City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, April 14, 2015 | **6:00 PM** | **Council Chambers**

CITY COUNCIL
CLOSED SESSION AGENDA
5:00 PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Properties: Yolo County Assessor's Parcel Numbers 005-680-003, 005-692-002, 005-705-006, 005-750-001, 027-340-015, 027-340-017, 027-340-021, 027-340-023, 027-340-025 and 027-340-029
Agency Negotiators: City Manager, Community Development Director, City Engineer, City Attorney, City's Designer Psomas, and City's Right-of-Way Agent Bender Rosenthal
Negotiating Parties: Ram N. Sah and B. Devi Sah Trust, Elizabeth Crum, Kentucky Avenue Church of Christ, Mark Milton, ICH Inc., North Kentucky Partners II, T&J Rental Investments LLC
Under Negotiation: Price and terms of payment

SPECIAL CITY COUNCIL MEETING
APRIL 14, 2015
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

14-702 SUBJECT: Long Range Calendar

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

Attachments: Council Long Range Calendar

F. COMMITTEE REPORTS

14-680 SUBJECT: Planning Commission Meeting Minutes for February 19, 2014

Recommendation for Action: Staff recommends that the City Council receive the February 19, 2015 Planning Commission Minutes that were approved on March 19, 2015, and subsequently revised and reviewed by the Commission on April 2, 2015.

Attachments: February 19, 2015 Minutes

G. PRESENTATIONS

1. 14-701 SUBJECT: Proclaim May 5, 2015 as BIG Day of Giving

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming May 5, 2015 as BIG Day of Giving.

Attachments: BIGDoG Proclamation 2015

BIGDoG Biz Outreach Partner Benefits 2015

H. CONSENT CALENDAR

2. 14-580 SUBJECT: Purchase of Two Replacement Chevy 4X4 Pickup Trucks for the Water Pollution Control Facility (WPCF)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of two (2) replacement Chevy 4X4 Pickup Trucks for the Water Pollution Control Facility.

Attachments: Folsom Chevrolet Crew Cab Quote

Folsom Chevrolet Reg Cab Quote

Resolution

3. 14-683 SUBJECT: New ASR Wells #29 and #30 Well Drilling, CIP 15-02 approve Plans and Specifications; Authorize Bid Advertisement

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, to 1) approve Plans and Specifications for CIP 15-02; New ASR Wells #29 and #30 Well Drilling; 2) authorize bid advertisement; and adopt Resolution No. _____, for sole sourcing the screened interval gravel pack materials.

Attachments: A - Resolution

B- Fig1 ASR Location Map

C - Resolution Well Bidding

4. 14-684 SUBJECT: Approval of Final Map 5048 Heritage Remainder Phase I, Related Subdivision Improvement Agreement, Reimbursement Agreements, and Summary Abandonments of portions of Zane Drive and Meikle Avenue.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5048 Heritage Remainder Phase I; 2) approving the related Subdivision Improvement Agreement and Reimbursement Agreements and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time and amendments to the Reimbursement Agreements not to exceed 15% of the estimated costs ($206,000).

It is further recommended that the City Council adopt Resolution No. _____; 1) Approving summary vacation for excess right-of-way along a portion of Zane Drive and a portion of Meikle Avenue; and 2) authorize the City Manager to sign the quitclaim deeds on behalf of the City.

Attachments: A - Resolution Approving the Map

B - Resolution Approving Summary vacation of Right of Way

C - Subdivision Improvement Agreement

D - SLIF Reimbursement Agreement

E - Location Map

I. REPORTS OF THE CITY MANAGER

5. 14-691 SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report

Recommendation for Action: This item is informational.

6. 14-703 SUBJECT: Process for Board and Commission Appointments

Recommendation for Action: Staff recommends that the City Council review the current process to appoint members to the various City Boards and Commissions and provide direction to staff on any desired modifications to inform the upcoming round of Board and Commission nominations and appointments for terms expiring June 2014.

Attachments: Terms2015_3

7. 14-698 SUBJECT: Reappointment and Appointment of Members to the Manufactured Homes Fair Practices Commission

Recommendation for Action: Staff recommends that the City Council approve the reappointment and appointment of members to the Manufactured Homes Fair Practices Commission.

Attachments: CHAPTER_16B.__MANUFACTURED_HOME_SPACE_RENT_CONTROL

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Special City Council Meeting of the City of Woodland scheduled for April 14, 2015 was posted on April 10, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

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

Legislation Text

File #: 14-702, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Long Range Calendar

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

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

Background

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

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio

Paul Navazio, City Manager

Attachment

COUNCIL LONG RANGE CALENDAR
Items subject to removal and/or rescheduling

MAY 5TH REGULAR MEETING REPORTS DUE 4/21__

Minutes
City Council Minutes of April 7th and 14th

Public Hearing
CDBG - Updated Five-Year Plan
Proposed Tax Levy - Annexation of Territory into a CFD (Landowner Election)

Consent Calendar
2nd reading of Updated Ordinance Regulating Stormwater Discharges and Runoff
2nd reading of Tobacco Retail Licensing Ordinance
Railroad Crossing Agreement with Sierra Northern
Approval of Subrecipient Agreement with Yolo Wayfarer – 2013 Perm Supp Housing Realloc Grant
HERO Pace Program
Building Plan Check Budget Augmentation

Regular Calendar
Adopt Reso Expanding Restrictions for Stage One, Water Alert of City's Water Shortage Cont Plan
Adopt Resolution Authorizing Participation in Hero Pace Program
Appointment of Members to Flood Project Citizens' Advisory Committee

MAY 19TH REGULAR MEETING REPORTS DUE 5/5__

Presentation
Older Americans Month

Consent Calendar
2nd Reading of Recycled Water Ordinance
Annual Water Quality Report
WVAD Resolution of Intent
2015/16 Action Plan and Proposed CDBG Funding Recommendations

JUNE 2ND REGULAR MEETING REPORTS DUE 5/19__

Minutes
Adopt City Council Minutes of May 5th and 19th

Regular Calendar
Overview of Capital Budget
Municipal Code Update

JUNE 16TH REGULAR MEETING REPORTS DUE 6/2

Regular Calendar

Adopt Budget

Reappoint/Appoint members to various Boards and Commissions with June 30th expiring terms

JULY 7TH REGULAR MEETING REPORTS DUE 6/23

Consent Calendar

Set Public Hearing for WM Liens

JULY 21ST REGULAR MEETING REPORTS DUE 7/7

Public Hearing

Hold Public Hearing for WM Liens and Adopt Resolution to Line Properties

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

Ordinance Amending Chapter 2 of City Code – Council Meetings

Resolution Adopting Rosenberg's Rules of Parliamentary Procedures

Update/Revision of Development Impact Fees

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study

Update Economic Development Strategic Plan

Updated 4/10/15

Legislation Text

File #: 14-680, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Planning Commission Meeting Minutes for February 19, 2014

Recommendation for Action: Staff recommends that the City Council receive the February 19, 2015 Planning Commission Minutes that were approved on March 19, 2015, and subsequently revised and reviewed by the Commission on April 2, 2015.

The minutes have been revised to reflect a procedural error that occurred at the February 19 meeting. It has been determined that a quorum was not present, and that no actions could therefore be taken by the 3 members of the Commission present at the meeting. The agenda items on the February 19 meeting agenda have been re-scheduled to the next available meeting dates. The Planning Commission was provided with revised minutes at their April 2 meeting and asked to affirm that the minutes accurately reflect what transpired at the February 19 meeting, highlighting the lack of quorum and the rescheduling of the agenda items.

Staff Contact

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

Prepared by: Debbie Flemmer, Administrative Secretary, Community Development

Paul Navazio

Paul Navazio, City Manager

Attachments: February 19, 2015 Minutes

City of Woodland

Meeting Minutes - Draft

Planning Commission

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

530-661-5820

Thursday, February 19, 2015 | **6:30 PM** | **Council Chambers**

NOTE: IT WAS DETERMINED THAT THERE WAS A LACK OF QUORUM ON FEBRUARY 19, 2015. AS A RESULT, ALL MOTIONS THAT WERE TAKEN SHALL BE RE-INTRODUCED AT SUBSEQUENT MEETINGS.

A. Call to Order

Meeting was called to order at 6:30 pm
Staff Present:
Cindy Norris, Principal Planner
Erika Bumgardner, Associate Planner
James Beggs, Planning Intern

B. Roll Call

Present 3:
Commissioner Chris Holt, Commissioner Marco Lizarraga and Commissioner John Murphy

Absent 2:
Commissioner Fred Lopez and Commissioner Kirby Wells

NOTE: IT WAS DETERMINED THAT THERE WAS A LACK OF QUORUM ON FEBRUARY 19, 2015. AS A RESULT, ALL MOTIONS THAT WERE TAKEN SHALL BE RE-INTRODUCED AT SUBSEQUENT MEETINGS.

14-560 SUBJECT: Election of Officers for Chair and Vice-Chair of the Planning Commission

Attachments: City of Woodland Planning Commission Rules and Regulations

A motion to nominate Commissioner Chris Holt as Commissioner Chair was made by Commissioner Marco Lizarraga, seconded by Commissioner John Murphy. The motion to appoint was carried by the following vote:
Ayes: Commissioner Chris Holt, Commissioner Marco Lizarraga and Commissioner John Murphy

A motion to nominate Commissioner Marco Lizarraga as Commissioner Vice Chair was made by Commissioner Chris Holt, seconded by Commissioner John Murphy. The motion to appoint was carried by the following vote:
Ayes: Commissioner Chris Holt, Commissioner Marco Lizarraga and Commissioner John Murphy

(ITEM TO BE RE-INTRODUCED APRIL 2, 2015 PC MEETING)

C. Approval of Minutes

NOTE: IT WAS DETERMINED THAT THERE WAS A LACK OF QUORUM ON FEBRUARY 19, 2015. AS A RESULT, ALL MOTIONS THAT WERE TAKEN SHALL BE RE-INTRODUCED AT SUBSEQUENT MEETINGS.

14-515 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of December 18, 2014.

Attachments: 12_18_14 Draft Meeting Minutes

A motion was made by Commissioner John Murphy, seconded by Commissioner Marco Lizarraga that they be approved. The motion carried by the following vote: Ayes: Commissioner Chris Holt, Commissioner Marco Lizarraga and Commissioner John Murphy

(Revised Final Minutes approved at March 19, 2015 PC Meeting)

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

I. New Business

14-562 SUBJECT: Presentation of Certificate of Appreciation for Patricia Hastings Murray

Attachments: CERTIFICATE OF APPRECIATION P. Murray

14-561 SUBJECT: Presentation of Certificate of Appreciation for Seth Wurzel

Attachments: CERTIFICATE OF APPRECIATION RECOGNIZING

14-549 Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): Request to amend the General Plan, Spring Lake Specific Plan, Development Agreement and approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within Spring Lake Specific Plan area.

The proposal will include:

1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 - 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, reduce Medium density (8 - 15 du/ac) acreage from 9.0 to 0.0 acres and increase High Density residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;

2) amending the Spring Lake Specific Plan land use designations to increase residential R-4 (3-4 du/ac) acreage from 0.0 to 33.3 acres; decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; decrease the multiple family residential R-15 (10-15 du/ac) from 9.3 to 0.0 acres; decrease the multiple family residential R-20 (16-20du/ac) acreage from7.6 to 0.0; and increase the multiple family R-25 acreage (23-25 du/ac) from 0.0 to 9.3;

3) Reconfiguring the Spring Lake Village Center by relocating the park site (and fire station); and the commercial site and adding 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

Attachments:

ATTACHMENT A - Spring Lake Central TSM #5027 & Applciation

ATTACHMENT B - Resolution Recommending Approval to the City Council

ATTACHMENT C - General Plan Amendment Exhibit

ATTACHMENT D - Specific Plan Rezone Exhibit

ATTACHMENT E - CEQA EIR Addendum

ATTACHMENT F - Findings of Fact and Conditions of Approval

ATTACHMENT G - Due Chart

(RE-NOTICED TO APRIL 2, 2015)

H. Public Hearing

NOTE: IT WAS DETERMINED THAT THERE WAS A LACK OF QUORUM ON FEBRUARY 19, 2015. AS A RESULT, ALL MOTIONS THAT WERE TAKEN SHALL BE RE-INTRODUCED AT SUBSEQUENT MEETINGS.

14-586 National Indoor Training Facility Conditional Use Permit. Request for consideration of a Conditional Use Permit for an indoor sports training facility located at 1233 Commerce Avenue, Suite A, in the East Street

Corridor Specific Plan Area. The facility will consist of five batting cages, two pitching areas and a 90ft x 90ft turf field. The facility will provide training for members, but will also be open to the public on a reservation basis.

Location: 1233 Commerce Ave, Suite A

Applicant/Owner: National Indoor Training Facility, LLC

Environmental Report: Categorical Exemption - Class 1 Existing Facilities

APN: 063-101-014-000

Project Planner: Erika Bumgardner, Associate Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Attachments: ATT_1_AND_EXs_A_AND_B_Resolution.docx
ATT_2_General Application Form and Project Justification Statement

A motion was made by Commissioner Marco Lizarraga, seconded by Commissioner John Murphy to approve National Indoor Training Facility Conditional Use Permit for and indoor sports training facility located at 1233 Commerce Avenue, Suite A, in the East Street Corridor Specific Plan Area. The motion was carried by the following vote:
Ayes: Commissioner Chris Holt, Commissioner Marco Lizarraga and Commissioner John Murphy

(ITEM TO BE RE-INTRODUCED AND NOTICED TO APRIL 16, 2015 PC MEETING)

J. Old Business

K. Adjournment

Meeting was adjourned at 7:00 pm

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

Legislation Text

1.

File #: 14-701, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Proclaim May 5, 2015 as BIG Day of Giving

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming May 5, 2015 as BIG Day of Giving.

Staff Contact

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

Discussion

May 5, 2015 is the BIG Day of Giving in our region, a 24-hour giving challenge starting at midnight and ending at 11:59pm on May 5th.

BIG Day of Giving is led by a partnership of the region's premier community foundations: Sacramento Region Community Foundation, Placer Community Foundation, and Yolo Community Foundation. These foundations play a leading role in promoting and advancing philanthropy and giving.

Meg Stallard, President of Yolo Community Foundation will be at the meeting to receive the proclamation.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio

Paul Navazio
City Manager

Attachment

PROCLAMATION

HONORING MAY 5TH, 2015 AS THE BIG DAY OF GIVING AND ITS PARTNERS:

GIVELOCALNOW, SACRAMENTO REGION COMMUNITY FOUNDATION, PLACER COMMUNITY FOUNDATION, AND YOLO COMMUNITY FOUNDATION

WHEREAS, the City Council of the City of Woodland, California does hereby find as follows:

WHEREAS, May 5th 2015 is the BIG Day of Giving in our region; and

WHEREAS, the BIG Day of Giving, a 24-hour giving challenge starting at midnight and ending at 11:59pm on May 5th, hopes to raise $5 Million in unrestricted funds for 500 nonprofits across the region and engage 25,000 donors with 30 of those as new donors to the nonprofit, raise $500,000 in match and prize money, and be #1 in the country as the most generous region; and

WHEREAS, the BIG Day of Giving is led by a partnership of the region's premier community foundations: Sacramento Region Community Foundation, Placer Community Foundation, and Yolo Community Foundation; and

WHEREAS, the Sacramento Region, Placer, and Yolo Community Foundations play a leading role in promoting and advancing philanthropy and giving; and

WHEREAS, the BIG Day of Giving falls under a national day of giving affiliated with the Give Local America campaign; and

WHEREAS, the BIG Day of Giving participating nonprofits had to successfully complete a rigorous and transparent process of creating a profile on the GivingEdge, the region's first philanthropic database, sharing information about finances, governance, programs, management, and specific needs in order to be eligible to participate; and

WHEREAS, the BIG Day of Giving's participating nonprofits are a large economic engine that offers opportunities for giving, volunteerism, and community involvement that enhance community life and make our region a better place to live; and

WHEREAS, the BIG Day of Giving has enlisted many matching fund and prize challenge partners to make donations go further and motivate donors to give and nonprofits to compete for prize challenges; and

WHEREAS, the BIG Day of Giving has enlisted many outreach and business partners to act as ambassadors to help publicize the event and encourage the community-at-large to give; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Woodland, California, that May 5th, 2015 be recognized as the BIG Day of Giving.

Dated: April 7, 2015

Tom Stallard, Mayor

William L. Marble, Mayor Pro Tem | Jim Hilliard, Council Member

Sean Denny, Council Member | Angel Barajas, Council Member

On May 5th, 2015, our community will come together for one *BIG Day of Giving* as part of a national day to rally support for the local nonprofits that make this the place we call home.

In 2014, our community made history during the first *BIG Day of Giving* by raising more than $3 million for 394 nonprofits from over 12,000 donors - and we were 2nd in the country among those participating in the national Give Local America effort! The community spoke loudly, with over 12,000 donations pouring in.

Visibility on that day was extraordinary: over 75,000 Facebook impressions and over 11.5 million radio, print, and TV impressions.

Pride in our region and last year's experience lead us to believe that, together, we can reach the following goals on the *BIG Day of Giving* 2015:

- **To be #1 in the country in the Give Local America effort** by raising **$5M** in unrestricted gifts , including:
- **$4.5M** in online donations
- **$500K** in Incentive Funds and Challenge Prizes
- From **25K** donors
- For **500** local nonprofits

We invite you to join us and make the *BIG Day of Giving* 2015 a resounding success by becoming a **Business and Outreach Partner** to inspire our community to give generously on May 5th!

The *BIG Day of Giving* is brought to you by *GiveLocalNow* and your local community foundations:

Sacramento Region Community Foundation

Yolo Community Foundation

Give Local Now.org

Placer Community Foundation
Local giving. Lasting value.

