements, additions or alterations. Construction required at the inception of this Lease pursuant to Section 5.A. above shall be completed and ready for use within thirty-six (36) months after commencement of construction, provided that the time for completion shall be extended for as long as Tenant shall be prevented from completing the construction by delays beyond Tenant's control as provided in Section 12.D. below; but failure, regardless of cause, to complete construction within 48 months (4) years following the Commencement Date shall, at City's election exercised by written notice to Tenant, terminate this Lease. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to City as required by this Lease, and shall comply with all applicable governmental permits, laws, ordinances and regulations.

ii. Protection of City Against Cost or Claim. Tenant shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law in effect in California when the work begins. No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the Site or any part of it any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished the bond required in California Civil Code section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Site from the effect of such a lien claim).

Except for City's willful misconduct Tenant shall defend and indemnify City against all liability and loss of any type arising out of work performed on the Site by Tenant, together with reasonable attorneys' fees and all costs and expenses incurred by City in negotiating, settling, defending or otherwise protecting against such claims in the event of the breach by Tenant of the duty to defend or indemnify City.

iii. City's Right to Discharge Lien. If Tenant does not cause to be recorded the bond described in California Civil Code section 3143 or otherwise protect the property under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. Tenant shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

iv. Notice of Completion. On completion of any substantial work of improvement during the Term, Tenant shall file or cause to be filed a notice of completion. Tenant hereby appoints City as Tenant's attorney-in-fact to file the notice of completion on Tenant's failure to do so after the work of improvement has been substantially completed.

v. Notice of Changes in Plans. On completion of any work of improvement, Tenant shall give City notice of all changes in plans or specifications made during the course of the work and shall, at the same time and in the same manner, supply City with "as built" drawings, both on paper and on CAD, accurately reflecting all such changes. City acknowledges that it is common practice in the construction industry to make numerous changes during the course of construction on substantial projects. Changes that do not substantially alter plans and specifications previously approved by City do not constitute a breach of Tenant's obligations.

M. Maintenance; Repairs, Alterations; Reconstruction.

i. Tenant Required to Maintain Site. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Site and all improvements constructed on the Site in good order condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of: (a) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (b) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (c) all insurance companies insuring all or any part of the Site or Improvements or both.

ii. Maintenance of “wetland/aquatic site”. Within 45 days of execution of Lease, the City and Tenant shall jointly develop and enter into a Maintenance and Management Plan (MMP) for the City constructed “wetland/aquatic site”. The specific maintenance actions and resources required, and responsibilities for actions will be developed by the Tenant and the City with a mutually acceptable proportion of resources required to implement the “MMP”. Tenant and City together shall recruit and organize such expertise and other consultants necessary for development and implementation of the MMP, and shall share in providing resource for the MMP in a mutually agreed to formula.

Tenant shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the Environmental Education Center , resulting wholly or in part from causes required by this Lease to be covered by property insurance, if the cost of the work so required does not exceed fifty percent (50%) of the replacement value of all the Environmental Education Center. If the cost does exceed that percent, Tenant may nevertheless repair, restore, and replace as above or may, by notice to City, elect instead to raze the Environmental Education Center Building damaged or destroyed. Within thirty (30) days after such notice, City may, by notice to Tenant, elect to repair, restore and replace as above, and Tenant shall not raze until the expiration of the time for City’s notice of its election. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality, and use to the condition of the Improvements before the event giving rise to the work, except as expressly provided to the contrary in this Lease. City shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Site. City’s election to perform any obligation of Tenant under this provision on Tenant’s failure or refusal to do so shall not constitute a waiver of any right or remedy for Tenant’s default, and Tenant shall promptly reimburse, defend, and indemnify City against all liability, loss, cost, and expense arising from it, except to the extent arising from the willful misconduct of City.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove, or replace any improvement, or as limiting provisions relating to condemnation or to damage or destruction during the final year or years of the Term. No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this section shall entitle Tenant to any offset, abatement, or reduction in rent nor to any termination or extension of the Term.

In determining whether Tenant has acted promptly as required under the foregoing paragraph, one of the criteria to be considered is the availability of any applicable insurance proceeds.

If Tenant elects not to restore after damage or destruction, in accordance with the provisions of this Lease, all insurance proceeds received by Tenant as a result of such damage or destruction shall be Tenant’s sole property.

Tenant has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to City, the validity or application of any law, statute, ordinance, order, rule, regulation, or requirement (hereafter called “Law”) that Tenant repair, maintain, alter, or replace the Environmental Education Center in whole or in part, and Tenant shall not be in default for failing to do such work until a reasonable time following final determination of Tenant's contest. If City gives notice of request, Tenant shall first furnish City a bond, satisfactory to City in form, amount, and insurer, guaranteeing compliance by Tenant with the contested law and indemnifying City against all liability that City may sustain by reason of Tenant's failure or delay in complying with the law. City may, but is not required to, contest any such law independently of Tenant. City may, and on Tenant's notice of request shall, join in Tenant's contest. City agrees to execute and deliver any papers that may be necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, order, rule, regulation, or requirement.

iii. Major and Minor Repairs, Reconstruction, Alterations. City's approval is not required for Tenant's minor repairs, alterations, or additions. "Minor" means a construction cost not exceeding Twenty-five Thousand Dollars ($25,000.00), none of which is derived from funds advanced on the security of an encumbrance on the leasehold or the property. "**Construction cost**" includes all costs that would constitute the basis of a valid claim or claims under the mechanics' lien laws in effect at the time the work is commenced for any demolition and any removal of existing Improvements or parts of Improvements as well as for preparation, construction and completion of all new improvements or parts of improvements. The dollar amount stated above shall be adjusted annually by the percentage change in the index known as the Engineering News Record-San Francisco Bay Area Cost of Construction Index or successor index. If the index is discontinued and there is no successor index, the reference figure shall be determined by the senior officer in the closest office of the United States Department of Commerce or successor department or agency. "Major" repairs, alterations or additions are those not defined as minor above. For major repairs, alterations or additions, Tenant shall comply with all construction conditions elsewhere in this Lease.

iv. Damage or Destruction During Final Years of Term. Tenant is relieved of the obligation to, but may, repair, restore, or reconstruct improvements damaged or destroyed during the final five (5) years of the Term, if: (i) the work or repairing, restoring, or reconstructing would cost more than 20% of the cost of initial construction, adjusted by the percentage change in the index known as the Engineering News Record-San Francisco Bay Area Cost of Construction Index or successor index; and (ii) Tenant complies with all the following conditions:

a. Gives City notice of the damage or destruction promptly but not later than thirty (30) days after the event, detailing facts that qualify the casualty under this provision;

b. Is not then in default under any provision or condition of this Lease beyond any applicable notice or cure period;

c. Continues to make all payments when due as required by the provisions of this Lease, provided that City may, by notice given at any time after Tenant's notice of the damage or destruction, elect to terminate the Lease at a date stated in City's notice and to forgive all rent for the period following that date. In the event of termination by City, payments of taxes and insurance shall be prorated as of the date of such termination;

d. Pays in full, or has paid in full, any outstanding indebtedness incurred by Tenant and secured by an encumbrance or encumbrances on the leasehold or City's fee or both;

e. Delivers possession of the Site to City and quitclaims all right, title and interest in the land and improvements if, and promptly after, ceasing to do business in the Site;

f. Causes to be discharged all liens and encumbrances resulting from any act or omission of Tenant;

g. Effectively relinquishes all remaining options to extend or renew the Lease, provided that the giving of notice of damage or destruction as a condition of relief from the obligation to repair, restore, or reconstruct shall be conclusively construed as such a relinquishment;

h. Removes or deposits the cost of removing all fixtures and improvements as specified in Section 5.N.iii; and

i. Effectively relinquishes and transfers to City all insurance proceeds resulting from the casualty to the extent that they exceed the unpaid balance of principal and interest on all loans secured by liens or encumbrances on the affected premises and the cost for any removal of fixtures and improvements required pursuant to the terms and conditions of Section 5.N.iii.

