	City of Woodland **Meeting Agenda** **City Council**	City Hall Council Chambers 300 First Street Woodland, CA 95695

October 18, 2022
6:00 PM

CITY COUNCIL

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING 6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

1. SUBJECT: General Public Comments

   WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communication submitted for items specific to this agenda will be attached as a file to the associated agenda item.

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.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

F. CONSENT CALENDAR

3. SUBJECT: Community Services Department Quarterly Status Report for First Quarter FY23

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the First Quarter FY23.

4. SUBJECT: Adoption and Second Reading of Historic Preservation Ordinance

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1695, approving the amendments to Chapter 15.24 Historical Landmarks, Districts and Resources in the City of Woodland Municipal Code relating to the Historical Preservation Commission.

5. SUBJECT: Final Acceptance and Notice of Completion for WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13.

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting WPCF Pond 11 Biosolids Drying and Removal Project, CIP #20-13 as complete and authorize the City Clerk to file a Notice of Completion.

6. SUBJECT: Construction Contract for the Groundwater Wells Demolition Project, CIP 21-05

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of $100,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance & Repairs, CIP 09-23, to the Groundwater Wells Demolition Project, CIP 21-05, and (2) Award a construction contract in the amount of $297,669 to Ariza Construction, Inc., for the Groundwater Wells Demolition Project, CIP 21-05, and authorize a contract contingency of up to 20% ($59,533.80).

7. SUBJECT: Supplemental Reimbursement Agreement with Lennar Homes of California, LLC for the Prudler Subdivision (SM4856)

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) approve a Supplemental Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 4856, Prudler Subdivision Phase 1, and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of the amount identified in the Reimbursement Agreement.

8. SUBJECT: Woodland Storage Operating Agreement Associated with Proposed Self-storage Facility at 1430-1460 E. Main Street

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving an amended Woodland Storage Operating Agreement associated with the proposed self-storage facility at 1430-1460 East Main Street.

9. SUBJECT: 3-Year Contract with the Woodland Joint Unified School District for School Resource Officer Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the Police Chief to execute a 3-year contract with Woodland Joint Unified School District for School Resource Officer Services during the school year.

G. REPORTS OF THE CITY MANAGER

10. SUBJECT: Authorization of Master Equipment Lease-Purchase Agreement with Community Leasing Partners

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Master Lease-Purchase Agreement with Community Leasing Partners for the lease of three fire apparatus, for a ten year term, in an amount not to exceed $4,517,923.17 in principal costs.

11. SUBJECT: East Beamer Way Permanent Supportive Housing - Operating Memorandum of Understanding Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Operating Memorandum of Understanding Update for informational purposes only.

H. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, October 18, 2022 was posted on Friday, October 14, 2022 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 requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.
Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such

modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: D.1
SUBJECT: General Public Comments

ITEM: This section is reserved for "General" Public Comments received via email within two (2) hours prior to the start of the City Council Meeting. Any other written communication submitted for items specific to this agenda will be attached as a file.

Attachments:
None

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: E.2
SUBJECT: Long Range Calendar

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

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

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

Ana B. Gonzalez
City Clerk

Attachments:
1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

November 1ST **REGULAR MEETING**

City Council Meeting Minutes – October 4 & 18, 2022
Clark Field Restoration Committee Recognition Proclamations
Approve Federal Cost Sharing Agreement and appropriate funding for LCCFRR Project, CIP #22-16
1st Reading - Tree Ordinance Amendments
Tax Exchange Agreements with Yolo County – Pending Annexation Areas
Quarterly Budget Report

November 15TH **REGULAR MEETING**

Youth Master Plan Presentation
Accept 2022 water/sewer replacement project as complete, CIP #21-01
Leisureville Subordination Agreement
Approve plans and authorize bidding for 2023 water replacement project, CIP #19-15
Fire Code Adoption - 1st Reading
Building Code Adoption - 1st Reading

December 6TH **REGULAR MEETING**

City Council Meeting Minutes – November 1 and 15, 2022
Waste Management Annual Rate Adjustment
Woodland Research Technology Park – Final EIR & Specific Plan
City Council Reorganization
2nd Reading - Tree Ordinance Amendments

December 20TH **REGULAR MEETING**

Homeless Action Plan Update
Draft Equity Action Plan
Comprehensive Zoning Update
Adopt Conflict of Interest Code

Future Topics / Study Sessions:

Sustainability Advisory Committee Workshop (January)
Micro Transit Service (February)
Waste Management Residential Smart Truck (TBD)
Rule 20A Undergrounding District (TBD)
Animal Services Contract
Annexations – Westucky, Barnard Court, North East Street, & Industrial Area

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: F.3
SUBJECT: Community Services Department Quarterly Status Report for First Quarter FY23

Recommendation for Action: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the First Quarter FY23.

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

Discussion:
This Quarterly Status Report covers the period from July through September 2022. The report presents a summary of recreation programming, events, affordable housing, the community development block entitlement program, and parks and recreation facilities operations and maintenance. This report also contains a narrative descriptive of major work performed and/or notable Department highlights.

Conclusion:
Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the first Quarter FY23.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:
1. Community Services FY 23 Quarter 1 Status Report

Community Services Department Quarterly Status Report
First Quarter FY23

The following provides a summary of the Community Service Department's programs, activities, and events for the first quarter, July through September 2022.

This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document. *Participant totals (total participants and total participant hours) are the total amount of participants/hours for the entire reporting period (i.e. in most cases three months).*

QUARTERLY HIGHLIGHTS

- Youth sports organizations that use City fields had over 1,005 youth players participating in their activities. With Measure J funds, the groups saved over $26,000 in Player Fees for the use of the City's fields during the fall season.
- Approximately 1,900 people attended events at the Community & Senior Center during facility rentals.
- Approximately 4,050 people attended the community-wide events that included the 4th of July Celebration, the Dive-in-Movie, and the Movie in the Park.
- Recreation Programming, which includes aquatics, youth and teens, recreation classes, and adult sports had 24,584 participants (97,588 participant hours). The total fees collected for the recreation programs was $342,958.
- For the first time, swim lesson revenue surpassed $100,000 (1,253 participants were enrolled in the swim lesson program, which is an increase from previous years).
- The Summertime Fun Club program had 260 participants use four park sites (a new site was added this year at the Community & Senior Center). In addition, 19 volunteers accumulated over 1,238 hours in community service time assisting with this program.
- Teens Helping Seniors returned to the recreation program offering for the first time since 2019. The 25 participants enrolled in the program served 89 seniors, completed 121 jobs, and the youth provided 693 hours of community service.
- Senior Center programs totaled 5,138 in participant hours.

4th of July Bike Parade leaving from Heritage Plaza

PROGRAM MARKETING

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

- Direct Marketing: Staff directly marketed activities onsite to students and parents of Lee and Douglass Middle Schools. Flyers, posters, and banners were distributed directly to new middle school students during orientation. Staff also promoted the Adult Sports leagues, the Dive In Movie, the Park Movie Night, and Youth Basketball League with flyers, digital flyers and emails, and banners to current and past participants.
- School Flyers: One school flyer (August 2022) was distributed to WJUSD students digitally to promote fall activities and programs. All school flyers are distributed in English and Spanish.
- Senior Newsletter: The Senior Gram newsletter is mailed to 470 households each month and is available online.
- Social Media: The Department utilizes Facebook and Instagram to advertise upcoming events and recreation programs.
- Rec2Go: Rec2Go provided departmental outreach at several community events and activities such as the weekly Farmer's Market, monthly Food Truck Mania, Catalyst B2S backpack give away, orientation at Lee and Douglass Middle Schools, Dingle Elementary event, and Adulting 101.

PARKS & RECREATION FACILITIES

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to both generate revenue for the City of Woodland and provide a location for community events. Types of rentals held at the Community Center include: meetings, parties (bridal and baby showers), weddings and receptions, quinceañeras, and business meetings. Reservations of the facility during the first quarter are shown below.

	General Facility Rentals *Includes rentals receiving discounts*	**Facility Rentals** *with Fees Waived*
Number of Rentals	22	5
Approximate Participants	1,720	177
Total Fees	**$14,110**	**$12,608 (waived)**

Sports Park Tournament Reservations

Tournament rentals are available for the Sports Park Complex. Local tournament directors have the first choice of dates for the following year during the tournament weekend allocation period each August. During the first quarter, the Sports Park was reserved for youth baseball and softball tournaments.

Tournament Rentals of Sports Park	
Number of Rentals	4
Number of Teams	64
Total Fees Collected	**$11,000**

Youth User Groups Field Use

Players Fees

Youth organizations use city-owned fields for practices and games for soccer, baseball, and softball. Historically, “Player Fees” have been charged to each organization to cover the cost for use of the field for practices. With the passage of Measure J, the “Player Fees” for Woodland residents have been waived for all youth organizations who use City fields saving the organizations thousands of dollars. Those participating in youth organizations who do not reside within city limits are deemed non-residents and pay $46 per player per season.

Youth sports organizations who used City of Woodland fields reported for the Fall 2022 season:

- 1,005 youth players
    - 280 baseball players
    - 725 soccer players
- Received waiver of $26,130 in City fees

Since the Fall 2014 season when Measure J started:

- 18,856 players have been served
    - 8,646 baseball players
    - 10,210 soccer players
- $379,929 in City fees has been waived to local user groups
    - $172,254 for baseball groups
    - $207,675 for soccer groups

Parks and Recreation Facility Improvement Projects

Park/Recreation Facility	Projects Completed
Community & Senior Center	Repaired dish-washing station with new faucet and spray wand. Repaired broken actuators on AC units in the boxing gym. Built plaque stand for the Casa Linda cookie display in the lobby. Installed outlets in banquet and meeting spaces. Installed 120v outlets for four speaker locations. Installed new audio system in C-court. Rebuilt hand wash station in kitchen. Performed maintenance on basketball goals. Changed water filters in kitchen. Cleaned and sanitized ice machine. Replaced vacuum breakers on Sloan valves.
Christiansen Park / Camarena Field	Intalled new plumbing for the water fountain.
Gonzales Park	Installed three sets of corn-hole games near playground area.
Hiddleson Park	Installed two sets of corn-hole games and a bench adjacent to shade structure.
Klenhard Park	New lighting was installed on southeast field.
Slaven Park	Replaced slide on the tot playground Replaced UV sterilization system for the spray feature.
Sports Park	Installed five sets of new soccer goals.

Campbell Park Play Structure Replacement Project

The City Council authorized $375,000 for the play structure replacement project at Campbell Park. Based on the input from the community, the selected play structure features a mega tower, a saucer swing, a large spinner that can hold up to 10 children, and a therapeutic swing. In addition, there is a museum grand gallery meant for inclusive play for all. It is anticipated the replacement/installation to occur in early Spring 2023 with a grand opening of the new playground to take place in May.

Conceptual design for new Campbell Park playground

RECREATION ACTIVITIES – Special Events

Event	Event Date	Total Participants	Participant Hours	Fees Collected
4th of July Celebration	July 4	Over 3,000	Over 3,000	Free Program
Dive In Movie Night*	Aug. 26	550	550	Free program
Park Movie Night*	Sept. 16	500	500	Free Program
Total Participants		**4,050**	**4,050**	**$0**

**Event made possible by Measure J*

Movie in the Park at Pioneer Park

RECREATION ACTIVITIES - Aquatics

All aquatic programs are held at the Charles Brooks Community Swim Center. Aquatics programming is available for children as young as six months old through seniors and includes swimming lessons, lifeguard training, recreation swimming, a recreation swim team, lap swim and water aerobics. Summer programming at the pool ran through September 11.

Aquatics Program	Total Participants	Participant Hours	Fees Collected
Junior Lifeguards	34	544	$3,230
Lap Swim & Water Aerobics	5,129	5,129	$1,225
Public Swim*	12,755	31,888	Free Program
Swim Lessons	1,253	5,012	$100,116
Woodland Wreckers Swim Team	161	n/a	$24,745
Pool Scheduling & Reservations	n/a	n/a	$12,130
Woodland Swim Team (rental)	n/a	n/a	$5,730
Total	**19,332**	**42,573**	**$147,176**

**Program made possible by Measure J*

City swim instructor teaching swimming lessons

Pool Scheduling & Reservations

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

Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices during this quarter and hosted one swim meet. Fees Collected: $5,730 ($1,910 monthly rental fee)

RECREATION ACTIVITIES - Youth & Teen Recreation

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

Youth Recreation Program	Total Participants	Participant Hours	Fees Collected
After School Teen Pack*	745	1,927	Free Program
Rec2Go*	1,688	5,954	Free Program
Summer at City Hall*	19	798	Free Program
Summer Teen Pack*	25	5,800	$8100
Summer Time Fun Club	260	20,800	$132,453
Summer Time Fun Club Volunteer	19	1,238	$475
Teens Helping Seniors*	25	693	$625
Total	**2,781**	**37,210**	**$141,653**

**Program made possible by Measure J*

Summertime Fun Club at Woodside Park

Teens Helping Seniors participants performing tasks

RECREATION ACTIVITIES - Contract Classes

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

Contract Class	Total Participants	Participant Hours	Fees Collected	Total Expense	Net Revenue
	(3 months)	(3 months)	(3 months)	(3 months)	(3 months)
Boxing Youth*	110	1,320	$1,396	$4,320	$(2,924)
Boxing Adult*	73	876	$1,915	$3,938	$(2,023)
Cello Tennis Academy	221	648	$9,980	$8,937	$1,044
Country Line Dance	131	229	$786	$550	$236
Dance Flow	5	20	$74	$52	$22
Dancing with Anja	5	25	$150	$84	$66
National Academy of Athletics	26	390	$1,228	$-	$1,228
Pilates	12	96	$436	$277	$158
PHS Football Conditioning	91	2,730	$1,844	$1,291	$553
Mad Science	20	300	$2,929	$2,030	$899
Rock Steady Boxing**	24	486	$-	$450	$(450)
Scottish Country Dance	7	63	$230	$157	$74
Tai Chi & Qi Gong	18	53	$290	$203	$87
Yolo Stage	26	3,185	$6,310	$5,704	$606
Yoga	30	142	$746	$505	$241
Total	**799**	**10,563**	**$28,314**	**$28,497**	**$(183)**

* Youth Center Enterprise Budget (253) is not used for instructor expenses.

** The City receives a reimbursement from the Woodland Recreation Foundation for the Rock Steady expenses

Yoga class offered through Community Services at the Community Center

RECREATION ACTIVITIES - Adult Sports

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

Open Gym	Total Participants	Participant Hours	Fees Collected
Volleyball	191	392	$738
Badminton	833	1,666	Free
Total	**1,024**	**2,058**	**$738**

League Sports	Teams	Total Participants	Participant Hours	Fees Collected
Basketball (summer league)	11	106	848	$4,950
Softball (summer league)	39	542	4,336	$20,865
Total	**50**	**648**	**5,184**	**$25,815**

RECREATION ACTIVIES – Senior Activities

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 5,138 participant hours during the first quarter.

Senior Programs

Programs	Total Sign Ins	Participant Hours	Fees Collected
Art Classes	164	328	Free Programs
Exercise Classes	1,298	1,840	Free Programs
Games	914	2,160	Free Programs
General Programs	165	330	Free Programs
Support Groups	115	230	Free Programs
Total	**2,656**	**4,888**	**$0**

Senior Events

Programs	Date	Participants	Participant Hours
Volunteer Appreciation Dinner	8/11/2022	100	200
Shredding Event	9/28/2022	200	50
Total		**300**	**250**

Grants and Housing

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the first quarter of FY 23 are provided below.

Status of CDBG Construction Activities

FY 2019/20 Allocations

City of Woodland, Library ADA Restrooms Upgrades – Construction of ADA improvements for the two public restrooms is scheduled for completion in January 2023. Funding includes FY 2019/20 and 2021/22 allocations. The contractor for construction and contractor for lead abatement were awarded contracts in September 2022.

FY 2020/21 Allocations

New Hope Community Development Corporation, Cottonwood Meadows Phase S-1 and S-2 Rehabilitation – New Hope will combine funding allocations awarded for FY 2020/21, 2021/22, and 2022/23 and construct the improvements in Fall 2022. The work will focus on repairing or replacing all dry-rotted T-1-11 siding on the two apartment buildings located at Cottonwood Meadows with cement fiber type materials. New Hope has selected a design contractor and is in the process of designing the improvements and expects to select a contractor by October 2022.

Friends of the Mission, 925 North Street (seven-unit affordable housing apartment complex for formerly homeless families and individuals) and Walter's House (44-bed transitional housing/treatment program for single women and men) Water Heater Efficiency projects – A construction contract has been awarded and the tankless water heater units will be installed in Fall 2022. The new units will increase the energy efficiency rating from 59 to 97 percent.

FY 2021/22 Allocations

City of Woodland, ADA Accessibility Project – The project will be bid out January 2023 and constructed in Spring 2023. Up to 23 ADA-compliant curb ramps will be installed. FY 2021/22 and FY 2022/23 projects and funding will be combined.

Friends of the Mission, Affordable Housing Security Gates - Security gates and fencing (funding permitted) will be installed at 925 North Street, a seven-unit affordable housing complex, in Fall 2022.

FY 2022/23 Allocations

On July 19, 2022, Woodland City Council approved the Annual Action Plan and the staff recommendation for funding allocation. Staff submitted the Annual Action Plan and is awaiting approval from HUD before agreements are executed with sub-recipients.

State Homekey Grant Application for Permanent Supportive Housing Project

The City of Woodland and co-applicant Friends of the Mission (FOM) were awarded $15,770,467 through the State of California Homekey grant for the 61-unit Permanent Supportive Housing (PSH) project at the East Beamer Way campus. All of the housing units have been constructed and installed at the project site located on East Beamer Street near County Road 102. Tenants are scheduled to move in October 2022.

Vista del Robles Affordable House Project

Chelsea Development Corporation broke ground on its 72-unit affordable housing project in April with loan assistance from the City of Woodland. The housing development is being constructed at the corner of West Main Street and Ashley Avenue and amenities for the project include a clubhouse with a lounge, computer room, offices, restrooms, kitchen, and laundry area; a multipurpose grass field; and 3,000 square foot tot lot. Other features are barbeque and seating areas, outside adult exercise stations, and a basketball court.

Participant Hours Calculation

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

Participant Hours (PH) is calculated by:

- Drop In Programs: 1 Class meeting (in hours) x Total sign ins
  Examples include Water Aerobics & Lap Swim, Badminton
- Classes/Camps/Leagues: Total unique participants x total class time (in hours)
  Examples include Swim Lessons, Mad Science
- Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)
  Examples include Teens Helping Seniors, Teen Pack
- Event: Total Attendants x Average Time
  Examples include ReXpo, 4th of July, Rec2Go visits

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

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	October 18, 2022
ITEM #:	F.4
SUBJECT:	Adoption and Second Reading of Historic Preservation Ordinance

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1695, approving the amendments to Chapter 15.24 Historical Landmarks, Districts, and Resources in the City of Woodland Municipal Code relating to the Historical Preservation Commission.

Staff Contact:
Megan Meier, Associate Planner, (530) 661-5814, Megan.Meier@cityofwoodland.org

Fiscal Impact:
The City will incur a minor cost estimated at less than $400 associated with noticing and updating the online municipal code to reflect the Ordinance.

Background:
The Historical Preservation Commission (HPC) Chair, Jim Bohon, participated in the City Council annual retreat on March 12, 2022, and provided his observations regarding the current role of the HPC and suggestions for the commission going forward. Mr. Bohon discussed the somewhat limited scope of the HPC and the difficulty in recruiting and retaining commissioners when only a limited number of projects come before the commission given their purview. Due to the limited number of projects coming before the HPC and the breadth of the commission's current scope, the HPC Chair recommended that City Council consider consolidating the HPC with the Planning Commission and work with local historical groups within Woodland on some of the educational initiatives.

At its July 5, 2022, City Council meeting, staff was directed to amend the City municipal code for Historical Preservation, eliminate the Historic Preservation Commission, and transfer review responsibilities to the Planning Commission. At its September 20, 2022 meeting, the City Council introduced and waived the first reading of the Ordinance approving the proposed amendments to the Historical Landmarks, Districts and Resources Chapter 15.24 of the City's municipal code.

The ordinance will approve an amendment to Chapter 15.24 to eliminate the Historical Preservation Commission, transfer the responsibilities previously carried out by the Historical Preservation Commission to the Planning Commission, and make other clarifying amendments to Chapter 15.24 to eliminate the penalties section that is already adequately addressed in Building and Construction Title 15, Section 5.04.020. Additional language is added for the review of potentially historic buildings proposed for demolition or major alteration that are not part of a discretionary review process or are already listed as a historic landmark, district, or resource. Amended language to Chapter 15.24 is provided in Attachment 1.

Conclusion:
Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1695, approving the amendments to Chapter 15.24 Historical Landmarks, Districts, and Resources in the City of Woodland Municipal Code relating to the Historical Preservation Commission.

Prepared by: Megan Meier, Associate Planner

Reviewed by: Brent Meyer, Community Development Director/ City Engineer

Ana B. Gonzalez
City Clerk

Attachments:

1. Historic Preservation Ordinance_Second Reading

ORDNANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 15.24 TO THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO HISTORICAL LANDMARKS, DISTRICTS AND RESOURCES

WHEREAS, The city recognizes challenges maintaining and staffing the Historical Preservation Commission given its limited purview, the pace of development within the historic downtown core, and challenges with commissioner recruitment;" and

WHEREAS, The City Council on July 5, 2022 directed staff to amend the Historical Preservation Ordinance eliminating the Historical Preservation Commission and redirecting all responsibilities of the to the Planning Commission; and

WHEREAS, the City also desires to clarify regulations pertaining to potentially historic structures within the City, in relation to demolition and significant alterations; and

WHEREAS, this Ordinance therefore amends Chapter 15.24 to eliminate the Historical Preservation Commission, transfer the responsibilities previously carried out by the Historical Preservation Commission to the Planning Commission, and make other clarifying amendments to the Chapter 15.24; and

WHEREAS, this Ordinance is exempt from CEQA per Regulation 15061(b)(3), which states that CEQA applies only to projects that have a significant effect on the environment, and this Ordinance clarifies an existing provision and provides minor substantive changes that are limited in scope and will not result in environmental impacts.

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

Section 1. Chapter 15.24 of the Woodland Municipal Code is hereby amended as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

Section 2. Adoption of this ordinance will ensure compliance with the City's General Plan EIR mitigation requirements.

Section 3. The City Council hereby finds and determines that the recitals set forth above are hereby adopted and incorporated herein as a portion of the City Council's findings in support of the adoption of this Ordinance

Section 4. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly because the Ordinance will maintain current levels of development. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061 (b)(3), that this Ordinance, including the two previously entitled projects referenced in Sections 2 and 5 herein, is nonetheless exempt from the requirements of CEQA, in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council therefore directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

Section 5. Severability. If any part of this ordinance is held by a court of competent jurisdiction to be invalid or unenforceable, then such decision shall not affect the validity of the remaining parts, which shall remain in full force and effect.

Section 6. Effective Date. This ordinance shall take effect no sooner than 30 days after its final passage.

Section 7. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption

INTRODUCED at a regular meeting of the Woodland City Council on the 20th day of September, 2022, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting of the Woodland City Council the 18th day of October, 2022.

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

Approved as to Form

____
Ethan Walsh
City Attorney

EXHIBIT A

HISTORICAL PRESERVATION ORDINANCE AMENDMENTS

Woodland, California Municipal Code

Title 15 BUILDINGS AND CONSTRUCTION

Chapter 15.24 HISTORICAL LANDMARKS, DISTRICTS AND RESOURCES

15.24.010 Purpose.

15.24.020 Historical Preservation**, Powers and Duties of the Planning** Commission.

15.24.030 Designation of historical landmarks, historical districts and historical resources.

Procedure for significant alterations and demolition permit applications for designated historical resources and landmarks ~~Permit system~~.

15.24.050 Enforcement—Regulations enforced by Building Official.

~~15.24.060 Penalties.~~

~~15.24.070~~ 15.24.060 Procedure for **significant alterations and** demolition permit applications **for potentially eligible historical resources and landmarks** ~~affecting buildings with no historical designation~~.