Business and Outreach Partner Roles - *BIG Day of Giving (DoG)*

The BIG Day of Giving is an opportunity to rally your troops for a one day celebration of giving and join this region-wide effort to bring philanthropy to the forefront. As a Business and Outreach Partner, you will have the unique opportunity to reach out to your clients, colleagues and networks to "pay forward" the news about the BIG Day of Giving (BIG DoG) to promote action on May 5th!

We make it easy for you to excel as a Business and Outreach Partner by providing you with a BIG DoG marketing toolkit. Use the graphics and other tools to maximize your role to communicate to your networks during the month of April, with heavy outreach from April 20th through May 5th to give on the BIG Day. Here's how:

- Communicate with your networks to "tease" the BIG DoG b etween April 1st through the 17th using your communications channels, and then amplify these messages in the two weeks prior to May 5th:
    - Print materials and newsletters
    - Email blasts and e-news
    - Social Media (use the hashtag: #bigdog2015)
    - Website
    - Mailers and collateral
    - Be creative – leverage your other existing marketing platforms
- Use social media to inspire generosity and help your favorite nonprofits win prizes
- Set a company goal to raise a certain amount collectively
- Encourage your employees to give on May 5th
- Consider hosting a BIG DoG Kick-off celebration
- Offer to match employee contributions

Business and Outreach Partner Benefits - *BIG Day of Giving (DoG)*

Because we appreciate your role as a BIG DoG Outreach and Business partner, we want to ensure that you reap benefits that add visibility to your organization's philanthropic leadership. These benefits will include:

- Acknowledgement as a BIG DoG partner in pre- and post-event marketing
    - Listing on givelocalnow.org and bigdayofgiving.org from time of commitment through 2015
    - Recognition at post-event *Report to the Community* reception and listed in report
- Unique social media mentions and shout-outs on May 5th
- Helping to create a more generous region and enhancing the quality of life made possible through work of local nonprofits

Legislation Text

2.

File #: 14-580, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Purchase of Two Replacement Chevy 4X4 Pickup Trucks for the Water Pollution Control Facility (WPCF)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of two (2) replacement Chevy 4X4 Pickup Trucks for the Water Pollution Control Facility.

Staff Contact

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org, 530-661-5956

Council Goal

Maintain City Infrastructure - Ensure appropriate resources in support of the Water Pollution Control Facility in the amount of $64,736.56.

Fiscal Impact

The new Chevy 4X4 trucks will replace two older 4X4 trucks that have reached or exceeded their programmed end-of-life. The total cost for the replacement of two trucks is $64,736.56, which includes the price of the vehicle plus up-fit expenses and applicable taxes. This amount will be funded from the Fleet Replacement Reserves. The combined fleet reserve balances for these two trucks equals $67,832.92, which will leave a remaining balance of $3,096.36 that will be used to cover other incidental costs. Unused funds will return to the Fleet Reserve Fund and be applied towards the total WPCF vehicle reserve fund. The two older trucks will be sent to auction, and the public auction proceeds will also be returned to the reserve fund to be applied towards future vehicle purchases for the WPCF.

Background

City Council previously approved the replacement of these vehicles during the Fiscal Year 2014/2015 budget review cycle. Fleet Services met with WPCF staff in early August to gain their input on the specifications they needed on their new vehicles. It was determined during the meeting that staff needed 4X4 capability in order to haul waste to the landfill over dirt roads on a weekly basis. Staff also concluded that at least one of the new trucks would need to be a crew cab in order to transport personnel to important meetings around the City without the need to take additional vehicles.

Fleet Services researched the best make and model looking for the most economical vehicle with environmental benefits. One of the first environmental considerations was to meet the City's Climate Action Plan to reduce greenhouse gas by 200 metric tons of carbon dioxide equivalent by 2020. Fleet Services researched the industry and the California requirements for alternative-fueled vehicles that would also meet the end users' vehicle requirements as stated above. Staff found that there are many constraints to purchasing and/or outfitting vehicles suitable for off-road operations while also reducing emissions. Some of these constraints include:

- The most suitable electric truck on the market will cost approximately $70,000. ($140K+ for two trucks)
- California has not certified bi-fuel Compressed Natural Gas (CNG) trucks. CNG vehicles have to be dedicated to CNG fuel: they cannot be both CNG and gas or diesel operated.
- CNG tanks cost an additional $18,000 per vehicle to install.
- The Fleet shop would need to be outfitted for CNG operations to meet regulatory requirements, which would cost approximately $200,000, or staff would need to take their CNG vehicles to the nearest CNG-certified shop every time it needed maintenance on the trucks' fuel systems; the nearest CNG-certified shop is currently located in Dixon.
- There is only one CNG fueling station in Woodland located at the Yolobus yard. The station only accepts debit/credit cards. Staff would need to use their CalCards in order to purchase fuel at this location; however, not every staff member has a CalCard.

While Fleet Services carefully weighed the environmental goals of the City, it was determined that there were no economically viable alternative-fuel solutions for these particular trucks. Fleet Services remains vigilant in seeking other ways of reducing emissions. The Chevy truck was selected because it had the best miles per gallon rating in its class.

Fleet Services invited competitive bids based on these requirements by means of advertising the bid on the City's public website and in the Daily Democrat for 10 days. Only Folsom Chevrolet submitted a proposal in the amount of $64,736.56. No local dealerships participated in this particular bid.

Discussion

Although Council approved the budget to replace the two trucks, the purchase itself requires a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than $50,000 must be awarded by the City Council. Fleet Services will create a purchase order once Council approves the purchase. The dealership will place the vehicles on order once the purchase order is received from the City. It will take approximately 6-7 weeks for delivery after the order has been placed. Once the new trucks arrive, Fleet Services will need about two weeks to "in-process" the vehicles before they are released to the WPCF. The two older trucks will be turned in for auction once the new trucks are fully operational.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of two (2) replacement Chevy 4X4 Pickup Trucks for the Water Pollution Control Facility.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Greg Meyer, Public Works Director

Paul Navazio, City Manager

Attachments: Folsom Chevrolet Crew Cab Quote
Folsom Chevrolet Regular Cab Quote
Resolution

CREW CAB

Quotation

Folsom Chevrolet
12655 Auto Mall Circle
Folsom CA, 95630
Phone (916) 605-2122 Fax (916) 605-5727

CHEVROLET

DATE 1/27/2015
Quotation # 1
Customer ID CITY OF WOODLAND

Quotation For:
CITY OF WOODLCITY OF WOODLAND

Quotation valid until: 2/6/2015
Prepared by: Tom Weaver

Instructions:
Enter a T in each row that should be taxed. (Note: This box won't print.)

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
TOM WEAVER		ASAP			1

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	2015 CHEVY CREW CAB K2500 4X	$31,515	T	$ 31,515.00
	TIRE TAX	8.75	Y	8.75
	EQUIPPED AS PER ATTACHED	.		.
	.			N/C
	.			.
	.			
	6 -7 WEEK FOR DELIVERY	.		
			SUBTOTAL	$ 31,523.75
			TAX RATE	8.25%
			SALES TAX	2,903.80
			OTHER	-
			TOTAL	$ 34,427.55

If you have any questions concerning this quotation,
Contact Tom Weaver (916) 605-2122, E-mail: tom.weaver@folsomchevy.com

THANK YOU FOR YOUR BUSINESS!

Exhibit "A"

Vehicle Build Up

- (1) 2015 Chevrolet Silverado 2500HD Crew Cab With 8.1 Cargo Box

- FE9 – Emissions YF5 CA. Emm
- L96 – Engine, Vortex 6.0L Variable Valve Timing V8 SFI E85
- MYD – Transmission, 6-Speed Automatic
- GT5 – Rear Axle, 4.10 Ratio
- PYN – Wheels, 17" Steel
- QHQ – Tires, LT245/75R17E All-Season, Black wall
- GAZ – Summit White
- ZY1 – Paint, Solid
- AE7 – Seats, Front 40/20/40Split - Bench
- H2R – Dark Ash With Jet Black Interior Accent, Cloth Seats
- I04 – Chevrolet Mylink Audio System Bluetooth
- JL1 – Trailer Brake Control
- Z82 – Trailering Equipment, Trailer Hitch
- RVS – LPO, Black Tubular assist Steps, 4" Round
- AQQ – Remote Keyless Entry
- 8S3 – Backup Alarm, 97 Decibels
- Z85 – Suspension Package, Standard
- E63 – Pickup Box, Wide Side, (STD)
- C4M – GVWR 9900 LBS EXCEPTION NONE

REG CAB

Quotation

Folsom Chevrolet
12655 Auto Mall Circle
Folsom CA, 95630
Phone (916) 605-2122 Fax (916) 605-5727

CHEVROLET

DATE 1/27/2015
Quotation # 1
Customer ID CITY OF WOODLAND

Quotation For:
CITY OF WOODL CITY OF WOODLAND

Quotation valid until: 2/6/2015
Prepared by: Tom Weaver

Instructions:
Enter a T in each row that should be taxed. (Note: This box won't print.)

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
TOM WEAVER		ASAP			1

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	2015 CHEV 4X4 REG CAB 2500	$27,991	T	$ 27,991.00
	TIRE TAX	8.75	Y	8.75
	EQUIPPED AS PER ATTACHED			
				N/C
	6 -7 WEEK FOR DELIVERY			

EXCEPTION THE GVW WILL BE 9500 LBS NOT 9900 LBS

SUBTOTAL	$ 27,999.75
TAX RATE	8.25%
SALES TAX	2,309.26
OTHER	-
TOTAL	$ 30,309.01

If you have any questions concerning this quotation,
Contact Tom Weaver (916) 605-2122, E-mail: tom.weaver@folsomchevy.com

THANK YOU FOR YOUR BUSINESS!

Exhibit "A"

Vehicle Build Up

- (1) 2015 Chevy Silverado 2500HD Standard Cab With 8.1 Cargo Box
- FE9 – Emissions YF5 CA Emission
- L96 – Engine, Vortex 6.0L Variable Valve Timing V8 SFI E85
- MYD – Transmission, 6-Speed Automatic
- GT5 – Rear Axle, 4.10 Ratio
- PYN – Wheels, 17" Steel
- QHQ – Tires, LT245/75R17E All-Season, Black wall
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- AQQ – Remote Keyless Entry
- 8S3 – Backup Alarm, 97 Decibels
- Z85 – Suspension Package, Standard
- E63 – Pickup Box, Wide Side, (STD)
- C4M – GVWR 9900 LBS EXCEPTION Will BE 9500 LBS

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PURCHASE OF TWO (2) CHEVY 4X4 TRUCKS FROM FOLSOM CHEVROLET

WHEREAS, the City of Woodland wishes to purchase two (2) Chevy 4X4 trucks for the Water Pollution Control Facility in the total amount of $64,736.56;

WHEREAS, the new Chevy 4X4 trucks will replace two older trucks assigned to the Water Pollution Control Facility that have already previously been approved by Council in the Fiscal Year 2014/2015 budget;

WHEREAS, only one proposal was received from Folsom Chevrolet in the amount of $64,736.56;

WHEREAS, all purchases for materials, supplies, and equipment greater than $50,000 must be approved by City Council per the City's Purchasing Ordinance;

WHEREAS, the City Council wishes to approve the purchase;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby approves the purchase of two Chevy 4X4 trucks from Folsom Chevrolet in the amount of $64,736.56.

PASSED AND ADOPTED by the City Council on this 14th day of April 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

File #: 14-683, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: New ASR Wells #29 and #30 Well Drilling, CIP 15-02 approve Plans and Specifications; Authorize Bid Advertisement

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, to 1) approve Plans and Specifications for CIP 15-02; New ASR Wells #29 and #30 Well Drilling; 2) authorize bid advertisement; and adopt Resolution No. _____, for sole sourcing the screened interval gravel pack materials.

Staff Contact:

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

Fiscal Impact

This project is included in the approved Capital Improvement Program Budget with a total project budget of $3,908,750, funded from the Water Enterprise Fund. The project is also included in the State Revolving Fund (SRF) loan secured by the City for the local improvements to bring treated surface water into the City's water distribution system. The California Department of Public Health (CDPH) SRF loan was approved by Council on May 13, 2014 for an amount of $31,503,088. The ASR wells are one of the five identified projects covered by the SRF loan, including the Southwest Tank, Well #28, East Transmission Main, and West Transmission Main. The estimated cost for the project is $2,500,000. Costs for the construction will not be incurred until FY 15/16. Full funding for the ASR project, CIP 15-02 is included in the forthcoming FY 15/16 CIP which is scheduled for Council adoption in June 2015.

Background

The City of Woodland has planned several projects as part of the improvements to the City's water supply portfolio, including participation in the Woodland-Davis Clean Water Agency (WDCWA) Regional Water Treatment Facility. The local projects include: 3.0 million gallon southwest tank, Well #28, East Transmission Main, West Transmission Main, and aquifer storage and recovery (ASR) Wells. The ASR program would use treated drinking water to inject into the aquifer for subsequent extraction and use. The overall program envisions up to 7 ASR wells to meet the City's needs. Well 28 is an ASR well that has already been constructed and this project will bring the number of ASR wells in the City to three.
The project involves the design and construction of two new municipal ASR capable wells near the site of the existing Well #4 and Well #11 on City owned property. The bid package includes both the drilling of a nested

monitoring well and drilling a new ASR well at each location. A second bid package is scheduled for November 2015 to include the well equipping and buildings at both locations.

Discussion

The sites of the existing Wells #4 and #11 were chosen for use as new ASR wells for several reasons. The attached Figure 1 shows the location of the well sites. Both wells are in need of replacement due to age and water quality concerns in the upper aquifer zones. The sites are ideally located for the development of a large pool of stored drinking water beneath the City and retaining that stored water within City limits. The intent is to inject water in the winter when City demand is reduced and supply from the Sacramento River is higher and then utilize some of the water to meet peak summer demands while storing significant amounts of water to supplement the City's water needs during future droughts.

Public Contract Code section 3400 allows the City to specify "sole source" products, brands or trade names in its specifications for public works projects, if the City Council has made certain findings related to the product or item. One of the statutorily permissible grounds for a sole source finding is that the product or item is necessary and is only available from one source. (See Pub. Cont. Code § 3400(c)(3).) Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; see also *Los Angeles Dredging Co. v. City of Long Beach* (1930) 210 Cal. 348; *Los Angeles Gas & Electric Corp. v. City of Los Angeles* (1922) 188 Cal. 307, 319.)

Staff undertook considerable research of various options for the gravel pack for ASR wells. ASR wells operate differently than extraction wells in that drinking water is injected into the aquifer as well as extracted from it. A major consideration in ASR wells is the potential for buildup of bacteria on the gravel pack material during injection which negatively impacts long term operation. Bacteria buildup can clog the well gravel pack and screen. Utilizing glass beads as the gravel pack material in the screened interval provides several benefits to ASR wells over traditional gravel pack material: glass beads are smooth, which inhibits bacteriological growth; the beads are perfectly spherical which provides the greatest possible pore space and permeability; glass beads have a much higher break resistance than gravel, which results in no clogging of the screen slots or cracking at installation; and glass beads have a longer life and reduce well operation costs through greater transmissivity through the gravel pack compared with traditional gravel pack materials. The City of Woodland needs to meet specific design objectives in the operation of ASR wells that only glass beads can achieve. There is only one manufacturer and supplier of the glass beads the City requires for proper operation of the ASR wells- Sigmund Lindner - that meets State of California certification requirements. There is, therefore, no advantage to the City by requiring the supply of glass beads to be competitively bid.

Conclusion

Staff recommends that City Council adopt Resolution No. _____, to 1) approve Plans and Specifications for CIP 15-02; New ASR Wells #29 and #30 Well Drilling; 2) authorize bid advertisement; and adopt Resolution No. _____, for sole sourcing the screened interval gravel pack materials.

Prepared by: Tim Busch, P.E., Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, P.E., City Engineer

Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolutions
Attachment B - Figure 1 ASR location map
Attachment C - Resolution Well Bidding

RESOLUTION __________

**RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WOODLAND
DESIGNATING CERTAIN PRODUCTS, BRANDS OR SERVICES
PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400**

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 or trade name for the statutorily enumerated purposes; and

WHEREAS, City Council has reviewed the City's general contracts, plans, and specifications in order to evaluate the City's need to establish uniform, complete, and compatible well gravel pack materials for the aquifer storage & recovery (ASR) in order to facilitate the most reliable, dependable, and cost efficient operation of the well system throughout the City; and

WHEREAS, in accordance with Public Contract Code section 3400(c)(3), the SiLi glass beads are necessary for proper operation of the City's well system because they are the only glass beads manufactured by an entity possessing an NSF 61 certification that are approved for use in California; and

WHEREAS, the SiLi glass beads are only available from one source - Sigmund Lindner; and

WHEREAS, the SiLi glass beads will allow the City to ensure that the new ASR wells (#29 and #30) operate as required by the City; and

WHEREAS, the use of the SiLi glass beads on the new ASR wells will facilitate uniformity and cost efficient operation of the City's well system; and

WHEREAS, City staff has determined that the SiLi glass beads have demonstrated the best available technology for long term operation of ASR wells; ease of maintenance, reliability, and durability; and

WHEREAS, based on the Council's above described review and Public Contract Code Section 3400(c)(2), the Council has determined the City must require and specify the use of the SiLi glass beads for the gravel pack for the ASR wells.

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

<u>Section 1.</u> The above recitals are true and correct and incorporated as if fully set forth herein.

<u>Section 2.</u> The City, pursuant to Public Contract Code section 3400, intends to establish uniform, complete and compatible components for water systems to facilitate the use of the most reliable, dependable, cost efficient and feasible products throughout the City.