N. Ownership of Improvements.

i. Ownership of New Improvements. All improvements constructed on the Site by Tenant as permitted by this Lease shall be owned by Tenant until expiration of the Term or sooner termination of this Lease. Tenant shall not, however, remove any improvements from the Site nor waste, destroy, or modify any improvements on the Site, except as permitted by this Lease. The parties covenant for themselves and all persons claiming under them that the improvements are real property.

ii. Alterations. Throughout the Term, Tenant shall have the right to alter, expand and remodel the Environmental Education Center, subject to Tenant's obligations under this Section 5. City shall not withhold permission for such alterations to the Environmental Education Center, except that City may exercise reasonable right to approve changes that would affect the exterior appearance of the Environmental Education Center. Tenant shall have the absolute right to make changes in the interior of the Environmental Education Center, including the replacement and removal of walls and rearrangement of the layout of suites.

iii. Equipment, Chattel, Trade Fixtures. All articles of personal property, including all chattel and business and trade fixtures, machinery, equipment, furniture, and movable partitions owned by Tenant or any subtenants, and which were installed by Tenant or subtenants at their expense on the Site, shall remain the property of Tenant or subtenant, respectively, and may be removed at any time during the Term or upon termination of this Lease. Tenant shall be responsible for the repair of any damage caused by such removal.

iv. Ownership at Termination. Subject to the provisions of Section 5.N. and 10, all improvements on the Site at the expiration of the Term or sooner termination of this Lease shall, without compensation to Tenant, then become City's property free and clear of all claims to or against them by Tenant or any third person, and Tenant shall defend and indemnify City against all liability and loss arising from such claims or from City's exercise of the rights conferred by this paragraph except to the extent arising from City's willful misconduct.

v. Tenant's Duty to Remove. At the expiration or sooner termination of the Term, City may, at City's election, demand the removal from the Site of all fixtures and improvements constructed or placed on the Site by Tenant or of certain fixtures or improvements or both, as specified in the notice provided for below. A demand to take effect at the normal expiration of the Term shall be effected by notice given at least six (6) months before the expiration date; provided that the time for City to give such notice shall not expire until fifteen (15) days after a notice to City from Tenant stating the expiration date and referencing this section. A demand to take effect on any other termination of the Lease shall be effected by notice given in or concurrently with notice of such termination or within fifteen (15) days after such termination. Tenant shall comply with the notice before the expiration date, for normal termination, and within ninety (90) days after the notice for other terminations. The cost of such removal shall be paid by Tenant. The duty imposed by this provision includes but is not limited to the duty to demolish and remove all basements and foundations, fill all excavations, return the surface to grade and leave the Site safe and free from debris and hazards; provided that, after compliance with a demand for removal of less than all fixtures and improvements, Tenant shall be required to remedy only willful and negligent injuries to the Site or remaining improvements or fixtures. The duty imposed by this Section 5.N. shall not include an obligation to remove underground utilities, parking and sidewalk areas and landscaping.

O. Local, State & Federal Laws. Tenant shall carry out the construction of any and all improvements to the Site in compliance with all applicable laws.

P. California Labor Code Requirements. Tenant 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. Tenant and Tenant's contractors and subcontractors performing the improvement work described under this Agreement that qualifies as a "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, shall fully comply with such Prevailing Wage Laws. Tenant shall provide a copy of the prevailing rates of per diem wages in effect to Tenant's contractors. Tenant shall additionally make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the improvement work described under this Agreement available to interested parties upon request, and shall post copies at Tenant's principal place of business and at the site of the work. Tenant shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Tenant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1), and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The improvement work described under this Agreement may also be subject to labor compliance monitoring and enforcement by the

Department of Industrial Relations. It shall be Tenant's sole responsibility to comply with all applicable labor compliance requirements.

Q. Waiver. The provisions of this Section 5 shall govern the rights of the parties in the event of any full or partial destruction of improvements on the Site. Tenant hereby waives the provisions of Civil Code section 1932(2) and Civil Code section 1933(4) with respect to any destruction of any improvements on the Site to the extent that such Civil Code sections are inconsistent with the provisions of this Section 5.

Section 6. **Taxes and Assessments**.

A. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the Property that become payable during the Term. On written demand by City, Tenant shall furnish City with reasonably satisfactory evidence of these payments.

B. Revenue & Taxation Code Section 107.6, Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, in the event that a possessory interest is created, Tenant shall be responsible for payment of property taxes levied against such possessory interest.

C. Real Property Taxes. Tenant shall pay all real property taxes (including, if applicable, any possessory interest taxes), general and special taxes and assessments ("real property taxes") levied and assessed against the Site and Tenant's improvements on the Site. Each year City shall notify Tenant of the real property taxes, and immediately on receipt of the tax bill, shall furnish Tenant with a copy of the tax bill. Tenant shall, semi-annually, pay the real property taxes not later than the taxing authority's delinquency date.

D. Tenant's Tax Liability Prorated. Tenant's liability to pay real property taxes and new assessments shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Lease Term at its inception and expiration or earlier termination in accordance with this Lease.

E. Tax Contest. Tenant, at its cost, shall have the right at any time to seek a reduction in the assessed valuation of the Property or to contest any real property taxes that are to be paid by Tenant. If Tenant seeks a reduction or contests the real property taxes, the failure on Tenant's part to pay the real property taxes shall not constitute a default as long as Tenant complies with the provisions of this paragraph.

City shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of City or any owner of the Property. In that case City shall join in the proceeding or contest or permit it to be brought in City's name as long as City is not required to bear any cost. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest, and penalties incidental to the decision or judgment. If Tenant does not pay the real property taxes when due and Tenant seeks a reduction or contests them as provided in this paragraph, before the commencement of the proceeding or contest Tenant shall furnish to City a surety bond issued by an insurance company qualified to do business in California. The amount of the bond shall equal one hundred and ten percent (110%) of the total amount of real property taxes in dispute. The bond shall hold City and the Property harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

7. **Utilities.** Prior to submittal of building permits for the Environmental Education Center building, an amendment to this Lease Agreement shall be made identifying Tenant and City's responsibilities for the costs of utilities serving the Property including construction, maintenance, and use charges for water, sewer, gas, electric, telecommunication, and waste collection.

8. **Indemnity.**

A. General Indemnity. Tenant agrees to protect and does hereby indemnify and hold City harmless from all demands, claims, actions and damages to any person or property (including reasonable attorneys' fees) arising out of or connected with the use or occupancy of the Site by Tenant other than those attributable (and then to the extent attributable) to the willful misconduct of City or City's agents and their employees.

B. Environmental Indemnity. Tenant agrees, from and after the Lease Term Commencement Date, to defend (with counsel reasonably satisfactory to City), indemnify, protect, and hold harmless City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors, and assigns ("City Indemnitees") from, regarding, and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration, and/or release of Hazardous Materials (as defined herein), at, on, in, beneath, or from the Site caused by Tenant or Tenant's employees, agents, or contractors during the term of the Lease (sometimes herein collectively referred to as "Contamination"), except to the extent caused by the City or its agents, contractors, or employees during the City's ownership of the Site or existing on, in, or under the Site prior to the commencement of the Lease or caused by the City or its agents, contractors, or employees during the term of the Lease. Tenant's defense, indemnification, protection, and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim, or demand regarding the Contamination, at Tenant's sole cost.