15.24.010 Purpose.

1. This chapter is adopted to preserve areas and specific structures and objects in the City which reflect elements of its cultural, social, economic, political and architectural history; to promote their use for the education and welfare of the residents of the City; to encourage tourists to visit the City; to stabilize and improve property values in historic areas, structures and objects for the ultimate aesthetic and economic benefit of the City; and to provide increased availability to building owners of various construction code, financing aids and tax benefits permitted under State and Federal laws when buildings have designated historical landmark status or lie within a designated historical district. (Prior code § 12A-1-1)

A. Definitions.

1. **Demolition - Actions that constitute demolition shall include the following: clear buildings from a site or sites, tear down, dismantle, raze or break to pieces.**
2. **Director – Community Development Director**
3. **Designated Historic Landmark – Any historical resource which has met state/national historic or architectural criteria, and is a registered resource on the state/federal listing as a historical landmark.**
4. **Designated Historical District – Definable unified geographic entity that possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development and is registered on a state or federal listing as a historical district.**
5. **Designated Historical Resource – Historical resource approved by the Planning Commission to be locally listed as a designated historical resource.**
6. **Eligible Historical Resource – A potential historical resource that has been identified on a historical resources inventory or other historical surveys as eligible for listing on the local, state, or national registry.**
7. **Honorary Historic District – A recognized geographic area that possesses a significant concentration, linkage, or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development, but is not registered on a state or federal listing as a historical district.**
8. **Significant Alteration – Changes to the exterior of a building or area that may change defining characteristics of the building, site, and environment or historic materials that characterize the property.**

15.24.020 Historical Preservation, Powers and Duties of the Planning Commission.

~~A. Creation. There hereby is created a Historical Preservation Commission.~~

~~B. Composition. The Historical Preservation Commission shall consist of five members with a demonstrated interest, experience, or related professional qualifications in historic preservation.~~

~~C. Appointment and Removal. Members of the Historical Preservation~~

~~Commission shall be appointed pursuant to Section 2.04.270 of this code.~~

~~D.~~ ~~Terms of Members. The term of office for each member shall be for four years beginning July 1st and ending on June 30th. The appointments shall be made such that two appointments shall expire in even-numbered years and three appointments shall expire in odd-numbered years. If a member of the Commission is absent without cause for three successive regular meetings of the Commission, the office becomes vacant automatically and the Commission immediately shall notify the Council hereof.~~

~~E.~~ **A.** Powers and Duties. The **Planning Commission** ~~Historical Preservation Planning~~ Commission shall have the following powers and duties **related to historic landmarks, districts, and resources**:

1. To undertake a comprehensive historic resources inventory and maintain a historic register;

2. To establish various criteria, guidelines and standards to carry out the intent of this chapter;

3. To recommend to the City Council the designation of historical landmarks and historical districts;

4. To participate in administrating regulations pertaining to historical landmarks and historical districts;

5. To recommend to the City Council ways to fund and to otherwise make financially feasible the protection of historical landmarks and historical districts in the City;

6. To recommend to the Council the means to implement the historic preservation element of the General Plan and this chapter by developing information and programs to increase awareness of, preservation of, and use of historical landmarks and historical districts in the City;

7. To perform such other duties as the City Council may direct.

~~F.~~ ~~Procedures. The Historical Preservation Commission shall meet at the call of the chairperson. The Commission shall adopt rules for conduct of its meetings in accordance with law and prepare and maintain a public record of its transaction on matters within its jurisdiction. (Prior code §§ 12A-2-1—12A-2-6)~~

15.24.030 Designation of historical landmarks, historical districts and historical resources.

A. Standards for Designation of Historical Landmarks, Historical Districts and Historical Resources.

1. A building, structure, object, or particular place may be designated for preservation as a landmark if it meets one or more of the following criteria:

a. Historical Importance. The building, structure, object, particular place, vegetation or geology, has character, interest of value, as part of the development, heritage or cultural characteristics of the City, State or Nation; or is the site of an historic event with an effect upon society; or is identified with a person or group of persons who had some influence society; or exemplifies the cultural, political, economic, social or historic heritage of the community.

b. Architectural Importance. The building, structure, object, or particular place exemplifies the environment of a group of people in an era of history characterized by distinctive architectural style; or embodies those distinguishing characteristics of an architectural type specimen; or is the work of an architect or master builder whose individual work has influenced the development of the area; or contains elements of architectural design, detail, materials or craftsmanship which represent a significant innovation.

2. An area may be designated as an historical district ~~which~~ <u>**when**</u> it includes at least two designated historical landmarks in such proximity that they create a setting historically or culturally significant to the local community, the State, or the Nation, sufficiently distinguishable from other areas of the City to warrant preservation by such means. Such districts may include structures and sites that individually do not meet criteria for landmark status but which geographically and visually are located so as to be part of the setting in which the other structures are viewed.

3. The City Council shall approve and maintain a historical resources list. A building, structure, or object may be included on the list as a historical resource if, in the determination of the City Council, it satisfies the

~~Historical Preservation~~ **<u>Planning</u>** Commission's historical resources inventory study list evaluation criteria.

B. Procedure for Designation of Historical Landmarks, Historical Districts, and Historical Resources.

1. The ~~Historical Preservation~~ **<u>Planning</u>** Commission by resolution may recommend to the City Council designation of a landmark or historical district, or an addition to the historical resources list, upon compliance with the following procedure:

a. Information concerning the proposal shall be filed with the Community Development Department and shall include:

i. The assessor's parcel map number for the site;

ii. A description detailing the special aesthetic, cultural, architectural, or engineering interest or value of an historic nature;

iii. A map outlining the subject area;

iv. Sketches, drawings, photographs or other descriptive material showing what is to be preserved;

v. A statement of condition of the structure, object, or particular place;

vi. In the case of a proposed addition to the historical resources list, such other information as may be necessary for the Commission to determine whether the proposal satisfies the Commission's historical resources inventory study list evaluation criteria.

vii. Such other information as reasonably may be requested by the Commission.

b. The proposal shall be considered at a public hearing. Notice of the time, place and purpose of such hearing shall be given by the secretary of the Commission in a newspaper of general circulation in the City and by mail to each owner of property subject to the proposed designation.

c. Recommendation of designation of all or part of the proposal shall be based on enumerated facts which show that the standards contained in this chapter for such designation have been met.

d. Commercial and Public Building Properties. A proposal affecting commercial and public building properties cannot be considered unless accompanied by written consent of a majority of the affected property owners.

e. Residential Buildings. A proposal affecting residential building properties cannot be considered unless accompanied by written consent of all of the affected property owners.

2. Upon receipt of the recommendation from the ~~Historical Preservation~~ **Planning** Commission, the City Council shall approve, modify, or disapprove the recommendation upon compliance with the following procedure:

a. A public hearing on the matter shall be scheduled for the next regular meeting consistent with demands of the agenda. Notice of the time, place and purpose of such hearing shall be given by the City Clerk in a newspaper of general circulation in the City and by mail to each owner of property subject to the proposed designation not less than 10 calendar days prior to the date of hearing.

b. Approval of the recommendation of designation shall be by resolution of the City Council. The City Clerk shall give written notice of such designation to each owner of property subject to the designation.

C. Appeal. Any person dissatisfied with any action of the ~~Historical Preservation~~ **Planning** Commission on an historical district or landmark designation, or designation as a historical resource, may appeal the decision to the City Council, at any time within 10 days after the rendition of the decision by the Historical Preservation Planning Commission (unless additional time is granted by the Commission). No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual City Council member, or the City Manager. The appeal is taken by filing a notice of appeal with the secretary. Upon filing of the notice of appeal and, except where an appeal is taken by the City Council, a City Council member, or the City Manager, payment of a filing fee, the secretary must, within 10 days, transmit to the City Clerk all exhibits, notices, affidavits, orders, and other papers and documents on file together with the finding of the ~~Historical Preservation~~ **Planning** Commission.

1. The City Council shall hold a hearing upon said appeal after giving written notice to applicant and by causing a notice thereof to be published at least once in a newspaper of general circulation within the City at least 10 days prior to said hearing by the City Council.

2. No official action, such as the issuance of a building permit, license or other type of permit, shall be taken while an appeal or proceedings for designation are pending. (Prior code §§ 12A-3-1—12A-3-3)
2.

15.24.040 Procedure for significant alterations and demolition permit applications for designated historical resources and landmarks ~~Permit system~~.

A. When Permit Required.

1. No person shall demolish, remove, move, or make alterations which affect the exterior appearance of, or cause excavations which affect the exterior appearance of, a designated historical landmark, **designated historical resource**, or undertake the same with respect to any structure located in a designated historical district, without first obtaining approval from the ~~Historical Preservation~~ **Planning** Commission; excepting therefrom maintenance or repair work that does not change the design, material or exterior appearance thereof, or work authorized by the Building Official upon written approval of the Community Development Department for protection of public safety.

2. No person shall demolish a **designated historical landmark or** designated historical resource without first obtaining approval from the ~~Historical Preservation~~ **Planning** Commission, unless the Chief Building Official certifies that such demolition is required for the public safety due to an unsafe or dangerous condition. For purposes of this chapter, “demolish” shall include the following: clear buildings from a site, tear down, dismantle, raze or break to pieces.

B. Application for Permit. A property owner who desires to construct, alter, move, remove, or demolish a designated historical landmark or any structure within a designated historical district, or who desires to demolish a designated historical resource, shall file an application with the Community Development Department upon a form prescribed by the City. The application shall include all necessary information required by the rules of the ~~Historical Preservation~~ **Planning** Commission. When the application is filed, it shall be referred to the ~~Historical Preservation~~ **Planning** Commission.

C. Procedure Upon Application.

1. Upon the filing of an application, the ~~Historical Preservation~~ **Planning** Commission shall cause an appropriate level of review to be conducted pursuant to the California Environmental Quality Act ("CEQA"). After such review has been completed, the secretary of the ~~Historical Preservation~~ **Planning** Commission shall set the matter for hearing and shall give written notice to the applicant and shall cause publication of notice in a newspaper of general circulation in the City of the date, time, and place of the hearing. ~~The Commission shall hold a public hearing and shall make its decision within six months from the date the application is filed with the Community Development Department if an EIR is required or within three months if a negative declaration is required or if the proposal is determined to be exempt from CEQA.~~ Approval of the application shall require an affirmative vote of a majority of the Commission members present. If the Commission fails to act within the foregoing time periods, the application shall be considered approved unless the applicant and the Commission agree to an extension of time.

2. At the conclusion of the hearing, the Commission shall makes its decision and shall file a certificate of approval with the Building Official, or deny the application. No person may do any work upon a designated historical landmark or any structure within a designated historical district, or proceed to demolish a designated historical resource, which is the subject of an application, and the Building Official may not issue a building permit, until the Commission files a certificate of approval.

3. Approved work shall be completed within one year from the date of approval unless substantially undertaken before such

period has elapsed and diligently pursued thereafter.

D. Criteria for Evaluating Application. In reviewing and acting upon each application, the Commission shall consider to the extent applicable, the following criteria:

1. The historic value and significance, or the architectural value and significance, or both, of the designated historical landmark, the structure within a designated historical district, or the designated historical resource, and its relation to the historic value of the surrounding area;

2. The relationship of the exterior architectural features of the structure to the rest of the structure itself and to the surrounding area;

3. The general compatibility of the exterior design, arrangement, texture and material which is proposed by the applicant;

4. Plans for structures which have little or no historical value or plans for new construction for their compatibility with surrounding structures;

5. Conformance with guidelines and standards adopted by the Commission;

6. Conformance with the Woodland General Plan.

E. Commission Restricted to Exterior Features Only. The Commission shall consider and pass upon only the exterior features of a designated historical landmark (unless the applicant voluntarily requests that interior features be included), or new structures upon sites located within a designated historical district, and may not consider interior arrangement therein.

F. Special Considerations.

1. If an application affects the exterior appearance of a structure or proposes to move, remove, or demolish a structure which the Commission considers will be a great loss to the City, the Commission shall attempt to work out an economically feasible plan for the preservation of the structure.

2. If the Commission is satisfied that the propos**ed**~~al~~ construction or alteration will not materially impair the historic or architectural value of

the structure, it shall approve the application.

3. If the Commission finds that the retention of the structure constitutes a hazard to public safety and the hazard cannot be eliminated by economic means available to the owner, the Commission shall approve the application for demolition.

4. If the Commission considers the structure valuable for the period of architecture it represents and important to the neighborhood in which it exists, the Commission may nevertheless approve the application if any of the following circumstances exist:

a. The structure is a deterrent to a major improvement program which substantially benefits the City;

b. The site is required for a public use which will be of more benefit to the public than the building which is the subject of the application, and there is no feasible alternative location for the public use;

c. The proposed application is necessary to construct a project of special merit;

d. Denial of the proposed application will result in unreasonable economic hardship to the owner, and it is not feasible to preserve or restore the building, taking into consideration the economic feasibility of alternatives to the proposal, and balancing interest of the public in preserving the historic resource or portion thereof and the interest of the owner of the building in its utilization;

e. Retention of the structure is not in the interest of the majority of inhabitants of the City.

5. The Commission may approve the moving of a structure of historical or architectural value as an alternative to demolition.

G. Limit on Application Within One Year. No application for the same or substantially similar work may be filed within one year after the Commission has rejected it.

H. Exceptions from Regulations. The regulations contained herein which require approval by the Historical Preservation Planning Commission do not apply to painting, routine maintenance or repair of a designated historical landmark or a structure within a designated historical district, or of a designated historical resource.

I. Appeal. Any person dissatisfied with any action of the ~~Historical Preservation~~ Planning Commission on a request for building or demolition permit may appeal the decision to the City Council, at any time within 10 days after the rendition of the decision by the Historical Preservation Planning Commission (unless additional time is granted by the Commission). The appeal is taken by filing a notice of appeal with the secretary. Upon filing of the notice of appeal and payment of a filing fee, the secretary must, within 10 days, transmit to the City Clerk all exhibits, notices, affidavits, orders and other papers and documents on file, together with the finding of the ~~Historical Preservation~~ **Planning** Commission.

1. The City Council shall hold a hearing upon said appeal after giving written notice to applicant and by causing a notice thereof to be published at least once in a newspaper of general circulation within the City at least 10 days prior to said hearing by the City Council.
2. No official action, such as the issuance of a building permit, license or other type of permit, shall be taken while an appeal or proceedings for designation are pending. (Prior code §§ 12A-4-1—12A-4-9)

15.24.050 Enforcement—Regulations enforced by Building Official.

The provisions of this chapter shall be enforced by the Building Official of the City with the aid of persons from such other City departments as may be requested by the Building Official. The provisions of the State Historic Building Code (California Administration Code, Title 24, Part 8) shall be applicable in permitting repairs, alterations and additions necessary for the preservation, restoration, moving or continued use of an historical building or structure. (Prior code § 12A-5-1)

~~**15.24.060 Penalties.**~~

~~A. Violation Is a Nuisance and May Be Abated. A person who violates the provisions of this chapter is guilty of maintaining a public nuisance, which may be abated in accordance with Chapter 9.04, in addition to the procedures conferred by Government Code Sections 38773, 38773.1, 38773.5, Civil Code Section 3494, Code of Civil Procedure Section 731, or~~

~~other lawful authority.~~

~~B. Criminal Penalty for Violation. A person who violates a provision of this chapter is guilty of an infraction and may be punished by a fine not to exceed $1,000.00.~~

~~C. Remedies Are Cumulative. The remedies for violation of the provisions of this chapter are alternative and cumulative rather than exclusive in nature. (Prior code §§ 12A-6-1—12A-6-3)~~

~~15.24.070~~ 15.24.060 Procedure for <u>significant alteration</u> and demolition permit applications <u>for potentially eligible historical resources and landmarks</u> ~~affecting buildings with no historical designation~~.

A. Demolition Review Required. All applications for demolition permits affecting buildings or other structures which are not designated as historical landmarks or historical resources shall be subject to review as provided in this chapter to prevent, to the extent possible, the loss of buildings or other structures of potential historical significance.

B. ~~Demolition. Actions which constitute demolition shall include the following: clear buildings from a site or sites, tear down, dismantle, raze or break to pieces.~~

~~C.~~ Determination of Historic Potential.

1. Upon receipt of any application for a permit to demolish a building, structure, or other feature, the Building Inspection Division shall forward the application to the Planning Division of the Community Development Department. The Planning Division shall determine whether the building, structure, or other feature is a designated historical landmark or resource and, if not, whether the building, structure, or other feature **<u>that has potential historic significance</u>** ~~should be considered for such designation~~. Such determination shall be completed within 10 working days of receiving an application for a demolition permit from the Building Inspection Division.

2. ~~If the building, structure or other feature is a designated historical landmark or historical resource, an application shall be prepared and referred to the Historical Preservation Commission pursuant to Section~~

~~15.24.040(B) herein.~~

~~3~~.If the building, structure or other feature has potential historic significance, **and has been identified in a historical resources inventory study as eligible for historical listing or is over 50 years old,** ~~in the opinion of the Planning Division Director,~~ but is not currently designated as a historical landmark or historical resource **subject to CEQA**, ~~an application for a determination shall~~ **the Director can request that a historic resource survey** be prepared **as part of a demolition or structural alteration application. Upon review of the historical survey, if the building is identified to have distinct architectural elements and/or historical use of potential historical significance, additional requirements may be included as part of the ministerial demolition permit, such as architectural salvage, informational plaque, architectural reuse of salvage material, or equivalent. The Director shall have the ability to elevate the review** ~~and referred~~ to the ~~Historical Preservation~~ **Planning** Commission ~~pursuant to Section 15.24.030(B) herein~~.

a) **The Director may place development requirements on any demolition permit granted pursuant to this section as the Director determines to be necessary.**

~~4. If the Planning Division determines that the building, structure, or feature is not designated as a historical landmark or historical resource, and that it should not be considered for such designation, it shall so inform the Building Inspection Division. The Building Inspection Division may then issue the demolition permit. (Prior code §§ 12A-7-1—12A-7-~~

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: F.5
SUBJECT: Final Acceptance and Notice of Completion for WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting WPCF Pond 11 Biosolids Drying and Removal Project, CIP #20-13 as complete and authorize the City Clerk to file a Notice of Completion.

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

Fiscal Impact:
The WPCF Pond 11 Biosolids Drying and Removal Project, CIP #20-13 was approved with a budget of $1,530,000 on July 20, 2021. The funding source is the Sewer Enterprise Fund. The final project cost for the drying and hauling work is $1,390,000 including construction, construction contingency, construction management, and project management.

The construction contract was awarded for $646,369 with a $96,956 (15%) contingency on June 2, 2020. The original bid quantity was 10,000 dry tons of biosolids (by dry weight). In July 2021, Council authorized the drying and hauling of Biosolids Pond #10 in advance of new State regulations that greatly increase the cost of landfilling biosolids and approved construction contingencies for an authorized contract amount of $1,500,000 and increased the project budget to $1,530,000. Additional factors affected the construction schedule and cost: there were several weeks of heavy smoke affecting drying of Pond #11 in 2020, which resulted in a portion of Pond #11 being hauled in 2021, a significant early rain event in 2021, which resulted in a portion of Pond #10 being hauled in 2022 and a significant increase in landfill tipping fees. The remainder of Pond #10 was hauled to City owned property in 2022, which reduced costs as compared with hauling to the landfill.

The final quantity of dry tons from both Ponds #10 and #11 was 18,400 dry tons. There were six change orders issued for this project for a construction cost of $1,368,577.15. Project management and construction management costs were approximately $20,000 making the total project cost approximately $1,390,000.

There is no impact to the General Fund.

Background:
The City's Water Treatment Control Facility (WPCF) generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids over time. Over the past few decades, a significant quantity of biosolids have accumulated.

A 15% contingency was included at project award due to the uncertainty in the quantity of accumulated biosolids. The ponds were loaded with biosolids since the 1990's and there is no documentation as to the quantity or duration of time that biosolids accrued in the pond. There was additional uncertainty as to the configuration of the pond. Each pond is 11 acres in size; however, there are no records as to whether the bottom of the pond is flat or sloped.

Another factor is the moisture content of the biosolids. The project specifications require the contractor to dry the material to at least 50% dry prior to hauling. The project pays the contractor on a dry weight basis to encourage the contractor to dry the material more thoroughly and reduce project costs through reduced hauling and tipping fees. The contractor dried the material to an average of 10% moisture by weight.

The WPCF Waste Discharge Permit requires the WPCF to make a good faith effort to begin disposal of this material. Disposal of this material is also essential to ongoing management of biosolids.

<u>Discussion</u>:
The total amount of biosolids hauled from Ponds #10 and #11 was 18,400 dry tons compared with the bid quantity of 10,000 dry tons for just Pond #11. Six change orders were executed during the project. The change orders included adjustment of costs due to increases in landfill tipping fees, the addition of hauling material from Pond #10, adjustment for hauling a portion of Pond #11 in 2021 that was prevented from drying in 2020 due to smoky conditions, adjustment for hauling a portion of Pond #10 in 2022 due to an early rain event in 2021 that prevented hauling of the material, and minor costs for grading and cleaning up the material receiving area in 2022.

The project cost breakdown is as follows:

Construction – Pond #11	$646,369
Change Orders	$722,208.15
Total Construction Cost	**$1,368,577.15**
Project/Construction Management	$20,000
Total Project Costs, rounded	**$1,390,000**

The removal of biosolids in Pond #10 was accelerated and included in this project to get ahead of a new State regulation that greatly increases the cost of disposing of biosolids. Removal of the accumulated biosolids in Ponds #10 and #11 completes the removal of legacy biosolids in the ponds actively used for biosolids treatment. The completion of this project allows for better ongoing management of biosolids and long term planning to minimize costs. Staff are conducting classification testing on the material hauled this year to evaluate disposal options going forward. Staff anticipates that the next biosolids removal project is not necessary for the next two to three years.

<u>Conclusion</u>:
Staff recommends that the City Council adopt Resolution No. _____, accepting WPCF Pond 11 Biosolids Drying and Removal Project, CIP #20-13 as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, Community Development Director / City Engineer

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT WPCF POND 11 BIOSOLIDS DRYING AND REMOVAL PROJECT, CIP 20-13 CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

WHEREAS, the City Council approved the plans and specifications for WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13 (the "Project") and authorized advertisement for bids on April 7, 2020; and the City of Woodland advertised for bids on April 10, 2020; and

WHEREAS, the City Council, on June 2, 2020, approved the construction contract with Ramcon Engineering and Environmental Contracting, Inc. in the amount of $646,369 and approved a 15% construction contingency in the amount of $96,956 a project budget of $765,000; and

WHEREAS, the City Council authorized the drying and hauling of Pond 10 to the project and authorized a contract amount of $1,500,000 and a budget of $1,530,000 on July 20, 2021; and

WHEREAS, the construction of the Project began on June 29, 2020 and was completed in October 2022; and

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

Section 1. The City Council hereby accepts the WPCF Pond 11 Biosolids Drying and Removal Project (CIP 20-13) as complete.

Section 4. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13.

PASSED AND ADOPTED this 18th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: F.6
SUBJECT: Construction Contract for the Groundwater Wells Demolition Project, CIP 21-05

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of $100,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance & Repairs, CIP 09-23, to the Groundwater Wells Demolition Project, CIP 21-05, and (2) Award a construction contract in the amount of $297,669 to Ariza Construction, Inc., for the Groundwater Wells Demolition Project, CIP 21-05, and authorize a contract contingency of up to 20% ($59,533.80).

Staff Contact:
Mark Miller, Associate Engineer - (530) 661-5968, mark.miller@cityofwoodland.org

Fiscal Impact:
The Groundwater Wells Demolition Project, CIP 21-05, (hereafter "Project") is included in the Capital Improvement Program which was approved by the City Council on June 21, 2022. Current approved funding for the Project amounts to $300,000 of Water Enterprise Funds and staff intended to transfer any necessary additional funds for construction from existing Water Fund Capital Projects once actual construction costs became available. The current Project funding was also allocated prior to finalizing the scope of work when only three groundwater wells were anticipated for demolition. Since then, a fourth well has been inactivated, identified for destruction and added to the Project scope. The construction contract award, plus a 20% construction contract contingency, and staff time for inspection, design and project management results in a total Project cost of $400,000. In order to bring the current Project funding up to match the total Project cost, staff is requesting that $100,000 of available Water Enterprise Funds be reallocated from CIP 09-23 (Water System Leak Detection, Maintenance & Repairs) to the Groundwater Wells Demolition Project, CIP 21-05.