<u>Section 3.</u> The City has evaluated compatibility, cost, ease of maintenance and use of different types of gravel pack materials and believes it necessary to establish a uniform manufacturer requirement for the use of glass beads in the gravel pack in order to properly

operate ASR wells in the long term, as well as reduce bacteriological growth, improve transmissivity through the aquifer, durability and reliability issues.

Section 4. The SiLi glass beads are specified because Sigmund Lindner is the only manufacturer possessing a NSF 61 certification that produces glass beads approved for use in California.

Section 5. City staff has determined that the SiLi glass beads have demonstrated reliability, durability, and quality.

Section 6. The City and its consultants have undertaken research into the various types of gravel pack materials. Pursuant to Public Contract Code Section 3400(c)(3), the City Council hereby designates the SiLi glass beads manufactured and supplied by Sigmund Lindner for use in the Project so as to establish a standardization of the City's ASR well program, thus avoiding incompatibility of products, as well as replacement and maintenance problems.

Section 7. This Resolution shall be effective as of the date of adoption.

PASSED AND ADOPTED this ________ day of ___________ 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

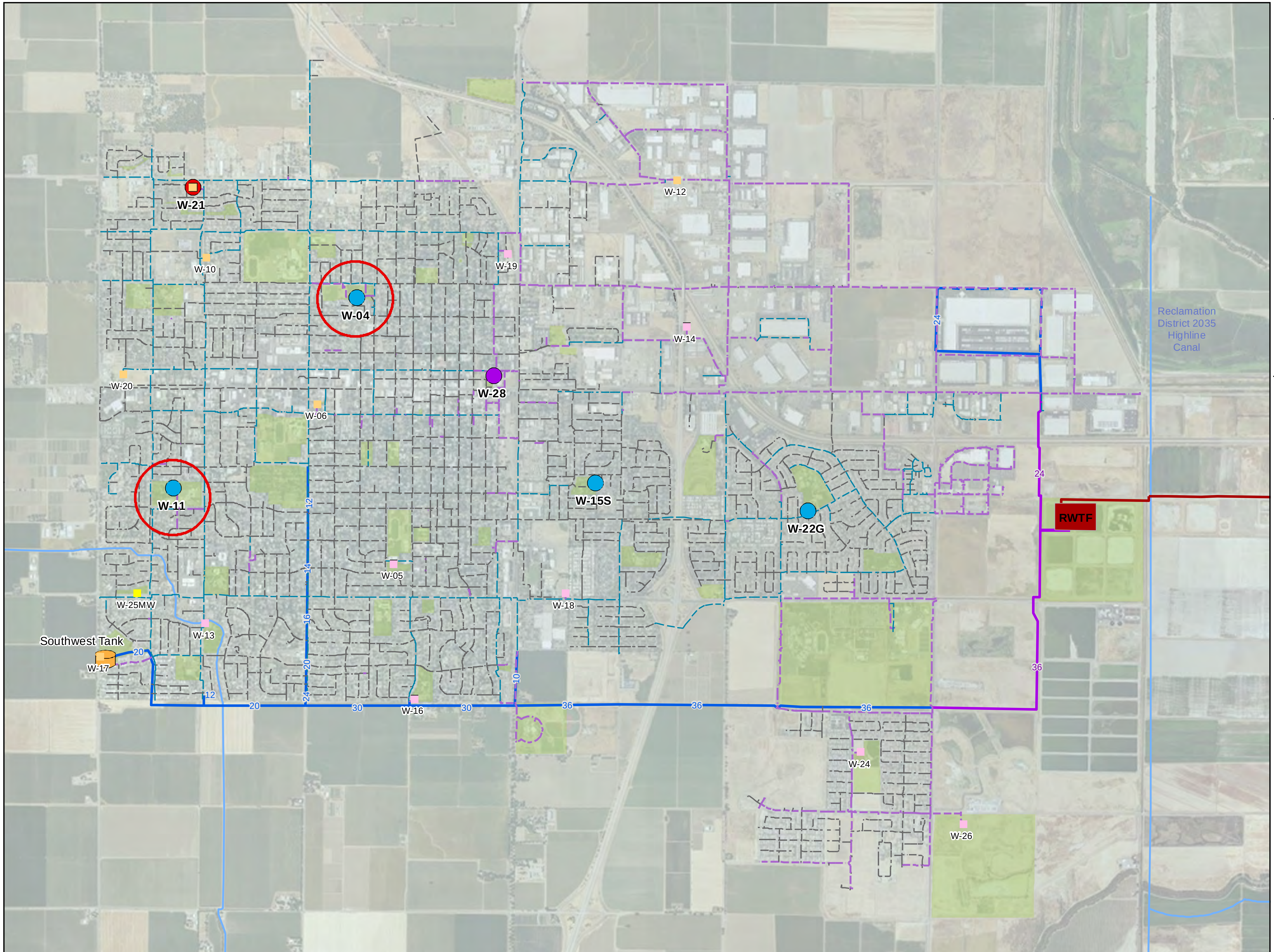


FIGURE 1

City of Woodland Aquifer Storage and Recovery Work Plan

PLANNED ASR INFRASTRUCTURE

NOTE:
1. Wells W-15 and W-22 may be re-equipped as ASR wells.

LEGEND
- Retire End of Life Well
- Inactive Well After SWTP
- Inactive Well
- Monitoring Well
- ASR Well
- Planned ASR Well
- Planned Future ASR Well / Interactive Well after SWTP
- Future Pumped Storage Tanks
- Regional Water Treatment Facility
- Parks and Public Facilities

Existing Pipeline
- 8" Diameter and Less
- 10" Diameter
- 12" Diameter

Planned Pipeline
- Raw Water Pipeline
- Regional Pipeline
- Local Pipeline
- Alternative Local Pipeline

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE NEW ASR WELLS #29 AND #30 WELL DRILLING PROJECT, CIP 15-02.

WHEREAS, the City of Woodland wishes to approve the plans and specifications and authorize advertisement for bids for the New ASR Wells #29 and #30 Well Drilling project, CIP 15-02; and

WHEREAS the replacement of existing City wells are covered under a Categorical Exemption under CEQA. The Woodland Davis Clean Water Agency's Environmental Impact Report covers ASR operations.

WHEREAS the City Council approved the Capital Improvement Budget on June 17, 2014 for the above projects; and

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

Section 1. The City Council hereby approves the plans and specifications and authorizes advertisement for bids for the New ASR Wells #29 and #30 Well Drilling project, CIP 15-02.

PASSED AND ADOPTED this ________ day of ___________ 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

Legislation Text

4.

File #: 14-684, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Approval of Final Map 5048 Heritage Remainder Phase I, Related Subdivision Improvement Agreement, Reimbursement Agreements, and Summary Abandonments of portions of Zane Drive and Meikle Avenue.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5048 Heritage Remainder Phase I; 2) approving the related Subdivision Improvement Agreement and Reimbursement Agreements and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time and amendments to the Reimbursement Agreements not to exceed 15% of the estimated costs ($206,000).

It is further recommended that the City Council adopt Resolution No. _____; 1) Approving summary vacation for excess right-of-way along a portion of Zane Drive and a portion of Meikle Avenue; and 2) authorize the City Manager to sign the quitclaim deeds on behalf of the City.

Staff Contact

Bruce D. Pollard, (530) 661-5820, bruce.pollard@cityofwoodland.org

Fiscal Impact

This project's processing costs were covered by fees. In addition, at build-out, the 109 lots are estimated to generate approximately $2.4 million in development impact fees.

Background

On December 6, 2005, the City Council approved the 115 acre Heritage Remainder Map No. 4784 and Development Agreement, consisting of 253 single-family lots and one (8.2 acre) multifamily lot. On July 1, 2014 the City Council approved a Development Agreement and New Tentative Map 5048 with 212 lots, on ~59.5 remaining acres identified as two phases, and a (~7 acre) multifamily site.

The Developer, CBLF1 SPRINGLAKE, LLC Meritage Homes, has completed all conditions required for phase 1 of tentative map No. 5048 (109 lots), and is requesting that the City approve Final Subdivision Map (SM) No. 5048, Heritage Remainder Phase I; and the associated Subdivision Improvement Agreement. The developer also is requesting the City vacate and grant certain small portions of existing dedicated right of way. This is necessary to address a change in alignment for Zane Drive and Meikle Avenue which were already dedicated (but not built) as part of other projects.

Discussion

The map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval. This map includes the abandonment and rededication of right of way on Zane Drive and Meikle Avenue so that the final constructed road is coincidental with the right of way.

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

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5048 Heritage Remainder Phase I; 2) the related Subdivision Improvement Agreement and Reimbursement Agreements; 3) authorizing City Manager to sign on behalf of the City; and 4) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time and amendments to the Reimbursement Agreements not to exceed 15% of the estimated costs ($206,000).

It is further recommended that the City Council adopt Resolution No. _____, 1) Approving summary vacation for excess right-of-way along a portion of Zane Drive and a portion of Meikle Avenue, and 2) authorize the City Manager to sign the quitclaim deeds on behalf of the City.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

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

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution Approving the Map
Attachment B - Resolution Approving Summary vacation of Right of Way
Attachment C - Subdivision Improvement Agreement
Attachment D - SLIF Reimbursement Agreement
Attachment E - Location Map

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5048 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CBLF1 SPRINGLAKE, LLC. FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

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

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

WHEREAS, CBLF1 Springlake, LLC has completed the conditions of approval and has filed a final map for 109 lots; and

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

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

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

Section 1. The City Council hereby approves Final Map 5048, Heritage Remainder Phase I, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Assessor.

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

Section 2. The City Council hereby approves the SLIF Reimbursement Agreement. The City Manager is hereby authorized and directed to execute the Agreement, and is authorized to amend the agreement to increase the cost not to exceed 15% of the original Agreement.

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

PASSED AND ADOPTED this ________ day of ___________ 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

RESOLUTION NO. ______

A RESOLUTION OF THE CITY OF WOODLAND CITY COUNCIL APPROVING SUMMARY VACATION OF PORTIONS OF CITY-OWNED PARCELS

WHEREAS, The City of Woodland currently owns a road right of way for Zane Drive and Meikle Avenue that exceeds the amount needed for operation of the roadway and pedestrian facilities; and

WHEREAS, The adjacent property owner, CBLF1 Springlake, has requested realignment of Zane Drive and Meikle Avenue as part of Final Map 5048 Heritage Remainder Phase I; and

WHEREAS, the right-of-way has not been used for the purpose it was acquired; and

WHEREAS, the City has determined that certain amounts of the right-of-way will not be needed in the future; and

WHEREAS, a legal description of this excess land has been prepared by a licensed land surveyor in the State of California and the legal descriptions are attached and incorporated into this resolution by reference;

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

Section 1. The City Council of the City of Woodland in accordance with chapter 8335 of the Streets and highway code does summarily vacate the land as described in the attached legal descriptions

Section 2. The City Council hereby authorizes the City Manager is hereby authorized execute related Quitclaim Deeds CBLF1 Springlake to the property to the adjacent property owner.

PASSED AND ADOPTED this ________ day of ___________ 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION

All that real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Miekle Avenue as shown on Subdivision Map No. 4912, "Heritage Remainder Parcel Map" filed on December 28, 2007 in Book 2007 of Maps at Page 209, Yolo County Records, Yolo County, California, being more particularly described as follows:

Beginning at the Southeast corner of said Miekle Avenue; thence the following six (6) courses:

1) North 88°53'35" West, 7.00
2) Thence North 01°06'25" East, 57.00 feet;
3) Thence North 46°06'25" East, 16.97 feet;
4) Thence South 88°53'35" East, 19.00 feet;
5) Thence along the arc of a 24.00 foot radius, non-tangent curve to the left, through a central angle of 90°00'00", a distance of 37.70 feet, said curve being subtended by a chord which bears South 46°06'25" West, 33.94 feet;
6) Thence South 01°06'25" West, 45.00 feet to the **Point of Beginning**.

Said property contains 535 Sq Ft (0.01 Ac.), more or less.

End of description

Prepared by: Cunningham Engineering Corp.
March, 2015

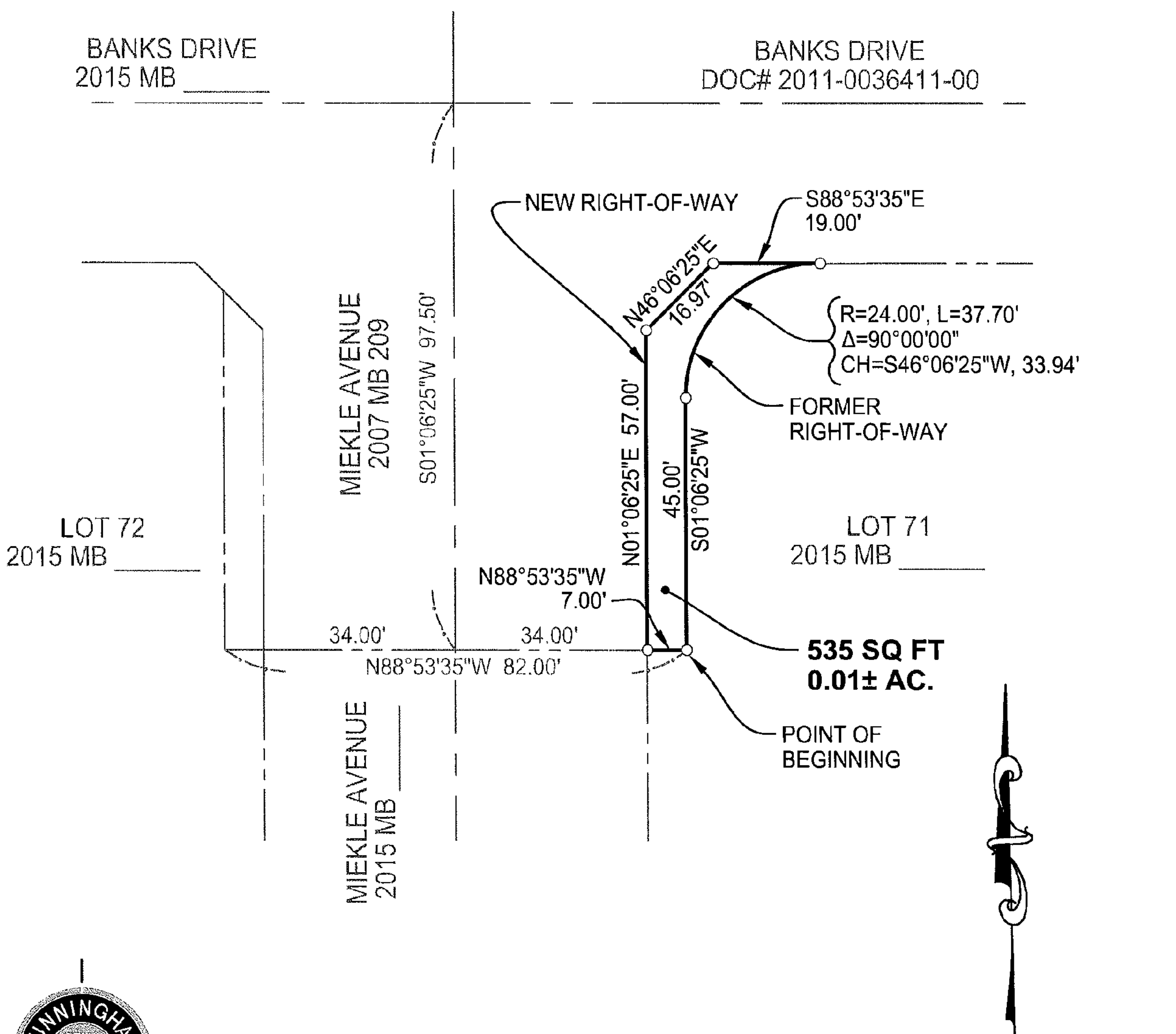
REGISTERED PROFESSIONAL ENGINEER
CHARLES W. CUNNINGHAM
No. C30339
CIVIL
STATE OF CALIFORNIA

3/31/15

EXHIBIT "B"
PLAT

A PORTION OF MIEKLE AVENUE OF SUBDIVISION MAP NO. 4912, "HERITAGE REMAINDER PARCEL MAP", FILED IN BOOK 2007 OF MAPS AT PAGE 209, YOLO COUNTY RECORDS
CITY OF WOODLAND COUNTY OF YOLO STATE OF CALIFORNIA
CUNNINGHAM ENGINEERING
MARCH 2015 SCALE: 1" = 150'
SHEET 1 OF 1 SHEETS

REGISTERED PROFESSIONAL ENGINEER CHARLES W. CUNNINGHAM No. C30339 CIVIL STATE OF CALIFORNIA
3/31/15



CUNNINGHAM ENGINEERING
CECWEST.COM

Davis Office
2940 Spafford Street
Suite 200
Davis, CA 95618
(530) 758-2026

Sacramento Office
2120 20th Street
Suite Three
Sacramento, CA 95818
(916) 455-2026

1420-01-04

EXHIBIT "A"
PROPERTY DESCRIPTION

All that real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Miekle Avenue as shown on Subdivision Map No. 4912, "Heritage Remainder Parcel Map" filed on December 28, 2007 in Book 2007 of Maps at Page 209, Yolo County Records, Yolo County, California, being more particularly described as follows:

Beginning at the Southwest corner of said Miekle Avenue; thence the following four (4) courses:

1) North 01°06'25" East, 64.00 feet;
2) Thence South 43°53'35" East, 9.90 feet;
3) Thence South 01°06'25" West, 57.00 feet;
4) Thence North 88°53'35" West, 7.00 feet to the **Point of Beginning.**

Said property contains 423 Sq Ft (0.01 Ac.), more or less.