City agrees, from and after the Lease Term Commencement Date, to defend (with counsel reasonably satisfactory to Tenant), indemnify, protect, and hold harmless Tenant and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors, and assigns ("Tenant Indemnitees") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, member expenses, Environmental Response Costs (as defined herein), or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees) resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration, and/or release of Hazardous Materials (as defined herein), at, on, in, beneath, or from the Site or adjacent properties (sometimes herein collectively referred to as "Contamination") prior to the commencement of the Lease or caused by the City or its agents, contractors, or employees during the term of the Lease. City's defense, indemnification, protection, and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim, or demand regarding the Contamination, at City's sole cost.

i. Release and Waiver. Tenant hereby releases and waives all rights, causes of action, and claims Tenant has or may have in the future against the Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Site, except to the extent caused or permitted by City or its contractors, agents, or employees prior to conveyance to the Tenant or caused by City during the term of the Lease. In furtherance of the intentions set forth herein, Tenant acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

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

Tenant hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section.

City hereby releases and waives all rights, causes of action and claims City has or may have in the future against the Tenant arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Site, caused by City during the term of the Lease. In furtherance of the intentions set forth herein, City acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

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

City hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Section.

ii. Definitions.

a. As used in this Lease, the term "Environmental Response Actions" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities, or responses to inquiries and notice letters, as may be sought, initiated, or required in connection with any local, state, or federal governmental or private party claims, including any claims by Tenant.

b. As used in this Lease, the term "Environmental Response Costs" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

c. As used in this Lease, the term “Hazardous Materials” means any substance, material, or waste that is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” or “restricted hazardous waste” under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a “hazardous substance” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

C. Materiality. Tenant acknowledges and agrees that the defense, indemnification, protection, and hold harmless obligations of Tenant for the benefit of City set forth in this Lease are a material element of the consideration to City for the performance of its obligations under this Lease, and that City would not have entered this Lease unless Tenant’s obligations were as provided for herein.

9. **Insurance.**

A. General. Without limiting Tenant’s indemnification of City, Tenant shall provide and maintain at its own expense during the Lease Term the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) reasonably satisfactory to City and evidence of such programs satisfactory to City shall be delivered to City on or before the Lease Term Commencement Date. Such evidence shall specifically identify this Lease and shall contain express conditions that City is to be given written notice at least 30 days in advance of any material modification or termination of any program of insurance.

B. During Construction. During the period of construction, Tenant shall provide or cause its contractors or subcontractors to furnish the following forms and amounts of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by City, shall name City as an additional insured, and shall include, but not be limited to:

i. Builders All-Risk Insurance covering the entire work against loss or damage until completion and acceptance by City as evidenced by the issuance of a Certificate of Completion. Such insurance shall be in an amount equal to the replacement value of the subject improvements and endorsed for broad form property damage, breach of warranty, and explosions, collapse and underground hazards, except earthquakes. Reasonable deductibles will be allowed.

ii. Commercial General Liability Insurance endorsed for premises-operations, products/completed operations and contractual liability, in the amount of at least $1,000,000 for any person, $3,000,000 for any occurrence, $5,000,000 annual aggregate and $500,000 property damage.

iii. Commercial Auto Liability Insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least One Million Dollars ($1,000,000) per occurrence.

iv. Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and that specifically covers all persons providing services on behalf of Tenant under this Lease and all risks to such persons and employer's liability insurance with a limit of no less than $1,000,000 per employee and $1,000,000 per occurrence.

C. Following Completion of Construction. During the term of this Lease, following the issuance of a Certificate of Completion, Tenant shall provide the following forms and amounts of insurance with respect to the Site. Such insurance shall be primary to and not contributing with any other insurance maintained by City, shall name City as an additional insured, and shall include, but not be limited to:

i. Property Insurance in at least as broad as ISO Special Form Causes of Loss, CP 1030 covering all improvements against loss or damage in an amount equal to not less than 100% of the replacement cost, with such deductible as shall be reasonable in comparison with similar properties. An earthquake endorsement shall not be required. City shall be made an additional insured on any policy of insurance required by any permanent or construction lender.

ii. Commercial General Liability Insurance in at least as broad as the most commonly available ISO commercial general liability policy Form CG 00 01 endorsed for premises-operation, products/completed operations, and contractual liability in the amount of at least $3,000,000 for any occurrence, and a general aggregate limit of at least $5,000,000 and $500,000 property damage.

D. Review. The liability insurance requirements may be reviewed by City and Tenant every five years for the purpose of mutually increasing (in consultation with their respective insurance advisors) the minimum limits of such insurance from time to time to limits which shall be reasonable and customary for similar facilities of like size and operation in accordance with generally accepted insurance industry standards. If the parties are unable to mutually agree upon such new limits within thirty (30) days of a written demand by one party upon the other, the determination of an independent insurance advisor selected by the parties' insurance advisors shall be binding upon the parties.

E Proof of Coverage. All policies required hereunder shall be with companies having a Best's A VII rating (and if Best's no longer exists, an equivalent rating). Executed copies of all policies of insurance or certificates thereof shall be delivered to City. All insurance policies required by this Section 9, except for Section 9.C(1) shall name City as an additional insured. As often as any such policies shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent. All policies of insurance must contain a provision that the company writing such policy will give all parties thirty (30) days advance written notice of any cancellation or lapse of the effective date or any reduction in the amounts of insurance.

Nothing in this Section 9 shall prevent Tenant from carrying insurance of the kind required of Tenant under a blanket insurance policy or policies that cover other properties owned or operated by Tenant. Tenant shall provide City with certificates of insurance naming City as an additional insured and setting forth the required coverage.

10. **Condemnation.**

A. Definitions.

i. "Condemnation" means (1) the exercise of any governmental power in eminent domain, whether by legal proceedings or otherwise, by a condemnor, and (2) a voluntary sale or transfer to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

ii. "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

iii. "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

B. Parties' Rights and Obligations to be Governed by Lease. If during the Lease Term there is any taking of all or any part of the Site, any improvements on the Site. or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Section 10.

C. Total Taking. If the Site is totally taken by condemnation, this Lease shall terminate on the date of taking.

D. Effect of Partial Taking. If any portion of the Site or the improvements thereon is taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if the remaining portion of the Site is rendered unsuitable (as defined herein) for Tenant's continued use. The remaining portion of the Site shall be deemed unsuitable for Tenant's continued use if following a reasonable amount of reconstruction, Tenant's Environmental Education Center on the Site could not be operated in a manner that is comparable to the manner of operation prior to the date of the taking. Tenant must exercise its right to terminate by giving City written notice of its election within ninety (90) days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination, which shall not be prior to the date of taking. Failure to properly exercise the election provided for in this paragraph will result in this Lease continuing in full force and effect.

E. Restoration of the Site. If, in Tenant's judgment, it is reasonably possible and economically feasible to do so, Tenant shall be entitled to use so much of the Award as is necessary to restore or to add on to the Site so that the area and approximate layout of the Site will be substantially the same after the date of taking as they were before the date of taking. In such a case the remainder of the Award shall belong to City. If it is not reasonably possible to so restore the area and layout of the Site, the remaining provisions of this Section 10 shall govern the rights of the parties.

F. Waiver of Code of Civil Procedure Section 1265.130. Each party waives the provisions of the Code of Civil Procedure section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Site.

G. Award. In the event of a partial taking, the Award for the Site and the improvements shall be applied as provided in Section 10.E. above. In the event of a Total Taking or if it is not reasonably possible to restore the Site and improvements as provided in Section 10.E., any Award awarded or made payable because of the taking shall be allocated between City and Tenant as follows:

i. City shall first be entitled to receive and retain as its own property, and Tenant hereby assigns to City, such portion of the Award payable for the taking of any land that is part of the Site.

i. Tenant shall then be entitled to receive, and City hereby assigns to Tenant, the balance of the Award.