There is no impact to the General Fund.

Background:
In June 2016, the City of Woodland switched its primary water supply from existing groundwater wells to the Woodland-Davis Clean Water Agency's Regional Water Treatment Facility (RWTF) which delivers treated surface water from the Sacramento River. The City supplements the high-quality water from the RWTF with three Aquifer Storage & Recovery (ASR) wells and also maintains several native groundwater production wells as backup supply, including three blending wells. The City provides equal water quality to all customers via this system.

The four neighborhood groundwater wells (Well No.'s 5, 6, 12, and 21) were kept as backup while the water supply from the RWTF and ASR system was proven out. These wells, if used, would provide native groundwater to the surrounding neighborhoods. Though meeting drinking water quality requirements, there are nevertheless water quality concerns with some of the City's native groundwater wells (particularly the four identified for demolition in CIP 21-05). These wells have been identified for concerns such as nitrate and other constituent concentrations approaching the Maximum Contaminant Levels (MCL) established by the State Water Resources Control Board's Division of Drinking Water (SWRCB), as well as an anticipated exceedance of the MCL for hexavalent chromium concentrations and existing, sub-standard conditions of well sites. Furthermore, typical groundwater wells have a useful life ranging between 30 and 50 years and these four wells are between 41 and 67 years old.

Wells 5, 6, 12, and 21 have not been operated since 2016 due to one or more of the above reasons and have also been deemed inactive by the State. The State requires that wells deemed inactive be demolished to eliminate any potential physical hazards and to assure that groundwater supplies are protected and preserved for further use.

Discussion:
The City advertised for bids on September 15, 2022. On October 11, 2022, the City received 5 bids for CIP 21-05 in the amounts tabulated below:

NO.	CONTRACTOR	BID
1	Ariza Construction, Inc.	$297,669.00
2	Hedman Well Services Inc.	$311,606.00
3	Lister Construction, Inc.	$333,764.00
4	Nor-Cal Pump & Well Drilling, Inc.	$359,800.04
5	Consolidated Engineering Inc.	$369,000.00

The Engineer's estimate for the Project construction was $300,000. Staff has performed due diligence in reviewing the bids. Ariza Construction, Inc., has been determined to be the lowest responsive, responsible bidder and has complied with all bid submittal requirements.

The construction contract provides 50 working days for completion of the Project. With Council's authorization, staff anticipates beginning construction in mid-November 2022 and completing by February 2023. The Project will utilize City staff for construction management and inspection.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of $100,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance & Repairs, CIP 09-23, to the Groundwater Wells Demolition Project, CIP 21-05, and (2) Award a construction contract in the amount of $297,669 to Ariza Construction, Inc., for the Groundwater Wells Demolition Project, CIP 21-05, and authorize a contract contingency of up to 20% ($59,533.80).

Prepared by: Mark Miller, Associate Engineer

Reviewed by: Tim Busch, P.E., Principal Utilities Civil Engineer
Brent Meyer, P.E., City Engineer/ Community Development Director

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH ARIZA CONSTRUCTION, INC., FOR CIP 21-05, THE GROUNDWATER WELLS DEMOLITION PROJECT

WHEREAS, on September 6, 2022, the City Council of the City of Woodland approved the plans and specifications for CIP 21-05, the Groundwater Wells Demolition Project (the "Project") and authorized advertisement for bids; and

WHEREAS, on September 15, 2022, the City of Woodland (the "City") advertised for bids; and

WHEREAS, on October 11, 2022, the City received 5 bids and Ariza Construction, Inc., ("Ariza") was determined to be the lowest responsible bidder submitting a responsive bid with a base bid of $297,669; and

WHEREAS, the City of Woodland wishes to approve a construction contract in the amount of $297,669 with Ariza for construction of the Project and approve a contract contingency of up to 20% ($59,533.80); and

WHEREAS, the City Council wishes to approve a Construction Contract with Ariza and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to approve the reallocation of $100,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repairs, CIP 09-23, to the Project.

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

Section 1. The City Council hereby authorizes the reallocation of $100,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repairs, CIP 09-23, to the Groundwater Wells Demolition Project, CIP 21-05.

Section 2. The City Council hereby approves the Construction Contract with Ariza Construction, Inc., in the amount of $297,669 and approves a twenty percent (20%) construction contract contingency in the amount of up to $59,533.80. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 3. Copies of the Construction Contract are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 18th day of October, 2022, by the following vote:

AYES:
NOES:

82093.00006\8679936.2

ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: F.7
SUBJECT: Supplemental Reimbursement Agreement with Lennar Homes of California, LLC for the Prudler Subdivision (SM4856)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) approve a Supplemental Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 4856, Prudler Subdivision Phase 1, and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of the amount identified in the Reimbursement Agreement.

Staff Contact:
Ed Wisniewski, Senior Civil Engineer - (530) 661-5820, ed.wisniewski@cityofwoodland.org

Fiscal Impact:
This project is identified in the 2019 Major Projects Financing Plan (MPFP) Fee Program Nexus Study Update, and reimbursement is covered by fees paid into the road development fund (Fund 582). The improvements are also included in the FY2023 Capital Budget, CIP #23-06 with a budget of $550,000 in Fund 582. Project cost is currently estimated at $553,557, which includes 12% soft costs. Final reimbursement will be at actual cost after project acceptance and review of the developer's actual cost documentation. The CIP project budget will be adjusted if needed based on final costs.

There is no impact to the General Fund.

Background:
On March 1, 2022, the City Council approved final subdivision maps 4856 and 5121 (Prudler Subdivision Phase 1 & 2), consisting of 85 and 98 single-family lots respectively (183 lots total), and a Subdivision Improvement Agreement.

As a condition of the development agreement, Lennar Homes of California is required to build certain off-site infrastructure that is reimbursable through the City's Major Projects Financing Plan (MPFP) fee program.

Discussion:
The MPFP program was established to fund backbone infrastructure projects to serve development in the City. MPFP fees are collected at building permit issuance from developers of residential, commercial, and industrial properties. As development progresses, certain improvements are necessary to support the added impact of development projects within the City. Lennar was conditioned to construct improvements at the intersection of Matmor Road and Gibson Road to improve traffic circulation through the intersection as well as upgrading the curb returns to meet ADA standards. These improvements are required to be completed with phase 1 of their project. The intersection improvements are identified in the 2019 MPFP Fee Program Nexus Study update.

The Developer is requesting execution of the supplemental reimbursement agreement to reimburse for the work necessary to satisfy the condition for improvements to the intersection.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, to 1) approve a Supplemental

Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 4856, Prudler Subdivision Phase 1, and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of the amount identified in the Reimbursement Agreement.

Prepared by: Ed Wisniewski, Senior Civil Engineer

Reviewed by: Brent Meyer, Community Development Director/ City Engineer

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Supplemental Reimbursement Agreement
3. Subdivision 4856 Location Map

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SUPPLEMENTAL REIMBURSEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC FOR IMPROVEMENTS ASSOCIATED WITH FINAL SUBDIVISION MAP 4856, PRUDLER PHASE 1

WHEREAS, on September 6, 2016, the City Council approved Tentative Map 4856 (Prudler Subdivision), and the related Development Agreement with Conditions of Approval; and

WHEREAS, On March 1, 2022, the City Council approved final subdivision maps 4856 and 5121 (Prudler Subdivision Phase 1 & 2), consisting of 85 and 98 single-family lots respectively (183 lots total); and

WHEREAS, the Developer, Lennar Homes of California, LLC, completed and entered into to a Subdivision Improvement Agreement and posted the required security for all public improvements required for the subdivision; and

WHEREAS, the Developer, Lennar Homes of California, LLC, was conditioned to construct improvements at the intersection of Matmor Road and Gibson Road; and

WHEREAS, the City's MPFP program was established to fund backbone infrastructure projects to serve development in the City, and the Matmor & Gibson intersection improvements are identified in the 2019 MPFP Fee Program Nexus Study update as reimbursable through the Road Development Fund; and

WHEREAS, the Developer is requesting execution of the supplemental reimbursement agreement to reimburse for the work necessary to satisfy the condition for improvements to the intersection.

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

<u>Section 1</u>. The City Council hereby approves the Supplemental Reimbursement Agreement with Lennar Homes of California, a Limited Liability Company, and authorizes the City Manager to sign on behalf of the City, and

<u>Section 2</u>. The City Council hereby authorizes the City Manager to approve modifications to the Supplemental Reimbursement Agreement not to exceed $83,000 (approximately 15%).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 18th day of October 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

SUPPLEMENTAL IMPROVEMENTS REIMBURSEMENT AGREEMENT

This Supplemental Improvements Reimbursement Agreement (“Agreement”) is made this ______ day of _____________________, 2022, by and between the City of Woodland, California ("City"), and Lennar Homes of California, LLC ("Developer" or “Contractor”). City and Developer are collectively referred to as “Parties.”

RECITALS

A. Developer has entered into a development agreement and related agreements with the City allowing Developer to construct a project known as Subdivision No. 4856, Prudler Subdivision Phase 1, (the "Project"); and

B. As a condition of developing the Project, City required that Developer install certain public improvements which benefit both the Project and others; and

C. City and Developer wish to enter into this Agreement to provide for the reimbursement by City of Developer’s costs of completing the improvements described herein, to the extent such costs exceed Developer’s proportionate share of the costs of the improvements as determined by the benefit to Developer of the improvements.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The public improvements subject to this Agreement are shown on Exhibit "A" and are identified as “the Reimbursable Improvements” and “Work”. Developer certifies that the Reimbursable Improvements will be fully constructed, installed and paid for to the satisfaction of the City Engineer. Copies of all contracts associated with the Reimbursable Improvements shall be provided to City prior to, and as a condition of, reimbursement.

2. City shall reimburse Developer for the actual cost of the Reimbursable Improvements installed by Developer pursuant to this Agreement as follows:

   The sum equal to the estimated construction and design costs, as specified in the schedule below (see also Exhibit C for complete breakdown of Engineer’s estimate of probable costs).

SCHEDULE OF IMPROVEMENT TO BE AQUIRED BY CITY				
Item No.	**ITEM DESCRIPTION**	**TOTAL ESTIMATED COST**	**FUND SOURCE**	**NOTES**
I.	TRAFFIC CONTROL	$40,000	MPFP	
II.	STREET WORK & CONCRETE	$106,497	MPFP	
III.	TRAFFIC SIGNAL	$320,000	MPFP	
IV.	UTILITIES	$1,950	MPFP	
V.	SIGNAGE & STRIPING	$19,950	MPFP	
VI.	Soft Costs (estimated at 12%)	$59,310	MPFP	Soft Costs include Engineering Design, Survey, Plan Check & Inspection, Construction Management, and Bidding expenses. All costs to be reimbursed at actual cost.
	TOTAL	**$553,557**		

The City shall reimburse Developer its actual costs of the Reimbursable Improvements after acceptance by the Community Development Department and execution of this agreement. Reimbursement shall require the submission of supporting documentation to the satisfaction of the City Engineer. The total cost of the Reimbursable Improvements is expected not to exceed $553,557. The Developer agrees that amount is the reasonable value of the Reimbursable Improvements installed by Developer.

3. This Agreement shall not be construed to limit the right of City to enlarge, relocate, alter or extend the public improvements that constitute the Reimbursable Improvements, nor shall it be construed as a grant to Developer of any right to any exclusive use or specific capacity in or to the improvements.

4. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties hereto.

5. It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate Developer at the time that any reimbursements are due, City shall hold such fees for the benefit of Developer or its successor or assignee until the expiration of this Agreement. Upon the expiration of this Agreement, any fees not reimbursed to

Developer shall escheat to City and City shall be free and clear of any forwarding obligation to Developer.

6. All Exhibits hereto are incorporated herein.

7. Developer shall defend, indemnify, and hold harmless City, its officials, officers, consultants, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, in law or equity, to property or persons, in any manner arising out of or incident to the performance of this Agreement by Developer, or its officials, officers, employees, contractors, subcontractors, suppliers, consultants, or agents (whether or not resulting from the negligence of Developer or its agents), including, without limitation, the payment of all consequential damages and reasonable attorneys' fees, expert witness fees, and other related costs and expenses.

8. This is an integrated agreement containing all of the considerations, understandings, promises and covenants exchanged between the Parties. This Agreement supersedes any and all prior oral or written understandings, negotiations, or agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by both Parties.

9. Labor Compliance:

A. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

B. Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

C. Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

D. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

E. Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

F. Labor Compliance; Stop Orders. This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

10. Each of the Parties shall execute and deliver all additional papers, documents, and other assurances and shall do all acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement, to the extent necessary to carry out the intent of this Agreement.

11. Developer and City agree that the relationship between them is, is intended to be, and at all times shall remain that of a private developer as to Developer and a public agency as to City and that neither Party is, is intended to be, or shall be construed as a partner, joint venturer, alter ego, manager, controlling person, or other business associate or participant of any kind of any other Party or any of its affiliates.

12. This Agreement shall not be deemed or construed to confer any rights upon any individual or entity which is not expressly a Party hereto, and the Parties expressly disclaim any such third-party benefit.

13. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees.

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

CITY OF WOODLAND

By: ______________________________
Ken Hiatt, City Manager

DEVELOPER

LENNAR HOMES OF CALIFORNIA, LLC

By: ______________________________

Its: ______________________________

ATTEST:

By: ______________________________

____
City Clerk

Exhibit "A"

Reimbursable Improvements

PARCEL MAP NO. 4856/PRUDLER PHASE 1 OFFSITE IMPROVEMENT PLANS

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

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

Design and construct traffic signal modifications at the intersection of Gibson Avenue and Matmor Road in accordance with the conditions of approval for Prudler Subdivision dated September 6, 2016 and further represented in the improvement plans entitled: "Civil Improvement Plans for Prudler Subdivision – Sports Park Drive Improvements, Matmor & Gibson Road Improvements".

EXHIBIT "B"

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

Real Property in the City of Woodland, County of Yolo, State of California, described as follows:

PARCEL 1 OF PARCEL MAP NO. 4345, FILED FEBRUARY 3, 1999 IN BOOK 1999 OF MAPS, PAGES 11-13, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS SITUATE IN, ON OR UNDER THE ABOVE DESCRIBED PROPERTY, AS RESERVED IN DEEDS RECORDED DECEMBER 30, 1985 TO YOLO PETROLEUM INC., IN BOOK 1744 OF OFFICIAL RECORDS AT PAGES 635 AND 644, YOLO COUNTY RECORDS.

EXCEPT FROM SAID EXCEPTION ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS LYING FROM THE SURFACE TO A DEPTH OF 500 FEET WITHOUT RIGHT OF SURFACE ENTRY BY DEEDS RECORDED AUGUST 3, 1987 IN BOOK 1879 OF OFFICIAL RECORDS AT PAGES 332 AND 334, YOLO COUNTY RECORDS.

APN: 041-070-42

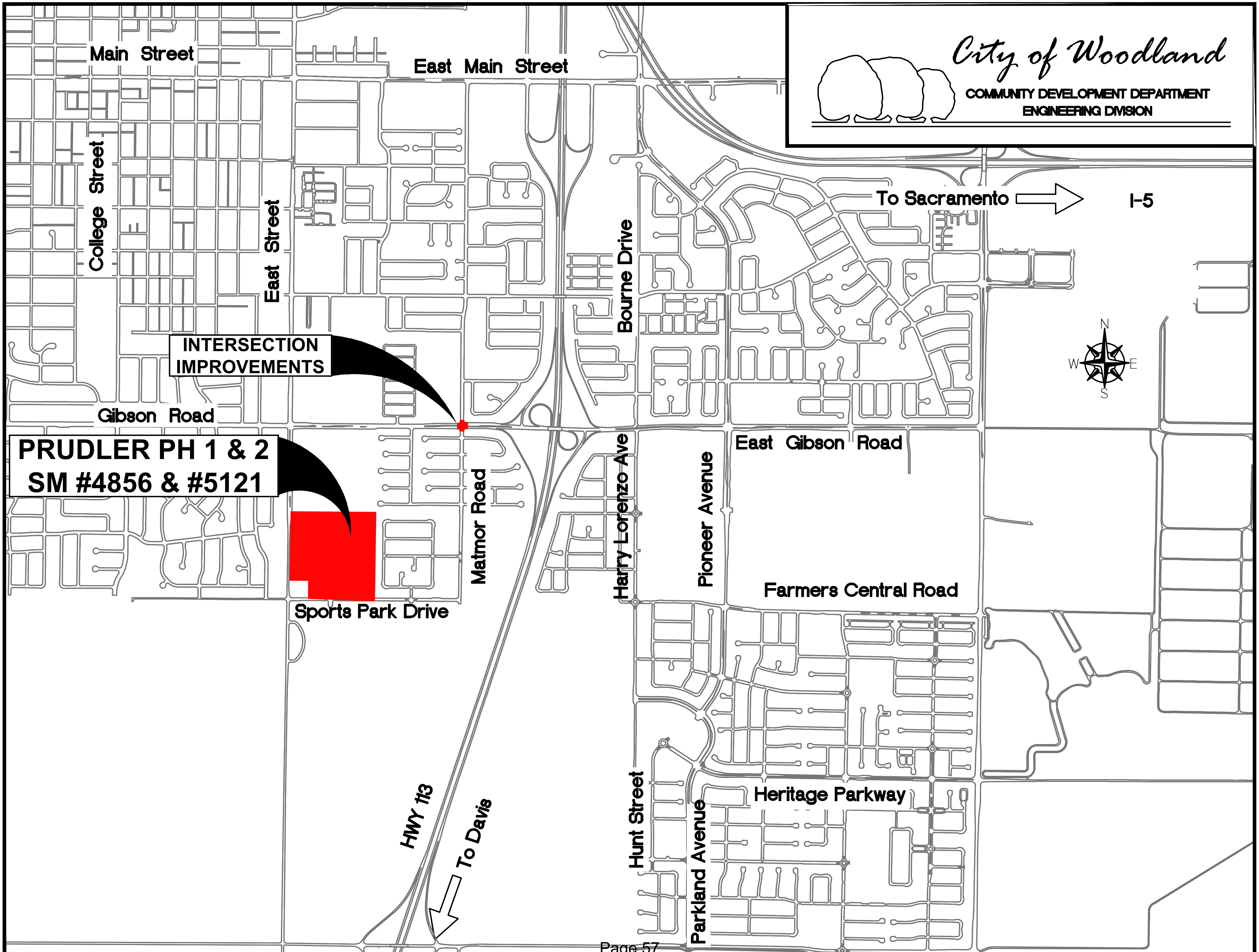
EXHIBIT "C"

ENGINEER'S ESTIMATE OF PROBABLE COSTS

ESTIMATE OF PROJECT COSTS
PROJECT: MATMOR ROAD & GIBSON ROAD INTERSECTION IMPROVEMENTS
BASED ON: IMPROVEMENT PLANS DATED 4/5/2021 & BID SCHEDULE SUBMITTED BY MARQUES GENERAL ENGINEERING DATED 2/12/21
PREPARED BY: ED WISNIEWSKI - REVISED BY CHRIS CAMERON
DATE: MARCH 25, 2022 - REVISED ON JUNE 23, 2022

MATMOR ROAD & GIBSON ROAD INTERSECTION IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	MPFP	NON-MPFP DEVELOPER COST
I.	GRADING & EROSION CONTROL						
1.	TRAFFIC CONTROL	1.00	LS	$40,000.00	$ 40,000.00	$40,000.00	$ -
	GRADING & EROSION CONTROL SUB-TOTAL				$ 40,000.00	$40,000	$ -
II.	STREET WORK & CONCRETE						
2.	7" AC PAVEMENT	162.00	SF	$50.00	$ 8,100.00	$8,100.00	$ -
3.	26" AGGREGATE BASE (Road/Curb/Curb&Gutter)	162.00	SF	$25.00	$ 4,050.00	$4,050.00	$ -
4.	TYPE 3 SLURRY SEAL	62,932.00	SF	$1.00	$ 62,932.00	$62,932.00	$ -
5.	CURB & GUTTER	107.00	LF	$95.00	$ 10,165.00	$10,165.00	$ -
6.	PEDESTRIAN RAMPS (incl. detectable warnings)	4.00	EA	$2,500.00	$ 10,000.00	$10,000.00	$ -
7.	4" PCC SIDEWALK (INCL. 4" AB)	750.00	SF	$15.00	$ 11,250.00	$11,250.00	$ -
	STREET WORK & CONCRETE SUB-TOTAL				$ 106,497.00	$ 106,497.00	$ -
III.	TRAFFIC SIGNAL						
8.	SIGNAL UPGRADES	1.00	LS	$320,000.00	$ 320,000.00	$320,000.00	$ -
	TRAFFIC SIGNAL SUB-TOTAL				$ 320,000.00	$320,000.00	$ -
IV.	UTILITIES						
9.	ADJUST LID TO GRADE	4.00	EA	$1,950.00	$ 7,800.00	$7,800.00	$ -
	UTILITIES SUB-TOTAL				$ 7,800.00	$7,800.00	$ -
V.	SIGNAGE & STRIPING						
10.	STRIPING	1.00	LS	$12,000.00	$ 12,000.00	$12,000.00	$ -
11.	REMOVE EX. STRIPING, MARKINGS WITHIN SLURRY AREA	1.00	LS	$7,950.00	$ 7,950.00	$7,950.00	$ -
	DRY UTILITIES SUB-TOTAL				$ 19,950.00	$19,950.00	$ -
	SUMMARY						
I.	GRADING & EROSION CONTROL				$ 40,000.00	$ 40,000.00	$ -
II.	STREET WORK & CONCRETE				$ 106,497.00	$ 106,497.00	$ -
III.	TRAFFIC SIGNAL				$ 320,000.00	$ 320,000.00	$ -
IV.	UTILITIES				$ 7,800.00	$ 7,800.00	$ -
V.	SIGNAGE & STRIPING				$ 19,950.00	$ 19,950.00	$ -
	MATMOR ROAD & GIBSON ROAD INTERSECTION TOTAL CONSTRUCTION COST				**$ 494,247.00**	**$ 494,247.00**	**$ -**
	SOFT COSTS (ESTIMATED AT 12% OF CONSTRUCTION)				$ 59,309.64	$ 59,309.64	$ -
	ESTIMATE OF TOTAL REIMBURSABLE COST					**$ 553,557**	


City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
Main Street
East Main Street
College Street
East Street
Bourne Drive
To Sacramento
I-5
INTERSECTION IMPROVEMENTS
Gibson Road
East Gibson Road
PRUDLER PH 1 & 2
SM #4856 & #5121
Matmor Road
Harry Lorenzo Ave
Pioneer Avenue
Farmers Central Road
Sports Park Drive
HWY 113
To Davis
Hunt Street
Parkland Avenue
Heritage Parkway
N
W
E
S

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: F.8
SUBJECT: Woodland Storage Operating Agreement Associated with Proposed Self-storage Facility at 1430-1460 E. Main Street

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving an amended Woodland Storage Operating Agreement associated with the proposed self-storage facility at 1430-1460 East Main Street.

Staff Contact:
Megan Meier, Associate Planner, (530) 661-5814, megan.meier@cityofwoodland.org

Fiscal Impact:
An applicant-funded liability account covered all processing costs associated with the development project. The development project has an associated operating agreement that outlines the community benefit contribution to the City.

Proposed amendments will change the terms of the community benefit outlined in the previously Woodland Storage Operating Agreement. The original terms required a community benefit of $25,000 annually to expire at the end of 25 years. The proposed amendments offer an alternative obligation to provide new commercial development as part of the project that would provide greater benefit to the City as outlined in the following sections of the staff report.

Additionally, the City will receive development impact fees of approximately $400,000 and significantly increased on-going property tax revenue from the new commercial development.