End of description

Prepared by: Cunningham Engineering Corp.
March, 2015

REGISTERED PROFESSIONAL ENGINEER
CHARLES W. CUNNINGHAM
No. C30339
CIVIL
STATE OF CALIFORNIA

3/31/15

EXHIBIT "B"

PLAT

A PORTION OF MIEKLE AVENUE OF SUBDIVISION MAP NO. 4912, "HERITAGE REMAINDER PARCEL MAP", FILED IN BOOK 2007 OF MAPS AT PAGE 209, YOLO COUNTY RECORDS

CITY OF WOODLAND COUNTY OF YOLO STATE OF CALIFORNIA

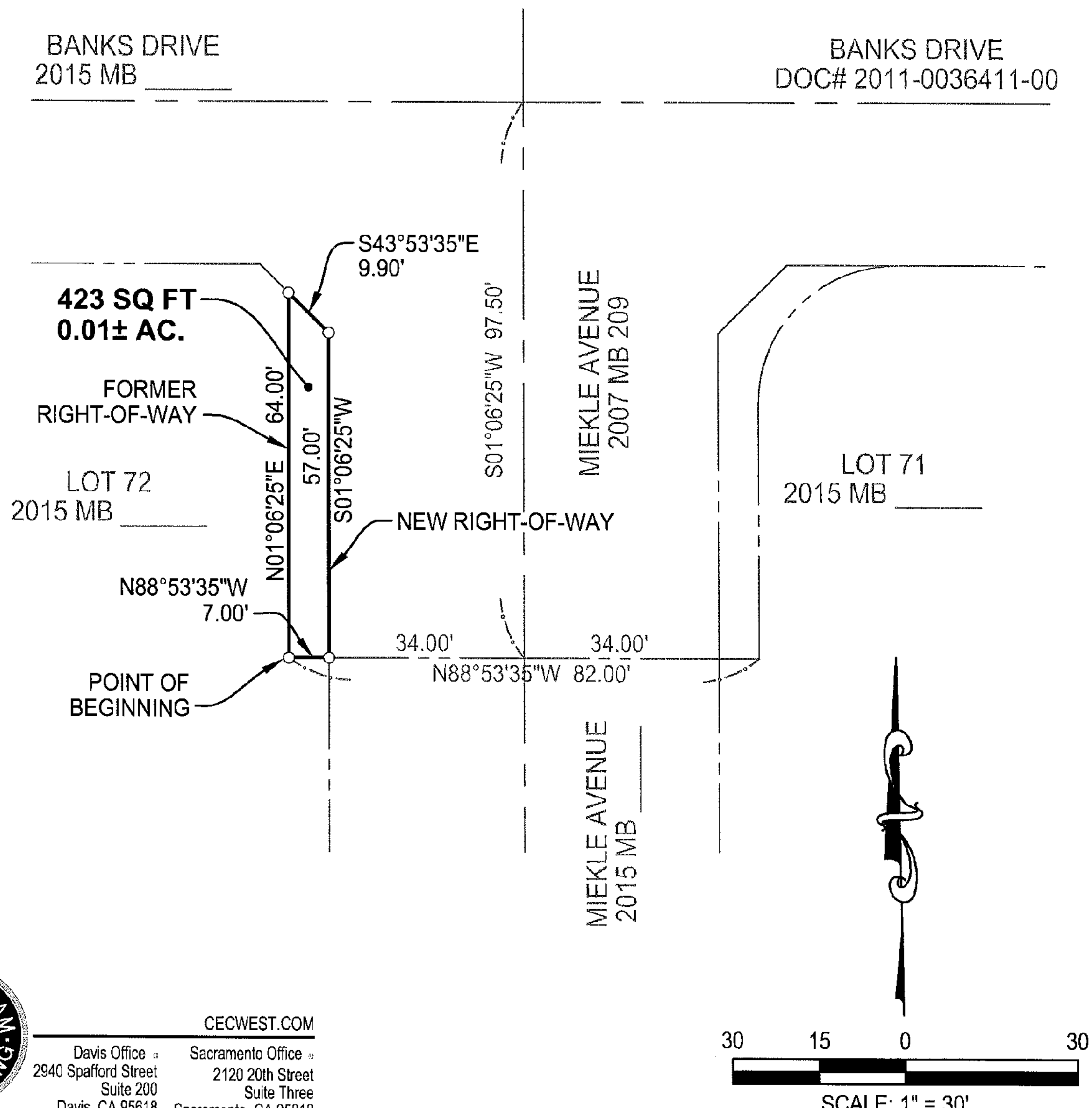
CUNNINGHAM ENGINEERING

MARCH 2015 SCALE: 1" = 150'

SHEET 1 OF 1 SHEETS

REGISTERED PROFESSIONAL ENGINEER
CHARLES W. CUNNINGHAM
No. C30339
CIVIL
STATE OF CALIFORNIA

3/31/15



CUNNINGHAM ENGINEERING

CECWEST.COM

Davis Office
2940 Spafford Street
Suite 200
Davis, CA 95618
(530) 758-2026

Sacramento Office
2120 20th Street
Suite Three
Sacramento, CA 95818
(916) 455-2026

1420-01-04

EXHIBIT "A"
PROPERTY DESCRIPTION

All that real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Zane Drive as shown on Grant Deed, Doc. #2014-0018460-00, Yolo County Official Records, Yolo County, California, being more particularly described as follows:

Beginning at the Southeast corner of said Zane Drive; thence the following eight (8) courses:

1) North 88°53'35" West, 12.29 feet;
2) Thence North 01°06'25" East, 17.31 feet;
3) Thence along the arc of a 34.00 foot radius, tangent curve to the right, through a central angle of 28°19'25", a distance of 16.81 feet, said curve being subtended by a chord which bears North 15°16'08" East, 16.64 feet;
4) Thence along the arc of a 37.00 foot radius, tangent curve to the left, through a central angle of 8°34'42", a distance of 5.54 feet, said curve being subtended by a chord which bears North 25°08'29" East, 5.53 feet;
5) Thence South 88°53'35" East, 13.79 feet
6) Thence along the arc of a 37.00 foot radius, non-tangent curve to the right, through a central angle of 11°01'58", a distance of 7.12 feet, said curve being subtended by a chord which bears South 26°22'07" West, 7.11 feet;
7) Thence along the arc of a 34.00 foot radius, tangent curve to the left, through a central angle of 30°46'41", a distance of 18.26 feet, said curve being subtended by a chord which bears South 16°29'46" West, 18.05 feet;
8) Thence South 01°06'25" West, 14.67 feet to the **Point of Beginning**.

Said property contains 494 Sq Ft (0.01 Ac.), more or less.

End of description

Prepared by: Cunningham Engineering Corp.
March, 2015

REGISTERED PROFESSIONAL ENGINEER
CHARLES W. CUNNINGHAM
No. C30339
CIVIL
STATE OF CALIFORNIA

3/31/15

EXHIBIT "B"

PLAT

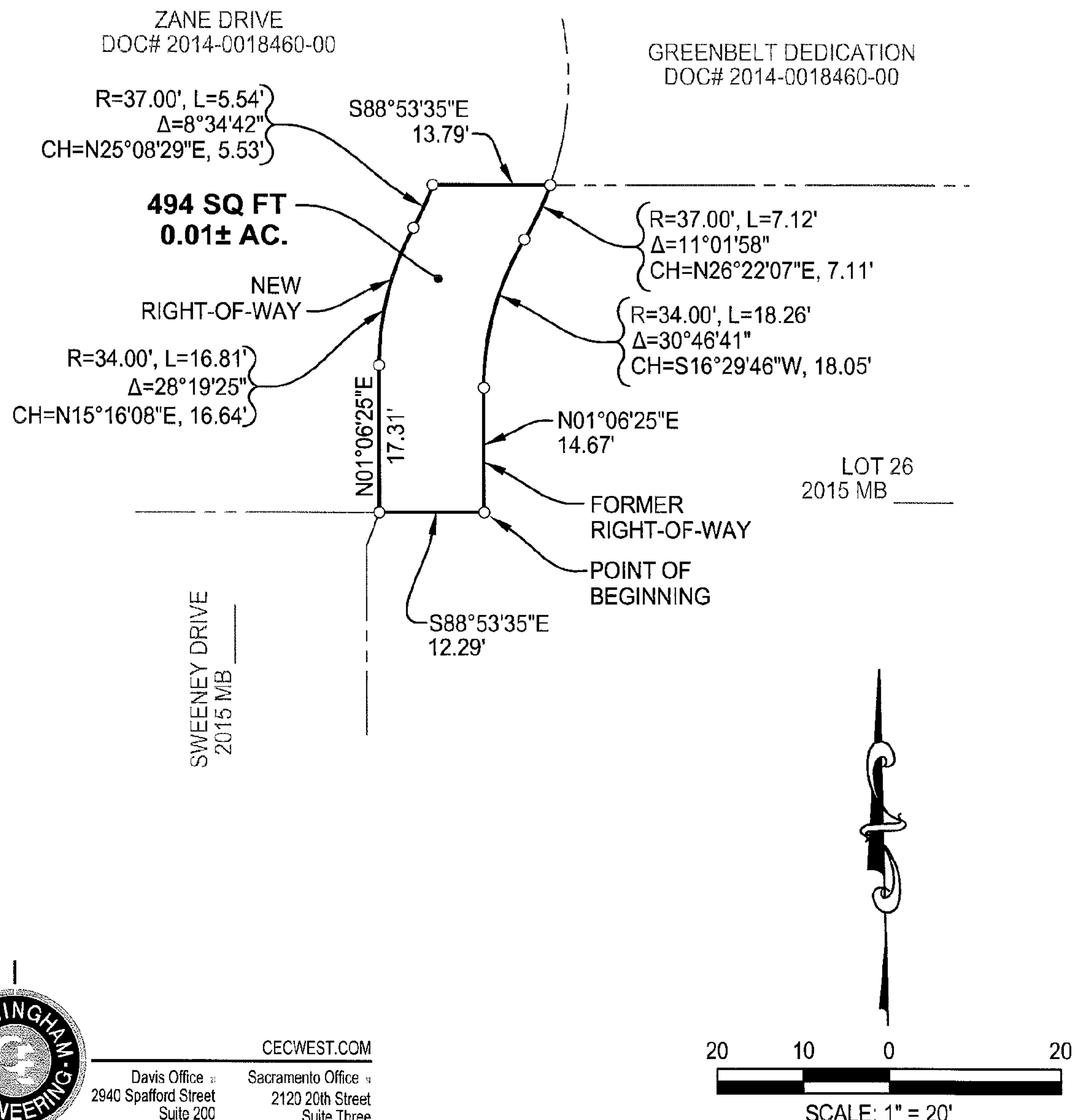
A PORTION OF ZANE DRIVE OF GRANT DEED, DOCUMENT NO. 2014-0018460-00,
RECORDED ON AUGUST 15, 2014, IN THE OFFICE OF THE YOLO COUNTY RECORDS
CITY OF WOODLAND   COUNTY OF YOLO   STATE OF CALIFORNIA

CUNNINGHAM ENGINEERING

MARCH 2015   SCALE: 1" = 150'
SHEET 1 OF 1 SHEETS

REGISTERED PROFESSIONAL ENGINEER
CHARLES W. CUNNINGHAM
No. C30339
CIVIL
STATE OF CALIFORNIA

3/31/15



CUNNINGHAM ENGINEERING

CECWEST.COM

Davis Office
2940 Spafford Street
Suite 200
Davis, CA 95618
(530) 758-2026

Sacramento Office
2120 20th Street
Suite Three
Sacramento, CA 95818
(916) 455-2026

1420-01-04

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5048

between

THE CITY OF WOODLAND

a California municipal corporation

and

CBLF1 SPRINGLAKE, LLC

A DELEWARE LIMITED LIABILITY COMPANY

82093.00016\3513833.8

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5048

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _________, 2015, by and between the CITY OF WOODLAND, a California municipal corporation ("City") and CBLF1 Springlake, LLC, a Delaware limited liability company, with its principal office located at 7144 E. Stetson Drive, Scottsdale, Arizona ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland City Council on June 17, 2014. The tentative subdivision map is identified in City records as Parcel Map No. 5048 ("Map").

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

C. Developer has submitted and requests approval of Final Map No. 5048, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

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

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

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

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on June 17, 2014.

III. TERMS

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

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

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

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

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

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

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

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

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. Developer will provide a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Before starting work on the Required Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

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

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

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

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by December, 2015 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

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

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

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

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

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

9.0 Default; Notice; Remedies.

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

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

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

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

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

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

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

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below (“Security”). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping (“Estimated Costs”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Seven Million, Seventy-six Thousand, Nine Hundred Dollars (**$7,076,900**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Three Million, Five Hundred Thirty-eight Thousand, Four Hundred Fifty Dollars (**$3,538,450**), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

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

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this

Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

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

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars ($1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

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

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

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

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

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

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

14.5 Endorsements.

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

> **Additional Insured:** The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance

Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

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

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

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

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

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

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

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

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

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

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

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

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

17.0 General Provisions.

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

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

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

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

CITY:	**DEVELOPER:**
City of Woodland 300 First Street Woodland, CA 95695 Attn: City Engineer	CBLF1 Springlake, LLC 7144 E. Stetson Drive Scottsdale, AZ Attn: Emily Leppert
	With copy to: Meritage Homes Construction, Inc. 1671 E. Monte Vista Avenue, Suite 214 Vacaville, CA 95688

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

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

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

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in

City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

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

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

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

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

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

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

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

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

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

[Signature Page Follows]

CITY OF WOODLAND

By: ______________________________
Tom Stallard, Mayor

ATTEST:

By: ______________________________
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Kara Ueda, City Attorney
Best Best & Krieger LLP

CBLF1 SPRINGLAKE, LLC

By: Emily Leppert
Signature

Emily Leppert
Print Name

Managing Director of its Manager
Title

(Seal)

By: ______________________________
Signature

____
Print Name

____
Title

NOTE:

82093.00016\3513833.8

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

State of California

County of Yolo

On March 24, 2015 before me, L Bergen a Notary Public, personally appeared *Emily Leppert*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: L Bergen

Name: L Bergen
(typed or printed)

(Seal) L. BERGEN
Comm. #2047465
Notary Public • California
Solano County
Comm. Expires Nov 25, 2017

EsInitials

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

State of ______________________

County of ______________________

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

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

WITNESS my hand and official seal.

Signature: ______________________________

Name: ______________________________
(typed or printed)

(Seal)

EsInitials

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

State of ______________________________

County of _____________________________

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

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

WITNESS my hand and official seal.

Signature: _________________________________

Name: ______________________________________
(typed or printed)

(Seal)

EsInitials

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL/TRACT NO. 042-030-029 & 042-030-042

SUBDIVISION NO. 5048 HERITAGE REMAINDER 1
A SUBDIVISION OF APN 042-030-029 & 042-030-042

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL NO. 042-030-029 & 042-030-042

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans Heritage Remainder 1 incorporated into this agreement by reference.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL NO. 042-030-029 & 042-030-042

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: $ ______________

Surety: ______________________________

Attorney-in-fact: ______________________________

Address: ______________________________

____

____

PAYMENT BOND: $ ______________

Surety: ______________________________

Attorney-in-fact: ______________________________

Address: ______________________________

____

____

GUARANTEE AND WARRANTY SECURITY BOND: $ ______________

Surety: ______________________________

Attorney-in-fact: ______________________________

Address: ______________________________

____

____

Recording Requested by
and when recorded return to:

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

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

1. Parties and Date

This Agreement is entered into as of the ____ day of ______________, 2015 ("Effective Date") by and between Meritage Homes of California, a California corporation with its principal office located at 1671 E. Monte Vista Avenue, Suite 214, Vacaville, CA 95688 ("Developer"), and the City of Woodland, a California municipal corporation ("City").

2. Recitals

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

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

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

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

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is One Million Three Hundred Seventy-four Thousand Nine Hundred Forty Dollars and Zero Cents ($1,374,940.00) ("Purchase Price"), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A,", Based on Engineer's Estimates as set forth in Exhibit B attached hereto and incorporated herein by this reference.

Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

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

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

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

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

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

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

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

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

Developer:
Meritage Homes of California
1671 E. Monte Vista Avenue, Suite 214
Vacaville, CA 95688

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

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

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

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

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

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

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

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

CITY OF WOODLAND	MERITAGE HOMES OF CALIFORNIA
By: ______________________ Paul Navazio, City Manager	by: ______________________ Signature
	______________________ Print Name
	______________________ Title

ATTEST:

____
Ana Gonzalez, City Clerk

EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED

	SCHEDULE					
Item No.	**CONSTRUCTION ITEM DESCRIPTION**	**UNITS**	**QTY**	**TOTAL ESTIMATED COST**	**FUND SOURCE**	
1	Landscaping (Marston Greenbelt)	LS		$44,465	SLIF Credits	
2	Promenade/Banks – Water	LS		$103,975	SLIF Credits	
3	CR 102 – Grading and EC	LS		$155,812	SLIF Credits	
4	CR 102 – Street work, concrete and landscape	LS		$752,229	SLIF Credits	
5	CR 102 – Storm Drainage	LS		$83,720	SLIF Credits	
6	CR 102 – Water	LS		$84,790	SLIF Credits	
7	CR 102 – Streetlights	LS		$52,500	SLIF Credits	
8	CR 102 – Traffic Signal	LS		$7,500	SLIF Credits	
	Sub Total			$1,284,991		
	CM/Overhead Fixed 7%			$89,949	SLIF Credits	
	TOTAL			$1,374,940		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLY SLIF CONSTRUCTION COSTS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: HERITAGE REMAINDER AREA
BASED ON: APPROVED IMPROVEMENT PLANS DATED MARCH 2015
PREPARED BY: AB, MP

SUMMARY & NOTES	A (B+C)	B	C
PHASE 1 IMPROVEMENTS	PROJECT SUBTOTAL	SLIF	NON-SLIF DEVELOPER COST
INTRACTS (109 lots)	$5,296,900	$148,400	$5,148,400
OFFSITES (County Road 102 Improvements)	$1,136,600	$1,136,600	$0
10% CONSTRUCTION CONTINGENCY	$643,400	$128,500	$514,800
TOTAL PHASE 1 INTRACTS COST:	$7,076,900	$1,413,500	$5,663,200

NOTES:

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

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

3 This opinion of probable cost was based on the approved Phase 1 Heritage Remainder Area improvement plans dated Nov. 2014 and the approved County Road 102 improvement plans dated March 2015.