The award for the Site and for the improvements shall belong to City, except as hereinafter provided. Tenant shall be entitled to the value of its interest in any personal property and fixtures that it has the right to remove and to any portion of the award specified to apply to Tenant's goodwill, and to be compensated for interruption of or damage to Tenant's business and compensation based upon the then fair market value of Tenant's interest in this Lease ("bonus value").

11. **Tenant Defaults and City's Remedies.**

A. Defaults by Tenant. Any of the following occurrences shall constitute a default under this Lease:

i. Tenant shall at any time be in default in the payment of rent or any other monetary sum called for by this Lease for more than ten (10) days following written notice from City to Tenant; or

ii. Tenant shall at any time be in default in the keeping and performing of any of its other covenants or agreements herein contained, and such other default continues for-thirty (30) days after written notice thereof from City to Tenant specifying the particulars of such default, or if such other default is of a nature that curing such default will take more than thirty (30) days and Tenant has failed to commence such cure within such thirty (30) days and to thereafter diligently pursue completion of such cure; or

iii. Tenant fails to commence the construction of the improvements as required under this Lease for a period of three (3) months after written notice thereof from City; or

iv. Tenant abandons or substantially suspends the construction as required by this Lease prior to the completion thereof and issuance of a Certificate of Completion, except for suspensions due to Tenant's inability to obtain necessary supplies or materials, events described in subsection and such abandonment or suspension shall not be cured within thirty (30) days of written notice from City to Tenant; or

v. Tenant fails to complete construction of the Environmental Education Center Building within the time set forth in Section 5.B. and such default shall not be cured within thirty (30) days of written notice from City to Tenant; or

vi. Tenant assigns (whether or not such assignment is deemed to be effective) this Lease (or any rights therein or herein), or sells, transfers, conveys, assigns, or leases the whole or any part of the Site or any improvement constructed thereon in violation of this Lease; or

vii. Any change in control of Tenant or of a part thereof, or any other act or transaction involving or resulting in a change in the identity of the parties in control of Tenant or the degree of such control inconsistent with this Lease.

B. City's Remedies. Upon the occurrence of any such default in addition to any and all other rights or remedies of City hereunder, or by law or in equity provided, City shall have the sole option to exercise the following rights and remedies:

i. Terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all Tenant's rights in the Site and in all improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Site and all improvements in broom-clean condition; and, subject to the provisions in Section 11.B.ii., below, respecting the right of certain subtenants to remain, City may reenter and take possession of the Site and all improvements and eject all parties in possession or eject some and not others, or eject none. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against Tenant.

ii. Even though it may have relet the Site, thereafter elect to terminate this Lease and all of Tenant's rights in or to the Site.

C. Default Not Susceptible to Cure Within Prescribed Period. Notwithstanding any other provisions of this Section, City agrees that if the default complained of, other than for the payment of monies, is of such a nature that the same cannot be rectified or cured within the period requiring such rectification or curing as specified in the written notice relating thereto, then such default shall be deemed to be rectified or cured if Tenant within such period shall have commenced the rectification and curing thereof and shall continue thereafter with all due diligence to cause such rectification and curing and does so complete the same with the use of such diligence as aforesaid.

D. City's Right to Cure Tenant's Default. City, at any time after Tenant commits a default that Tenant has failed to cure within the time established therefore, may cure the default at Tenant's sole cost. If City at any time, by reason of Tenant's default, pays any sum, the sum paid by City shall be due immediately from Tenant to City at the time the sum is paid, and if paid at a later date, shall bear interest at the lesser of ten percent (10%) or the maximum rate permitted under Section 1(2) of Article XV of the California Constitution from the date the sum is paid by City until City is reimbursed by Tenant. The sum, together with interest on it, shall be Additional Rent.

12. **Mortgage.** Tenant may not mortgage or otherwise encumber Tenant's leasehold estate to an institutional investor or assign this Lease as security for such mortgage. Neither shall City's fee

interest be encumbered or subordinated to any such leasehold mortgage for construction or permanent financing or for any other purpose.

13. **Miscellaneous**.

A. Holding Over. If Tenant shall hold over the Site after the expiration of the Term hereof with the consent of City, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions, and obligations contained in this Lease. Tenant hereby agrees to pay to City as monthly rental one-twelfth of the annual Base Rent in effect at the expiration of the Term, together with one-twelfth of the other monetary sums (such as taxes, insurance, etc.) that are Tenant's obligations to pay under this Lease and that are not passed on to subtenants through subleases.

B. Attorneys' Fees. In the event that any action or arbitration is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, reasonable attorneys' fees.

C. Quiet Possession. City agrees that Tenant, so long as Tenant is not in default after notice and time to cure as provided under this Lease and is paying the rent and performing the covenants and conditions of this Lease, shall quietly have, hold, and enjoy the Site throughout the term hereof without interruption or disturbance from City or any other persons claiming by, through or under City; and City warrants to Tenant that as of the Commencement Date of said Lease Term, there were no existing tenancies on the Site.

D. Force Majeure. Except as to the payment of rent, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action, inaction or interference of governmental authorities or agents, including a City referendum or initiative, war, invasion, insurrection, rebellion, riots, strikes or lockouts, or any other cause whether similar or dissimilar to the foregoing that is beyond the reasonable control of such parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease.

E. Notices.

i. "**Notice**" means any notice, demand, request, or other communication or document to be provided under this Lease to a party to this Lease.

ii. The Notice shall be in writing and shall be given to the party at its address or fax number set forth below or such other address or fax number as the party may later specify for that purpose by Notice to the other party. Each Notice shall, for all purposes, be deemed given and received:

a. If given by fax, when the fax is transmitted to the party's fax number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours;

(2) If hand-delivered to a party against receipted copy, when the copy of Notice is receipted;

(3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the party; or

(4) If given by certified mail, return receipt requested, postage prepaid, two business days after it is deposited with the United States Postal Service.

To City:	City of Woodland 300 First Street Woodland, California 95695	
	Attention:	City Manager
	Telephone:	(530) 661-5800
	Telecopy:	(530) 661-5813
To Tenant:	Explorit Science Center 3141 Fifth Street Davis, Ca 95618	
	President, Board of Trustees:	_________________
	Telephone:	_________________
	Telecopy:	_________________

iii. If any Notice is sent by telecopy, the transmitting party as a courtesy may send a duplicate copy of the Notice to the other party by regular mail. In all events, however, any Notice sent by telecopy transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other party.

iv. The provisions above governing the date on which a Notice is deemed to have been received by a party to this Lease shall mean and refer to the date on which a party to this Lease, and not its counsel or other recipient to which a copy of the Notice may be sent, is deemed to have received the Notice.

v. If Notice is tendered under the provisions of this Lease and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Lease. The contrary notwithstanding, any Notice given to either party in a manner other than that provided in this Lease, that is actually received by the noticed party, shall be effective with respect to such party on receipt of the Notice.

Either party hereto may from time to time by written notice to the other party designate a different address that shall be substituted for the one above specified. Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received 72 hours after the mailing thereof, as above provided. Notices or other documents sent by personal delivery shall be deemed received on the date of such delivery.

F. Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or other terms, covenants, agreements, restrictions and conditions hereof.

G. Surrender. Upon the expiration or sooner termination of the term of this Lease, and notwithstanding anything herein contained to the contrary, Tenant shall surrender to City the entire

Site, together with the improvements then situated thereon, unless specifically exempted by this Lease, in good condition and repair, except for reasonable wear and tear.

H. Binding Agreement. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants, and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only City and Tenant, but to each of their respective heirs, administrators, executors, successors, and assigns. Whenever in this Lease reference is made to either City or Tenant, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors, and assigns of such parties, the same as if in every case expressed.