Background:
On July 7, 2020, the City Council approved a conditional use permit (CUP) for a self-storage facility on vacant property on E. Main Street located between Matmor Road and SR 113. The CUP was approved with specific development requirements as outlined in the City zoning code that dictated the location and size of the self-storage facility along with the "community benefit" that was required as a result of approving a self-storage land use. One of the primary objectives of the development standards for self-storage land use was to set aside the northerly 50% of the site (East Main Street frontage) for future commercial uses. The applicant has since acquired the adjoining properties at East Main Street and the HWY 113 on-ramp and prepared plans for new retail and office development consistent with the City's zoning ordinance. The expanded project site consists of five parcels (original APN 066-030-019, -021, and -033) (added APN 006-030-008/044,048) totaling approximately

8.88 acres (increased by 2.18 acres). The site is bordered by East Main Street to the north, Matmor Road to the west, and State Route (SR) 113 to the east.

The applicant has prepared and received entitlement approval for the development of nearly 35,000 SF of new retail and office space, including a 23,000 square foot Sprouts Market.

Figure 1 Site Context Map

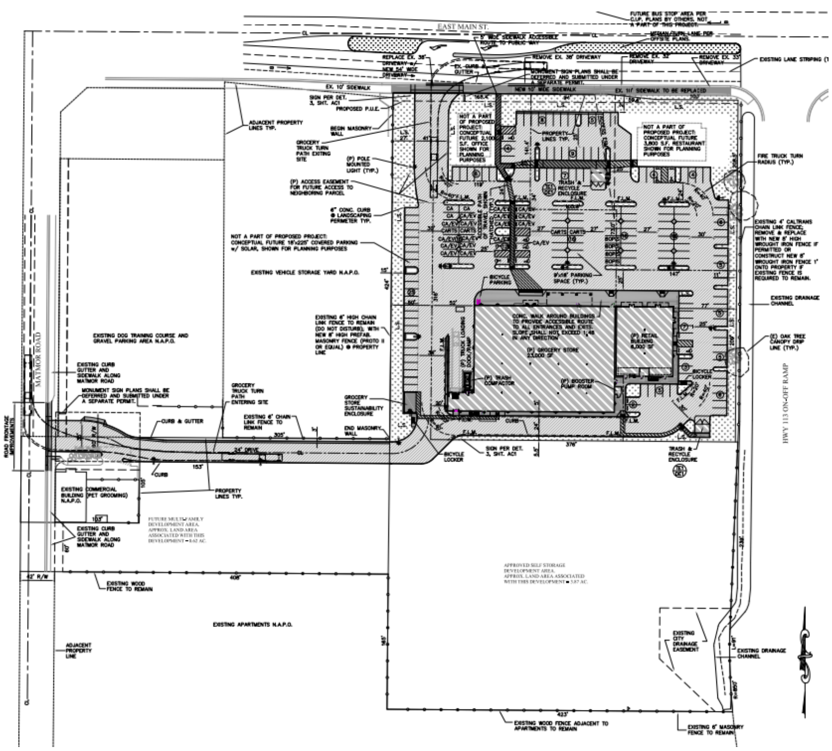


Figure 3 Overall Site Plan (Retail/Office & Woodland Storage)

The plan proposes six phases of development, with the first three phases of buildout to include the Sprouts Main Street Marketplace commercial center with all associated landscape and infrastructure including a dedicated westbound turn pocket in the median on

East Main Street. Phase one of the commercial center buildout will contain a 23,000 square foot Sprouts market with an adjacent 6,000 square foot shell building. Phase two and three will consist of commercial buildings (2100 sq/ft & 3,800 sq/ft) adjacent to East Main Street and phases four through six will be the previously approved mini-storage located on the southern half of the development area. Phase seven is set-aside for future use.

Operating Agreement:

As part of the original Woodland Storage development approval by the Council on July 7, 2020, an associated operating agreement outlined the community benefits negotiated as part of the buildout of the self-storage facility.

The previously approved operating agreement for Woodland Storage required the project to pay the City a community benefit fee in the amount of Twenty-five Thousand Dollars ($25,000.00) annually, commencing one year from the Certificate of Occupancy and continuing for a period of twenty-five (25) years. The previously approved agreement was never executed by the Developer or the City because the Woodland Storage development has not yet moved forward. The staff is recommending that the City instead enter into an operating agreement with the amendments described below.

Proposed Amendments

The staff is recommending consideration of a modification to the Operating Agreement to reflect the benefit the community will receive with the new commercial development that will be built as part of the self-storage project. Specifically, the staff is recommending the following language be incorporated into the agreement:

Prior to issuance of the building permit for any portion of the Personal Self-Storage facility, Owner shall demolish the existing buildings at 1460 East Main Street, and complete construction of a minimum of 30,000 square feet of new retail and office space consisting of Phases One, Two, and Three as shown on the Phasing Plan. In the event that Owner completes such demolition and construction work prior to issuance of a building permit for any portion of the Personal Self-Storage facility, Owner shall have satisfied its community benefit obligations under this Agreement and shall have no obligations under Sections 7 or 8 of this Agreement. However, should Owner seek and obtain a building permit for any portion of the Personal Self-Storage facility prior to completion of the demolition and construction work described in this Section, Owner shall thereafter be required to comply with the Operational Requirements and Consideration set forth in Sections 7 and 8.

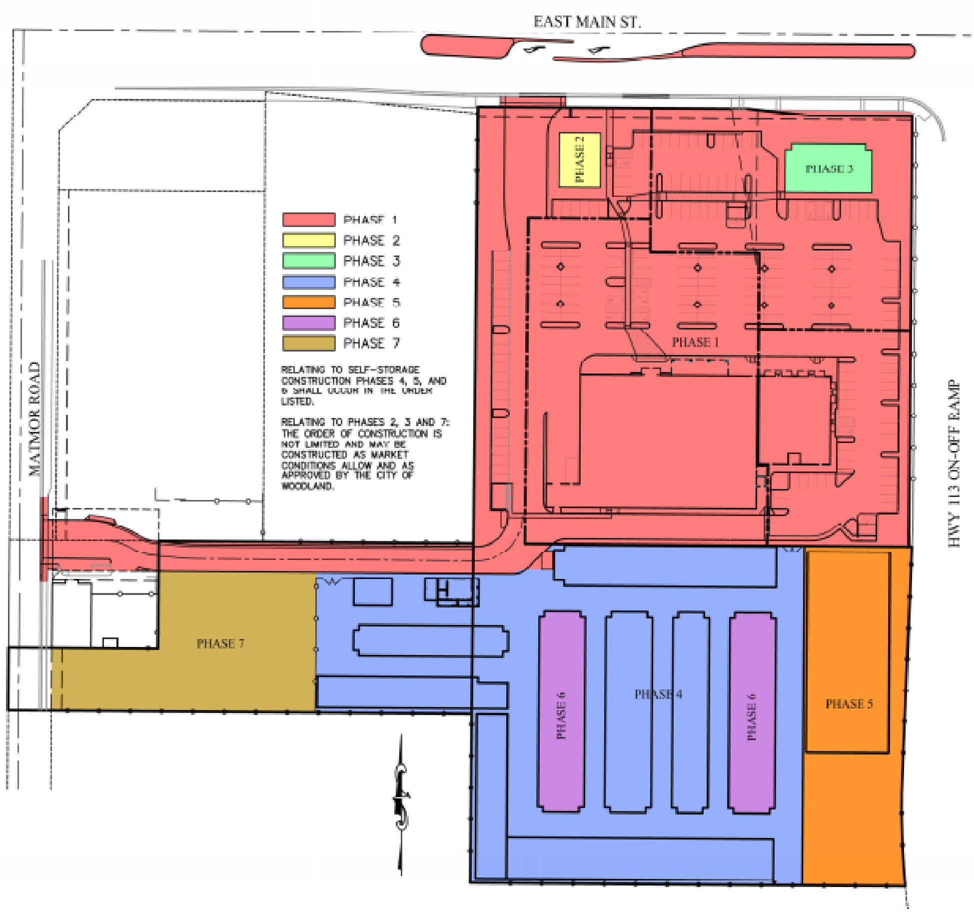


Figure 4 Construction Phasing Plan

The proposed agreement with expanded construction phasing plan also outlines agreed-upon phasing of development to ensure compliance with the City's Interim Zoning Ordinance.

<u>Staff Analysis:</u>

General Plan & Zoning Consistency
The proposed amendments to the Woodland Storage Operating Agreement are consistent with the goals and policies set forth in the City's General Plan along with applicable development requirements as they relate to the Operating Agreement and set-forth in the Interim Zoning Ordinance:

(1) That 50% of the site is slated for commercial uses other than self-storage.

The CUP modification proposes to construct approximately 34,900 square feet of commercial more than doubling the original 16,000 square feet approved with the original July 7, 2020 CUP approved.

(2) Requires a master plan for land use, access, circulation, utilities and improvements.

The site plan, phasing plan and conditions provide overall phased buildout that account for circulation routes, along with utility improvements that will support future and existing uses in the surrounding area.

(8) Project shall demonstrate measurable community benefit memorialized in a documented agreement.

The revised Operating Agreement reflects the community benefit from the new commercial square space that would be constructed as part of the project. This new development will not only provide new tax revenue to the City but will eliminate a long-standing blighted property along one of the community's most prominent corridors.

<u>Conclusion</u>:
Staff recommends that the City Council adopt Resolution No. _____, approving an amended Woodland Storage Operating Agreement associated with the proposed self-storage facility at 1430-460 East Main Street.

Prepared By: Megan Meier, Associate Planner

Ana B. Gonzalez
City Clerk

<u>Attachments:</u>
1. CC 10.18.22_Draft OA Resolution
2. CC 10.18.22_Amended Operating Agreement

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED OPERATING AGREEMENT WITH E KRONICK 2012 GST TRUST, FOR A SELF-STORAGE BUSINESS LOCATED AT 1440 EAST MAIN STREET

WHEREAS, the applicant, Patrick Laughlin, filed Planning Application # PLNG 22-0003, on behalf of owner E Kronick 2012 GST Trust, proposing modification to the approved Conditional Use Permit and associated Operating Agreement to add two additional parcels for a commercial use (other than the self-storage facility) and make minor revisions to the site plan/phasing plan. (APN 066-030-0-008, 048, 061, 062, 063) ("Subject Property") within the Community Commercial Zoning district located at 1430-1460 East Main Street in Woodland California; and

WHEREAS, At a regularly held meeting on July 7th, 2020 the City Council approved the Woodland Storage development Conditional Use Permit (PLNG 17-00037) for an approximately 116,475 square foot self-storage facility and leasing office with associated Operating Agreement and commercial set-aside, subject to conditions of approval and execution of an Operating Agreement; and

WHEREAS, the City's development standards for self-storage land use, as outlined in the Woodland Interim Zoning Code require the applicant to provide the City with an agreed upon Community Benefit outlined in an Operating Agreement. The City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Conditional Use Permit modification for self-storage facility, as mutually agreed by the parties; and

WHEREAS, the City Council finds that the proposed modification to the Operating Agreement meet the standards for measurable Community Benefit by more than doubling the commercial build out to approximately 34,900 square feet; and

WHEREAS, the City Council will only release the owner of the monetary community benefit, of 25,000 over 25 years, upon construction of phases one, two and three of approximately 34,900 square feet; and

WHEREAS, the Self-Storage Business and the City have therefore mutually agreed to enter into the revised operating agreement whereby the owner will develop phases one, two and three of the phasing plan (as more specifically set forth in the revised operating agreement) or the Self-Storage Business will make certain annual payments to the City that will positively contribute to the community; and

WHEREAS, the proposed Operating Agreement additionally addresses other mutually agreeable terms and conditions regarding development construction phasing, and indemnification.

NOW, THEREFORE, the City Council hereby resolves as follows:

Exhibit B

1. The City Council adopts the findings above as true and correct.

2. The City Council hereby approves of the revised Operating Agreement between the City and E Kronick 2012 GST Trust generally consistent with the terms and conditions provided in the Operating Agreement attached hereto as Attachment 1, subject to approval of a Conditional Use Permit modification by the Zoning Administrator, as necessary to make conforming changes to the Conditional Use Permit and associated conditions of approval.

3. The City Manager, or his or her designee, is authorized to execute an Operating Agreement in substantially the form provided in Attachment 1, subject to any minor, technical, non-substantive or necessary changes approved by the City Attorney, and any other supporting documents necessary to execute the Operating Agreement. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement, provided the total payment amount under the Agreement does not change.

PASSED AND ADOPTED by the City Council this 18th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Ethan Walsh, City Attorney

Attachment 1: Draft Operating Agreement

OPERATING AGREEMENT FOR SELF-STORAGE BUSINESS LOCATED IN THE CITY OF WOODLAND

This Operating Agreement for Self-Storage Business (hereinafter "Agreement"), dated _________, 2022 ("Effective Date"), is entered into by and between the City of Woodland (the "City"), a California municipal corporation and E Kronick 2012 GST Trust ("Owner"). The City and Owner may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner submitted an application to the City for a conditional use permit to conduct certain Personal Self-Storage uses in the City, located at 1440E Main Street (Yolo County Assessor's Parcel Numbers 066-030-008, 048, 061, 062, 063, ("Subject Property"); and

WHEREAS, the City granted a conditional use permit to Owner on July 7, 2020, and a subsequent Modification to the Conditional Use Permit on ________, 2022, to permit Personal Self-Storage uses at the Subject Property, subject to conditions of approval contained therein ("Conditions"), issuance of a business license, and execution of this Agreement; and

WHEREAS, the Interim Zoning Ordinance, approved by the City of Woodland City Council on May 1, 2018, Ordinance No 1634, states that any personal storage (mini-storage) facility shall demonstrate a measurable community benefit in a manner agreed upon by the City and memorialized in a documented agreement; and

WHEREAS, at the time of the original conditional use permit in 2020, Owner solely contemplated developing the Personal Self-Storage development, but with the modification to the project, Owner intends to develop the Personal Self-Storage as phases 4 through 7 of a larger seven phase project as depicted in Exhibit B attached hereto and incorporated herein by this reference, which project will include in the first three phases a minimum of 34,900 square feet of commercial and office development; and

WHEREAS, the City Council of the City of Woodland has determined that both community benefits and potential adverse impacts may result from the operation of Personal Self-Storage businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset by the potential community benefits the businesses can provide to the City and its residents; and

WHEREAS, Owner and the City have mutually agreed that the contemplated commercial and office development in phases one through three would provide significant community benefit through improvements to City infrastructure and community serving development that will benefit the surrounding neighborhood and serve as a catalyst for additional economic development in the surrounding neighborhood, and if the development contemplated for phases one through three does not occur, certain minimum payments to the City are appropriate to provide for projects, programs, and other services and activities that will positively contribute to the community and account for any adverse impacts from the Personal Self-Storage business in the community; and

WHEREAS, the Conditions require Owner to construct certain public infrastructure and public improvements that benefit certain other properties and, as a result thereof, as a condition of any development, renovation, reconstruction, or significant change of use such benefiting properties, Owner shall be entitled to be reimbursed by those properties for those properties' fair share of Owner's actual costs of those public improvements as outlined in the reimbursement agreement to be entered into between City and Owner at the time of improvement plan approval for said public improvements; and

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals, and all defined terms set forth in this Agreement, are hereby incorporated into this Agreement as if set forth herein in full.

2. Definitions. The following terms shall have the following meanings for purposes of this Agreement, but other terms may be defined elsewhere in this Agreement.

A. "City" means the City of Woodland.

B. "City Permits" means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, licenses, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for Owner to operate in accordance with this Agreement.

C. "Community Development Director" means the City's Community Development Director and his or her designee.

D. "Conditional Use Permit" means the regulatory permit issued by the City to Owner pursuant to the City's Zoning Code, as approved by the City Council on or about July 7, 2020, and a subsequent Modification to the Conditional Use Permit on __________, 2022, related to the operation of a Personal Self-Storage business.

E. "Effective Date" means the date first entered above as the Effective Date that both Parties have signed this Agreement.

F. "Personal Self-Storage" means a storage facility that is characterized by individual separate spaces accessible by customers for the storing and retrieval of personal effects and household goods, as permitted by the Interim Zoning Ordinance.

3. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years therefrom ("Term"), unless earlier terminated as specified in this Agreement.

4. Assignment.

A. Right to Assign. Owner shall have the right to sell, transfer, or assign the Subject Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm, or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties, and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

1. No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Subject Property.

2. In the event that the Subject Property is conveyed separately from the property that comprises phases 1 through 3 as shown on the Phasing Map included in Exhibit B and prior to completion of the construction required pursuant to Section 6 of this Agreement, the requirements of Sections 7 and 8 of this Agreement shall automatically apply and the Owner shall no longer have the options of satisfying this Agreement through the construction work described in Section 6.

3. Concurrent with any such sale, transfer, or assignment, Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to City, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of Owner under this Agreement.

Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the Assignment and Assumption Agreement required by subsection 4.a.2 above, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such Assignment and Assumption Agreement is executed.

B. Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, Owner or any subsequent transferring property owner shall continue to be obligated under this Agreement with respect to the transferred Subject Property or any transferred portion thereof, unless Owner or other transferring property owner is given a written release by City (which written confirmation may be in the form of execution and recordation of an Assignment and Assumption Agreement), which release shall be provided by City upon the full satisfaction by Owner or other transferring property owner of the following conditions:

1. Owner or other transferring owner no longer has a legal or equitable interest in all or any part of the Subject Property subject to the transfer.

2. Owner or other transferring owner is not then in default under this Agreement.

3. Owner or other transferring owner has provided City with the notice and executed an Assignment and Assumption Agreement required pursuant to this Agreement.

5. General Terms and Conditions. Owner shall comply with all of the following terms and conditions for the Term of this Agreement:

A. Conditions placed on the Conditional Use Permit shall be conditions of this Agreement. A copy of the Conditional Use Permit, and all applicable conditions, is attached hereto as **Exhibit A** and incorporated herein. Any violation of the Conditional Use Permit shall be deemed a violation of this Agreement and shall constitute a material breach of this Agreement, and any violation of this Agreement shall be deemed a violation of the Conditional Use Permit.

B. Owner shall obtain and maintain at all times during its operation a valid City-issued business license.

C. Owner understands, acknowledges, and agrees to comply with all applicable then-existing local laws and regulations applicable to operation of the Personal Self-Storage business.

6. Condition Precedent to Construction. Prior to issuance of building permit for any portion of the Personal Self-Storage facility, Owner shall demolish the existing buildings at 1460 E. Main Street, and complete construction of a minimum of 30,000 square feet of new retail and office space consisting of Phases One, Two, and Three as shown on the Phasing Plan. In the event that Owner completes such demolition and construction work prior to issuance of a building permit for any portion of the Personal Self-Storage facility, Owner shall have satisfied its community benefit obligations under this Agreement and shall have no obligations under Sections 7 or 8 of this Agreement. However, should Owner seek and obtain a building permit for any portion of the Personal Self-Storage facility prior to completion of the demolition and construction work described in this Section, Owner shall thereafter be required to comply with the Operational Requirements and Consideration set forth in Sections 7 and 8 below.

7. Operational Requirements. In addition to the operational requirements set forth in the Conditions for the Conditional Use Permit, in the event the Owner does not complete the demolition and construction described in Section 6 Owner agrees to the following:

A. **Project Phasing.** The Personal Self-Storage (mini-storage) facility is scheduled to build out in phases four through seven of the seven phase development (4 phases) consistent with Condition No. 6, attached hereto as **Exhibit A,** and incorporated herein. The four phases (phases 4-7) are depicted in **Exhibit B,** attached hereto and incorporated herein. Phase Four (4) will consist of construction of the first seventy-five percent (75%) of the single-story storage units and managers residence. Owner agrees to provide monthly occupancy reports to City of Phase Four occupancy. Phase Five (5) will consist of the proposed three (3)-story building, located along the east property boundary, which shall commence construction within sixty (60) days of ninety percent (90%) occupancy of Phase Four. Phase Six (6) may be constructed concurrently with Phase Five, but City will not issue a certificate of occupancy for Phase Six prior to issuance of the Phase Five certificate of occupancy. If Owner has not commenced construction of Phase Five within sixty (60) days of ninety percent (90%) occupancy of Phase Four, Owner agrees to make a monthly payment to City of Ten Thousand Dollars and No Cents ($10,000.00), commencing on the first day of the month following the sixtieth (60th) day, and continuing monthly on the first day of each month until the commencement of construction of Phase Two. City shall use any funds received pursuant to this Section 7(A) to maintain the City roadway corridor adjacent to the Personal Self-Storage business.

B. Owner understands and agrees that the provisions set forth in subsection "A" above are a material term of this Agreement and that City's preference is for the proposed three-story building located along the east property boundary to be built first in order to create a more aesthetically pleasing environment for the surrounding area. Because Owner desires to construct Phase Four first, the City agrees to the phasing set forth above but does so with the express understanding that Owner will construct Phase Five in accordance with subsection A.

8. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including its operation of an approved Personal Self-Storage use in the City, in the event that the Owner does not complete the demotion and construction described in Section 6, Owner shall do all of the following:

A. Annual Community Benefit Payment. Owner, as part of its project proposal submitted to the City and accepted and approved by the City Council, agrees to make certain community contributions to the City to ensure that any potential adverse impacts of Owner are adequately offset by the business's required community benefit obligation. Owner shall pay to the City a community benefit fee in the amount of Twenty-five Thousand Dollars ($25,000.00) annually beginning on the date that is one (1) year after the date of issuance of the Phase One certificate of occupancy or first storage unit occupancy, whichever occurs first. Such payment shall cease at the conclusion of the Term.

B. Annual Increase. The annual community benefit payment shall increase 2% per calendar year after the first such payment.

9. Reimbursements. The conditional use permit Conditions require Owner to construct certain public infrastructure and public improvements including, but not limited to, a gravity sewer line extension, off-site frontage improvements including curb, gutter, and sidewalk, lighting, a landscape median, and an access driveway over public right of way owned by the City ("Improvements"), all of which benefit certain other properties (each a "Benefited Property"). As a condition of any development, renovation, reconstruction, or significant change of use of any Benefited Property, and at the earliest opportunity in the approval process, City shall require the Benefited Property owner to pay to City its fair share of Owner's actual costs for said Improvements, which amount City shall then pay to Owner.

10. Indemnification. Owner shall defend, at its sole cost and expense, including attorneys' fees, indemnify, and hold harmless City, its agents, officers, and employees from any claim, action, or proceeding against City, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or any actions taken pursuant to this Agreement. City shall promptly notify Owner of any claim, action, proceeding, or determination included within this Section, and City shall cooperate in the defense. City may in its discretion participate in the defense of any such claim, action, proceeding, or determination.

11. Notice. Any notice or other communication provided pursuant to this Agreement must be in writing and shall be considered properly given and effective only when mailed or delivered in the manner provided by this Section 10 to the persons identified below. A mailed notice or other communication shall be considered given and effective on the third day after it is deposited in the United States Mail (certified mail and return receipt requested). A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 10.

If to the City:

City of Woodland
City Manager's Office
300 First Street
Woodland, California 95695
Attention: Ken Hiatt

If to Owner:

E Kronick 2012 GST Trust
1620 North Main Street #5
Walnut Creek, CA 94596

12. Force Majeure.

A. "Force Majeure Event" means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party's reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity's agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.

B. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Owner is prevented or delayed because of a Force Majeure Event, then the time for performance shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

13. Waiver. A Party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party's breach of this Agreement shall not constitute a waiver of any performance, right, or remedy. A Party's waiver of the other Party's breach of any provision in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

14. Relationship of Parties. This Agreement does not create any employment relationship, ownership interest, or other association between the City and Owner. Nothing herein shall be construed to create the relationship of principal and agent, partnership or other joint venture between the City and Owner.

15. Attorneys' Fees. The Party prevailing in any litigation concerning this Agreement shall be entitled to an award by the court of reasonable attorneys' fees and litigation costs. If the City is the prevailing party, then this Section shall apply whether the City is represented in the litigation by the designated City Attorney or by outside counsel.

16. Severability. If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.

17. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which shall collectively constitute this same Agreement.

18. Integration and Modification. This Agreement sets forth the Parties' entire understanding and agreement regarding the matters addressed herein. This Agreement supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by written agreement signed by both Parties.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth on this Agreement.