4 Unit costs are 2015 basis, except where otherwise noted.

5 This opinion of costs DOES NOT include costs for the following items:
  a. Engineering, construction management, construction staking, and soils testing, except as noted.
  b. Undergrounding or relocation of existing overhead utility lines (except as noted).
  c. Permits or other City fees.
  d. Any costs related to environmental assessment or the mitigation of any contamination, endangered species or archeological resources.
  e. Costs for land, financing, bonds and easements.
  f. On-site improvements including fencing, etc.
  g. Utility runs from back of curb to buildings (incl. sewer, water, PG&E, etc.)
  h. Costs associated with coordination with other contractors working within the Spring Lake area.
  i. Front and side yard landscaping

6 This opinion assumes payment of prevailing wage

7 This opinion includes all costs for Zane Drive (assumes work beyond north curb and gutter is future work by others excl. street lights)

8 This opinion assumes all earth import will be coming from Road 19 pond site.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: HERITAGE REMAINDER AREA
BASED ON: APPROVED IMPROVEMENT PLANS DATED MARCH 2015
PREPARED BY: AB, MP

PHASE 1 INTRACTS (109 lots)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	34.8	AC	$300.00	$ 10,451	$ -	$ 10,451
2.	ROUGH GRADING	102,000	CY	$3.50	$ 357,000	$ -	$ 357,000
3.	EARTH IMPORT (incl. placement/compaction)	550	CY	$13.00	$ 7,150	$ -	$ 7,150
4.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	183,141	SF	$0.60	$ 109,885	$ -	$ 109,885
5.	SW-FINISH GRADING, CMPT. SUB-GRADE	105,857	SF	$0.85	$ 89,978	$ -	$ 89,978
6.	LOT GRADING	109	EA	$450.00	$ 49,050	$ -	$ 49,050
7.	EROSION CONTROL	34.8	AC	$2,000.00	$ 69,673	$ -	$ 69,673
8.	DEMOLITION AND REMOVALS	1	LS	$20,000.00	$ 20,000	$ -	$ 20,000
	GRADING & EROSION CONTROL SUB-TOTAL				$ 713,187	$ -	$ 713,187
II.	STREET WORK, CONCRETE, & LANDSCAPING						
9.	4" AC PAVEMENT	155,627	SF	$2.23	$ 347,048	$ -	$ 347,048
10.	5" AC PAVEMENT	5,866	SF	$2.84	$ 16,659	$ -	$ 16,659
11.	12" AGGREGATE BASE (Road/Curb/Gutter)	182,083	SF	$1.69	$ 307,720	$ -	$ 307,720
12.	18" AGGREGATE BASE (Road/Curb/Gutter)	5,240	SF	$2.53	$ 13,257	$ -	$ 13,257
13.	4" PCC SIDEWALK (incl. 4" AB)	51,194	SF	$6.00	$ 307,164	$ -	$ 307,164
14.	CURB & GUTTER	10,619	LF	$18.50	$ 196,452	$ -	$ 196,452
15.	MEDIAN CURB	261	LF	$16.00	$ 4,176	$ -	$ 4,176
16.	4" MODIFIED CURB (traffic circle apron)	76	LF	$12.00	$ 912	$ -	$ 912
17.	SURVEY MONUMENTS	10	EA	$500.00	$ 5,000	$ -	$ 5,000
18.	SIGNAGE AND STRIPING	1	LS	$3,000.00	$ 3,000	$ -	$ 3,000
19.	DRIVEWAYS	108	EA	$800.00	$ 86,400	$ -	$ 86,400
20.	STAMPED CONCRETE/ENHANCED CROSSWALKS	2,113	SF	$15.00	$ 31,695	$ -	$ 31,695
21.	LANDSCAPING (Lots B, C, Mickle Ave., pedestriain corr. to Rd. 102, pedestrian corr. to Somerset, Banks Drive at Lots A/B, traffic circle)	19,672	SF	$4.50	$ 88,524	$ -	$ 88,524
22.	LANDSCAPING (Marston greenbelt south of ex. path)	9,881	SF	$4.50	$ 44,465	$ 44,465	$ -
23.	CONCRETE PATH (Lots B, C, and Zane Dr. path)	3,195	SF	$6.00	$ 19,170	$ -	$ 19,170
24.	ENTRY MONUMENTS (columns near Zane Dr.)	1	LS	$20,000.00	$ 20,000	$ -	$ 20,000
25.	BIKE/PED PATH ENTRANCE	3	EA	$2,200.00	$ 6,600	$ -	$ 6,600
26.	GRIND AND OVERLAY (Mickle and Banks)	40,064	SF	$2.00	$ 80,128	$ -	$ 80,128
27.	BARRICADES	261	LF	$25.00	$ 6,525	$ -	$ 6,525
28.	RETAINING WALL	2,200	SF	$35.00	$ 77,000	$ -	$ 77,000
29.	PEDESTRIAN RAMPS (incl. detectable warnings)	38	EA	$1,500.00	$ 57,000	$ -	$ 57,000
	STREET WORK & CONCRETE SUB-TOTAL				$ 1,718,895	$ 44,465	$ 1,674,431
III.	STORM DRAINAGE						
30.	18" RCP STORM DRAIN	2,178	LF	$60.00	$ 130,680	$ -	$ 130,680
31.	24" RCP STORM DRAIN	332	LF	$80.00	$ 26,560	$ -	$ 26,560
32.	30" RCP STORM DRAIN	810	LF	$95.00	$ 76,950	$ -	$ 76,950
33.	36" RCP STORM DRAIN	807	LF	$110.00	$ 88,770	$ -	$ 88,770
34.	42" RCP STORM DRAIN	738	LF	$135.00	$ 99,630	$ -	$ 99,630
35.	48" RCP STORM DRAIN	382	LF	$160.00	$ 61,120	$ -	$ 61,120
36.	54" RCP STORM DRAIN	150	LF	$200.00	$ 30,000	$ -	$ 30,000
37.	CAP END	3	EA	$650.00	$ 1,950	$ -	$ 1,950
38.	CONNECT TO EXISTING	4	EA	$2,500.00	$ 10,000	$ -	$ 10,000
39.	TYPE I SD MANHOLE (36" pipe max.)	6	EA	$4,000.00	$ 24,000	$ -	$ 24,000
40.	TYPE II SD MANHOLE (36" pipe min.)	4	EA	$5,000.00	$ 20,000	$ -	$ 20,000
41.	CURB INLET MANHOLE (Type I base)	17	EA	$5,200.00	$ 88,400	$ -	$ 88,400
42.	CURB INLET MANHOLE (Type II base)	5	EA	$6,200.00	$ 31,000	$ -	$ 31,000
43.	CURB INLET	14	EA	$3,000.00	$ 42,000	$ -	$ 42,000
	STORM DRAINAGE SUB-TOTAL				$ 731,060	$ -	$ 731,060
IV.	SEWER SYSTEM						
44.	8" SDR-35 PVC	4,993	LF	$45.00	$ 224,685	$ -	$ 224,685
45.	48" SEWER MANHOLE	21	EA	$4,500.00	$ 94,500	$ -	$ 94,500
46.	4" SEWER SERVICE (incl. clean out; incl. Her. Park. lots)	113	EA	$1,200.00	$ 135,600	$ -	$ 135,600
47.	CONNECT TO EXISTING	3	EA	$2,500.00	$ 7,500	$ -	$ 7,500
48.	CAP END	3	EA	$650.00	$ 1,950	$ -	$ 1,950
	SEWER SYSTEM SUB-TOTAL				$ 464,235	$ -	$ 464,235
V.	WATER SYSTEM						
49.	8" WATER MAIN (incl. fittings and stubs to 25A)	3,656	LF	$50.00	$ 182,800	$ -	$ 182,800

50. 8" VALVE	16	EA	$2,000.00	$	32,000	$ -	$	32,000
51. 12" WATER MAIN (incl. fittings)	1,117	LF	$75.00	$	83,775	$ 83,775	$	-
52. 12" VALVE	6	EA	$3,000.00	$	18,000	$ 18,000	$	-
53. 1.5" WATER SERVICE (incl. meter; incl. Her. Park lots)	113	EA	$3,500.00	$	395,500	$ -	$	395,500
54. FIRE HYDRANT AND ASSEMBLY	16	EA	$5,200.00	$	83,200	$ -	$	83,200
55. CONNECT TO EXISTING	5	EA	$1,100.00	$	5,500	$ 2,200	$	3,300
56. IRRIGATION SLEEVES	1,460	LF	$10.00	$	14,600	$ -	$	14,600
57. 8" BLOW OFF VALVE	4	EA	$2,500.00	$	10,000	$ -	$	10,000
	WATER SYSTEM SUB-TOTAL			$	825,375	$ 103,975	$	721,400
VI. STREETLIGHTS								
58. STREET LIGHTS (SINGLE-Including wire, poles, pedestals	57	EA	$6,000.00	$	342,000	$ -	$	342,000
59. TEMPORARILY REMOVE LIGHTS FOR SD INSTALL	3	EA	$1,500.00	$	4,500	$ -	$	4,500
60. RELOCATE STREET LIGHT INTO R/W	1	EA	$2,500.00	$	2,500	$ -	$	2,500
	STREETLIGHT SUB-TOTAL			$	349,000	$ -	$	349,000
VII. JOINT TRENCH								
61. JOINT TRENCH	4,951	LF	$100.00	$	495,100	$ -	$	495,100
	JOINT TRENCH SUB-TOTAL			$	495,100	$ -	$	495,100

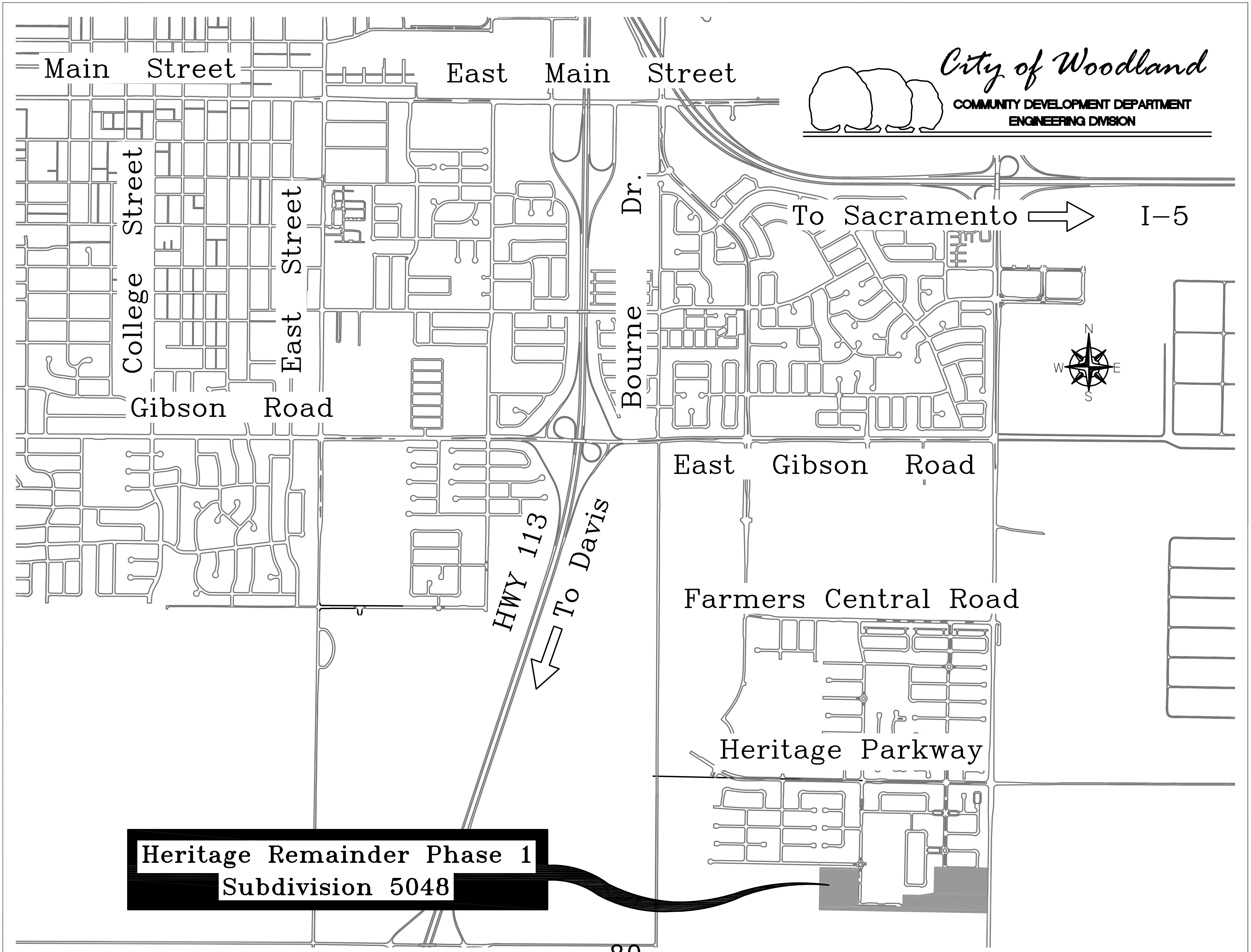
	SUMMARY		TOTAL COST	SLIF		NON-SLIF DEVELOPER COST
I.	GRADING & EROSION CONTROL	$	713,187	$ -	$	713,187
II.	STREET WORK & CONCRETE	$	1,718,895	$ 44,465	$	1,674,431
III.	STORM DRAINAGE	$	731,060	$ -	$	731,060
IV.	SEWER SYSTEM	$	464,235	$ -	$	464,235
V.	WATER SYSTEM	$	825,375	$ 103,975	$	721,400
VI.	STREETLIGHTS	$	349,000	$ -	$	349,000
VII.	JOINT TRENCH	$	495,100	$ -	$	495,100
	SUB-TOTAL:	$	5,296,852	$ 148,440	$	5,148,413
	10% CONTINGENCY:	$	529,685	$ 14,844	$	514,841
	TOTAL INTRACTS COST :	**$**	**5,826,600**	**$ 163,300**	**$**	**5,663,300**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: HERITAGE REMAINDER AREA OFFSITE IMPROVEMENTS - CR 102
BASED ON: IMPROVEMENT PLANS DATED OCT. 2014 (1ST SUBMITTAL)
PREPARED BY: MP/KM

COUNTY ROAD 102

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	2.5	AC	$300.00	$ 736	$ 736	$ -
2.	ROUGH GRADING	10,883	CY	$3.50	$ 38,091	$ 38,091	$ -
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	36,496	SF	$0.60	$ 21,898	$ 21,898	$ -
4.	SW-FINISH GRADING, CMPT. SUB-GRADE	11,978	SF	$0.85	$ 10,181	$ 10,181	$ -
5.	TRAFFIC CONTROL	1.0	LS	$75,000.00	$ 75,000	$ 75,000	$ -
6.	EROSION CONTROL	2.5	AC	$2,000.00	$ 4,906	$ 4,906	$ -
7.	DEMOLITION AND REMOVALS	1	LS	$5,000.00	$ 5,000	$ 5,000	$ -
	GRADING & EROSION CONTROL SUB-TOTAL				$ 155,812	$ 155,812	$ -
II.	STREET WORK, CONCRETE, & LANDSCAPING						
8.	7" AC PAVEMENT	35,849	SF	$3.90	$ 139,756	$ 139,756	$ -
9.	26" AGGREGATE BASE (Road/Curb/Gutter)	36,496	SF	$3.66	$ 133,671	$ 133,671	$ -
10.	AC DIKE	1,296	LF	$10.00	$ 12,960	$ 12,960	$ -
11.	SURVEY MONUMENTS	1	EA	$500.00	$ 500	$ 500	$ -
12.	SIGNAGE AND STRIPING	1	LS	$4,000.00	$ 4,000	$ 4,000	$ -
13.	LANDSCAPING	36,854	SF	$4.50	$ 165,843	$ 165,843	$ -
14.	10' CONCRETE PATH	11,978	SF	$6.00	$ 71,868	$ 71,868	$ -
15.	ENTRY MONUMENTS - WELCOME TO WOODLAND SIGN	1	LS	$20,000.00	$ 20,000	$ 20,000	$ -
16.	MICROSURFACING	88,888	SF	$0.50	$ 44,444	$ 44,444	$ -
17.	BARRICADES	15	LF	$25.00	$ 375	$ 375	$ -
18.	SOUND WALL	1,365	LF	$110.00	$ 150,150	$ 150,150	$ -
19.	LANDSCAPE WALL	263	SF	$33.00	$ 8,663	$ 8,663	$ -
					$ -	$ -	$ -
	STREET WORK, CONCRETE, & LANSCAPING SUB-TOTAL				$ 752,229	$ 752,229	$ -
III.	STORM DRAINAGE						
1.	18" RCP STORM DRAIN	1,037	LF	$60.00	$ 62,220	$ 62,220	$ -
2.	CONNECT TO EXISTING	1	EA	$2,500.00	$ 2,500	$ 2,500	$ -
3.	TYPE I SD MANHOLE (36" pipe max.)	4	EA	$4,000.00	$ 16,000	$ 16,000	$ -
4.	AREA DRAIN	2	EA	$1,500.00	$ 3,000	$ 3,000	$ -
	STORM DRAINAGE SUB-TOTAL				$ 83,720	$ 83,720	$ -
IV.	WATER SYSTEM						
5.	8" WATER MAIN	1,189	LF	$50.00	$ 59,450	$ 59,450	$ -
6.	8" VALVE	1	EA	$2,000.00	$ 2,000	$ 2,000	$ -
7.	FIRE HYDRANT AND ASSEMBLY	4	EA	$5,200.00	$ 20,800	$ 20,800	$ -
8.	CONNECT TO EXISTING	1	EA	$1,100.00	$ 1,100	$ 1,100	$ -
9.	IRRIGATION SLEEVES	144	LF	$10.00	$ 1,440	$ 1,440	$ -
	WATER SYSTEM SUB-TOTAL				$ 84,790	$ 84,790	$ -
V.	STREETLIGHTS						
10.	STREET LIGHTS DUAL-Including wire, poles, pedestals)	6	EA	$8,750.00	$ 52,500	$ 52,500	$ -
	STREETLIGHTS SUB-TOTAL				$ 52,500	$ 52,500	$ -
VI.	TRAFFIC SIGNAL						
11.	CONDUIT ONLY INSTALLATION	1	LS	$7,500.00	$ 7,500	$ 7,500	$ -
	TRAFFIC SIGNAL SUB-TOTAL				$ 7,500	$ 7,500	$ -

	SUMMARY	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I.	GRADING & EROSION CONTROL	$ 155,812	$ 155,812	$ -
II.	STREET WORK, CONCRETE, & LANDSCAPING	$ 752,229	$ 752,229	$ -
III.	STORM DRAINAGE	$ 83,720	$ 83,720	$ -
IV.	WATER SYSTEM	$ 84,790	$ 84,790	$ -
V.	STREETLIGHTS	$ 52,500	$ 52,500	$ -
VI.	TRAFFIC SIGNAL	$ 7,500	$ 7,500	$ -
	SUB-TOTAL:	$ 1,136,551	$ 1,136,551	$ -
	10% CONTINGENCY:	$ 113,655	$ 113,655	$ -
	TOTAL CR 102 COST :	**$ 1,250,300**	**$ 1,250,300**	**$ -**


Main Street
East Main Street
City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
College Street
East Street
Bourne Dr.
To Sacramento
I-5
N
W
E
S
Gibson Road
East Gibson Road
HWY 113
To Davis
Farmers Central Road
Heritage Parkway
Heritage Remainder Phase 1
Subdivision 5048

File #: 14-691, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report

Recommendation for Action: This item is informational.