I. City's Right to Enter the Site. City and its authorized representatives shall have the right to enter the Site at all reasonable times, after giving Tenant three (3) business days prior written notice, for any of the following purposes: to determine whether the Site is in good condition and whether Tenant is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the Site that City has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to post "for rent" or "for lease" signs during the last 60 days of the term, or during any period while Tenant is in default; to show the Site to prospective brokers, agents, buyers, tenants ,or persons interested in an exchange, at any time during the term; and to do any act or thing necessary for the safety or preservation of the Site if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. If practical, City shall make reasonable efforts to enter the Site during times the portion of the Site being entered is closed for business.

City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry on the Site as provided in this Section other than those caused by City's or its agents or contractors negligence or willful misconduct.

Tenant shall not be entitled to an abatement or reduction of rent if City exercises any rights reserved in this Section.

J. Disclaimer of Partnership. The relationship of the parties hereto is that of City and Tenant, and it is expressly understood and agreed that City does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

K. Brokers. Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease. Each party shall indemnify the other and hold it harmless from any cost, expense, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act or statement of the indemnifying party.

L. Memorandum. Contemporaneously with the execution of this Lease, City and Tenant will execute and acknowledge for recordation in the Official Records of Yolo County, a Memorandum of this Lease in the form of Exhibit "C" attached hereto and incorporated herein which shall be recorded in the Official Records of Yolo County. Any amendment or modification thereof may, at the request of either party, also be recorded in the Official Records of Yolo County, California. A form of the Memorandum, including the Option and Right of Refusal, is attached to this Lease.

M. Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge, and deliver to City within thirty (30) days after written demand from City to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

N. Interpretation. The titles to the sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

O. Covenants and Conditions. Each term and each provision, including, without limitation, the obligation for the payment of rent, to be performed by Tenant or City, as the case may be, shall be construed to be both a covenant and a condition of this Lease.

P. Integration. This Lease and the exhibits and documents incorporated by reference, constitute the entire agreement between the parties, and there are no conditions, representations, or agreements regarding the matters covered by this Lease which are not expressed herein.

Q. No Merger. There shall be no merger of the leasehold estate created by this Lease with any other estate in the Site, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Site, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until City, Tenant and any other party shall join in a written instrument effecting such merger and shall duly record the same.

R. Estoppel Certificate. If upon any sale, assignment or hypothecation of the Site or the land thereunder by City an offset statement shall be required from Tenant, Tenant agrees to deliver, within ten (10) business days after written request therefore by City, a statement in recordable form addressed to any such proposed mortgagee or purchaser, or to City, in a form reasonably requested by City's mortgagee or purchaser, certifying that this Lease is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the Lease Term, certifying that there has been no assignment or sublease of this Lease and that there are no defenses or offsets hereto (or stating those claimed by Tenant) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed. In the event Tenant fails to deliver such offset statement to City within the ten (10) business day period provided above, it shall be deemed that this Lease is in full force and effect and that Tenant has no defenses or offsets against City.

If upon any sale, assignment, or other transfer of Tenant's leasehold interest in the Site, an estoppel statement shall be required from City, City agrees to deliver within ten (10) business days after written request therefore by Tenant, a statement in recordable form addressed to any such proposed transferee, certifying that this Lease is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the Lease Term, certifying that there are no claims against Tenant under this Lease (or stating those claimed by City) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed. In the event City fails to deliver such certificate to Tenant within the ten (10) business day period provided above, it shall be deemed that this Lease is in full force and effect and that City has no claims against Tenant under this Lease.

S. City's Right to Sell and Tenant's Right of Refusal. Except as provided in this Section 12.S, City shall have the right to sell its fee estate in the Site and assign its interest in this Lease without limitation; provided, however, that any such sale or assignment shall be subject to this Lease. Upon any such conveyance, provided any such buyer or assignee shall have agreed in writing to assume all of the obligations of City under this Lease accruing after the date of the conveyance, City shall automatically be relieved of any obligations under this Lease other than those obligations which accrued prior to the date of such conveyance. City shall also have the right to mortgage, hypothecate, or otherwise pledge its interest in the Site and this Lease, provided the lien thereof shall expressly remain subordinate to Tenant's leasehold interests created under this Lease.

During the term of this Lease, City shall not enter into any agreement to sell the Site until City has received a bona fide written offer from a third party in no way related to or affiliated with City or any of City's trustees or beneficiaries. City shall first offer the same transaction to Tenant. The offer to Tenant shall be in writing and shall contain all of the terms and conditions of the offer. Tenant shall have thirty (30) days from receipt of City's offer within which to accept the City's offer. Should Tenant fail to timely accept the offer, Tenant shall be deemed to have rejected the same. In the case of any rejection by Tenant, City, at any time during three months following such rejection, may enter into an agreement with the third party on the same terms and conditions rejected by Tenant free from this right of refusal, but subject to Tenant's leasehold. If City proposes to enter into an agreement that is different from that rejected by Tenant, or to enter into an agreement that is identical to that rejected by Tenant, but after the expiration of the three (3) month period, City must first offer or re-offer such transaction to Tenant.

T. Resolution of Disputes. Any dispute, controversy, or claim arising out of or relating to this Lease ("Dispute"), shall be resolved in the manner set forth in this Section 12.T, which shall be in lieu of any form of litigation in any court, and the parties specifically waive any right to a jury trial of any dispute between them.

i. Negotiation. The parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the parties who have authority to settle the Dispute ("Representatives").

ii. Arbitration. In the event the Representatives are not able to resolve the Dispute within thirty (30) days following the date one party first notifies the other party of the Dispute in writing, the Dispute shall be resolved by binding arbitration before a retired judge of the Superior Court, Appellate or Supreme Court of the State of California or of a United States court (the "Arbitrator") in accordance with the following provisions:

a. The parties stipulate and agree that any and all necessary parties may be joined in the arbitration, but the parties agree to proceed with arbitration of all disputes between themselves even if other parties refuse to participate. The parties specifically waive any objection to arbitration based on the failure or refusal of any other party to be joined.

b. The arbitration shall be initiated by written notice ("Arbitration Notice") of a demand to arbitrate by registered or certified mail sent by one party to the other party. The Arbitration Notice shall include a plain statement of the Dispute and the relief requested. It shall attach the documents the party demanding arbitration relies upon and a detailed statement of the expected testimony of witnesses, including expert witnesses. Within 30 days of receipt of the demand for arbitration, the responding party shall provide its own plain statement of the dispute, together with documents it intends to rely upon and the expected testimony of witnesses, including expert witnesses. The parties shall each advance one-half of the Arbitrator's fee in order to initiate the arbitration, although they shall ultimately bear responsibility for such fee as determined by the Arbitrator.

c. If the parties are unable to promptly agree upon an arbitrator, each will provide a list of three available judges to the other and the other party may strike one. If only one judge remains from this process, then that judge shall serve as the Arbitrator. If two or more judges remain from this process, then the parties shall endeavor in good faith to select one of them as the Arbitrator. In the event that the parties cannot select an arbitrator, the matter shall be submitted to JAMS for selection of a JAMS panel arbitrator.

d. The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues.

e. Prior to the arbitration, the parties shall be allowed the following limited discovery: each party shall be entitled to receive relevant documents and to take one fact witness deposition. Each party shall be entitled to take the depositions of all the opposing parties' experts. Any further discovery shall only be allowed by order of the Arbitrator upon a showing that it is critical to the presentation of a party's claims or defenses. All discovery shall be completed fifteen (15) days prior to the arbitration.