City of Woodland

By: ___________________________
Ken Hiatt, City Manager

Dated: __________, 2022

Approved as to Form

Woodland City Attorney

By: ___________________________
Ethan Walsh, City Attorney

Owner:

E Kronick 2012 GST Trust Etal dated 12-12-12

By: ___________________________
Benjamin J. Kronick, trustee
Dated: __________, 2022

By: ___________________________
John L. Kronick, trustee

Dated: __________, 2022

Attachments:
Exhibit A: Conditional Use Permit Conditions of Approval
Exhibit B: Phasing Plan

EXHIBIT A

[CONDITIONAL USE PERMIT]

EXHIBIT B

[INSERT PLANS SHOWING PHASING]

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: F.9
SUBJECT: 3-Year Contract with the Woodland Joint Unified School District for School Resource Officer Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the Police Chief to execute a 3-year contract with Woodland Joint Unified School District for School Resource Officer Services during the school year.

Staff Contact:

Derrek Kaff, Police Chief, 530-661-7865, Derrek.Kaff@cityofwoodland.org

Fiscal Impact:

The Woodland Joint Unified School District pays the following amount for 10 months during each contract year. The amount covers the personnel cost of one full-time top step Police Officer. The contract allows for an increase of up to 6% for Year 2 and 3 to cover salary increases specified in the City's MOU with the Woodland Police Officers and projected increases in health care costs.

FY23 Billing

Monthly Cost	# Months	Total	Comment
$ 15,445.67	4	$ 61,782.67	Billing for Sep-Dec 2022
$ 15,600.12	6	$ 93,600.75	Billing for Jan-June 2023
$ 15,600.12	**11**	**$ 155,383.42**	**Total Contract Cost**

The remaining balance of the personnel costs associated with the two full-time School Resource Officers is already included in the department's approved annual budget. There is no additional fiscal impact with this contract.

Background:

The City and the Woodland Joint Unified School District (District) agree that School Resource Officers (SROs) provide an invaluable service to students and the community as a whole. Historically, there have been two full time School Resource Officers with the associated costs split between the City and the District. With the passage of Measure J and now Measure R, the City added a third SRO dedicated to the implementation of the Gang Resistance Education And Training (G.R.E.A.T.) program. SRO services include the following:

1. SROs work in partnership with the District and school administrators to create safe and healthy learning environments for students and staff.
    - SROs promote safety and security on campuses throughout the district by providing guidance, workshops and information to students, parents and staff.
    - SROs participate in meetings that support maintaining a safe school environment through building emergency response protocols, understanding current trends in the community and establishing plans that are preventative in nature.

2. SROs partner with students and staff to implement Positive Behavior Intervention Support programs and Restorative Practices.
    - SROs work with the District to ensure Restorative Practices are primarily used to address bullying and/or other negative behaviors that compromise the physical and mental safety of members throughout the WJUSD community.
    - SROs build positive relationships with students, staff and community members, resulting in a reduction in the number of school-based arrests and disciplinary infractions throughout the City of Woodland.
3. SROs partner with district staff to support student attendance and engagement, with special focus on assisting students who are chronically absent. SROs build and maintain healthy relationships with students, families and staff through mentorship, connections to necessary resources and other interventions that facilitate an improved student attendance and participation in their educational experience.

The contract specifies performance measures to ensure expectations are met. The Police Department provides all the appropriate training for the SROs to execute these services well.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the Police Chief to execute a 3-year contract with Woodland Joint Unified School District for School Resource Officer Services during the school year.

Ken Hiatt
City Manager

Attachments:
1. Resolution - SRO Contract 2022-10-18
2. WJUSD SRO CONTRACT 2022-2025 2022-10-18

RESOLUTION NO. _______
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE POLICE CHIEF TO EXECUTE A 3-YEAR CONTRACT WITH THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES

WHEREAS, the City of Woodland (City) through its Police Department desires to promote cooperation and mutual understanding with the Woodland Unified School District (District); and

WHEREAS, the District desires the services of School Resource Officers on the District's school campuses; and

WHEREAS, the District aims to improve the conditions of Health and Safety, the implementation of Restorative Practices, and to re-engage students to the school setting by securing the services of a School Resources Officer; and

WHEREAS, in furtherance of their respective goals, the City and District desire to enter into a 3-year contract whereby the City through its Police Department will provide a School Resource Officer on the District's school campuses; and

WHEREAS, the annual contact amount covers the personnel cost of one full-time top step School Resource Officer for 10 months; and

WHEREAS, the contract cost in Year 2 and Year 3 will increase by 6% to cover the cost of salary increase specified in the employee MOU and projected increases in health care benefits.

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

SECTION 1. That the City Council hereby authorizes the Police Chief to execute a 3-year contract with Woodland Joint Unified School District for School Resource Officer Services during the school year.

PASSED AND ADOPTED by the City Council this 18th day of October 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST: **APPROVED AS TO FORM:**

____
Ana B. Gonzales, City Clerk

____
Ethan Walsh, City Attorney

AGREEMENT
FOR THE PROVISION OF SCHOOL RESOURCE OFFICER
BETWEEN
CITY OF WOODLAND
AND
WOODLAND JOINT UNIFIED SCHOOL DISTRICT

This Agreement for the Provision of School Resource Officer (the "Agreement") is made and entered into this 1st day of September 2022, by and between the City of Woodland, hereinafter referred to a "City", and the Woodland Joint Unified School District, hereinafter referred to as "District". The City and the District may be referred to in this Agreement as "Party" or "Parties" as the context may require.

RECITALS

- WHEREAS, the City desires to promote cooperation and mutual understanding through its Police Department; and
- WHEREAS, the District desires the services of the school resource officers on the District's school campuses; and
- WHEREAS, the District aims to improve the conditions of Health and Safety, the implementation of Restorative Practices, and to re-engage students to the school setting; and

TERMS

NOW, THEREFORE, be it agreed as follows:

1. **School Resource Officers will work in partnership with District and site administrators to create safe and healthy learning environments for students and staff.**
    a. School Resource Officers will promote safety and security on campuses throughout the district by providing guidance, workshops and information to students, parents and staff. The effectiveness of these services will be measured monthly, by the number of individuals that participate in group and individual workshops and/or interventions promoting safe behaviors. Actions to support this goal include:
        i. Provide students, parents and staff workshops and presentations on topics including:

1. Technology Safety/Social Media Safety
2. Domestic Violence
3. Dating Violence
4. Suicide Prevention
5. Traffic Safety
6. Bullying prevention
7. Human trafficking
8. Signs of substance abuse in students
9. Community resources available to support families
10. Additional topics as related to needs associated with current trends demonstrated throughout the community.

ii. Develop and deliver intervention, skill-development, and healthy-lifestyle programs for elementary, middle, and high school students on topics including:
   1. Gang Resistance Education and Training (G.R.E.A.T.) for all 4th and 7th grade students.
      a. In the 7th grade program curriculum includes a "Social Give Back", which is a community project designed to promote citizenship.
   2. Anti-tobacco education addresses not only cigarettes, but also e-cigarettes, vapes, cigars, hookahs, and other such products on campus and in the community.

iii. Partner with District staff to provide support and appropriate referrals for victims of abuse and trafficking.

iv. In partnership with school administrators, conduct home visits and welfare checks to:
   1. Make contact with parents and at-risk students who are identified as not engaged in school to provide assistance to those families.
   2. Make contact and offer support and resources to families dealing with:
      a. Domestic violence
      b. Suicide Threats
      c. Mental Health
      d. Unfulfilled basic needs

b. School Resource Officers will participate in meetings that will support maintaining a safe school environment through building emergency response protocols, understanding current trends in the community, and establishing plans that are preventative in nature. Actions to support this goal may include:
   i. Respond swiftly to major disruptions and flagrant criminal offenses throughout the Woodland Joint Unified School District.

ii. Partner with District staff during and after events that necessitate criminal investigations.
iii. Provide annual ALICE Training (Active Shooter Response Training) for District staff members.
iv. Work with school administrators to review and update the School Emergency Management Plan and give input on Comprehensive School Safety Plans.
v. Train Campus Supervisors on a variety of topics (i.e. gang awareness, tobacco awareness, active supervision, etc.) annually and as needed throughout the year.
vi. Provide additional law enforcement personnel and resources to assist with large public events on school campuses such as athletic events, dances, and community functions.
vii. Meet with principals regularly to exchange information gathered from parents, community members, and social media relating to the safety and well-being of students and the school community.
viii. Serve as a consultant in improving the effectiveness in implementing emergency drills in conjunction with other local agencies.

2. **School Resource Officers will partner with students and staff to implement Positive Behavior Intervention Support programs and Restorative Practices.**
   a. School Resource Officers will work with WJUSD to ensure Restorative Practices are primarily used to address bullying and/or other negative behaviors that compromise the physical and mental safety of members throughout the WJUSD community. Success of these efforts will be measured by the monthly reports of educational and penal code violations of WJUSD students. Actions to support this goal may include:

      i. In cooperation with school administrators, address concerns from students, families, staff, and community associated with bullying by other students.
      ii. In cooperation with school administrators, address student behavior concerns at the lowest level of intervention appropriate.
      iii. In cooperation with school administrators, counselors, social workers, and school staff, participate in Restorative Practices to facilitate student discussion and conflict resolution when appropriate.
      iv. Connect victims and friends of victims of violence to the appropriate resources.
      v. Refer students to Yolo Conflict Resolution Center (YCRC) for students who violate Educational Codes associated with drug use/possession, truancy, crimes, etc...
         1. YCRC is a Yolo County Restorative Justice program designed to provide intervention to students struggling to make positive choices. YCRC is a

community effort (including SRO participation) designed to speak to youth about their choices and provide guidance, with the hopes of preventing penal code violations, resulting in life changing consequences.

2. SRO's will use their discretion to use YCRC in lieu of an arrest, a pre-arrest diversion program, to keep youth away from criminal justice system involvement in cases where it is appropriate.

b. School Resource Officers will build positive relationships with students, staff, and community members, resulting in a reduction in the number of school-based arrest and disciplinary infractions throughout the city of Woodland. Measurement of success will be inclusive of student participation in community outreach efforts designed to build supportive and trusting relationships with students. Actions to support this goal may include:

   i. Participate in schools' Positive Behavior Intervention Support (PBIS) Program. This may include:
      1. Provide incentives, i.e. stickers, snacks, lunch with SRO, etc.
      2. Make a SRO available to serve as a mentor and role model for students.
      3. Arrange for guest speakers to visit science classes i.e. Crime Scene Investigator, Coroner, Detective.
      4. Participate in school functions like rallies, games, lunch time assemblies, etc.
      5. Participate in PBIS staff development and site meetings.

   ii. Participate in Back to School shopping and "Shop with a Cop" shopping spree with students during the winter break in partnership with other community agencies and service providers.

   iii. Coordinate the "Fill The Trunk" toy drive in December for students in the WJUSD community.

   iv. Coordinate and participate in the Annual 3x3 Middle School Basketball tournament between Woodland Police Officers and WJUSD students'/staff members and other charity games for various sports throughout the year..

   v. Participate in National Walk to School Day, providing information on safe routes for students to take when walking to school.

   vi. Coordinate and staff the Police Activity League (P.A.L.) After School and Summer Programs

   vii. Meet with school counselors and community mental health professionals to understand when and how at home issues may be motivating a student's disruptive behavior in order to assist school staff to ensure effective and supportive responses.

viii. Conduct home visits. (See Goal 1 A iv.)

ix. In partnership with site administration provide a re-entry orientation for students who are returning from expulsion and or other extended removals from campus due to educational code violations. The purpose being to help the students feel welcomed and to help them understand what is expected of them.

x. Participate in District staff development opportunities related to student engagement, family involvement, youth development, social emotional learning, anti-bias education, etc..

3. School Resource Officers will partner with district staff to support student attendance and engagement, with special focus on assisting students who are chronically absent.

a. School Resource Officers will build and maintain healthy relationships with students, families and staff through providing mentorship, connections to necessary resources, and other interventions that facilitate an improved student attendance and participation in their educational experience. A measurement of success will be reflected in the reduction of chronic absenteeism, increase in graduation rates, and the implementation of other interventions that contribute to post-secondary success. Actions to support this goal may include:

i. Working to establish and maintain connections with students and families. (See Goal 2 Action Bi-Bx)

ii. Connect with students who are not attending school or participating in online learning. This may include:
1. Home visits (See Goal 1 A iv.)
2. Recruit for Police Cadet Explorer Program (Grades 9-12).
3. Recruit for Youth Academy (Grades 7-8).

iii. Partner with District staff, school administrators, social workers, and staff, and community service providers to connect students and families to available resources necessary to enable students to re-engage and improve their attendance.

iv. In cooperation with District staff and school administration, work to reduce student truancy and chronic absenteeism. This may include:
i. Conduct home visits. (See Goal 1 A iv.)
ii. Attend and participate in Student Study Team meetings, School Attendance Review Board (SARB) Hearings, Yolo Truancy Abatement Committee (Y-TAC) meetings, and District Attorney (DA) Mediation Meetings.

v. In cooperation with District staff, partner to help identify the outcomes of the identified interventions, as per tier 3 (see second figure of the SRO tiers of support (p.16).

4. **Agreement Logistics:**
   a. This agreement shall be effective as of September 1, 2022, and shall terminate June 30, 2025, unless the Parties earlier terminate this Agreement as provided herein or agree in writing to extend this Agreement. Either Party may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other Party.

   b. The City agrees to cover the cost of two trained officers in the field of law enforcement ("School Resource Officer") to the District for the Woodland Joint Unified School District (WJUSD). The District shall pay for all compensation costs of one additional School Resource Officer, resulting in three School Resource Officers, including, but not limited to all salary, overtime, and benefits costs. Such total compensation costs shall be based on actual City total compensation rates for the law enforcement officer classification from which each School Resource Officer is selected, not to exceed the classification of Police Officer at Step G of the City of Woodland's salary schedule. **(See Appendix B)**
      i. The City shall provide the District an estimate of the SROs salary for the September to June period at the start of each school year and then bill the District in arrears on a semi-annual basis in January and June of each year.
      ii. Payment(s) shall be made to the City within thirty (30) days following receipt of accurate invoice. Payment not to exceed $155,384 for the first year, and allow for up to 6% increase in payment for each year associated with COLA (Cost of Living Adjustments) reflected in the City's salary schedule and increase health care benefits.

   c. The precise responsibilities of the School Resource Officer shall be mutually agreed upon between the District's designated representative and the City's designated Police Department representative. The School Resource Officer shall be evaluated by their immediate City Police Department supervisor according to The City's evaluation timeline and protocols, with input from the District's designated representative. The School Resource Officer shall fall under the direct supervision of the Woodland Police Department at all times. The School Resource Officer will be supervised by a sworn officer on duty during the officer' shift.

   d. Information sharing is critical for the success for this agreement. Unless barred by specific statute including without limitation the Family Educational Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996, the California Public Records Act of 1996, the California Public Records Act, or other state and federal privacy laws, both the City and District will freely and proactively share all pertinent information.

i. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a court order, or by written authorization of the parent/guardian.
ii. The City supervisors and SROs will comply with policies of the District relative to release of student information.
iii. All records, files, and supporting data accumulated and/or prepared by the City in the course of performance of this Agreement shall be and remain the property of the District. All records shall be maintained and permanently stored on District premises. The City may not reproduce and/or use the data for any purpose without District approval.
iv. Meet with site principal on a regular basis to communicate contacts made with pupils, families, staff, and community members.
v. Provide a monthly report of SRO activity to measure program effectiveness. **(See Appendix A)**

e. It is the expectation that SROs will be readily identifiable as Police Officers. During regular duty on campuses, they may wear a uniform and appropriate safety equipment, to include sidearm, as prescribed by the City uniform manual. For activities and occasions for which a uniform would not be appropriate, the supervisors and SROs may wear a modified uniform or other apparel all approved by his/her division commander in consultation with the District representative(s).

f. The District may terminate this Agreement by giving thirty (30) calendar days' written notice to the City. In the event the District elects to terminate the Agreement without cause, it shall pay the City for services rendered to such date.
   i. If either the District or City fail to perform any of its obligations under this Agreement, within the time and in the manner provided or otherwise violates any of the terms of this Agreement, either party may terminate this Agreement by giving seven (7) days written notice of such termination, stating the reason for such termination. In such an event, the City shall be entitled to receive payment for all services satisfactorily rendered to such date.

g. The City and District recognize the importance of ongoing professional development. As professionals and the quality of The City's training requirements are essential to continued growth and development as professionals. The City has identified a list of training SRO's have participated in leading up to their role as professionals. **(Appendix C)**

i. The City of Woodland Police Department shall provide a list of training SRO officers have participated throughout the month and identify whether the training was provided by The City or The District.
ii. School Resource Officers will attend District workshops and trainings associated with topics such as implicit bias, restorative justice practices, equity and access, and cultural awareness/sensitivity.

h. If the regularly assigned School Resource Officer is unavailable, the City will make every reasonable effort to provide coverage for assignments requiring coverage, when possible.
   1. No more than one SRO to be on paid vacation during the days in which the students are present on campus.

i. The City in collaboration with the District shall have the power to assign and remove an individual from the position of SRO. The City, in its sole discretion, shall have the power and authority to discharge and discipline of SROs.
   i. As employees of the City, the SROs shall follow the chain of command, reporting first to the assigned SRO supervisor.

j. The City will make available City police motor vehicles to the School Resource Officer for the performance of the services to be rendered under this Agreement.
   i. Only the Associate Superintendent of Business Services may authorize extra (an/or changed) work. The parties expressly recognize that the District and school personnel are without authorization to either order extra (an/or changed) work or waive contract requirements. Failure of the City to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the City thereafter shall be entitled to no compensation whatsoever for the performance of such work.
      1. A planning meeting will be held at the beginning of the school year to identify which events will require additional SRO coverage throughout the year.
      2. Community and school climate will also necessitate adjustments to initial anticipated coverage for evening events.
      3. All plans and adjustments to plans will require input and an agreement from both parties within this Agreement.
   ii. The City further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by the City

without the express and prior written authorization of the Assistant Superintendent of Business Services.

k. The City shall be responsible for carrying its own workers' compensation insurance. The District shall not withhold or set aside state or federal income tax, FICA taxes, unemployment insurance, disability insurance, or any other federal or state taxes or payments whatsoever. IRS regulations require the District to report all payments to individuals for consultant services. The City shall be responsible for collection and payment of any and all sales and/or use taxes. It shall be the sole responsibility of the City to account for all of the above and the City agrees to hold the District harmless for all liability for these taxes.

l. As an independent contractor, it shall be the sole responsibility of the City to obtain any needed business licenses or permits to conduct business under this Agreement.

m. The Parties hereto agree that the School Resource Officer partnership outcomes shall be reviewed and evaluated annually in May during the term of the Agreement. Said evaluation shall be made by District representative(s), School Resource Officer(s), and City Police Department representative(s).
    i. Program evaluation will be inclusive of identified goals within the Agreement, supported by monthly data reports, as well as positive progress on the agreed upon outcomes.

n. During the term of this Agreement, the District shall defend, indemnify, and hold harmless the City, its elected officials, officers, agents, and employees from and against any and all claims, demands, judgements or liabilities arising from any and all alleged acts or omissions of the District and its elected officials, officers, agents, and employees from and against any and all claims, demands, judgments or liabilities arising from any and all alleged acts or omissions of the City and its elected officials, officers, agenda, and employees during those times when said elected officials, officers, agents, and employees are acting pursuant to the terms of this Agreement.

o. During the term of this Agreement, the City shall defend, indemnify, and hold harmless the District, its elected officials, officers, agents, and employees from and against any and all claims, demands, judgements or liabilities arising from any and all alleged acts or omissions of the City and its elected officials, officers, agents, and employees from and against any and all claims, demands, judgments or liabilities arising from any and all alleged acts or omissions of the District and its elected officials, officers, agenda, and employees during those times when said elected officials, officers, agents, and employees are acting pursuant to the terms of this Agreement.

p. 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.

q. As the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, not strictly for or against any Party, and under the laws of the State of California.

r. The Parties warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement warrants that he or she has the legal power, right, and authority to make this Agreement and bind himself or his or her respective Party.

s. Except as otherwise provided herein, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained herein shall ever be construed to create an association, trust or partnership or impose a trust or partnership duty, obligation or liability on or with regard to any of the Parties. Each Party shall be individually responsible for its own obligations as herein provided.

t. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties.

u. No waiver of a breach, failure of any condition or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, or right or remedy, whether or not similar, nor will any waiver constitute a continuing warier unless the writing so specifies.

v. Any provision of this Agreement that is declared invalid by a court of competent jurisdiction shall be considered separable and inapplicable and will not affect any other provision or provisions of this agreement.

w. This Agreement will ensure to the benefit of and be binding on the successors and assigns of City and District.

x. This Agreement may be executed in counterparts each of which shall constitute an original.

WOODLAND POLICE DEPARTMENT

By: ____ Date: __________

Chief of Police, Derrek Kaff

Address: Woodland Police Department 1000 Lincoln Ave. Woodland, CA 95695

EIN/SSN: on file / Please attach a W-9

Budget Line(s): 01-540-000-0000-0-0000-8300-5100-0000

____

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

By: ____ Date: __________

Director, Student Services

By: ____ Date: __________

Associate Superintendent or Designee, Educational Services

By: ____ Date: __________

Assistant Superintendent or Designee, Human Resources

Check One:

- ❑ Certification of Fingerprinting Attached
- ❑ Certification of Fingerprinting Waived- Continually under supervision of Woodland Joint Unified School District employee(s) and/or has only limited contact with pupils.

By: ____ Date: __________

Associate Superintendent or Designee, Business Services

CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATOR IN CHARGE OF THE FOLLOWING SERVICES:

I. Identification of Parties

A. I, Chief Derrek Kaff , am an authorized representative of the City of Woodland Police Department. My entity is seeking to contract with the Woodland Joint Unified School District to provide the services of SROs to the District, and I am aware of the requirements of Education Code section 45125.1.

II. Certifications

I make the following certifications, under penalty of perjury:

A. I shall not begin to provide services to the District nor shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code sections 11972.7(c) and 667.5(c). (Education Code 45125.1(e) and 451221.1(c).

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code 45125.1(e), (f) and (g).)

C. I have attached a list of names of my employees or independent contractors who may come in contact with pupils to this certification form.

I declare under penalty of perjury that under the laws of the State of California that the information provided above is true and correct. Executed this _________ day of _________________, at Woodland, California.

Signature: ______________________________

Chief of Police, Derrek Kaff

APPENDIX A

2021 SRO First Quarter Report

Quarterly School Resource Officer (SRO) Report - November 2021- January 2022

- From November 2021 through January 2022, our SRO's have made just over 680 contacts with students, staff, and families within the WJUSD Community.
- **A summary of the focuses and a few highlights for each month are as follows:**
  - **November**
    - **TIER 1**
      - November was a busy month for the SRO's as the first semester GREAT courses concluded. The SRO's taught 33 classes and prepared for the elementary school GREAT graduations. One of the most significant moments came from three 7th grade GREAT classes and their lessons on community and participation in a community service project. The students came up with many ideas and chose a project to highlight the importance of mental health. The students made 50 posters and social media posts highlighting mental health services available to teens in Yolo County. The teens recognized the problem on campus, wanted to be the change, and made beautiful posters encouraging their peers not to give up. Our SRO's also provided support at the School Board meetings. As always - our SRO's are responding to requests from our administrators for support, 71 of those requests were noted during this short month.
    - **TIER 2**
      - The Christmas Fill the Trunk drive started with the first event on November 28th. In conjunction with the Police Activities League, this event is a significant time commitment for the SRO's as they organize gift-giving for over 300 children in need. Our SRO's supported our truancy outreach by conducting 15 truancy home visits.
    - **TIER 3**
      - Our SRO conducted a welfare check on a foster student new to the district. The student has a troubled past and needs positive influences. The SRO put the guardian and juvenile in contact with the Jr. Wolves organization, and a scholarship is being sought. Additionally, one of our SRO's worked with a recent graduate on her career and educational path. The former student wants to pursue a career in Law Enforcement. Guidance was provided on various options, including a degree path, attending the police academy, work experience, volunteer options, and direction for the introductory police exam.