Staff Contact

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

Background

The ***Development Scenarios Report*** introduces the second major phase of the Woodland General Plan Update process, in which options for the city's physical growth and development through the year 2035 are explored. The Report presents a Draft Preferred Land Use Map, proposed General Plan Land Use Designations, and a draft policy framework, as well as four potential development "Scenarios" that illustrate different ways in which Woodland could grow and develop over the planning period. The four scenarios show different ways in which new housing, shopping, employment centers, and public facilities could be distributed throughout the city and the rest of the planning area to accommodate a range of possible population and job growth.

The selected scenarios, and the amounts and locations of growth that they represent, were chosen in response to direction from the Woodland City Council on November 19, 2013. The council requested evaluation of a draft Preliminary Composite Land Use Map that would develop in response to a "draft" set of triggers governing phasing, (location and timing), of new growth. In addition, Council requested that the scenarios test a range of growth projections, ranging from the low end of 0.8 percent annual growth in housing units to a high end of 1.7 percent annual growth.

It is important to recognize that by varying both amount and location of growth that many more development scenarios are possible beyond the four that are examined in this exercise. Based on Council direction, choices were made to identify a reasonable range of development options that combine development variables. The analysis did not exhaust every possible permutation. Rather, the Scenarios were designed to provide information regarding some key implications and to allow a better understanding how each variable impacts the outcome. By testing the four "Scenarios", we are able to gain a better understanding of how we might "mix and match" aspects of the scenarios to arrive at a desired Preferred Plan for growth through 2035.

Because the four scenarios are all based on development of the same land use plan, they all share some important similarities. At the same time, they illustrate important differences, informing implications for land use and direction of growth. Each scenario has been evaluated for its impacts on traffic, infrastructure, public services, and the City's fiscal circumstances, (or "balance sheet").

Discussion

The ***Development Scenario Report***, provides an in depth discussion concerning the analysis of each development scenario and a comparative evaluation and summary. The Report includes the following: an *Executive Summary*; Chapter 1: *Introduction*; Chapter 2: *Growth Opportunities and Constraints*; Chapter 3: *Draft Preferred Plan and Development Scenarios*; Chapter 4: *Comparison of Scenarios'* Yield; Chapter 5: *Comparison of Impacts by Scenario*; Chapter 6: *Achievement of Vision and Guiding Principles*; Chapter 7: Summary of Impacts; Chapter 8: *Next Steps*; and *Appendices*. The report will be available for view on the General Plan page of City's Web site, under Community Development at the following link: General Plan Update 2035 <http://www.cityofwoodland.org/gov/depts/cd/divisions/planning/generalplan/2035/default.asp>.

Members of the Woodland Community will have ample opportunity, through a variety of media and venues, to weigh in on what aspects of the four scenarios they like, what impacts concern them, and how they might balance and prioritize different impacts, including phasing and sequencing of growth.

Next Steps

Identification of a Preferred Land Use Plan and development strategy are essential for the process to move to the next stage, the actual drafting of the General Plan document. The following is a summary of the next steps in the General Plan Update process leading up to the City Council's direction on a preferred Land Use Map and key policies:

1. Presentation of the Scenarios and results of the testing in a series of meetings and workshops for review and discussion as follows:
   a. Public Workshop on **April 27, 2015**
   b. General Plan Steering Committee Workshop (week of May 11, 2015)
   c. Planning Commission Public Meeting(s) (June - depending upon scope of the resulting discussion)
   d. City Council Public Meeting(s) (July - depending upon scope of the resulting discussion)

2. Taking input from the analysis and meetings and workshops, the staff will develop a recommended preferred alternative Land Use Map and accompanying policy framework, which will likely involve components of several of the scenarios.

3. The City Council will then receive a detailed presentation and be asked to preliminarily approve a preferred Land Use Map and Development Strategy (timing and phasing), and key policy framework for use in developing the Draft General Plan.

4. Once these steps are complete, the General Plan team will prepare the Draft General Plan and draft Environmental Impact Report.

5. It is anticipated that more in depth evaluation and discussion with the public and policy makers will be required as the Draft General Plan document is being prepared to refine policy and implementation language in the Plan.

Conclusion

This item is informational.

Prepared by: Cindy A. Norris, Principal Planner
Reviewed by: Ken Hiatt, Director

Paul Navazio, City Manager

Legislation Text

6.

File #: 14-703, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Process for Board and Commission Appointments

Recommendation for Action: Staff recommends that the City Council review the current process to appoint members to the various City Boards and Commissions and provide direction to staff on any desired modifications to inform the upcoming round of Board and Commission nominations and appointments for terms expiring June 2014.

Staff Contact

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

Fiscal Impact

There is no fiscal impact related to the recommendations contained in this report. Significant staff time is allocated to support of the City's Boards and Commissions with funding included within the baseline operating budget of relevant city departments. Nominal costs are also associated with the periodic recruitment and nomination period for board and commission appointments.

Background

At the meeting of April 7, 2015, the Council requested that staff agendize a discussion of the current process used by the Council to appoint members to the various city boards and commissions. Staff has prepared this brief report to assist in the Council's discussion.

Currently, the City has 10 active boards and commissions as well as two citizen's advisory committees. (A third citizens' flood-related advisory committee was recently established by Council). Nine out of ten of the formal board and commissions, along with the Water Utility Advisory Committee (WUAC) follow a standard process (with minimal variations), as outlined below. Appointments to the Manufactured Home Fair Practices Commission (subject of another item on tonight's agenda) are governed by specific provisions of Section 16-B of the City Code adopted through a voter-approved ballot measure. There is no formal structure or appointment process for the city's ad-hoc Sustainability Committee.

The process currently used to evaluate and appoint members to the majority of Boards and Commissions follows these basic steps:

- Solicitation of applications from prospective candidates for open positions

- Council Ad-hoc Subcommittee Assigned
  - Presently assigned by City Clerk on rotation basis
- Sub-Committee responsible for
  - Conducting formal interviews of applicants
  - Recommending slate of candidates to full Council
- City Council ratifies sub-committee recommendations
  - Name and applications of recommended candidates provided to full Council

This process generally occurs twice a year as all commissioner terms expire either on the basis of fiscal year (June 30th) or calendar year (December 31st). In 2010, the Council approved the following term cycles for city Boards and Commissions, each including members with staggered 4 year terms:

Fiscal Year Terms: July 1 - June 30

- Building Code of Appeals
- Planning Commission
- Historical Preservation Commission
- Library Board

Calendar Year Terms: January 1 - December 31

- Parks & Recreation Commission
- Personnel Board
- Traffic Safety Commission
- Commission on Aging
- Manufactured Homes Fair Practices Commission (3-year terms, per ordinance)

Discussion

Over the past several months, members of the Council have expressed an interest in reviewing the current process offering a number of ideas. Staff also offers selected options drawn from processes used in other agencies.

Staff recommends that Council consider whether any modifications are warranted in the following areas:

1) Overall process for appointing members to boards and commissions
   a. Keep current sub-committee process
   b. Consider council-direct appointment process
      i. Full Council evaluates and votes on all candidates - majority-vote needed for appointment
      ii. Individual Council members responsible for making single appointments

2) Modify Council sub-committee selection process
   a. Keep current rotating selection process (assigned by City Clerk)
   b. Return to Council appointment of sub-committee
   c. Modify interview practice (discretionary)

3) Council Ratification of Sub-Committee Recommendations

   a. Retain current process - recommended slate of candidates presented
   b. Request all candidate names and applications in agenda packet

4) Consider addition of “alternate” commissioner spots to selected commissions
   a. Help ensure quorum during planned absences of regular members
   b. Provides pool of qualified candidates to fill future vacancies

5) Other considerations…

Conclusion

Staff requests specific Council direction on any desired process modifications to inform the upcoming recruitment and selection process to fill commissioner terms expiring 6/30/15.

Paul Navazio, City Manager

Attachment: Roster of Current Board and Commission Members (as of 4/1/15)

BOARDS AND COMMISSIONS
2015

COMMISSION	MEMBER	TERM ENDS	MEETING DATE
Board of Building	*Jim Heffernan	6/30/2017	On Call –
Appeals	Bob Martino	6/30/2015	Comm. Dev.
(FY Term)	Edward Puccetti	6/30/2018	Office
Paul Siegel	Ashok "AK" Khera	6/30/2017	
(Staff Liaison) 661-5912	Chuck Amajioyi	6/30/2019	*(4 year terms)*
Commission on	Carla Sanborn	12/31/2015	2nd Thursday
Aging	Don Campbell	12/31/2015	3:00 p.m. – C&SC
(CY Term)	Regan Overholt	12/31/2018	
Christine Engel	Therese Brown	12/31/2017	*(4 year terms)*
(Staff Liaison) 661-2008	Heidi Wheeler	12/31/2016	
Historical Pres.	Tabatha Chavez	6/30/2018	3rd Wednesday
Commission (700)	Robert Orlins	6/30/2015	6:00 p.m. -
(FY Term)	Cheryl Brookshear	6/30/2015	Council Chambers
Cindy Norris	Christine Casey	6/30/2015	
(Staff Liaison) 661-5911	Mark Aulman	6/30/2017	*(4 year terms)*
Library Board (700)	Kathy Harryman	6/30/2017	3rd Wednesday
(FY Term)	Edgar Lampkin	6/30/2017	4:00 p.m. - Library
	Gloria Rodriguez	6/30/2016	
Greta Galindo	Diana Adams	6/30/2017	*(3 year terms)*
(Staff Liaison) 661-5984	Karen Shepard	6/30/2016	
Manufactured Home	***Vacancy*** (Hilliard Appt.)	12/31/2016	On Call
Fair Practices	Tom Bills (Marble Appt.)	12/31/2014	
Commission (700)	Alan Gering (Alternate)	12/31/2015	*(3 year terms)*
(CY Term)	***Vacancy*** (Stallard Appt.)	12/31/2016	
	*Bill Marcus (Denny Appt.)	12/31/2014	
Dan Sokolow	Robert Noren (Barajas Appt.)	12/31/2014	
(Staff Liaison) 661-5927	***Vacancy*** (Alternate)	12/31/2015	
Parks & Recreation	Joe Romero	12/31/2018	4th Monday
Commission	Enrique Fernandez	12/31/2017	6:30 p.m. -
(CY Term)	Ruben Morales, Jr.	12/31/2015	Council Chambers
	Jon-Paul Valcarenghi	12/31/2016	
	Stephanie Miller	12/31/2017	*(4 year terms)*
Christine Engel	Carla White-Snyder	12/31/2017	
(Staff Liaison) 661-2008	Jesse Salinas	12/31/2018	

BOARDS AND COMMISSIONS
2015

COMMISSION	**MEMBER**	**TERM ENDS**	**MEETING DATE**
Personnel Board	Lorna Carriveau	12/31/2015	On Call
(CY Term)	Richard DeLiberty	12/31/2015	
	Cathy O'Connell	12/31/2016	*(3 year terms)*
Sheila McShane	Letha Sines	12/31/2015	
(Staff Liaison) 661-5811	Donna Slattery	12/31/2018	
Planning	Marco Lizarraga	6/30/2016	1st and 3rd Thursday
Commission (700)	Fred Lopez	6/30/2017	6:30 p.m. -
(FY Term)	Kirby Wells	6/30/2016	Council Chambers
	Steve Harris	6/30/2019	
	Elodia Ortega-Lampkin	6/30/2019	*(4 year terms)*
Cindy Norris	John Murphy	6/30/2018	
(Staff Liaison) 661-5911	Christopher Holt	6/30/2017	
Traffic Safety	Ronald Mikalson	12/31/2018	On-call (1-2/year)
Commission	Michael Lemaire	12/31/2015	6:30 p.m. -
(CY Term)	James Vorhees	12/31/2016	Council Chambers
Katie Wurzel	Lisa Gordon	12/31/2018	
(Staff Liaison) 661-5954	David Geer	12/31/2015	*(4 year terms)*
Undergrounding	Jerry Barr	Cable TV	On Call
	Brian Sweeney	PG&E	
	Cindy Norris	Staff Person	*(Indefinite term)*
	Andrew Morris	City Attorney	
	John Eaton		
	Ray Guenther	Pacific Bell	
	Greg Meyer	PW Director	

**** DENOTES CHAIR***

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Legislation Text

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File #: 14-698, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 14, 2015

SUBJECT: Reappointment and Appointment of Members to the Manufactured Homes Fair Practices Commission

Recommendation for Action: Staff recommends that the City Council approve the reappointment and appointment of members to the Manufactured Homes Fair Practices Commission.

Staff Contact

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

Background

The City's Manufactured Home Fair Practices Commission (MHFPC) is in need of filling several vacancies on the commission. Several of the member's terms expired at the end of December 2014.

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

Commission membership and appointments

Currently, there are three vacancies on the MHPFC. The governing ordinance requires that, "if a vacancy shall occur otherwise than by expiration of the term, it shall be filled by appointment for the unexpired portion of such member's term." In addition, there are also three expired terms (as of 12/31/14). Regular members are to be appointed to new three-year terms, while alternate appointments are limited to two-year terms (also per City Code, Chapter 16B).

The following represents the roster of currently-appointed commissioners:

5 Regular Members (3 year terms):

Name	Nominating Council Seat	**Current** Term	**New** Term
Bill Marcus	Sean Denny	12/2014	12/2017
VACANCY	Tom Stallard	12/2016	----------
Tom Bills	Bill Marble	12/2014	12/017
Robert Noren	Angel Barajas	12/2014	12/2017
VACANCY	Jim Hilliard	12/2016	----------

2 Alternate Members (2 year terms):

Alan Gering	Mayor	12/2015	----------
VACANCY	Mayor	12/2015	----------

Recommended Appointments

- Commissioners Bill Marcus (Denny), Tom Bills (Marble) and Robert Nolan (Barajas) are recommended for appointments to new three-year terms.
- Current alternate Alan Gering is recommended for appointment as Regular Member by Councilmember Hilliard to complete vacated term expiring 12/31/16
- Mayor Stallard makes the following appointments:
  - Regular Member - Skip Davies (complete term expiring 12/31/16)
  - Alternate Member - Gary Sandy (complete term expiring 12/31/15)
  - Alternate Member - Wayne Ginsburg (complete term expiring 12/31/15)

Scope and Role of Manufactured Home Fair Practices Commission

For reference, staff is including via attachment to this report a copy of Chapter 16B of the City Code establishing the Manufactured Home Fair Practices Commission. In addition to directing the make-up and selection process for commission members, this code section also establishes the purpose and scope of the commission and the process by which request by owners for various increases in space rents at mobile home parks in the City of Woodland. It also lays out the limited role that the Council is provided in this arena,

The Council may wish to schedule a future discussion on this subject matter at a future meeting.

Conclusion

Staff recommends that the City Council approve the appointment and reappointment of members to the Manufactured Homes Fair Practices Commission, as presented in this report.

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment: Woodland City Code, Chapter 16B, Manufactured Home Space Rent Control

CHAPTER 16B. - MANUFACTURED HOME SPACE RENT CONTROL.

Sections:

Sec. 16B-1. - Preamble.