f. The arbitration shall be completed in no more than five full consecutive days. Each party shall have two days to present its position using documentary or live witness evidence. Declarations of witnesses may be submitted in lieu of live witness testimony, provided the declarations have been produced with the Demand for Arbitration or the response thereto, or as soon thereafter as practicable. One day shall be reserved for argument or the taking of such further evidence as the Arbitrator may require.

g. The Arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, reformation, cancellation, accounting and compensatory damages, except only that punitive damages and penalties shall not be awarded. The Arbitrator shall issue a binding decision within thirty (30) days of the conclusion of the arbitration. The Arbitrator's interpretations of California law or applicable federal law shall form the basis of the decision. The Arbitrator's decision shall be conclusive and binding, and it may be confirmed thereafter as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in California Code of Civil Procedure section 1286.2. The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the California courts pursuant to the provisions of this Section 12.19.

h. The Arbitrator shall award reasonable attorneys' fees and costs, including the Arbitrator's fees and expert fees, to the prevailing party. "Prevailing Party" shall be the party which obtains a net monetary recovery, exclusive of attorneys' fees and costs UNLESS the net monetary recovery is equal to or less than the amount of a written offer from the opposing party made after the negotiations described in Section 12.19A. The Arbitrator shall have exclusive and binding authority to determine entitlement to attorneys' fees and costs, including Arbitrator's and Expert's fees, under this section.

i. The arbitration shall be conducted in Yolo County, California. Any party may be represented by counsel or other authorized representative.

> **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS <u>THOSE</u> RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY**
>
> **"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

______________________________	______________________________
City	**Explorit Science Center**

IN WITNESS WHEREOF, we have executed this instrument on this _____ day of ______ ______________, 2017.

City of Woodland

By:____________________________________
Paul Navazio, City Manager

Attest:__________________________________
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TENANT:

EXPLORIT SCIENCE CENTER,
a California nonprofit corporation

By:______________________________________

Its:______________________________________

By:______________________________________

Its: ______________________________________

EXHIBIT A

DESCRIPTION OF THE SITE

[To be inserted.]

<u>EXHIBIT B</u>

<u>MASTER PLAN OF THE SITE</u>

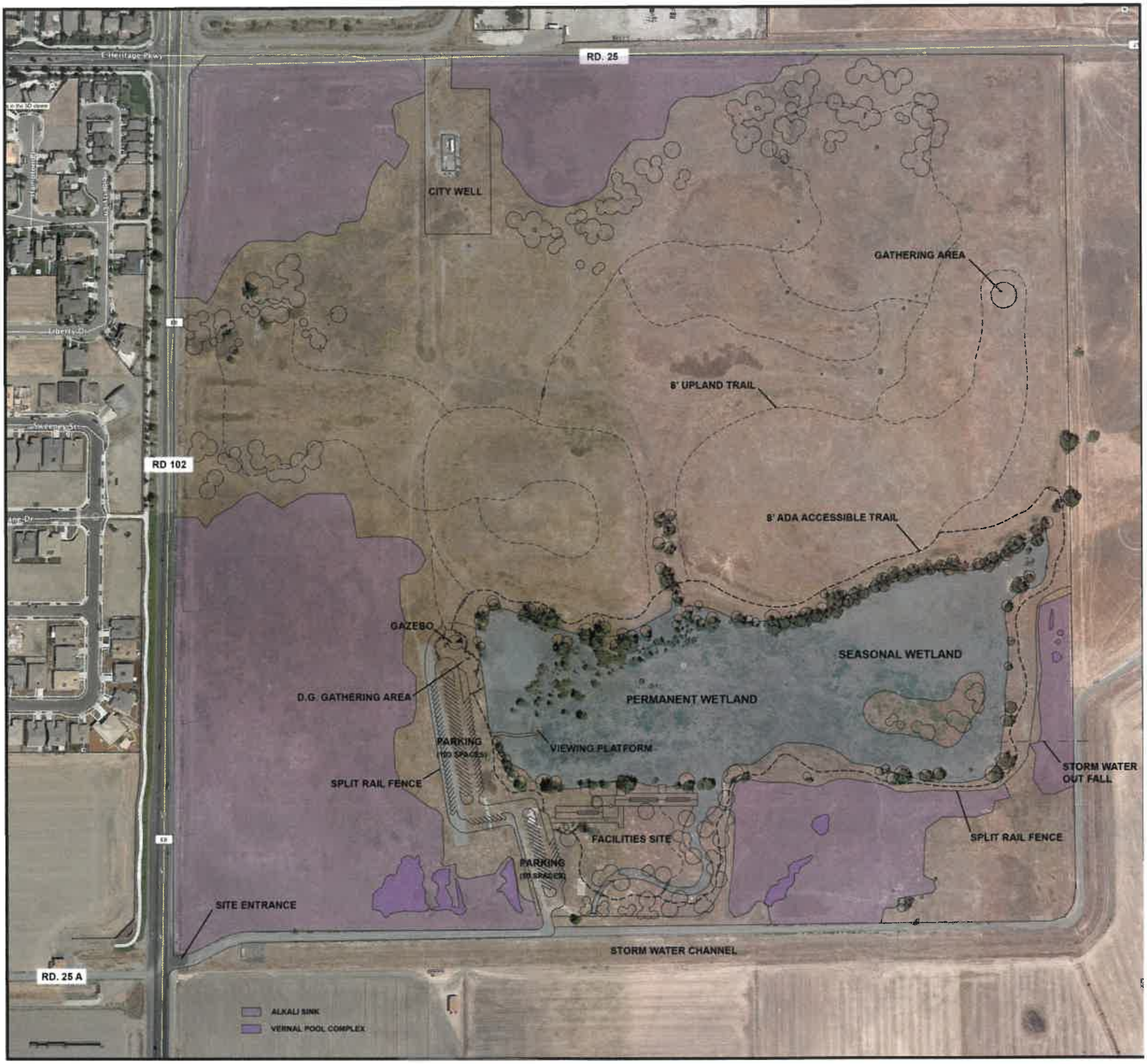
[To be inserted.]

EXHIBIT C

MEMORANDUM OF LEASE

[To be inserted.]

Exhibit C



JUNE 29, 2017

DRAFT

WOODLAND REGIONAL PARK

MASTER PLAN

TOWN PLANNERS
301 Seventh Street Davis, CA 95616
(530) 750-2939

corbettDESIGN
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TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 3, 2018

ITEM #: 14.

SUBJECT: Approve NB I-5/SB SR 113 Interchange Cooperative Agreement Amendment

Recommendation for Action:

Staff recommends that the Council approve the Cooperative Agreement Amendment with State of California Department of Transportation (Caltrans), and adopt Resolution No. _____, authorizing the City Manager to sign the agreement on behalf of the City.

Staff Contact:

Brent Meyer, City Engineer, (530) 661-5947, brent.meyer@cityofwoodland.org

Fiscal Impact:

The proposed agreement stipulates that the City will be allowed to reprogram the existing federal funding currently encumbered by the 5/113 project (approximately $600,000) and that the City will use local funding to pay for the maintenance of the acquired parcels (approximately $5,000/year with one time costs of approximately $25,000). The local money will consist of road development funding. This funding is programmed in the approved Capital Budget.

Background:

In order to adequately fund the I-5/CR 102 Landscaping project, staff would like to use the existing federal earmark funding that is currently programmed on the I-5/SR 113 project. Because the 5/113 project does not have construction funding in the near term timeframe, Caltrans is concerned about funding the maintenance of the parcels that they have already acquired. Caltrans will allow this funding to be reprogrammed to the landscaping project if the City can provide a different fund source to take care of the maintenance of those parcels. The attached cooperative agreement is the agreement that commits the City to performing maintenance on the parcels and allows for the leftover funding to be moved to the landscaping project.