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Quarterly SRO Report - November 2021- January 2022

- **December**
  - **TIER 1**
    - Our SRO's spoke at Woodland High's Administration of Justice class on the dangers associated with marijuana use by teens. The presentation was recorded and will be used in a production to share with other students. This month our SRO's were able to support our site admin with 61 admin support requests.
  - **TIER 2**
    - Fill the Trunk coordination required hundreds of phone calls and emails. The distribution event occurred at Velocity Island Waterpark. Students and families were treated to a decorated event, hot chocolate, and snow. 1500 gifts were distributed to 360 students at the event, helping 208 families. After the distribution event, our SRO, Rosie Caraveo, and the Yolo County Sheriff's Department delivered the remaining gifts to students in rural communities in need.
  - **TIER 3**
    - Our SRO received a call from a recently divorced mother who was having difficulty with her son who attended elementary school. Before the divorce, the mother suffered physical and verbal abuse, which traumatized her children. As a result of the trauma, the son displayed erratic behavior, refused to attend school, and was abusive to the mother and sibling. Our SRO connected the student with site admin and explained some of the hardships to the principal, together they developed several educational plans. The SRO continues to check in both in-person and over the phone regularly. The mother noted an improvement in her son. He is attending school and receiving counseling. We did see an uptake with mental health needs this month - our SRO's conducted 3 sucide threat assessments.

2

Quarterly SRO Report - November 2021- January 2022

- **January**
  - **TIER 1**
    - Our SRO's worked with Mr. Hernandez at Woodland High and the Time of Change organization on a new curriculum to engage students in the legislative process. The curriculum will include trips to the State Capitol and meetings with elected or appointed officials. The program's focus will be on laws associated with the criminal justice field. The SRO's are also working with school sites to coordinate the second semester of GREAT classes.
  - **TIER 2**
    - During January, the SRO's made approximately 940 consent contacts with students. They also conducted 11 home visits. The reasons for the home visits included concerns of abuse, and mental health welfare checks. Continued support with truancy and home visits as 13 of those occurred over the month with an additional 46 contacts made to parents.
  - **TIER 3**
    - Our SRO assisted a student with an assault that happened over winter break. In addition to the support with identifying and citing the suspects, our SRO assisted the student in connecting the them to Empower Yolo services and a direct phone call with an advocate. Our SRO has continued weekly check ins with the student. 4 threat assessments for mental health were supported by our SRO's this month along with 4 additional referrals for students to agencies for outside of school support.

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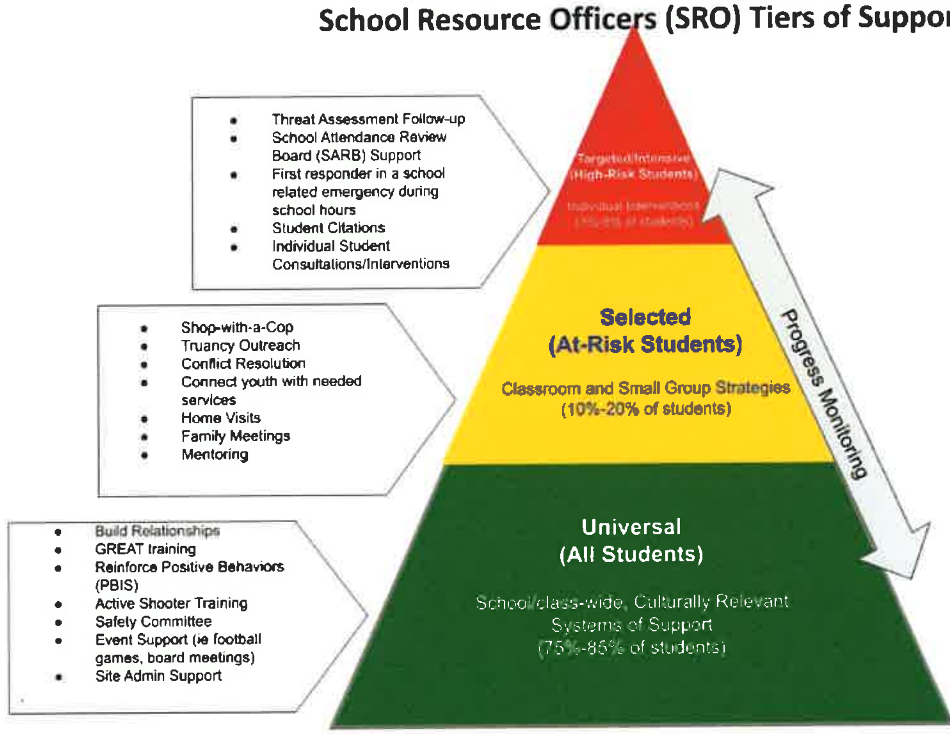
Monthly Totals

	November Totals	December Totals	January Totals
Mentoring, Coaching	**76**	**96**	**84**
Fighting	11	26	18
Gang Activity	0	1	1
Drugs / Alcohol	3	1	3
Tobacco/Vape	1	1	1
Truancy	15	5	13
Theft	4	0	1
Vandalism	0	3	0
Weapons	4	1	1
Parent Contact	38	58	46
Arrest / Citations	**2**	**9**	**4**
YCRC (no citation)	2	5	0
On Campus Citation	0	2	0
Off Campus Citation	0	1	0
On Campus Arrest	0	1	0
Off Campus Arrest	0	0	4
Other	**96**	**91**	**106**
Case #'s Pulled	1	4	7
Referral to agency	0	2	4
Parking / traffic	6	3	4
Field Interview Card	0	0	0
Game / Activity	5	1	3
Patrol Call For Service	8	13	10
Dist/Site Safety MTG	1	0	2
Staff MTG Partic.	0	2	0
Mental Hlth thrt asses	0	3	4
Home Visits	4	2	11
Admin Support Req	71	61	61
MOU DATA	**54**	**35**	**28**
YGRIP / YDN	0	1	0
TUPE Class Session	0	1	4
Great Presentations	33	21	18
PAL / Com. Outreach	21	11	4
Parent Educat. MTG	0	0	0
SARB / DA Mediation	0	1	2

4

School Resource Officers (SRO) Tiers of Support



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APPENDIX B

The City of Woodland Police Department

School Resource Officer (SRO) Monthly Activity													
	August	September	October	November	December	January	February	March	April	May	June	Total Number of Contacts
Mentoring, Coaching, Counseling												
Fighting												
Gang Activity												
Drugs/Alcohol												
Tobacco/Vape												
Truancy												
Theft												
Vandalism												
Weapons												
Parent Contact												
Arrest/Citations												
YCRC Referrals (no citation - restorative practice)												
On Campus Citations												
Off Campus Citations												
Arrest On Campus												
Arrest Off Campus												
Other												
Case #'s Pulled												
Referrals to Agencies												
Parking/ Traffic												
Field Interview Cards												
Game/ Activity												
Patrol Call For Service												
District/Site Safety Planning												
Staff Meeting Partic.												
Mental Health Threat Assessments												
Home Visits												
Admin Call for Support												
Student Unlawful Behavior												
Bullying Investigation												
Parent Support												
Community Support												
Other												
Community Partnership Activity												
YGRIP / Youth Development Network												
TUPE class session												
GREAT Presentations												
PAL (Shop with a Cop for Back to School, Fill the Trunk, Toy Drive, Jr. Giants Baseball)												
Parent Education Nights												
SARB/DA Mediation												

CITY OF WOODLAND - SALARY SCHEDULE
Effective July 1, 2022
REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

Park Maintenance Worker I	35	GS	$3,520.57	$3,696.61	$3,881.43	$4,075.50	$4,279.28	$4,493.25		
Park Maintenance Worker II	39	GS	$3,886.05	$4,080.35	$4,284.38	$4,498.59	$4,723.52	$4,959.70		
Park Maintenance Worker III	43	GS	$4,289.47	$4,503.94	$4,729.15	$4,965.61	$5,213.89	$5,474.59		
Park Planner	132	MM	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28		
Park Superintendent	132	MM	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28		
Park Supervisor	51	GS	$5,226.32	$5,487.63	$5,762.01	$6,050.11	$6,352.61	$6,670.25		
Planning Manager	140	MM	$9,366.34	$9,834.65	$10,326.39	$10,842.70	$11,384.84	$11,954.08		
Police Captain	Base	PM	$11,445.75	$12,018.05	$12,618.95	$13,249.91	$13,912.39	$14,608.02	$15,338.42	$16,105.35
Police Chief	Contract		$15,233.94				$20,044.66			
Police Crime and Intelligence Analyst	Base	PS	$5,491.01	$5,765.57	$6,053.84	$6,356.53	$6,674.35			
Police Lieutenant	Base	PM	$10,413.80	$10,934.49	$11,481.22	$12,055.29	$12,658.06	$13,290.96	$13,955.51	$14,653.29
Police Officer	Base	P	$6,507.08	$6,832.43	$7,174.05	$7,532.76	$7,909.39	$8,304.86	$8,720.12	
Police Officer Recruit (Non-Safety)	Base		$5,856.37							
Police Records Manager	120	MM	$5,716.01	$6,001.80	$6,301.88	$6,616.98	$6,947.83	$7,295.23		
Police Records Specialist	Base	P	$3,801.66	$3,991.74	$4,191.34	$4,400.90	$4,620.96			
Police Records Supervisor	Base	PS	$5,150.93	$5,408.48	$5,678.89	$5,962.87	$6,261.02			
Police Sergeant	Base	PS	$7,527.24	$7,903.61	$8,298.79	$8,713.73	$9,149.42	$9,606.89	$10,087.24	$10,591.60
Pool and Recreation Facility Technician [illegible]	46	GS	$4,619.29	$4,850.26	$5,092.78	$5,347.42	$5,614.78	$5,895.52		
Pool Facility Technician	46	GS	$4,619.29	$4,850.26	$5,092.78	$5,347.42	$5,614.78	$5,895.52		
Principal Civil Engineer	141	MM	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94		
Principal Planner	136	MM	$8,485.44	$8,909.71	$9,355.20	$9,822.96	$10,314.10	$10,829.81		
Principal Utilities Civil Engineer	141	MM	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94		
Public Works Director	Contract		$11,305.55				$14,682.50			
Public Works O&M Infrastructure Admin	141	MM	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94		
Purchasing Manager	123	MM	$6,155.51	$6,463.28	$6,786.45	$7,125.77	$7,482.06	$7,856.16		
Recreation Coordinator	38	GS	$3,608.59	$3,789.02	$3,978.48	$4,177.41	$4,386.28	$4,605.60		
Recreation Superintendent	131	MM	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98		
Recreation Supervisor	50	GS	$5,098.84	$5,353.78	$5,621.46	$5,902.54	$6,197.67	$6,507.55		
Redev. & Housing Analyst I [illegible]	120	MM	$5,716.01	$6,001.81	$6,301.88	$6,616.98	$6,947.83	$7,295.23		
Redev. & Housing Analyst II [illegible]	124	MM	$6,309.40	$6,624.87	$6,956.11	$7,303.91	$7,669.12	$8,052.57		
Redevelopment Manager	136	MM	$8,485.44	$8,909.71	$9,355.20	$9,822.96	$10,314.10	$10,829.81		
Secretary to City Manager		C	$4,770.05	$5,008.56	$5,258.99	$5,521.94	$5,798.03	$6,087.94		
Senior Accountant	125	MM	$6,467.13	$6,790.49	$7,130.01	$7,486.52	$7,860.84	$8,253.88		
Senior Application Analyst	132	MM	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28		
Senior Associate Civil Engineer	134	MM	$8,076.57	$8,480.39	$8,904.42	$9,349.63	$9,817.12	$10,307.98		
Senior Building Inspector	57	GS	$6,060.92	$6,363.97	$6,682.16	$7,016.26	$7,367.08	$7,735.44		
Senior Building Plans Examiner	58	GS	$6,212.44	$6,523.06	$6,849.21	$7,191.68	$7,551.26	$7,928.83		
Senior Center Manager	120	MM	$5,716.01	$6,001.81	$6,301.88	$6,616.98	$6,947.83	$7,295.23		
Senior Civil Engineer	138	MM	$8,915.01	$9,360.76	$9,828.80	$10,320.23	$10,836.25	$11,378.07		
Senior Construction Project Manager	131	MM	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98		
Senior Engineering Assistant	58	GS	$6,212.44	$6,523.06	$6,849.21	$7,191.68	$7,551.26	$7,928.83		
Senior Equipment Mechanic	50	GS	$5,098.84	$5,353.78	$5,621.46	$5,902.54	$6,197.67	$6,507.55		
Senior Human Resources Analyst		C	$7,362.84	$7,730.98	$8,117.53	$8,523.40	$8,949.57	$9,397.05		
Senior Maintenance Worker	47	GS	$4,734.78	$4,971.52	$5,220.10	$5,481.10	$5,755.16	$6,042.92		

APPENDIX C

School Resource Officer Training

Implicit Bias Training

In August and September 2020, the entire department including SRO/s received Implicit Bias and Racial Profiling Traning. The courses were designed to teach officers not only what bias based policing is, but how to recognize it in themselves. It gave the officers the opportunity to take an introspective look at themselves to see where they stand in regards to bias, stereotypes, prejudices and discrimintation. It helps officers keep their bias in check to ensure they don't impact the services that they provide to the community and relationships with each other.

Further, it helps them understand the critical importance of remaining fair and impartial in their discretion and decisions while on the job.

SRO Training Includes:

- 40 Hour SRO School
- 32 Hour Crisis Intervention / Mental Health Training
- First Aid and CPR - biannually
- De-escalation Training
- Domestic Violence
- Active Shooter
- G.R.E.A.T. Certification
- Racial Profiling Training

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: G.10
SUBJECT: Authorization of Master Equipment Lease-Purchase Agreement with Community Leasing Partners

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Master Equipment Lease-Purchase Agreement with Community Leasing Partners for the lease of three fire apparatus, for a ten year term, in an amount not to exceed $4,517,923.17 in principal costs.

Staff Contact:
Eric Zane, Fire Chief- (530) 661-5861, eric.zane@cityofwoodland.org

Fiscal Impact:
The total principal amount of the lease is currently estimated at an amount not to exceed $4,517,923.17. The lease will be amortized over a ten-year period (which is the same as the frontline life of the equipment being leased), with an interest rate of 3.59%. The annual lease payment will be approximately $542,872.56, will begin one year from execution of the lease, and will be paid from the General Fund. This lease payment has been included in the General Fund long-term forecast at an estimated cost of $471,234 based on the best information at the time. The annual lease will be an increase of $71,638 over staff's estimated costs.

Background:
The Apparatus Needing Replacement:
This is a replacement of apparatus leased-purchased in 2002 and 2004 which have reached the end of their useful life and have deteriorated significantly. The apparatus spends a large portion of their time being serviced and repaired in the shop and are frequently unavailable for use. Those repairs are consistently costing more than the apparatus are worth upon decommission and sale. This is a very common scenario, and the reason why apparatus are typically decommissioned after 20 years of service. Age, mileage, service, condition, and reliability all play a factor in the decision to decommission, as does cost of repairs in relation to apparatus value. The apparatus being replaced include two (2) type-1 fire engines (structural), and one (1) 75' aerial ladder truck. As a result of the three apparatus being decommissioned, three (3) of our current frontline apparatus that were purchased in 2013 will be over 10 years old at the time the new apparatus arrive, and will rotate into reserve status for the next 10 years. Once those apparatus reach 20 years of service, they too will be decommissioned in 2034.

Manufacturing Delays and Inflationary Price Adjustments:
Apparatus manufacturers across the United States are not immune to the supply chain issues, costs of raw materials to build fire apparatus, and labor shortages. Apparatus manufacturers have all indicated that they have a 24 to 30-month lead time from the time they enter into a contract until the apparatus is delivered. When we were made aware of this extensive lead time, we began having conversations with the Finance Staff and the City Manager to determine if we could enter into a lease-purchase agreement ahead of our normal replacement timeline, as we are at or near the 20 year decommission period.

In July of 2022, the Woodland Fire Department was made aware of a 6% price adjustment that will take effect on November 1st of this year, along with an additional 4% increase on January 1st of 2023. Fire Department staff have expedited the bid process in order to provide the opportunity to avoid an additional $271,075 on

November 1st, followed by an additional $191,559 on January 1st 2023. Although these increases are specific to our apparatus manufacture, other apparatus manufacturers have indicated similar or matching increases. In addition to the inflationary costs, the Fire Department was able to lock our current interest rate at 3.59% with Community Leasing Partners. Community Leasing Partners have indicated that rates past the end of October will be at a minimum 1% higher than our current locked rate. Amortized over 10 years, 1% would result in an additional $230,000 in interest accrued.

Replacement Apparatus:
The leased equipment proposed is one (1) 107' Velocity Ascendant Tractor Drawn Aerial Truck and two (2) Pierce Velocity 2000 gallons per minute (GPM) Pumpers. The estimated total cost of the apparatus is $4,517,923.17. The two engines are virtually identical to the current frontline apparatus that were placed into service in 2014.

The ladder truck has been bid as a tractor drawn aerial (TDA), also known as a tiller truck. A tiller truck is driven from the front and rear, making the apparatus very nimble. As signaled in our comprehensive zoning plan update, the City is increasing residential density to address the housing crisis in our State. These zoning changes, along with alternate dwelling units (ADU's) increase the risk of heat and flame transfer from a home on fire, as density increases. A major concern is our limited ability to to apply water from an elevated position to suppress a wind-driven fire that could jump from house to house. With our current ladder truck, the aforementioned access issues are due to its large turning radius. Pre-existing alleys and narrow roadways associated with high-density housing tracts, as well as traffic calming devices such as round-abouts, make response with our current ladder truck less efficient. The Truck company often experiences delayed responses, and must utilize alternative routes to gain access to some neighborhoods. A tiller truck will net a 38% smaller turning radius than our current truck, making it more nimble than even our Type 1 engines. Transitioning to the tiller truck apparatus type adds $400,000 to the base price of the ladder truck.

Just as important as our operational concerns leading us to this change is our strong commitment to regionalization. The Woodland Fire Department staffs and operates one of three ladder trucks staffed in Yolo County. Both the City of West Sacramento and the UC-Davis Fire Department both operate tiller trucks, while the City of Davis is currently having a tiller truck built for their city. The Woodland Fire Department ladder truck is the closest staffed truck to all of the rural communities north and west of Woodland, including the Yocha Dehe Tribal Nation and the Cache Creek Casino and Resort, where we provide automatic aid for ladder truck responses on all structure fires. The Woodland Fire Department currently has an apparatus share agreement with the City of West Sacramento, UC-Davis Fire Department, and the Yocha Dehe Fire Department. This agreement allows us to borrow fire engines in times when more apparatus are out of service than we have to ensure proper coverage. The West Sacramento Fire Department maintains a reserve tiller truck, but because we do not currently possess the skills needed to operate a tiller truck, we have no ability to borrow their reserve truck. Over the past two years, there have been several occasions when the City of Woodland did not have a ladder truck in the City, as both the front line and reserve trucks were out of service. Moving to a tiller truck will provide the City of Woodland with more opportunities to share apparatus and better ensure our City remains appropriately protected.

Right Sizing Our Fleet:
With the addition of the tiller truck, the Fire Department will also decommission our 20-year-old Rescue. The Rescue is cross-staffed by personnel at Fire Station 3 and carries equipment mostly redundant to what is on the ladder truck, with the exception of specialty rescue equipment. Due to the additional compartment space on the tiller truck, the specialty rescue equipment can now be housed on the truck, further negating the need for the Rescue. If we were to replace the Rescue. Replacement estimates are in the $2,000,000 range. Two apparatus will leave the fleet when the tiller truck is placed into service, reducing our total fleet size by one (1) apparatus.

Off-Setting Costs:
Upon delivery of the new apparatus, the Fire Department, in coordination with Fleet Services, will sell the

decommissioned fire apparatus. Although we do not anticipate the apparatus having much residual value, the monies generated would be utilized to offset the lease-purchase costs of the new apparatus. Additionally, considering the ladder truck provides significant coverage to the Yocha Dehe Tribal Nation, the City will approach the Tribe's Doyuti T'uhkama (community fund) to ask for matching funds, offsetting the costs of the ladder truck. The Fire Department has already been in contact with Yocha Dehe staff who have indicated that requesting funds after the City already approves the purchase is seen as more favorable by the committee. Upon approval, staff will approach the Doyuti T'uhkama committee with a formal request for matching funds for the new ladder truck.

Alternate Response:
There has been much discussion over the need to create a response model that reduces wear and tear on our large and expensive fire apparatus. The Fire Department is currently taking steps to reduce responses to low-acuity calls for service, and upon arrival of our alternate response vehicle, we will begin utilizing the smaller vehicle for responses during periods of peak call volume. In addition to these changes, we look forward to implementing recommendations within the Fire Department Strategic Plan upon its completion this coming year.

Discussion:
The City Council previously approved a Vehicle Fleet Management Policy allowing for the lease purchase of vehicles with a long service life, minimum initial cost of $80,000 and/or situations where the City may benefit from alternative financing strategies. In many cases, a lease purchase makes financial sense and helps the City from a cash flow standpoint by avoiding a significant one-time expenditure of funds.

Fire and Finance staff evaluated both equipment purchase quotes as well as leasing terms through several various organizations. The proposed equipment purchase is for the apparatus to be built by Pierce Manufacturing, and for the financing of the lease to occur with Community Leasing Partners.

Once the lease is executed, Pierce can begin construction of the various apparatus; this process is currently estimated to take between 24-30 months, depending upon other orders that may be ahead of the City with Pierce. The lease would commence upon signing the contract with Pierce, and the first lease payment would be required one year following that date.

Sample lease documentation and purchase contracts are attached to this communication. Final documents are expected to be in a substantially similar format.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Master Equipment Lease-Purchase Agreement with Community Leasing Partners for the lease of three fire apparatus, for a ten year term, in an amount not to exceed $4,517,923.17 in principal costs.

Prepared by: Jeran Scruggs, Management Analyst

Reviewed by: Eric Zane, Fire Chief

Ana B. Gonzalez
City Clerk

Attachments:

1. Resolution Authorizing 2022 Lease Purchase Agreement - Fire Equipment
2. SAMPLE Municipal Standard 05-2022-c1
3. CLP Lease Proposal
4. Woodland PUMPER Purchase Contract - 01 Oct 22
5. Woodland Pumper Pricing Purchase 10-31-22
6. Woodland TILLER Purchase Contract - 01 Oct 22
7. Woodland Tiller Pricing Purchase 10-31-22

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAND
YOLO COUNTY, CALIFORNIA

RESOLUTION NO. _______

RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE PURCHASE AGREEMENT AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City of Woodland (the "City") desires to obtain new fire equipment and is proceeding to finance the acquisition of said fire equipment and related items (the "Property") as referenced in the Master Lease Purchase Agreement (defined below); and

WHEREAS, in order to finance the Property and related costs, the City has proposed to lease the Property from Community First National Bank (the "Lessor") pursuant to the terms of a Master Lease Purchase Agreement (the "Lease Purchase Agreement"), which includes the payment schedule attached thereto (the "Schedule"), each between the City, as lessee, and the Lessor; and

WHEREAS, the City has the option to purchase the Property in accordance with the terms of the Lease Purchase Agreement; and

WHEREAS, the City is authorized to enter into lease agreements for equipment pursuant to Sections 37350 and 37351 of the California Government Code; and

WHEREAS, the City Council has obtained from the private lender, Community First National Bank, good faith estimates of (a) the true interest cost of the financing authorized by this Resolution, (b) the sum of all fees and charges paid to third parties with respect to the financing, (c) the amount of proceeds of the financing expected to be received, where proceeds means the value of the Property to be received, net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the financing, and (d) the aggregate sum total of all rental payments (the "Rental Payments") made pursuant to the Lease Purchase Agreement calculated to the final term of the Lease Purchase Agreement, plus the fees and charges paid to third parties not paid with proceeds of the financing, and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, the City Council wishes at this time to authorize and approve all proceedings for the financing of the Property and related costs, the Lease Purchase Agreement, and all related documents and actions, in furtherance of the public purposes of the City.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Woodland as follows:

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Section 1. Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Authorized Officers. The City Manager, the Mayor, or either of their designee (each, an "Authorized Officer") are hereby each, acting alone, authorized and directed to execute and deliver the Lease Purchase Agreement, Schedule, and all related documents on behalf of the City (subject to making such changes to the Lease Purchase Agreement, Schedule, or any related documents as they deem necessary or appropriate). The Authorized Officers are further authorized and directed to consummate the transaction described herein, execute any documents or supplementary agreements necessary to secure possession, use, or ownership of the Property, and to approve any amendments necessary to carry out the provisions of this authorizing Resolution.