(a) There is presently, within the city of Woodland and surrounding communities, a shortage of rental spaces for the location of manufactured homes commensurate with the demand therefore. This inequitable market situation has resulted in low vacancy rates and contributed or threatens to contribute to rapidly escalating rents. This situation has resulted or threatens to result in serious concern, anguish and stress among a significant portion of Woodland residents living in manufactured home parks.

(b) Alternative sites for the relocation of manufactured homes are difficult to find due to the shortage of vacant space, the restrictions on the age, size or style of manufactured homes permitted in many parks, and requirements related to the installation of manufactured homes, including permits, landscaping and site preparation. Additionally, the cost for moving a manufactured home is substantial, and the risk of damage in moving is significant. The results of these conditions are the creation of a captive market of manufactured home owners. This immobility, in turn, contributes to the creation of a great imbalance in the bargaining position of the park owners and manufactured home owners in favor of the park owners.

(c) Manufactured home owners are property owners with sizable investments in their manufactured homes and appurtenances. Collectively, the manufactured home owners have a greater investment than does the manufactured home park owner. The residents of manufactured home parks consider their relationship with the park owners as a joint housing venture. The continuing possibility of unreasonable space rental increases in manufactured home parks threatens to diminish the value of the investment of the manufactured home owners. Further, existing state law permits manufactured home park owners to require manufactured home owners to make modifications to their homes for reasons of aesthetics or conformity to park standards that amount to capital improvements which would accrue to the benefit of the park owner by potentially increasing the market value of the park itself.

(d) It is necessary to facilitate and encourage fair bargaining between manufactured home owners and park owners in order to achieve mutually satisfactory agreements with regard to space rental rates in manufactured home parks. Absent such agreements this council further finds and declares it necessary to protect the owners and residents of manufactured homes from unreasonable space rental increases while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-2. - Definitions.

Commission. The manufactured home fair practices commission established by this chapter.

Manufactured home. For purposes of this chapter, the term "manufactured home" shall be synonymous with the term "mobile home."

Manufactured home park. An area of land where two or more manufactured home sites are rented, or held out for rent to accommodate manufactured homes used for human habitation. Also referred to herein as a "park."

Manufactured home park owner. The owner, lessor, operator or designated agent thereof of a manufactured home park also referred to herein as a "park owner."

Manufactured home resident. Any person enTitled to occupy a manufactured home as the owner thereof or pursuant to a rental or lease agreement with the owner of a manufactured home. Also referred to herein as a "resident."

Rental agreement. An agreement between the manufactured home park owner and a resident establishing the terms and conditions of a tenancy. A lease is a rental agreement.

Space rent. The consideration, including any bonus, benefits or gratuities, demanded or received for and in connection with the use or occupancy of a manufactured home within a manufactured home park or the transfer of a rental agreement of such a manufactured home. The use and occupancy of a rental unit shall induce the exercise of all rights and privileges and use of all facilities, services and amenities accruing to the residents thereof for which a separate fee authorized by the Mobile Home Residency Law (California Civil Code Section 798 et seq.) not charged. Nothing herein shall be construed to prevent a park opener from establishing such fees as may be authorized by the Mobile Home Residency Law.

Vacancy control. The occurrence of a vacancy in either a space within a park or a mobile home unit on a space within a park shall not result in a space rental increase in excess of the percentage increase allowed once during any twelve month period.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-3. - Applicability.

(a) The provisions of this chapter shall apply to all manufactured home parks as defined in Section 16B-2(c), and to all tenancies in such parks unless otherwise exempted by this section or any other provision of this chapter.

(b) The space rent ceiling provision of this chapter shall not apply to any tenancy in a manufactured home park that is covered by a rental agreement meeting all of the requirements of Section 798.17 of the California Civil Code for the duration of such agreement. All other provisions, including but not limited to the registration provisions of Section 16B-5, shall be applicable to such tenancies unless specifically exempted by a provision of this chapter or state law.

(c) The provisions of this chapter shall not apply to any space occupied by a resident who, throughout the duration of his or her tenancy, owns both the manufactured home in which he or she resides and an ownership interest in the subdivision, cooperative, condominium for mobile homes, or other resident-owned manufactured home park in which the space is located.

(d) The provisions of this chapter shall not apply to spaces in manufactured home parks that are subject to recorded affordable housing covenants which restrict tenancies to low- and very low-income households and require rents affordable to residents at those income levels.

(Ord. No. 1362, § 1 (part).)

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

(a) Establishment. The manufactured home fair practices commission of the city of Woodland is hereby established.

(b) Membership

    (1) 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.

(2) All members of the commission, regulars and alternates, shall be required to attend all commission meetings and hearings unless such member has been disqualified from participation.

(3) When a regular member is absent from a meeting, an alternate member shall participate in the commission proceedings in place of the absent regular member. An alternate member shall have voting privileges only when acting in the stead of an absent regular member.

(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.

(d) Term

(1) Each regular member of the board shall serve for a term of three years except as otherwise provided herein. For the first commission, the mayor shall appoint three regular members for three-year terms and two regular members for two-year terms. Thereafter, the successors of these members shall be appointed for terms of three years. Each regular member shall hold office until a new member has been duly appointed.

(2) Each alternate member of the board shall serve for a term of two years except as otherwise provided herein. Each alternate member shall hold office until a new alternate member has been duly appointed.

(3) If a vacancy shall occur otherwise than by expiration of the term, it shall be filled by appointment for the unexpired portion of such member's term.

(4) The provisions herein above notwithstanding, a member may be removed, at any time, with or without cause, by majority vote of the city council.

(5) Any member who is absent, without sufficient cause, from three successive meetings of the commission which such member was required to attend, shall be deemed to have vacated his office.

(e) Meetings. Except as expressly provided herein, the commission shall establish the time and place of its meetings. All meetings of the commission shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Gov. Code section 54950 et seq.).

(f) City council guidelines; commission rules and regulations.

(1) The city council may from time to time, adopt by resolution, such guidelines, as it deems necessary to assist and direct the commission in the accomplishment of its duties.

(2) The commission may make and adopt its own rules and regulations for conducting its business consistent with the laws of the state, this chapter, and any guidelines adopted by the city council. Any such rules and regulations shall be reduced to writing and be on file with the secretary of the commission at all times.

(g) Officers. The commission may appoint such officers, as it may deem necessary to carry out its duties hereunder.

(h) Records. The commission shall keep a record of its proceedings, which shall be open for inspection by any member of the public.

(i) Appointment of committees and hearing officers. The commission may appoint committees or hearing officers to hear matters on which testimony must be taken, which committees and officers shall report to the commission the findings and results of any such hearing on a matter referred to such committee or person.

(j) Compensation. Each member of the commission shall be entitled to such compensation as may be set by the city council. Such members shall be entitled to reimbursement for expenses incurred in the performance of their official duties. The commission shall not have any authority to expend or authorize the expenditure of any public funds, except with the prior express approval of the city council.

(k) Staff. The city manager shall provide all administrative staff necessary to serve the commission. The city clerk shall serve as the secretary of the commission and shall be responsible for the maintenance of all records of the commission. The city attorney or his/her designee shall act as legal counsel to the commission.

(l) Quorum. Three commissioners shall constitute a quorum. A majority vote of all commissioners, i.e., three votes is required for the adoption of any findings and/or order pertaining to an application filed hereunder and for the adoption, amendment or repeal of any rules and regulations of the commission. A majority vote of the quorum of the commission is required for the commission to take action on any other matter.

(m) Duties. The commission shall undertake and have the following duties, responsibilities and functions, together with all powers reasonably incidental thereto:

   (1) To meet from time to time as may be specified by the rules and regulations of the commission in order to carry out its duties;

   (2) To require such registration of manufactured home parks as the commission may deem necessary to enable it to carry out its duties;

   (3) To make adjustments in space rent ceilings as provided for in this chapter;

   (4) To make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out its powers and duties;

   (5) To adopt, promulgate, amend and rescind such administrative rules as may be necessary to effectuate the purposes and policies of this chapter and to enable the commission to carry out its powers and duties thereunder;

   (6) To render at least semiannually a comprehensive written report to the city council concerning the commissions activities, holdings, action, results of hearings, and all other matters pertinent to this chapter; and

   (7) To undertake such other related duties as may be assigned by the city council.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-5. - Registration.

(a) Within sixty calendar days after the date any manufactured home park, or manufactured home space, initially becomes subject to the provisions of this chapter, and annually thereafter, the owner of such park shall register the park, inducing all manufactured home spaces within the park that are subject to this chapter.

(b) The initial registration shall include the name(s), business addresses, business telephone number(s) of each person or legal entity possessing an ownership interest in the park and the nature of such interest; the number of manufactured home rental spaces within the park; a rent schedule reflecting space rents within the park on the effective date of this chapter; a listing of all other charges, including utilities not included in space rent, paid by manufactured home residents within the park and the approximate amount of each such charge; and the name and address to which all required notices and correspondence may be sent.

(c) The commission is hereby empowered to require such re-registration as it deems necessary.

(d) No park owner shall be eligible to receive any rent ceiling adjustment as provided for under the provisions of this chapter unless such current registration as may then be required for the manufactured home park is on file with the commission at the time the petition for the rent ceiling adjustment is filed.

(e) The registration requirements provided for in this section or which may be established by the commission shall apply to all manufactured home parks, and park spaces, including those exempt from the space rent ceiling limitation by reason of an exemption based upon Civil Code Section 798.17.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-6. - Registration fee.

(a) At the time of initial registration or any subsequent re-registration, manufactured home park owners shall pay to the city of Woodland a registration fee for each manufactured home rental space within the park, as established by resolution of the city council, except such spaces that are exempt from such fee because of a space rental agreement that meets the requirements of Section 798.17 of the California Civil Code.

(b) If a park owner does not pay the fee provided for in subsection (a) above within the time period established therein, a late charge shall be assessed in an amount equal to one dollar for each manufactured home rental space within the park for each month or fraction thereof that such payment is delinquent.

(c) No petition will be accepted from any park owner for a space rent ceiling adjustment of any kind, no hearing or other proceeding shall be scheduled or take place, and no space rent ceiling adjustment shall be granted or take effect for any manufactured home park for which there is an unpaid registration fee.

(d) The registration fee provided by this section is intended to defray costs associated with the administration of this chapter except those costs associated with net operating income and special adjustment hearings, which costs are provided for under Section 16B-14(f) of this chapter

(e) The city manager is hereby directed to maintain an accurate accounting of all direct and indirect costs of administering the regulations contained in this chapter. The city manager shall submit a report to the commission and city council of such costs and any recommendation for a change in the registration fee at least annually from and after the effective date of this chapter.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-7. - Space rent ceiling.

(a) Beginning the first month which commences following this election when this ordinance is enacted, no owner of a manufactured home park shall charge space rent for any manufactured home space in an amount greater than the space rent in effect on January 1, 1996. This date shall be known as the "space rent ceiling date." The space rent in effect on that date, and as thereafter adjusted in accordance with this chapter, shall be known as the space rent ceiling.

(b) When no space rent in effect. If there was no space rent in effect on the space rent ceiling date, the space rent ceiling shall be the space rent that was charged for that space on the last date that space rent was charged for the space prior to the space rent ceiling date.

(c) Exemptions. If a manufactured home space is exempted from the space rental ceiling provisions of this chapter by reason of the existence of a space rent agreement that meets the requirements of Civil Code Section 798.17, and the agreement expires, the space rent ceiling for the space shall be the space rent in effect for that space before the agreement expired.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-8. - Space rent ceiling adjustments.

(a) Increase prohibited. No increase in space rent ceiling shall be permitted except as provided for herein.

(b) Initial adjustment.

(1) Permissive adjustment. A park owner shall be entitled to an initial permissive adjustment of gross space rental income equal to the lesser of the three percent increase per annum since the base year or an increase equal to the percentage increase in the Consumer Price Index (CPI) from the end of the base year to the date of application for the adjustment.

(2) NOI adjustment. In the event a park owner does not receive a just and reasonable return on the park property after receiving the maximum permissive adjustment provided for above, a park owner may file an application with the commission for an initial adjustment of the space rent ceiling.

A park owner shall be entitled to an adjustment of the space rent ceiling so as to enable the park owner's base year net operating income (NOI) to be increased by a rate equal to the lesser of: (a) the percentage increase in the CPI since the end of the base year multiplied by that percentage of the CPI which composes the expenditure category of housing or the equivalent thereof, or (b) forty percent of the percentage increase in the CPI since the end of the base year. The percentage increase in the CPI shall be calculated by using the procedure set forth in Section 16B-8(b)(1).

No further space rent ceiling adjustment shall be permitted in calendar year 2002, with the exception of any applicable pass-through adjustment provided for herein.

(3) Filing of application. An application for either an initial permissive or NOI adjustment may be filed with the secretary to the commission no sooner than sixty (60) days following enactment of this ordinance. The application shall be submitted on such form as may be provided by the commission.

The commission shall review any such application in accordance with the provisions of this chapter.

(c) Annual adjustment. Commencing on April 1 in the year following the date any manufactured home park initially becomes subject to the provisions of this chapter, and every subsequent year thereafter, any park owner subject to this chapter shall be entitled to the following annual adjustments:

(1) Permissive adjustment. A park owner shall be entitled to an annual permissive adjustment of gross space rental income equal to the lesser of a three percent increase or an increase equal to seventy-five percent of the percentage increase in the CPI during the full twelve calendar months immediately preceding the date of the application as reported by the Bureau of Labor Statistics. The percentage increase in the CPI during the twelve month period shall be calculated by comparing the CPI reported for the last month of the twelve month period with the CPI reported for the month immediately preceding the twelve month period.

(2) NOI adjustment. In the event a park owner believes he would not receive a just and reasonable return on his investment in the park after receiving the maximum permissive adjustment provided for above, a park owner may file an application with the commission for an alternative adjustment of the space rent ceiling based upon the park's net operating income (NOI).

A park owner shall be entitled to an adjustment of the space rent ceiling so as to enable the park owner's net operating income (NOI) during the full twelve calendar months immediately preceding the date of the application to be increased by a rate equal to the lesser of: (a) the percentage increase in the CPI during the full twelve calendar months immediately preceding the date of the application multiplied by that percentage of the CPI which composes the expenditure category for housing, or (b) forty percent of the percentage increase in the CPI during the full twelve calendar months immediately preceding the date of the application. The percentage increase in the CPI during the twelve month period shall be calculated in the same manner described in Section 16B-8(c)(1).

(3) Effect of previous annual adjustment. No annual adjustment shall become effective if a previous annual adjustment became effective within the previous twelve months. An annual adjustment may, however, be approved by the commission within such twelve month period provided that such an adjustment shall not become effective within such twelve month period.

(d) Pass-through of government assessments.

(1) A manufactured home park owner may file an application with the commission to pass through to the residents of the park governmental assessments related to the operation of the park. The application shall be submitted in such form, and at such time, as may be provided by the commission.

(2) For governmental assessment increases of a continuing nature, the commission shall permit the park owner to adjust the space rent ceiling by an amount deemed necessary to cover the increase in such assessments. The space rent ceiling for each manufactured home rental space shall be adjusted equally in an amount necessary to cover increases in such costs.

(3) Government assessments representing a single one-time payment, or a single assessment payable over a fixed period of time, shall not affect the space rent ceiling for the park. Park owners may pass through such assessments to the residents of the park upon terms and conditions as approved by the commission.

(4) For the purposes of this chapter, government assessments shall not include federal, state or local taxes, governmental license or registration fees, or fees paid and costs incurred pursuant to the requirements of this chapter.

(f) Distribution of space rent ceiling adjustments. In the event the commission grants any adjustment or pass-through pursuant to any provision of this chapter, the amount of the gross adjustment or pass-through shall be distributed to each individual space in the park based upon the percentage increase in the gross space rents of all manufactured home spaces in the park subject to this chapter. The individual space rent shall thus increase by the same percentage increase as the increase allowed to the gross space rents in the park.

The park owner shall adjust the space rent ceiling for each such manufactured home rental space within the park accordingly and impose this adjustment simultaneously to all manufactured home rental spaces in the park.

(g) Consumer Price Index (CPI). The Consumer Price Index utilized herein shall be the Consumer Price Index for all urban consumers in the west urban area, including all items and not seasonally adjusted, as reported by the U.S. Department of Labor, Bureau of Labor Statistics, with an index measure of one hundred for the base period of 1982-84 or such other prevailing base period as may be adopted from time to time by the Bureau of Labor statistics. In the event that the Consumer Price Index as defined in this section is discontinued, the commission shall use in its place the substantially similar index thereafter employed by the Bureau of Labor Statistics in lieu of the Consumer Price Index to report the increase in the cost of living of urban consumers in the western United States. As used in this section, "Bureau of Labor Statistics" shall mean that agency or its successor agency of the United States Government.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-9. - Presumption of just and reasonable return on property; fair return review hearing.

(a) Except as provided herein below, it shall be presumed that the net operating income produced by a manufactured home park during the base year provided the park owner with a just and reasonable return. Park owners shall be entitled to maintain and increase their net operating income from year to year in accordance with the adjustment procedures contained in this chapter.

(b) It shall be presumed that where the NOI is less than fifty percent of gross income in the base year, the park owner was receiving less than a just and reasonable return on the manufactured home park. In such a case, for purposes of determining the base year NOI, gross income shall be adjusted upward to twice the amount of the base year operating expenses.

(c) It shall be further presumed that the adjustments provided for in this chapter, including any adjustments to base year NOI and any annual adjustments provides all adjustments necessary to allow the park owner a just and reasonable return on investment for any given year.

(d) However, in the event a park owner contends that the application of these adjustments does not result in a just and reasonable return to the park owner for the particular year, the park owner may apply for an additional "special adjustment." The application for a special adjustment shall be in writing in such form as provided by the commission and shall be heard by the commission at a public hearing to be known as a "fair return hearing." Notice of the fair return hearing shall be given to the park owner/applicant and to the residents of the park by first class mail sent not less than twenty days before the date set for the hearing.