According to staff estimates, the City can perform the maintenance for a much lower cost than Caltrans. Caltrans estimates that they can perform the maintenance work for $20-30k/year. Our estimate is that the work can be performed for approximately $5,000/year. The maintenance work consists of weed abatement and clearing of overgrown bushes. Engineering staff has reviewed the planned maintenance with Community Services staff and Police Department staff.

Discussion:

The cooperative agreement stipulates that this land will continue to be owned by the State. The City is not allowed to use this parcel for any activities.

As a result of this action, the encumbered funding can be moved to the I-5/CR 102 landscaping project and the City can proceed with Caltrans approvals for this project. Staff anticipates gaining Caltrans approval by this fall with project bidding in the winter of 2019.

Conclusion:

Staff recommends that the Council approve the Cooperative Agreement Amendment with State of California

Department of Transportation (Caltrans), and adopt Resolution No. _____, authorizing the City Manager to sign the agreement on behalf of the City.

Prepared By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/29/2018	Resolution
Cooperative Agreement	6/27/2018	Agreement
Map of acquired parcels	6/27/2018	Map

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COOPERATIVE AGREEMENT AMENDMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS)

WHEREAS, the City wishes to prevent the sale of the acquired parcels for the eventual construction of the northbound I-5/southbound SR 113 project; and

WHEREAS, the City wishes to release the currently encumbered federal earmark funding so that this funding can be used to fully fund the I-5/CR 102 landscaping project; and

WHEREAS, the City has funding in the capital budget to maintain the parcels and the City can maintain the parcels in a more cost effective manner; and

WHEREAS, the City of Woodland wishes to approve the cooperative agreement amendment with the State Department of Transportation.

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

Section 1. The City Council hereby approves the Cooperative Agreement Amendment with the State Department of Transportation.

The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in City Local Funds (Exhibit A-3) in the Agreement does not change.

Section 2. The Amendment is attached and made a part of this Resolution.

PASSED AND ADOPTED this 3rd day of July 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

COOPERATIVE AGREEMENT AMENDMENT (03-0237 A-3)

THIS COOPERATIVE AGREEMENT AMENDMENT (03-0237 A-3), ENTERED INTO EFFECTIVE ______________________________, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

CITY OF WOODLAND, a Municipal Corporation organized and existing under the laws of the State of California, referred to herein as "CITY".

RECITALS

1. STATE and CITY, collectively referred to as PARTIES, entered into Agreement No. 03-0237 (AGREEMENT) on September 16, 2003. The AGREEMENT outlined the PARTIES' respective responsibilities pertaining to performing and funding right of way activities needed in order to construct a connector ramp from northbound Interstate 5 (I-5) to southbound State Route 113 (SR 113), referred to as "PROJECT".

2. PARTIES have since entered into two subsequent agreements outlining the changes in funding for right of way activities. Amendment 03-0237 A-1was a Replacement Cooperative Agreement (REPLACED COOPT) was executed on September 2, 2008, and 03-0237 A-2 (executed on October 8, 2013) was an amendment to the REPLACED COOPT outlining the funding changes and addressed property management of acquired right of way (R/W).

3. STATE purchased parcels I.D.: 033572, 033573, 033575, 034008 (PROPERTY) for PROJECT and has been maintaining PROPERTY using Federal Demonstration Funds (HPP). Since CITY is unable to garner construction funding for connector project, CITY desires to remove the unexpended HPP funds from the connector project (via Agreement Amendment 03-0237 A-3) and to begin maintaining PROPERTY, at its own expense. CITY intends to use the unexpended PROJECT R/W funds on a different project. It is also anticipated that once construction funding for PROJECT is secured, PARTIES will seek to fund the PROJECT's remaining right of way activities in an Amendment to REPLACED COOPT in order to restore PROJECT R/W's funding.

4. PARTIES now have agreed to enter into another amendment to the REPLACED COOPT (03-0237 A-3) in order to reduce PROJECT R/W's funding (unexpended High Priority Project-HPP funds) and to shift the property management from CALTRANS to CITY.

5. PARTIES will now define the changes in this Agreement, 03-0237 A-3.

IT IS THEREFORE MUTUALLY AGREED:

To the following changes:

1. Recital 3 of the REPLACED COOPT will be amended in its entirety to read as follows:

   CITY will fund PROJECT R/W capital costs ($1,134,404.87) and R/W support costs ($98,032.60) using its federal TEA-21 High Priority Project (HPP) funds, which includes $18,150 from PROJECT DEM 9404 (001) in R/W capital, herein referred to as "FUNDS" (reimbursement ratio – 80%). CITY will also fund R/W capital costs ($157,030.30) using its Local Funds. Said funding is shown in Exhibit A-3, attached hereto and made a part of this Agreement Amendment 03-0237A-3.

2. Recital 4 of the REPLACED COOPT will be amended in its entirety to read as follows:

   CITY will provide the match to FUNDS using State only State Transportation Improvement Program- Regional Improvement Program (STIP-RIP) funds in the amount of $308,110, as shown in Exhibit A-3.

3. Section I, Article 2 of the REPLACED COOPT will be amended in its entirety to read as follows:

   To perform all necessary R/W acquisition services, and utility relocation services for PROJECT.

4. Section I, Article 3 of the REPLACED COOPT will be amended in its entirety to read as follows:

   To acquire all necessary R/W as required for construction of PROJECT and CITY hereby authorizes STATE to acquire on its behalf all such necessary R/W required for PROJECT.

5. Section I, Article 4 of the REPLACED COOPT will be amended in its entirety to read as follows:

To submit a billing to CITY in the amount of $157,030.30 as soon all HPP and STIP-RIP funds are expended and STATE has received written verification from CITY that Local Funds are available for CITY's local fund share of PROJECT R/W capital costs.

6. Section II, Article 2 of the REPLACED COOPT will be amended in its entirety to read as follows:

   To authorize STATE to use FUNDS toward PROJECT R/W capital and R/W support costs.

7. Section II, Article 3 of the REPLACED COOPT will be amended in its entirety to read as follows:

   To pay PROJECT R/W capital costs ($1,134,404.87) and R/W support costs ($98,032.60) using its federal TEA-21 High Priority Project (HPP) funds, which includes $18,150 from PROJECT DEM 9404 (001) in R/W capital, herein referred to as "FUNDS" (reimbursement ratio – 80%). CITY will also fund R/W capital costs ($157,030.30) using its Local Funds. Said funding is shown in Exhibit A-3.

8. Section II, Article 3A of the REPLACED COOPT will be added to read as follows:

   To provide the match to FUNDS using State only State Transportation Improvement Program - Regional Improvement Program (STIP-RIP) funds in the amount of $308,110, as shown in Exhibit A-3.

9. Section II, Article 4 of the REPLACED COOPT will be amended in its entirety to read as follows:

   To deposit with STATE within twenty-five (25) days of receipt of billing thereof, the amount of $157,030.30, which figure represents CITY's estimated share of PROJECT R/W capital costs. In no event shall billings to CITY for its Local funds exceed the amount of $157,030.30. State-only STIP-RIP funds will be used as a match for FUNDS.

10. Section III, Article 4 of the REPLACED COOPT will be amended in its entirety to read as follows:

    If termination of this Agreement is by mutual consent, STATE will bear forty-five (45%) and CITY will bear fifty-five (55%) of all PROJECT R/W capital costs incurred by STATE prior to termination, except that any utility relocation costs shall be prorated in accordance with STATE/CITY's responsibility for utility relocation costs.

11. Section III, Article 7 of the REPLACED COOPT will be amended in its entirety to read as follows:

If existing public and/or private utility facilities conflict with PROJECT construction or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their protection, relocation or removal. STATE shall inspect the protection, relocation or removal. If there are costs of such protection, relocation or removal which STATE and CITY must legally pay, STATE and CITY shall share in the cost of said protection, relocation or removal, plus cost of engineering overhead and inspection, in the amount of fifty-eight (58%) STATE and forty-two (42%) CITY. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to SHS and in accordance with CITY policy for those facilities outside of the limits of work providing for the improvement to SHS.