Section 3. Approval of Lease Financing Plan and Documents. The City Council hereby approves the lease financing plan outlined herein. To that end, the City Council hereby approves each of the following lease financing documents in substantially the respective forms as presented to the City Council at this meeting, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval.

- **Master Lease Purchase Agreement** between the City, as lessee, and the Lessor, whereby the City leases and/or purchases the Property to be financed under the terms thereof, and whereby the Lessor agrees to lease the Property to the City in consideration of the payment by the City of the Rental Payments; provided that (i) the total principal amount financed under the Lease Purchase Agreement shall not exceed $4,600,000, (ii) the term of the Lease Purchase Agreement shall not exceed 10 years, and (iii) the interest rate shall not exceed 5.00%.

- **Payment Schedule to Lease Purchase Agreement** between the City, as lessee, and the Lessor, whereby the Rental Payment dates and amounts due under the Lease Purchase Agreement are set forth for the Property.

- **Purchase Agreements** between the City and Golden State Fire Apparatus for the acquisition of one (1) 107' Velocity Ascendant Tractor Drawn Aerial Truck and two (2) Pierce Velocity 2000 gallon per minute (GPM) Pumpers.

An Authorized Officer is authorized and directed for and in the name and on behalf of the City to execute and attest the final form of each of the foregoing documents. The documents are hereby approved, subject to the adjustment by an Authorized Officer but not excess of the above limitations as to the lease term, interest rate, and total principal amount financed for the Property.

Section 4. Official Actions. The Authorized Officers are each authorized and directed in the name and on behalf of the City to make, execute, and deliver any and all assignments, certificates, requisitions, agreements, notices, consents, leases, tax certificates, IRS Form 8038-G, designations relating to bank qualification under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, escrow agreements, and other instruments of conveyance, warrants, and other documents (which may also be subject to approval as to form by the City Attorney), which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution.

Section 5. Effective Date. This Resolution shall take effect from and immediately after the date of its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland this 18th day of October, 2022, by the following vote:

AYES: _________

NOES: _________

ABSENT: _________

ABSTAIN: _________

____
Mayra Vega
Mayor

ATTEST:

____
Ana B. Gonzalez
City Clerk

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EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the financing authorized by this Resolution. Such good faith estimates have been provided to the City, based on market interest rates prevailing at the time of preparation of the Estimated Principal Amount, by Community First National Bank, the private lender (the "Lender").

Principal Amount. The Lender has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal component of the Rental Payments paid under the Lease Purchase Agreement is $4,517,923.17 (the "Estimated Principal Amount").

True Interest Cost. The Lender has informed the City that its good faith estimate of the true interest cost of the financing, which means the rate necessary to discount the amounts payable on the respective Rental Payment dates to the principal components of said Rental Payments is 3.594%.

Finance Charge. The Lender has informed the City that its good faith estimate of the finance charge for the financing, which means the sum of all fees and charges paid to third parties (or costs associated with the financing) (the "Finance Charge"), is $910,802.43.

Amount of Proceeds to be Received. The Lender has informed the City that its good faith estimate of the amount of proceeds, where proceeds is the value of the Property being delivered to the City, expected to be received by the City in connection with the financing, less the Finance Charge as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the financing, is $4,517,923.17.

Total Payment Amount. The Lender has informed the City that its good faith estimate of the total payment amount, which means the sum total of all Rental Payments made pursuant to the Lease Purchase Agreement, plus the Finance Charge as described above not paid with the proceeds of the financing, calculated to the final term of the Lease Purchase Agreement, is $5,428,725.60.

The foregoing estimates constitute good faith estimates only. The actual aggregate sum of principal components of the Rental Payments, the true interest cost thereof, the Finance Charge, the amount of proceeds received from the financing, and the total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of financing being different from the date assumed for purposes of such estimates, (b) the actual aggregate sum of the principal components of the Rental Payments being different from the Estimated Principal Amount, (c) the actual amortization of the Rental Payments being different than the amortization assumed for the purposes of such estimates, (d) the actual market interest rates at the time of financing differ from those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of the financing and the actual aggregate sum of the principal components of the Rental

Payments will be determined by the City based on market conditions and other factors. The actual interest rate may depend on market interest rates at the time of financing. The actual amortization of the Rental Payments may also depend, in part, on market interest rates at the time of financing. Market interest rates are affected by economic and other factors beyond the control of the City.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: <Legal Name of Lessee>

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of <CommencementDate>, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor'), and <Legal Name of Lessee>, <Business Line 1>, <Business City>, <Business State> <Business Postal Code> a body corporate and politic duly organized and existing under the laws of the State of <State Alpha> ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.

(e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

(h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.

(j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

(k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.

(l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.

(m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.

(p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.
"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.
"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.
"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.
“Escrow Agreement” means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.
"Lease" means, at any time, (i) if none of Lessor’s interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor’s interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor’s interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.
"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.
"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.
"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor’s interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor’s interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.
"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.
"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.
"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.
"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.
"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.
“State” means the state in which Lessee is located.
"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.
Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.
Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee’s expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.
Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
(b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
(c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
(d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.
Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.
Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The

Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;

(b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or

(c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor’s yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;

(e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and

(f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.

(b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor’s interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked “Counterpart No. 1,” which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. <Lease Number>

LESSEE:	**LESSOR:**
<Legal Name of Lessee>	Community First National Bank
<Signer 1>, <Signer 1 Title>	Blake Kaus, VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. <Equipment Schedule No>, Dated <Equipment Schedule Date>

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: <Lease Number>

LESSEE:	**LESSOR:**
<Legal Name of Lessee>	Community First National Bank
______________________________	______________________________
<Signer 1>, <Signer 1 Title>	Blake Kaus, VP

ATTACHMENT 1
EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, to Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

Lease Number: <Lease Number>

<Equipment>

Serial numbers provided on Attachment 1.1 upon delivery

With a total acquisition cost of <Acquisition Cost>; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: ____

LESSEE:
<Legal Name of Lessee>

____
<Signer 1>, <Signer 1 Title>

ATTACHMENT 2
PAYMENT SCHEDULE

RE: Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, to Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

Lease Number: <Lease Number>

MONTHLY PAYMENTS NEED ACH / ADVANCE PAYMENT VERBIAGE "DUE AT CLOSING"

LESSEE:
<Legal Name of Lessee>

____
<Signer 1>, <Signer 1 Title>

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, to Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **<Signer 3 Title>** of the above captioned Lessee do hereby certify this date ________________________, as follows:

(1) Lessee did, at a meeting of the governing body of the Lessee held on ________________, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. <Equipment Schedule No> (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

____

Authorized Signer: <Signer 1>, <Signer 1 Title>

(2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

(3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.

(5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.

(7) The fiscal year of Lessee is from ______________________ to _____________________.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

<Legal Name of Lessee>

Attested By:____

<Signer 2>, <Signer 2 Title>

Certified By:____

<Signer 3>, <Signer 3 Title>

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: <Legal Name of Lessee>

Ladies and Gentlemen:

As legal counsel to <Legal Name of Lessee> (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, and a certain Escrow Agreement dated as of <CommencementDate>, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

(1) Lessee's true and correct name is <Legal Name of Lessee>.
(2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
(3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
(4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
(5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
(6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
(7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
(8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
(9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
(10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
(11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, to Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
(3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
(5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
(6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
(7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
<Legal Name of Lessee>

____
<Signer 1>, <Signer 1 Title>

____
Date

**If delivery is not immediate, keep until final delivery.*

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, to Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

Lease Number: <Lease Number>

<Equipment>

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.

2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
<Legal Name of Lessee>

____
<Signer 1>, <Signer 1 Title>

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, to Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

Whereas, Lessee hereby represents it is a “Bank Qualified” Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A “Bank Qualified Issuer” is an issuer that issues less than $10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the “Code”), the Lessee hereby specifically designates the above referenced Schedule as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such “qualified tax-exempt obligations”.

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code) in an amount greater than $10,000,000.

LESSEE:
<Legal Name of Lessee>

____
<Signer 1>, <Signer 1 Title>

INSURANCE COVERAGE REQUIREMENTS

Lessee: <Legal Name of Lessee>

Please mark one of the following:

( ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **<Equipment> VIN#: <VIN1>**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ *$1,000,000.00 Aggregate Bodily Injury*
- ✓ *$1,000,000.00 Combined Single Limit per Occurrence*
- ✓ *Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.*

2. PHYSICAL DAMAGE

- ✓ *All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.*
- ✓ *Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.*

3. ENDORSEMENT

- ✓ *Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.*

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ *<Equipment> VIN# <VIN1> as outlined on Lease# <Lease Number>*
- ✓ *Replacement Value (GRC, ACV, etc.)*
- ✓ *Comprehensive and Collision Deductibles*

THE CERTIFICATE SHOULD BE
EMAILED TO <MY:Lessee Email> OR FAXED TO: 888.777.7875

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
<Legal Name of Lessee>

<Signer 1>, <Signer 1 Title>

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. <Equipment Schedule No>, dated <Equipment Schedule Date>, to Master Equipment Lease Purchase Agreement, dated as of <CommencementDate>, between Community First National Bank, as Lessor, and <Legal Name of Lessee>, as Lessee.

Lease Number: <Lease Number>

Equipment Description: <Equipment>

Please provide contact information for billing and invoicing purposes.

Person/Department: ______________________________

P.O. Box/Street: ______________________________

City, State, Zip: ______________________________

Telephone Number: ______________________________

Email Address: ______________________________

Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

September 30, 2022

Customer Name: **Woodland, CA**
Jeran Scruggs, Management Analyst

Equipment: Two Pierce Engines & One Pierce TDA
Sales Representative: Mark Paulsen @ Golden State Fire Apparatus
Delivery: Estimated 30-36 months

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	$ 4,716,636.35	Payment Frequency:	Annual
Down Payment:	$ -	First Payment:	August 1, 2023
Prepay Discount:	$ 198,713.18		
Amount Financed:	**$ 4,517,923.17**		

Term in Years:	10
Payment:	$542,872.56
Factor:	0.120160
Interest Rate:	3.59%

- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- Fixed interest rate for the terms provided unless otherwise stated.
- The quoted interest rate is valid for 14-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 14-day period. This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is non bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-888-777-7850.

Respectively,

Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), is made and entered into by and between Golden State Fire Apparatus Inc., a California corporation ("GSFA"), and CITY OF WOODLAND ("Customer").

1. Product Proposal. Prior to entering into this Agreement, GSFA and Customer entered into a product proposal (the "Proposal"), which is attached hereto as Exhibit A and incorporated herein by reference. All of the provisions, terms, and conditions contained in the Proposal are incorporated into this Agreement, and any capitalized terms used in this Agreement but not expressly defined in this Agreement shall have the meanings ascribed to them in the Proposal. The provisions contained in the body of this Agreement are intended to supplement the terms and conditions contained in the Proposal.

2. Definitions.

a. **"Product"** means the fire apparatus and any associated equipment listed on Exhibit A, attached hereto, and further described in the Specifications.
b. **"Specifications"** means the specifications for the Product, which are set forth in Exhibit B, attached hereto.
c. **"Delivery"** means the delivery of the Product to Customer by GSFA, as set forth in Section 9(a) of this Agreement.
d. **"Acceptance"** means Customer's receipt of the Product, subject to the inspection provisions contained in Section 9 of this Agreement.

3. Purpose. This Agreement sets forth the terms and conditions of GSFA's sale of the Product to the Customer.

4. Term of Agreement. This Agreement will become effective on the date it is signed by both Customer and GSFA ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon payment in full of the Purchase Price and Customer's Acceptance of the Product.

5. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the price shown on Exhibit A (the "Purchase Price") and pursuant to the payment terms set forth in Exhibit A.

6. Confirmation and Delivery Date. Within fourteen (14) days after the Effective Date, GSFA will provide Customer with a written confirmation (the "Confirmation Notice") of the order, a job order number, and the date on which GSFA will deliver the Product to Customer (the "Delivery Date") in accordance with Section 9 below.

7. Changes Required by New Standards. The Purchase Price shall be subject to increase in the event any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, issues new regulations which pertain to the Product. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations that would impact the product purchased. In the event of any such change in the regulations, GSFA shall send Customer an invoice for any change to the Purchase Price, which, to the extent practicable, shall itemize any such price increases. The invoice will specify a commercially reasonable date by which Customer must pay the increase in the Purchase Price, subject to Customer's right to terminate as set forth in Exhibit A.

8. Order Changes. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, a commercially reasonable date on which any increase in the Purchase Price must be paid, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price by the date specified in the Response.

9. Delivery, Inspection and Acceptance.

(a) Delivery. Delivery of the Product shall occur on or before the Delivery Date at the location listed in Exhibit A. Risk of loss shall pass to Customer upon Delivery. However, title to the Product shall only pass to Customer upon Delivery if Customer has then fully paid GSFA all amounts due hereunder. If Delivery occurs before Customer has fully paid all amounts due hereunder, Customer may not place the Product into service until all such amounts have been paid.

(b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("Notice of Nonconformance to Specifications"). Any Product not in substantial conformance to material Specifications shall be remedied by GSFA within thirty (30) days from the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of GSFA until Customer has fully paid GSFA all amounts due for the Product and Delivery has occurred. In the event Delivery has occurred but Customer does not make timely payment, GSFA may take back possession of the Product, wherever located.

11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

GSFA:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

Customer:

See Address in Exhibit A

12. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit C and made a part hereof. Any additional warranties must be expressly approved in writing by GSFA.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental or punitive damages incurred by Customer in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, contract, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise.

13. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature ("Damages") to the extent Damages arise out of Customer's negligent use, storage, or operation of the Product following Delivery, regardless of where, how, and by whom operated. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to constitute the exclusive remedy of the parties under this Agreement; the parties may seek indemnity from one another under other legal principals, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

14. Force Majeure. GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of California.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

18. Entire Agreement; Amendments. This Agreement, including its exhibits, is the exclusive agreement between the parties for the Product. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by GSFA's authorized representative.

Accepted and agreed to:

GSFA:

GOLDEN STATE FIRE APPARATUS INC.,
a California corporation

Name: ______________________

Title: ______________________

Dated: ______________________

CUSTOMER:

CITY OF WOODLAND

Name: ______________________

Title: ______________________

Dated: ______________________

5690.001-2537909.6

EXHIBIT A

PRODUCT PROPOSAL

(SEE ATTACHED “OPTION B WOODLAND PUMPER PRICING PURCHASE BETWEEN 10-1-22 AND 10-31-22” PAGES 1 TO 9)

EXHIBIT B

PRODUCT SPECIFICATIONS

(SEE ATTACHED "WOODLAND PUMPER SPEC & PROPOSAL PACKAGE - 29 SEPT 22" PAGES 1 TO 81)

EXHIBIT C

WARRANTY

(SEE ATTACHED "WOODLAND PUMPER SPEC & PROPOSAL PACKAGE - 29 SEPT 22" PAGES 82 TO 135)

PRODUCT PROPOSAL

Exhibit "A"

Bid #898

OPTION 1

100% Pre-Payment or Lease Purchase

This will be the price of the Product(s) contingent upon the Customer paying 100% of the Grand Total to GSFA within 30 days of Contract Signing (or issuance of Purchase Order).

This discount is also available contingent upon a 3rd Party (Leasing Company) paying 100% of the Grand Total on behalf of the Customer within 30 days of Contract Signing (or issuance of Purchase Order).

GOLDEN STATE
FIRE APPARATUS

PROPOSAL PREPARED FOR
City of Woodland Fire Department
Pierce Manufacturing, Inc.
Velocity 2000 GPM Pumpers
Sourcewell #113021, ID #259
October 1, 2022

SALES CONSULTANT
Mark Paulsen
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
209.996.8830 Cell
mark@goldenstatefire.com

PARTS, SERVICE & SUPPORT
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

GOLDEN STATE
FIRE APPARATUS

www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

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

Submitted Date:	October 1, 2022
Proposal Number:	61001-22A
Expiration Date:	*October 31, 2022*
Sales Consultant:	Mark Paulsen

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF WOODLAND FIRE DEPARTMENT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Extension Price
A	Two (2) Pierce Manufacturing, Inc. Velocity 2000 GPM Pumpers ***(Sourcewell contract #113021, product ID #259)***	1,732,541.44
B	Woodland FD Loose Fire Fighting Equipment	373,334.00
C	Fire Fighting Equipment Mounting Allowance	30,000.00
D	Woodland FD Contingency Fund	100,000.00
E	Two (2) Factory Inspection Trips for three (3) WFD Representatives	11,606.00
F	Delivery / Dealer Preparation	11,200.00
G	100% Performance Bond	5,142.00
H	Multiple Unit Discount	(16,500.00)
I	***Discount For 100% Pre-Payment at Time of Order***	***(96,733.04)***
J	SUBTOTAL	2,150,590.40
K	8.00% State Sales Tax	172,047.24
L	California Tire Fee	21.00
M	GRAND TOTAL	2,322,658.62

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **925 to 955 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **WOODLAND, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. **If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA**. GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms (100% Pre-Payment at Time of Order) – Customer shall pay the amount listed on page two of this Proposal, which includes: (i) the total price for the Product (the "Purchase Price"), (ii) the estimated state sales tax on the Product, and (iii) the California tire fee (together with the Purchase Price and estimated state sales tax, the "Grand Total") within thirty (30) calendar days from the date on which the Purchase Agreement is fully executed. The proposed delivery timeframe for the Product, which is outlined on page one of this Proposal, shall not begin until full payment of the Grand Total is received. In the event Customer does not pay GSFA the Grand Total in the timeframe set forth in this Section 1, GSFA may, in its sole discretion, cancel the Purchase Agreement entered into between the parties.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo unites shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Mark Paulsen

Mark Paulsen
Golden State Fire Apparatus, Inc.

I, ____authorized representative of CITY OF WOODLAND FIRE DEPARTMENT agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: ____

TITLE: ____ DATE: __________________

OPTION 2

Payment at Time of Delivery or Pickup

This will be the price of the Product(s) contingent upon the Customer paying 100% of the Grand Total to GSFA at time of delivery <u>or</u> pick up

PROPOSAL PREPARED FOR
City of Woodland Fire Department
Pierce Manufacturing, Inc.
Velocity 2000 GPM Pumpers
Sourcewell #113021, ID #259
October 1, 2022

SALES CONSULTANT
Mark Paulsen
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
209.996.8830 Cell
mark@goldenstatefire.com

PARTS, SERVICE & SUPPORT
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

GOLDEN STATE FIRE APPARATUS

www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

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

Submitted Date:	October 1, 2022
Proposal Number:	61001-22B
Expiration Date:	*October 31, 2022*
Sales Consultant:	Mark Paulsen

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF WOODLAND FIRE DEPARTMENT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Extension Price
A	Two (2) Pierce Manufacturing, Inc. Velocity 2000 GPM Pumpers ***(Sourcewell contract #113021, product ID #259)***	1,732,541.44
B	Woodland FD Loose Fire Fighting Equipment	373,334.00
C	Fire Fighting Equipment Mounting Allowance	30,000.00
D	Woodland FD Contingency Fund	100,000.00
E	Two (2) Factory Inspection Trips for three (3) WFD Representatives	11,606.00
F	Delivery / Dealer Preparation	11,200.00
G	100% Performance Bond	5,142.00
H	Multiple Unit Discount	(16,500.00)
I	SUBTOTAL	2,247,323.44
J	8.00% State Sales Tax	179,785.88
K	California Tire Fee	21.00
L	GRAND TOTAL	2,427,130.30

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **925 to 955 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **WOODLAND, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. **If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA**. GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms (Payment at Time of Delivery) – Customer shall pay the Grand Total at time of delivery or pick up of the Product to GSFA. It is the responsibility of the Customer to have full payment ready when the Product is complete and ready to deliver or pick up. If payment is late or delivery is delayed pending payment, a daily finance charge of $150.00 and a daily storage fee of $50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo unites shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Mark Paulsen

Mark Paulsen
Golden State Fire Apparatus, Inc.

I, ____authorized representative of CITY OF WOODLAND FIRE DEPARTMENT agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: ____

TITLE: ____ DATE: __________________

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), is made and entered into by and between Golden State Fire Apparatus Inc., a California corporation ("GSFA"), and CITY OF WOODLAND ("Customer").

1. Product Proposal. Prior to entering into this Agreement, GSFA and Customer entered into a product proposal (the "Proposal"), which is attached hereto as Exhibit A and incorporated herein by reference. All of the provisions, terms, and conditions contained in the Proposal are incorporated into this Agreement, and any capitalized terms used in this Agreement but not expressly defined in this Agreement shall have the meanings ascribed to them in the Proposal. The provisions contained in the body of this Agreement are intended to supplement the terms and conditions contained in the Proposal.

2. Definitions.

a. **"Product"** means the fire apparatus and any associated equipment listed on Exhibit A, attached hereto, and further described in the Specifications.
b. **"Specifications"** means the specifications for the Product, which are set forth in Exhibit B, attached hereto.
c. **"Delivery"** means the delivery of the Product to Customer by GSFA, as set forth in Section 9(a) of this Agreement.
d. **"Acceptance"** means Customer's receipt of the Product, subject to the inspection provisions contained in Section 9 of this Agreement.

3. Purpose. This Agreement sets forth the terms and conditions of GSFA's sale of the Product to the Customer.

4. Term of Agreement. This Agreement will become effective on the date it is signed by both Customer and GSFA ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon payment in full of the Purchase Price and Customer's Acceptance of the Product.

5. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the price shown on Exhibit A (the "Purchase Price") and pursuant to the payment terms set forth in Exhibit A.

6. Confirmation and Delivery Date. Within fourteen (14) days after the Effective Date, GSFA will provide Customer with a written confirmation (the "Confirmation Notice") of the order, a job order number, and the date on which GSFA will deliver the Product to Customer (the "Delivery Date") in accordance with Section 9 below.

7. Changes Required by New Standards. The Purchase Price shall be subject to increase in the event any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, issues new regulations which pertain to the Product. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations that would impact the product purchased. In the event of any such change in the regulations, GSFA shall send Customer an invoice for any change to the Purchase Price, which, to the extent practicable, shall itemize any such price increases. The invoice will specify a commercially reasonable date by which Customer must pay the increase in the Purchase Price, subject to Customer's right to terminate as set forth in Exhibit A.

8. Order Changes. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, a commercially reasonable date on which any increase in the Purchase Price must be paid, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price by the date specified in the Response.

9. Delivery, Inspection and Acceptance.

(a) Delivery. Delivery of the Product shall occur on or before the Delivery Date at the location listed in Exhibit A. Risk of loss shall pass to Customer upon Delivery. However, title to the Product shall only pass to Customer upon Delivery if Customer has then fully paid GSFA all amounts due hereunder. If Delivery occurs before Customer has fully paid all amounts due hereunder, Customer may not place the Product into service until all such amounts have been paid.

(b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("Notice of Nonconformance to Specifications"). Any Product not in substantial conformance to material Specifications shall be remedied by GSFA within thirty (30) days from the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of GSFA until Customer has fully paid GSFA all amounts due for the Product and Delivery has occurred. In the event Delivery has occurred but Customer does not make timely payment, GSFA may take back possession of the Product, wherever located.

11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

GSFA:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

Customer:
See Address in Exhibit A

12. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit C and made a part hereof. Any additional warranties must be expressly approved in writing by GSFA.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental or punitive damages incurred by Customer in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, contract, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise.

13. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature ("Damages") to the extent Damages arise out of Customer's negligent use, storage, or operation of the Product following Delivery, regardless of where, how, and by whom operated. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to constitute the exclusive remedy of the parties under this Agreement; the parties may seek indemnity from one another under other legal principals, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

14. Force Majeure. GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of California.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

18. Entire Agreement; Amendments. This Agreement, including its exhibits, is the exclusive agreement between the parties for the Product. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by GSFA's authorized representative.

Accepted and agreed to:

GSFA:

GOLDEN STATE FIRE APPARATUS INC.,
a California corporation

Name: ______________________

Title: ______________________

Dated: ______________________

CUSTOMER:

CITY OF WOODLAND

Name: ______________________

Title: ______________________

Dated: ______________________

EXHIBIT A

PRODUCT PROPOSAL

(SEE ATTACHED "OPTION B WOODLAND TILLER PRICING PURCHASE BETWEEN 10-1-22 AND 10-31-22" PAGES 1 TO 9)

EXHIBIT B

PRODUCT SPECIFICATIONS

(SEE ATTACHED "WOODLAND TILLER SPEC & PROPOSAL PACKAGE - 29 SEPT 22" PAGES 1 TO 92)

EXHIBIT C

WARRANTY

(SEE ATTACHED "WOODLAND TILLER SPEC & PROPOSAL PACKAGE - 29 SEPT 22" PAGES 93 TO 150)

PRODUCT PROPOSAL

Exhibit “A”

Bid #899

OPTION 1

100% Pre-Payment or Lease Purchase

This will be the price of the Product(s) contingent upon the Customer paying 100% of the Grand Total to GSFA within 30 days of Contract Signing (or issuance of Purchase Order).

This discount is also available contingent upon a 3rd Party (Leasing Company) paying 100% of the Grand Total on behalf of the Customer within 30 days of Contract Signing (or issuance of Purchase Order).

GOLDEN STATE
FIRE APPARATUS

PROPOSAL PREPARED FOR
City of Woodland Fire Department
Pierce Manufacturing, Inc.
107' Velocity Ascendant Tiller
Sourcewell #113021, ID #251
October 1, 2022

SALES CONSULTANT
Mark Paulsen
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
209.996.8830 Cell
mark@goldenstatefire.com

PARTS, SERVICE & SUPPORT
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7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

GOLDEN STATE FIRE APPARATUS

www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

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

Submitted Date:	October 1, 2022
Proposal Number:	61001-22A
Expiration Date:	*October 31, 2022*
Sales Consultant:	Mark Paulsen

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF WOODLAND FIRE DEPARTMENT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Unit Price
A	One (1) Pierce Manufacturing, Inc. 107' Velocity Ascendant Tiller ***(Sourcewell contract #113021, product ID #251)***	1,829,525.54
B	Woodland FD Loose Fire Fighting Equipment	186,667.00
C	Fire Fighting Equipment Mounting Allowance	20,000.00
D	Woodland FD Contingency Fund	50,000.00
E	Three (3) Factory Inspection Trips for three (3) WFD Representatives	16,500.00
F	Delivery / Dealer Preparation	7,000.00
G	100% Performance Bond	4,927.00
H	Tractor Drawn Aerial Training	20,000.00
I	***Discount For 100% Pre-Payment at Time of Order***	***(101,980.14)***
J	SUBTOTAL	2,032,639.40
K	8.00% State Sales Tax	162,611.15
L	California Tire Fee	14.00
M	GRAND TOTAL	2,195,264.55

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **965 to 995 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **WOODLAND, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. **If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA**. GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms (100% Pre-Payment at Time of Order) – Customer shall pay the amount listed on page two of this Proposal, which includes: (i) the total price for the Product (the "Purchase Price"), (ii) the estimated state sales tax on the Product, and (iii) the California tire fee (together with the Purchase Price and estimated state sales tax, the "Grand Total") within thirty (30) calendar days from the date on which the Purchase Agreement is fully executed. The proposed delivery timeframe for the Product, which is outlined on page one of this Proposal, shall not begin until full payment of the Grand Total is received. In the event Customer does not pay GSFA the Grand Total in the timeframe set forth in this Section 1, GSFA may, in its sole discretion, cancel the Purchase Agreement entered into between the parties.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo unites shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Mark Paulsen

Mark Paulsen
Golden State Fire Apparatus, Inc.

I, ____authorized representative of CITY OF WOODLAND FIRE DEPARTMENT agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: ____

TITLE: ________________________________ DATE: _______________

OPTION 2

Payment at Time of Delivery or Pickup

This will be the price of the Product(s) contingent upon the Customer paying 100% of the Grand Total to GSFA at time of delivery <u>or</u> pick up

GOLDEN STATE
FIRE APPARATUS

PROPOSAL PREPARED FOR
City of Woodland Fire Department
Pierce Manufacturing, Inc.
107' Velocity Ascendant Tiller
Sourcewell #113021, ID #251
October 1, 2022

SALES CONSULTANT
Mark Paulsen
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
209.996.8830 Cell
mark@goldenstatefire.com

PARTS, SERVICE & SUPPORT
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

GOLDEN STATE FIRE APPARATUS

www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

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

Submitted Date:	October 1, 2022
Proposal Number:	61001-22B
Expiration Date:	*October 31, 2022*
Sales Consultant:	Mark Paulsen

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H	Tractor Drawn Aerial Training	20,000.00
I	SUBTOTAL	2,134,619.54
J	8.00% State Sales Tax	170,769.56
K	California Tire Fee	14.00
L	GRAND TOTAL	2,305,403.10

Sourcewell Formerly NJPA   Pierce

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **965 to 995 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

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TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms (Payment at Time of Delivery) – Customer shall pay the Grand Total at time of delivery or pick up of the Product to GSFA. It is the responsibility of the Customer to have full payment ready when the Product is complete and ready to deliver or pick up. If payment is late or delivery is delayed pending payment, a daily finance charge of $150.00 and a daily storage fee of $50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo unites shall obtain said units.

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5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

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Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Mark Paulsen

Mark Paulsen
Golden State Fire Apparatus, Inc.

I, ____authorized representative of CITY OF WOODLAND FIRE DEPARTMENT agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: ____

TITLE: ____ DATE: __________________

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 18, 2022
ITEM #: G.11
SUBJECT: East Beamer Way Permanent Supportive Housing - Operating Memorandum of Understanding Update

Recommendation for Action: Staff recommends that the City Council receive an informational update on the Operating Memorandum of Understanding.

Staff Contact:
Dago Fierros, Housing Analyst II – 530-661-2019, Dago.Fierros@cityofwoodland.org

Fiscal Impact:
None.

Background:
On October 4, City staff brought before the City Council a recommendation to approve the short-term ground lease agreement with Friends of the Mission and a long operating memorandum of understanding with Friends of the Mission and Fourth and Hope for the management and operation of the 61-unit permanent supportive housing project and related services that will be provided at the East Beamer Way campus. The City Council, by majority vote, authorized the City Manager to continue negotiating the Memorandum of Understanding and to execute such Agreement prior to initial occupancy of the project.

Discussion:
The following language was added to the agreement to strengthen the City's position in the tenant selection process:

- Selection of Tenants. FOM shall be responsible for tenant selection for the Permanent Supportive Housing units. Prospective tenants shall be referred by the Yolo County Homeless and Poverty Coalition ("HPAC") coordinated entry system, and must be currently homeless. FOM and F&H shall involve City staff, designated by the City Manager, during the tenant application review and selection process, including but not limited to development of selection criteria for the Permanent Supportive Housing units. The City's involvement in the process shall include, but not be limited to, reviewing, providing feedback, and making recommendations to FOM and F&H about tenant applications. FOM may work with F&H, Yolo County or another third party in furtherance of the tenant selection process, provided that any third party assisting in this process must be approved by the City in advance. City and FOM will use their best efforts to make a minimum of seventy-five percent (75%) of the Permanent Supportive Housing units available to tenants receiving Medi-Cal benefits in Yolo County at the time of their referral. Individuals that are receiving Medi-Cal benefits in Yolo County and have resided in the City of Woodland for at least 12 months prior to referral shall receive priority in the tenant selection process.

- Meetings with City. F&H and FOM agree to meet with the City to discuss and resolve issues on and off-site arising from the operation of the Permanent Supportive Housing Project. Frequency of meetings shall be monthly from date of initial occupancy for a period of twelve months. Thereafter, parties shall agree to meet on an as needed basis. The City shall also be involved in regular meetings related to the tenant application review and selection process.

The permanent supportive housing project involves a partnership between the City of Woodland, Friends of the Mission, Fourth and Hope, Yolo County, and many other service providers throughout our region. The project has involved a wide array of financial assistance from local, state, and private resources with the intent to have a positive long-term impact on the challenges related to homelessness within the City. The City's continued involvement in the East Beamer Way Campus project is paramount to the success of the project and the overall execution of support services provided to individuals experiencing homelessness or at risk of homelessness in our community.

Conclusion:
Staff recommends that the City Council receive an informational update on the Operating Memorandum of Understanding.

Prepared by: Dago Fierros, Housing Analyst II

Ana B. Gonzalez
City Clerk

Attachments:
1. Woodland PSH MOU re:Operations - Final

MEMORANDUM OF UNDERSTANDING
CONCERNING OPERATION OF PERMANENT SUPPORTIVE HOUSING PROJECT

This Memorandum of Understanding Concerning Operation of Permanent Supportive Housing Project ("Agreement") is entered into this ________day of _______, 2022, by and among the City of Woodland, a municipal corporation of the State of California ("City"), Friends of the Mission, a not for profit California corporation ("FOM"), and Yolo Wayfarer Center, dba Fourth and Hope, a not for profit California corporation ("F&H"), each of whom shall be referred to as a "party" and collectively as the "parties."

RECITALS

WHEREAS¸ there is a growing number of individuals and families in the City of Woodland and Yolo County who lack adequate food and shelter; and

WHEREAS, the City of Woodland owns that certain real property (as described in **Exhibit A**, attached hereto and incorporated herein), located in unincorporated Yolo County right outside of City limits, at the corner of East Beamer Street and County Road 102, with an address of 1903 E. Beamer Street, described as Yolo County Assessor's Parcel Number 027-360-043 (the "**Property**"), and the City desires that the Property be used to provide 61 modular housing units that will provide permanent supportive rental housing (inclusive of a manager's unit, which may not be restricted to a specific income level) (the "**Permanent Housing**") and a community center of approximately 2,800 square feet (the "**Community Center**") on the Property to provide affordable housing for individuals and families that are currently homeless; and

WHEREAS, the City Council of the City of Woodland on April 21, 2020 declared conditions of emergency and authorized the performance of permanent supportive housing project for individuals and households transitioning from homelessness as a means of quickly providing shelter to the homeless population, a need that has become even more urgent with the emergence of COVID-19, a contagious virus that has been classified as a global pandemic and has no known cure at this time; and

WHEREAS, FOM is a non-profit corporation that provides affordable housing for people in need, particularly to the homeless population in Yolo County; and

WHEREAS, FOM has sought and secured grants and financing to be used in part for the development of the Permanent Housing, including but not limited to grants from the California Housing and Community Development HomeKey program, Partnership HealthPlan; and

WHEREAS, the City and FOM have completed work necessary to complete the Permanent Housing and the Permanent Housing is ready for occupancy; and

WHEREAS, the City intends to enter into a ground lease of the Property to FOM, and FOM will own and operate the Permanent Housing, and the City intends to convey the Property to FOM upon completion of the Community Center

WHEREAS, F&H's mission is to provide services, including shelter and recovery services, to individuals in need, and F&H currently provides homeless shelter and meal services to the homeless; and

WHEREAS, both FOM and F&H intend to provide services to the population transitioning from homelessness that will reside in the Permanent Supportive Housing and the City's commitment to participate in the development of the Permanent Supportive Housing and to convey the Property to FOM for the ownership and operation of the Permanent Supportive Housing is conditioned in part on the provision of services to the residents of the Permanent Supportive Housing and the continued operation of the Permanent Supportive Housing and the Community Center in a manner that is beneficial to the residents and the community of the City of Woodland; and

WHEREAS, the City, FOM and F&H desire to enter into this MOU to commemorate the parties' agreement and understanding regarding the operation of the Permanent Supportive Housing and the Community Center on the Property;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated herein by reference.

2. Purpose of Agreement. The purpose of this Agreement is to set forth the expectations and obligations of the parties concerning operation of the Permanent Supportive Housing and the Community Center located on the Property. The parties acknowledge and agree that the Property is initially being ground leased by the City to FOM, and upon the anticipated conveyance of the Property by the City to FOM, the City will record a regulatory agreement against the Property that will include additional requirements governing the affordability and operation of the Permanent Supportive Housing. The parties agree and acknowledge that these requirements are in addition to the requirements set forth in the Ground Lease entered into by and between City and FOM, and the Regulatory Agreement to be subsequently entered into by and between the City and FOM. In the event of any conflict between the Ground Lease or the Regulatory Agreement and this MOU, the Ground Lease and the Regulatory Agreement shall govern.

3. Permanent Supportive Housing Project Description. The Permanent Supportive Housing is comprised of a 61 unit new construction project of modular units with associated improvements. The Permanent Supportive Housing includes 50 one-bedroom and 10 two-bedroom units, all of which are fully furnished and will be occupied Extremely Low Income households whose income does not exceed thirty percent (30%) of the Area Median Income for Yolo County as determined by the California Department of Housing and Community Development and the Yolo County Housing Project Based Voucher program, and 1 two-bedroom manager's unit. The furnishings and utilities provided within the Permanent Supportive Housing units are as follows:

A. The 50 one-bedroom units will have up to one bed, a kitchen, bathroom, toiletries, and basic furniture.

B. The 10 two-bedroom units will have up to two beds, a kitchen, bathroom, toiletries, and basic furniture.

C. One additional two-bedroom unit will used as a manager's unit that will have up to two beds, a kitchen, bathroom, toiletries, and basic furniture.

D. Community Center. There will be a common community center located on the Property of approximately 2,800 square feet, which will be operated by F&H as part of their responsibilities operating the Permanent Supportive Housing.

E. Utilities. The Permanent Supportive Housing units shall have electricity provided by Pacific Gas & Electric, with conduit to accommodate Wave and AT&T telecommunications services, trash collection services and shall be connected to the City water and sewer systems which the City is installing or has installed.

F. Appliances. Each of the Permanent Housing units will be equipped with the following appliances: hot water heater, HVAC, microwave, refrigerator, stove, washer/dryer, regular household furniture.

4. Operation of Permanent Supportive Housing. FOM will own and be responsible for the management the Permanent Supportive Housing units. FOM will enter into a management agreement with F&H for the operation and management of the Permanent Supportive Housing in accordance with the following terms:

A. On-Site Management. F&H will provide on-site management of the Permanent Supportive Housing, including providing the on-site manager that will reside in the manager's unit, provide additional property management staff and site monitors for the day to day management of the Property and monitoring of the video security system to be installed on the Property. F&H will provide such services pursuant to a written property management agreement between FOM and F&H, which shall be subject to review and approval by the City,

B. Selection of Tenants. FOM shall be responsible for tenant selection for the Permanent Supportive Housing units. Prospective tenants shall be referred by the Yolo County Homeless and Poverty Coalition ("HPAC") coordinated entry system, and must be currently homeless. FOM and F&H shall involve City staff, designated by the City Manager, during the tenant application review and selection process, including but not limited to development of selection criteria for the Permanent Supportive Housing units. The City's involvement in the process shall include, but not be limited to, reviewing, providing feedback, and making recommendations to FOM and F&H about tenant applications. FOM may work with F&H, Yolo County or another third party in furtherance of the tenant selection process, provided that any third party assisting in this process must be approved by the City in advance. City and FOM will use their best efforts to make a minimum of seventy-five percent (75%) of the Permanent Supportive Housing units available to tenants receiving Medi-Cal benefits in Yolo County at the time of their referral. Individuals that are receiving Medi-Cal benefits in Yolo County and have resided in the City of Woodland for at least 12 months prior to referral shall receive priority in the tenant selection process.

C. Evaluation of Services Needed. F&H will evaluate the individual service needs of the individuals or household and learn about past or current services provided and any other information necessary for FOM to provide services, such as case management, to the individual or household. Tenant to case manager ratio shall be maintained at no less than a 10:1 ratio.

5. Termination of Lease. FOM may terminate a lease only for serious or repeated violations of material terms of the FOM tenant lease agreement, such as failure to make payments due under the lease or to fulfill Tenant(s) obligations set forth in the FOM tenant lease, or for other reasonable cause.

A. Recordkeeping and Reporting Requirements. F&H shall maintain records of services provided to Permanent Supportive Housing residents. Quarterly Reports shall be to the City and include information such as, new/transitioned residents, number of individuals served, age/ethnic/racial background, City and County of origin, assigned case manager, and services provided. Quarterly Reports should be submitted to the City no later than 30 days after the quarter has ended. An annual report should be submitted to the City no later than 30 days after the year has ended.

B. Management of Adjacent Area. F&H and FOM agree to partner with the City and use their best efforts to prevent illegal dumping, camping, trespassing, and loitering in the area surrounding the Property and will encourage Permanent Supportive Housing residents to act in a manner that will not negatively affect adjacent properties or businesses. If deemed necessary, the City may provide additional resources to assist F&H in the mitigation of illegal dumping, camping, trespassing, and loitering in the area surrounding the Property.

F&H will communicate with the City, adjacent landowners and businesses to attempt to resolve any issues that may arise, or have arisen, regarding the Permanent Supportive Housing project.

C. Meetings with City. F&H and FOM agree to meet with the City to discuss and resolve issues on and off-site arising from the operation of the Permanent Supportive Housing Project. Frequency of meetings shall be monthly from date of initial occupancy for a period of twelve months. Thereafter, parties shall agree to meet on an as needed basis. The City shall also be involved in regular meetings related to the tenant application review and selection process.

6 Additional Operational Practices. F&H will also provide the following services:

A. Participate in the Homeless Management Information System ("HMIS") or a comparable system for domestic violence treatment.

B. F&H will use HMIS or comparable data quality reports to ensure the accuracy of submitted information and will participate in the Yolo County CoC HIMS system and data that is available to those agencies in the collaborative. HMIS data shall be submitted to federal, state and local contractors for outcomes measurement requests. The outcome data shall be available to other partnering agencies as needed.

C. Actively monitor and provide information, and potentially access, to Permanent Supportive Housing residents about drug and alcohol recovery services, mental health treatment services, employment services, money management/credit counseling services, parenting support, and other services as needed and relevant to the individual or household.

D. Actively monitor and provide information that supports individuals potential access to other services as may be needed, assistance with accessing available services, assistance with benefits and advocacy on behalf of Permanent Supportive Housing residents, the provision of or referral to employment services, and providing regular check-ins with F&H staff or volunteers about individuals' progress.

E. Partner with local service providers in an effort to streamline support services and case management directly to tenants and dedicate space within the community center building for local service providers to provide services to tenants on an as-needed basis.

F. Develop new housing plan for Permanent Supportive Housing residents in an effort to provide residents with stable long-term housing.

G. When individuals are denied permanent housing based on cause, F&H will track the reasons for an individual being denied housing. Transportation back to community of origin, if other than Woodland, shall be offered to individuals denied permanent housing based on cause.

H. Track each reason for why a Permanent Supportive Housing resident was involuntarily discharged from the Permanent Supportive Housing in a format that is easily reportable.

I. Provide direct assistance with transportation via the emergency shelter van or like method and assist residents with accessing public transportation and other transportation-related needs that may arise.

J. Develop protocols and practices, in coordination with the Woodland Police and Fire Departments in an effort to minimize calls for service to the Permanent Supportive Housing site.

K. Establish and enforce "quite hours" between 10pm and 6am daily.

L. Properly sign and enforce designated parking and no parking areas. Require residents to register their vehicles. Vehicle repairs and storage of inoperable vehicles onsite is strictly prohibited.

M. No more than two bicycles per tenant are allowed.

N. Visitors must check-in at the Manager's office and a visitation log must be updated regularly and saved for recordkeeping purposes.

7. Funding for Operations. The City agrees, whenever it is feasible and necessary, to partner with FOM and F&H in its pursuit of available funding related to continued operations of the Permanent Supporting Housing project.

8. Additional Obligations. The parties agree that FOM and F&H are further responsible to comply with the following obligations:

A. Ongoing Maintenance. F&H and FOM shall be responsible, at their sole cost and expense, for the maintenance of grounds and all common areas of the Property, as well as maintenance (including regular janitorial services) for the Community Center.

B. Repairs. F&H and FOM shall be responsible, at their sole cost and expense, for making minor and major improvements and repairs to all portions of the Permanent Housing units. F&M and FOM shall determine between them which party is responsible for which type of repair. F&H and/or FOM shall be responsible, at its/their sole cost and expense, for all repair to and replacement of parts, and materials due to negligence, damage, or removal by clients or staff.

C. Security and Monitoring. F&H shall pay for the installation and maintenance of a security system and will maintain security cameras that will provide a video feed of the exterior of the Permanent Housing units and the Property to the Woodland Police Department. FOM shall provide staff that monitors the site and shall provide such security in a manner that is consistent with best practices for affordable housing developments in Yolo County.

D. Accounting and Fiscal Controls. FOM and F&H will use accounting systems that is maintained in accordance with Generally Accepted Accounting Principles (GAAP). F&H will incorporate internal fiscal control procedures that are periodically reviewed and approved by the FOM and F&H Boards of Trustees, respectively, that shall be utilized in conjunction with their respective responsibilities with regard to the Permanent Supportive Housing project.

9. Term. This Agreement shall become effective upon the execution of it by the last party to execute it and shall continue in full force and effect until the City transfers the Project Site to FOM unless earlier terminated by the parties.

10. Termination: This Agreement may be terminated by any party with respect to any other party(ies) for default, or upon mutual agreement of the Parties.

11. Amendment. The parties each agree to reasonably consider amendments to this Agreement to address changed circumstances with regard to the operation of the Property.

12. General Provisions.

A. Notice. Any communication, notice, or demand of any kind whatsoever that any party may be required or may desire to give to, or serve upon, another party shall be in writing and delivered by personal delivery (including express or courier service), by facsimile transmission (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

City: City of Woodland
Woodland City Hall
300 First Street
Woodland, CA 95695
Attn: City Manager
Facsimile: (530) 661-5813

F&H: Fourth and Hope
P.O. Box1248
Woodland, CA 95776

FOM: Friends of the Mission
P.O. Box 8485
Woodland CA 95695

Any party may change its address for notice by written notice given to the other parties in the manner provided in this Section. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication, or three (3) days after being placed in the U.S. Mail, if mailed.

B. Entire Agreement. This Agreement contains all agreements, promises, and understandings among the parties, and no other oral agreements, promises, or undertakings will be binding upon any of the parties, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by all of the parties.

C. Principles of Interpretation. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Lease. The parties have both participated substantially in its negotiation, drafting, and revision, with advice from legal counsel and other advisers of their own selection.

D. Assignment. No party may assign this Agreement without the prior express written consent of the other parties, which consent may be withheld in a party's sole discretion.

E. Successors. This Agreement shall be binding on, and shall inure to the benefit of, the successors and assigns.

F. Waiver. The waiver by any party of any breach of any term, covenant, condition, or provision contained herein shall not be deemed to be a waiver of such term, covenant, condition, or provision for any subsequent breach of the same or any other term, covenant, condition, or provision contained herein.

G. Attorneys' Fees. The prevailing party in any action brought by any party hereto, based on any claim arising under this Agreement, and shall be entitled to reasonable attorneys' fees and court costs.

H. Invalidity. If any provision of this Lease is invalid or unenforceable with respect to either party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

I. Governing Law and Choice of Forum. This Agreement, and performance hereof, shall be governed, interpreted, construed, and regulated by the laws of the State of California. Venue shall be in Yolo County.

J. Authority to Enter Agreement. Each party represents to the other parties that it have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective party.

K. Counterparts. This Agreement may be executed in counterparts and when so executed by the parties, each such counterpart will constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written next to their names.

CITY OF WOODLAND

______________________________ Date ______________________

Ken Hiatt, City Manager

FRIENDS OF THE MISSION

______________________________ Date ______________________

FOURTH AND HOPE

______________________________ Date ______________________

EXHIBIT A

PARECEL 2

THAT portion of real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at a point being distant the following tow (2) courses from City of Woodland Survey Station “T-16” marking the Quarter Section corner of said Section 27. (1) along the Quarter Section line of said Section 27, North 89°50’44” West 959.20 feet; and (2) leaving said Quarter Section line, North 00°09’16” East 260.00 feet; thence, from said POINT OF BEGINNING, North 00°09’16” East 400.00 feet; thence South 89°50’44” East 300.00 feet; thence South 00°09’16” West 400.00 feet; thence North 89°50’44” West 300.00 feet to the POINT OF BEGINNING.

Containing 2.755± acres (120,000 square feet) of land, more or less.

The basis of bearing for this description is the Quarter Section line of said Section 27, shown as South 89°50’44” East in Book 9 of Maps and Surveys, at Pages 25 and 26, said County Records.

End of description.

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