(e) At the fair return hearing, the park owner shall bear the burden of presenting evidence rebutting the presumption stated in subsection 16B-9(c) herein, and the commission shall hear such evidence, and consider such evidence as provided in Section 16B-14(d)(6), and determine, based upon the evidence presented, whether the adjustments as provided in this chapter are adequate to allow the park owner a just and reasonable return, and whether and to what extent a special adjustment is necessary to allow such just and reasonable return. The commission shall grant a special adjustment to the extent it finds such necessary to effectuate such just and reasonable return to that park owner/applicant.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-10. - Base year.

Except as otherwise provided herein, the base year for all manufactured home parks shall be the twelve (12) month period immediately preceding the space rent ceiling date applicable to that park.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-11. - Net operating income (NOI).

For purposes of this chapter, the net operating income (NOI) of a manufactured home park shall equal gross income (GI) less operating expenses (OE).

(Ord. No. 1362, § 1 (part).)

Sec. 16B-12. - Gross income (GI).

For purposes of this chapter, the gross income (GI) of a manufactured home park shall equal the following:

(a) Gross space rents, computed as gross space rental income at one hundred percent occupancy; plus

(b) Other income generated as a result of the operation of the park, including but not limited to laundry and recreational vehicle storage; plus

(c) Revenue received by the park owner from the sale of gas and electricity to park residents where such utilities are billed individually to the park residents by the park owner, which revenue shall equal the total cost of the utilities to the residents minus the amount paid by the park owner for such utilities to the utility provider; minus

(d) Uncollected space rents due to vacancy and bad debts to the extent that the same is beyond the park owner's control. Uncollected space rents in excess of three percent of gross space rents shall be presumed to be unreasonable unless established otherwise and shall not be included in computing gross income. Where uncollected space rents must be estimated, the average of the preceding three year's experience shall be used, or some other comparable method.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-13. - Operating expenses (OE).

(a) For purposes of this chapter, the operating expenses (OE) of a manufactured home park shall include the following:

(1) Real property taxes and assessments.

(2) Management expenses, including the compensation of administrative personnel (may include the value of any manufactured home space offered as part of compensation for such services), reasonable and necessary advertising to ensure occupancy only, legal and accounting services as permitted herein, and other managerial expenses. Management expenses are presumed to be not more than five percent of gross income, unless established otherwise.

(3) Normal repair and maintenance expenses for the grounds and common facilities, including but not limited to landscaping, cleaning, repair of equipment and facilities.

(4) Owner-performed labor in operating and/or maintaining the park. In addition to the management expenses listed above where the owner performs managerial or maintenance services which are uncompensated, the owner may include the reasonable value of such services. There shall be a maximum allowance of five percent of gross income unless such a limitation would be substantially unfair in a given case. It shall be presumed that a park owner must devote substantially all of his or her time, i.e., at least forty hours per week, to performing such managerial or maintenance services in order to warrant the maximum five percent allowance. No allowance for such services shall be authorized unless a park owner documents the hours utilized in performing such services and the nature of the services provided.

(5) Operating supplies such as janitorial supplies, gardening supplies, stationery and so forth.

(6) Insurance premiums prorated over the life of the policy.

(7) Other taxes, fees and permits.

(8) Reserve for replacement of necessary capital improvements. This amount shall not exceed five percent of gross income. The reserve shall be documented. The reserve may be included as an operating expense in a particular annual adjustment only to the extent that additional money is added to any previously approved reserve, up to a maximum of five percent of current gross income.

(9) Necessary capital improvement costs exceeding reserves for replacement. A park owner may include the cost of necessary capital improvement expenditures which exceeded reserves for replacement for which the park owner has been given credit under subsection (8) of this section in the current adjustment or in any previously approved adjustment. A necessary capital improvement shall be an improvement required to maintain the common facilities and areas of the park in a decent, safe and sanitary condition or to maintain the existing level of park amenities and services.

Expenditures for capital improvements to upgrade existing facilities or increase amenities or services shall be an allowable operating expense only if documented and only if the park owner has:

a. Consulted with the park residents prior to initiating construction of the improvements regarding the nature and purpose of the improvements and the estimated cost of the improvements.

b. Obtained the prior written consent of at least one adult resident from a majority of the manufactured home rental spaces to include the cost of the improvement as an operating expense. Evidence of such consent must be presented at the time of filing the application seeking to include such capital improvement expenditure as an operating expense.

Any capital improvement expense shall be amortized over the reasonable life of the improvement or such other period as may be deemed reasonable by the commission under the circumstances.

In the event that the capital improvement expenditure is necessitated as a result of an accident, disaster or other event for which the park owner receives insurance benefits, only those capital improvement costs otherwise allowable exceeding the insurance benefits may be calculated as operating expenses.

(10) Involuntary refinancing of mortgage or debt principal. A park owner may, under the provisions of this subsection, be able to include certain debt service costs as an operating expense. Such costs are limited to increases in interest payments from those interest payments made during the base year which result from one of the following situations or the equivalent thereof: (1) Refinancing of the outstanding principal owed for the acquisition of a park where such refinancing is mandated by the terms of a financing transaction entered into on or before the space rent ceiling, e.g., termination of a loan with a balloon payment; or (2) increased interest costs incurred as a result of a variable interest rate loan used to finance the acquisition of the park and entered into on or before the space rent ceiling.

In refinancing, increased interest shall be permitted to be considered as an operating expense only where the park owner can show that the terms of the refinancing were reasonable and consistent with prudent business practices under the circumstances.

(11) Increases in rental payments made on leases of land entered into on or before the space rent ceiling. A park owner may, on such terms and conditions as the commission deems reasonable, include as expenses that portion of the increase in rental payments made by the park owner on a lease of the land occupied by all or a portion of park where such lease was entered into on or before the space rent ceiling, as follows: The park owner may include as expenses an amount not to exceed the increase in such land; lease rental payments occurring since the previous commission-approved rental adjustment for the park when said increase in land lease rental payments is the result of inflation or the increase in the space rental income.

Such increased land lease rental obligations shall be permitted to be considered as an operating expense only where the park owner can show that the terms of the lease are reasonable and consistent with prudent business practices under the circumstances.

(B) Operating expenses shall not include the following:

(1) All debt service expenses and rental payments made on leases of land, except as provided above;

(2) Depreciation;

(3) Any expense for which the park owner is reimbursed;

(4) Attorney's fees and costs incurred in proceedings before the commission, or in connection with legal proceedings against the commission or challenging this chapter; and

(5) Any late charges incurred by the park owner for failure to pay any registration fee to the city authorized by this chapter.

(C) All operating expenses must be reasonable.

Whenever a particular expense exceeds the normal industry or other comparable standard, the park owner shall bear the burden of proving the reasonableness of the expense. To the extent that the commission finds any such expense to be unreasonable, the commission shall adjust the expense to reflect the normal industry or other comparable standard.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-14. - Space rent ceiling adjustment procedures.

(a) Initiation.

(1) In order to initiate an annual permissive or NOI space rent ceiling adjustment, as provided in Section 16B-8(c), a pass-through adjustment, as provided in Section 16B-8(d), or a special adjustment, as provided in Section 16B-9(d), a manufactured home park owner must submit an application for such an adjustment to the secretary of the commission. The application shall be submitted at such time and in such form and with such supporting data as may be required by the commission. Permissive and NOI applications shall not be considered complete until the CPI figures required to calculate the adjustment are available from the Bureau of Labor Statistics.

(2) NOI and special adjustment applications shall be accompanied by an affidavit from the park owner or his designee declaring that copies of the application have either been personally served on each manufactured home resident (service on one adult member of a manufactured home household shall constitute service on each adult member thereof) or mailed first class postage prepaid to each manufactured home residence within the park.

(3) The NOI or special adjustment application shall be accompanied with two sets of four-by-ten envelopes with first class postage affixed and pre-addressed to each manufactured home residence in the park.

(4) The secretary to the commission shall not accept an NOI or special adjustment application for filing unless it is accompanied by both the affidavit of service or mailing and the required envelopes.

(b) Park inspections and hearings on applications for adjustment.

(1) Upon receipt of a complete application for a permissive, NOI, pass-through, or special adjustment, the commission or staff shall order an inspection of the park by the city of Woodland community development department to determine the park's compliance with health and safety standards within the enforcement jurisdiction of the city of Woodland, zoning ordinances, and land use permits.

(2) If, after inspection of the park it is determined that the park complies with all applicable health and safety requirements, zoning provisions, and land use permits, and the park owner is otherwise entitled to a permissive or pass-through adjustment, as provided in this chapter, the commission shall authorize a permissive or pass-through adjustment as requested in the application or as determined appropriate by the commission. The commission shall notify the park owner by first class mail of such determination.

(3) If after the investigation it is determined that the park owner is not in compliance with health and safety standards within the enforcement jurisdiction of the city of Woodland, zoning ordinances, and land use permits, the commission shall notify the park owner of any and all conditions found at the park that are not in compliance with such requirements. If the commission determines that the park owner is otherwise entitled to a permissive or pass-through adjustment as provided in this chapter, the commission shall grant the adjustment to be effective only upon the parks providing satisfactory evidence as required by the commission, that all unsatisfactory conditions in the park have been remedied.

(c) Hearings on application for NOI or special adjustment.

(1) Upon receipt of a complete application, including the health and safety inspection, for an NOI adjustment, or a special adjustment under Section 16B-9(d), the commission shall conduct a hearing to act upon the application in accordance with the provisions of this chapter.

(2) The secretary shall notify the park owner, or other person designated on the park's registration, and the park residents of the time, date and place of the hearing. Such notice shall be mailed at least fifteen days prior to the scheduled hearing date.

(d) Conduct of hearings.

(1) All hearings before the commission shall be open to the public.

(2) A scheduled hearing may be continued for a reasonable period of time as determined by the commission upon stipulation of the parties thereto or upon a finding of good cause for such continuance made by the commission.

(3) The time allotted for any hearing may be reasonably limited by the commission. The commission may also reasonably restrict the time allotted to any party or other witness to present evidence or testimony.

(4) At the hearing the commission shall hear all offered testimony and receive all offered documentary evidence relevant to the application.

(5) Any party to a hearing may have assistance in presenting evidence and testimony and developing their position from attorneys, experts or such other persons as may be designated by such party.

(6) In addition to any testimony and evidence offered at the hearing by any of the parties, the commission may consider any other relevant evidence, as determined by the commission.

(7) At the fair return review hearing, the commission shall consider all relevant, available evidence, including, but not limited to:

a. Changes in the Consumer Price Index;

b. Rent for comparable mobile home spaces in the city of Woodland;

c. The length of time since the last rent increase or rent adjustment;

d. Capital improvements made to the park and the costs for such improvements;

e. Changes in property taxes or other assessed taxes to the park;

f. Rent paid by park owner/applicant for leased land;

g. Changes in utility charges or rates;

h. Changes in reasonable operating and maintenance expenses;

i. The need for repairs caused by circumstances other than ordinary wear and tear;

j. The amount and quality of services and amenities provided by the park owner applicant to the residents of the park;

k. The park owner/applicant's investment, additional investments, appreciation, depreciation, and possible tax benefits; and

l. Any particular hardship circumstances of the park owner/applicant or the residents.

It shall be the responsibility of the applicant for a special adjustment to provide any such evidence available to him or her upon request by the commission.

(e) Determination of allowable adjustment by the commission.

(1) The commission shall render its written findings and decision on the application within such time period as provided by this chapter.

(2) The commission shall grant such space rent ceiling adjustment as it determines, in its sole discretion, is appropriate based upon its findings.

(3) Any space rent ceiling adjustment granted by the commission shall become effective in accordance with the provisions of this chapter.

(4) No NOI or spectral adjustment shall become effective until the park has passed the health and safety inspection provided in subsection (b)(1).

(f) Hearing fees.

(1) The city council shall set appropriate hearings fees by resolution.

(2) There shall be no required fee for an annual permissive adjustment or pass-through application.

(3) A park owner submitting an application for an NOI adjustment or a special adjustment shall submit with the application a hearing fee as determined by resolution of the city council. The application shall not be complete unless and until such fee is received by the commission secretary.

In the event the park owner is granted the NOI adjustment requested in the application, or in the event the park owner is granted any special adjustment at the fair return hearings, the park owner shall be entitled to pass through the hearing fee to the residents of the park along with the adjustment granted, only to the extent, if any, such pass-through is included in the decision of the commission.

(g) Uniform application procedure.

(1) Beginning January 1, 2003, all applications for annual permissive or NOI adjustments shall be received by the commission secretary on or before March 1st of each year.

(2) Applications that are complete on or before March 15th shall be set for hearing and heard by the commission no later than April 30th in the year the application is submitted. The decision of the commission with respect to any such application shall be issued no later than April 30th of that year, and the effective date of any allowable increase shall be no earlier than July 1st of the year.

(3) An application shall be deemed complete when (a) the park is current in all registration and registration fee requirements, (b) the completed application has been submitted to the commission, (c) all supporting material, as required by the commission, has been received by the commission, and (d) the commission has received the required hearing fee, if applicable.

(4) If the application is not complete on March 15th, the hearing may be delayed until thirty days after the application is complete. In such instances any rent increase shall be effective sixty days after any adjustment is granted by the commission.

(5) Applications for a special adjustment pursuant to Section 16B-9(d) may be submitted at any time. A hearing on the application for special adjustment shall be held within sixty days from the date the completed application is received by the commission, and the decision of the commission issued no later than ninety days from such date. The effective date of any allowable adjustment shall be no earlier than sixty days from the date the special adjustment is granted.

(h) Miscellaneous additional provisions.

(1) No NOI or special adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing.

(2) The commission shall render its written findings and decision on the application within fourteen calendar days from the date of the close of the hearing or as otherwise provided in this chapter. The secretary shall send a copy of the commission's findings and decision to the park owner or other person designated on the park's registration and to such residents as may request such findings and decision.

(3) Pursuant to its findings, the commission shall grant such space rent ceiling adjustment as is justified thereby. The decision of the commission shall be final.

(4) Any space rent adjustment granted by the commission shall become effective immediately unless otherwise specified by the commission or provision of this chapter.

(Ord. No. 1362, § 1 (part).)

Sec. 16B-15. - Miscellaneous provisions.

(a) Refusal of manufactured home resident to pay space rent. A manufactured home resident may refuse to pay any space rent which is in violation of this chapter. Such a violation shall be a defense in any action brought to recover possession of manufactured home space or to collect the illegally charged space rent.

(b) Restraining or enjoining violations. The city of Woodland, manufactured home residents thereof, or manufactured home park owners therefore, may seek relief from the appropriate court to restrain or enjoin any violation of this chapter or the rules and regulations or decisions of the commission.

(c) Suspension of provisions.

(1) The provisions of this chapter shall remain in full force and effect unless and until the space vacancy rate of all manufactured home parks regulated hereunder, except as provided below, exceeds five percent. The space vacancy rate shall be calculated by dividing the total number of rental spaces in the applicable parks into the total number of such spaces, which are not occupied by manufactured homes. Parks which have not been in operation for more than two years from the date of occupancy of the first manufactured home, not including manufactured homes occupied by park owners or employees thereof, shall not be included in the vacancy calculation.

(2) Upon recognition by the city council by resolution that the vacancy rate exceeds five percent, the provisions of this chapter shall be suspended. The provisions shall be automatically re-instituted upon the adoption of a resolution by the city council declaring the vacancy rate to be five percent or less.

(d) Civil Code Section 798.17 exemption.

(1) Rental agreements between a park owner and resident, which meet the criteria of Civil Code Section 798.17, are exempt from the rental rate restrictions of this chapter.

(2) For all such rental agreements which expire, the last monthly rental rate charged under the rental agreement shall be the space rent ceiling used to calculate the annual adjustment for that space.

(3) Any other provision or agreement, whether oral or written, in or pertaining to a rental agreement whereby any provision of this chapter or decision or regulation of the commission for the benefit of a resident is waived shall be deemed to be against public policy and shall be void.

(e) Severability. If any provision or clause of this chapter or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions or clauses or applications thereof, which can be implemented without the invalid provision or clause or application; and to this end the provision and clauses of this chapter are declared to be severable.

(f) Subpoenas. The city council may issue subpoenas requiring the attendance of witnesses and/or the production of books or other documents necessary for evidence of testimony in any action or proceeding before the commission upon request by the commission. Said subpoenas shall be signed by the mayor or his or her designated substitute and attested by the city clerk. Failure to comply with such a subpoena shall result in contempt proceedings under Government Code Sections 37106 through 37109.

(g) Violation of chapter prohibited. No person, as defined in Chapter 1 of the city code, shall own, operate or manage any manufactured home park, as defined in Section 16B-2, in violation of any provision of this chapter. Violation of any provision of this chapter shall constitute a misdemeanor punishable as provided in the city code.

(h) Anti-discrimination clause. It is unlawful for a mobile home park owner, or any agent or representative of the owner, to discriminate against any tenant because of the tenants exercise of any rights under this chapter. It is also unlawful for any mobile home park owner, or any agent or representative of the owner, to discriminate against any purchaser or prospective purchaser of a mobile home because of the purchasers or prospective purchasers choice to enter into a rental agreement subject to the provisions of this chapter.

(i) Remedies. All remedies set forth in this chapter shall be cumulative and nonexclusive.

(j) Repeal. Notwithstanding the provisions of subsection (c) of this section, the city council may, without voter approval, repeal this entire chapter by a majority vote of its members upon a finding that less than fifty manufactured home park spaces within the city of Woodland are subject to the space rent ceiling.

(Ord. No. 1362, § 1 (part).)