12. Section III, Article 15 of the REPLACED COOPT will be amended in its entirety to read as follows:

Execution of this Agreement by CITY grants to STATE the right to enter upon CITY owned lands as necessary to construct PROJECT. PARTIES agree CITY will be maintaining Right of Way Property Management of PROPERTY, at CITY's expense, in accordance with Exhibit B.

13. A new SECTION III A titled, Right of Way Property Management, by CITY has been introduced in the REPLACED COOPT with the following articles:

1. CITY shall provide property management services for PROPERTY as detailed in Exhibit B attached hereto and made a part of this Amendment 03-0237 A-3.
2. Upon proper application completion, STATE will provide CITY with an encroachment, at no cost to CITY, permit granting CITY necessary permission for access on to abutting operating State highway right of way to perform necessary inspections or maintenance that may require access to operating right of way.
3. STATE shall be available to advise CITY in maintaining PROPERTY in accordance with State law and State's Property Management procedures.
4. STATE shall perform annual PROPERTY inspections and Storm Water Inspections to ensure CITY is maintaining PROPERTY as agreed upon.

5. No property rights are conveyed, directly or indirectly, as a result of this Exhibit B.
6. Execution of Agreement Amendment 03-0237 A-3 (with the inclusion of its Exhibits) grants CITY the right to enter upon STATE's PROPERTY as necessary to maintain it. This right excludes abutting operating State highway right of way, which requires an encroachment permit.
7. STATE shall have access and use of PROPERTY, at STATE's discretion and will notify CITY in advance of such use.
8. STATE will manage the leases and retain revenues from two tenancies, denoted as 033572-0001-01 and 033573-0001-01, both of which are 242 square feet containing outdoor advertising billboards. STATE reserves the right to renew said leases and retain any revenue in the future.
9. If CITY fails to perform or does not correct an unacceptable condition within thirty (30) days from notification by STATE, STATE may either correct condition or immediately cancel the conditions of this Exhibit, in which case CITY must provide funding under project 03-37422 for STATE to maintain PROPERTY. If CITY fails to provide funding within 180 days, CITY will work with STATE to support the sale of PROPERTY.
10. If there is any discrepancy in maintaining the PROPERTY, STATE will have the final authority and abide by State law and best property management practices.
11. PARTIES will adhere to storm water guidelines for Hazardous Material listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X.
12. PARTIES will adhere to storm water guidelines as referenced in STATE's website address www.dot.ca.gov/hq/row/rwstormwater, as it may be updated from time to time.
13. To the extent allowed by law, CITY will indemnify and hold STATE harmless of all liability which may arise from the activities carried out by the CITY in managing these parcels. This includes, but is not limited to, actions involving CITY employees or its contractors.

13. Exhibit A-2 is replaced in its entirety with Exhibit A-3 attached hereto and made a part of the REPLACED COOPT and all references to Exhibit A-2 are deemed to be that of Exhibit A-3.

14. All other terms and conditions of the REPLACED COOPT shall remain in full force and effect.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	CITY OF WOODLAND
______________________ Thomas L. Brannon Deputy District Director District 3 Program / Project Management	______________________ Paul Navazio City Manager
Approved as to form and procedure:	Attest:
______________________ Meera Danday Deputy Attorney	______________________ Ana Gonzalez City Clerk
Verification of funds and authority:	Approved as to form and procedure:
______________________ District Project Control Officer	______________________ Kara Ueda City Attorney
Certified as to financial terms and policies:	
______________________ Tamara Warren HQ Accounting Supervisor	

EXHIBIT A-3

	State-only STIP-RIP	City Local Funds	Federal HPP FUNDS	Total
R/W CAPITAL COSTS CA A-3	$1,050,889.09			$1,050,889.09
		$157,030.30		$157,030.30
			$1,134,404.87[1]	$1,134,404.87
SUBTOTAL	$1,050,889.09	$157,030.30	$1,134,404.87	$2,342,324.26
	45%	7%	48%	
	State-only STIP-RIP	**City Local Funds**	**Federal HPP FUNDS**	**Total**
RW SUPPORT COSTS CA A-3	$910,728.81			$910,728.81
			$98,032.60	$98,032.60
SUBTOTAL	$910,728.81		$98,032.60	$1,008,761.41
	90%	0%	10%	
FUND TYPE GRAND TOTAL	**$1,961,617.90[2]**	**$157,030.30**	**$1,232,437.47**	**$3,351,085.67**
Percentage	58%	5%	37%	100%

[1] This amount includes $18,150 in PROJECT DEM 9404(001) funds.

[2] To be used toward the required match ($308,110) for federal HPP funds.

Exhibit B

Right of Way Property Management by City

Right of Way Property Management of the following four parcels referred to as "PROPERTY":

Property I.D.	Area	Ownership
033572	2.50 acres	Fee
033573	5.08 acres	Fee
033575	1.21 acres	Fee
034008	214 sf	Fee

CITY'S RESPONSIBILITIES for PROPERTY MANAGEMENT

1. To apply for necessary encroachment permits in accordance with STATE's standard permit procedures whenever work on the PROPERTY necessitate access onto abutting operating State right of way.
2. To remove any graffiti, garbage, hazardous waste storage, and nuisances such as abandoned cars, refrigerators, mattresses, etc.
3. To repair any damage to existing fences and gates.
4. To perform weed abatement, twice a year, or more if needed for fire prevention.
5. To remove any diseased trees/shrubs.
6. To maintain PROPERTY to enhance community attractiveness.
7. To minimize adverse effects on the community by removing and, if possible, deterring homeless camps.
8. To post proper signs to reduce trespassing.
9. To report any illegal or illicit activities to STATE and appropriate law enforcement.
10. To inspect PROPERTY on a monthly basis for loss prevention, property damage, littering, and nuisances, and to repair such damage and remove any litter or nuisance found.
11. To make diary entry of PROPERTY inspections and forward to STATE semi-annually for STATE's records.
12. To correct all deficiencies within thirty (30) calendar days from CITY's monthly inspections and/or STATE's notification and forward corrective measure(s) to STATE Property Management.
13. To not use PROPERTY for CITY use, nor sublet PROPERTY or improve or make alternations to PROPERTY without STATE's permission in writing.
14. To storm water guidelines for Hazardous Material listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X.
15. To adhere to storm water guidelines as referenced in STATE's website address www.dot.ca.gov/hq/row/rwstormwater, as it may be updated from time to time.
16.

Notices and contact information of PARTIES for property management shall be as follows:

CITY	**STATE**
City of Woodland	Caltrans
300 First Street	703 B Street
Woodland, CA 95695	Marysville, CA 95901
Attn: City Engineer	Attn: Right of Way
	Property Management
	(530) 741-4026

CITY OF WOODLAND

City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
300 FIRST ST. WOODLAND, CA 95695 (530) 661-5820
JUNE, 2018

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LEGEND

CALTRANS OWNED PARCELS TO BE MAINTAINED BY THE CITY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 3, 2018
ITEM #: 15.
SUBJECT: Appointment to Yolo County Housing Authority

Recommendation for Action:
Staff recommends that the City Council appoint a primary member to the Yolo County Housing Authority.

Discussion:
Council Member Barajas currently serves as a primary member on the Yolo County Housing Authority. The commission recently changed their meeting date and time and Council Member Barajas is no long able to attend the meetings.

The Commission meetings were being held the third Wednesday of each month at 4:00pm and they now meet the second Wednesday of each month at 3:00pm.

Prepared By: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager