CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA

CITY COUNCIL
CLOSED SESSION AGENDA

FEBRUARY 19 2013

5:00 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B.1 Conference with Labor Negotiators, Pursuant to Section 54957.6
Agency Designated Representatives: Paul Navazio, Sheila McShane, Kimberly McKinney and Dania Torres Wong
Employee Organization(s): Woodland City Employees Association and Firefighters' Association

JOINT REGULAR CITY COUNCIL/
WOODLAND FINANCE AUTHORITY

6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

E. COMMUNICATIONS–COUNCIL/STAFF STATEMENTS AND REQUESTS

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

F. CONSENT CALENDAR

~~1. Adopt Resolution No. Authorizing City Manager to Execute Funding Agreement with California Department of Public Health for the Construction of Well 28, Project No 08-32~~
This item has been pulled from this agenda and will be brought back at a future date.

2. Final Acceptance and Notice of Completion for Pioneer Widening (Gibson to Patriot), CIP 09-24
Recommendation: that the City Council accept the Pioneer Widening (Gibson to Patriot) construction contract as complete and authorize the City Clerk to file a Notice of Completion

3. Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Amendment #1
Recommendation: that the City Council approve amendment #1 to the consultant services agreement with Wood Rodgers for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount not to exceed $42,353, and authorize the City Manager to execute the agreement

4. Approve Agreement for the Homeless Coordination Project
Recommendation: that the City Council Adopt Resolution No. ______, approving a three-year Homeless Coordination Project Agreement for the period of July 1, 2012 – June 30, 2015 (Fiscal Years 2013 – 2015) and authorize the City Manager to execute any and all documents needed for the City to implement the project

5. 2012/2013 ADA Improvement Project, CIP 13-02; Approve Plans and Specifications, Authorize Bid Advertisement, and Authorize the City Manager to Execute the Construction Contract
Recommendation: that the City Council approve the project design and bid package for the 2012/2013 ADA Improvement Project, CIP

13-02, authorize bid advertisement and authorize the City Manager to award the construction contract to the lowest, responsive, responsible bidder up to $130,000.

6. Authorize the City Manager to Execute a Professional Services Agreement with Bay Area Economics
Recommendation: that the City Council authorize the City Manager to execute a Professional Services Agreement to develop a revised Master Woodland-Yolo County Revenue Share Agreement

7. Adopt Resolution No. ____________ endorsing the Next Economy Regional Prosperity Plan, which includes strategies aimed at accelerating job creation and economic health across the six-county region
Recommendation: that the City Council adopt Resolution No. _____ endorsing the Next Economy Regional Prosperity Plan, which includes strategies at accelerating job creation and economic health across the six-county region

8. Adopt Resolution in Support of Keeping the Sacramento Kings in the Region and City of Sacramento
Recommendation: that the Council Adopt a Resolution in Support of Keeping the Sacramento Kings in the Region and City of Sacramento

9. Council Long Range Calendar
Recommendation: Informational Item

G. PUBLIC HEARING

10. Senate Bill 2 – Emergency Shelter Ordinance
Recommendation: that the City Council 1) Conduct a public hearing; 2) Waive the first reading of an Ordinance No.___________ to make the following amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2; and
    a. Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).

b. Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
c. Amend Woodland Municipal Code Section 25-4-10 to include transitional and supportive housing in Table 1 (Residential Land Use Table) as a permitted use.
d. Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding "Emergency Shelters" to the list of permitted uses in Areas C and E.
e. Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Sections 25-13-10 to include emergency shelters as a conditional use in the R-M Zone.
f. Add Article 32 titled "Emergency Shelters" to Woodland Municipal Code Chapter 25.

3) Schedule the second reading and adoption of Ordinance No.____ for the March 5, 2013 City Council meeting.

H. REPORTS OF THE CITY MANAGER

11. Public Safety Department (Police and Fire) Quarterly Status report for the period of October 2012 through December 2012
Recommendation: that the City Council receive the Public Safety Department Quarterly Status Report for October 2012 through December 2012

12. FY2012-2013 Animal Services Contract
Recommendation: that the City Council approve the proposed contract with the County of Yolo to provide a reduced scope of animal control services, in the amount not-to-exceed $476,776 for fiscal year 2012/13. The reduced scope of services results in an annualized contract cost of $439,555.

13. Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; The Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds
Recommendation: that the City Council review and provide comments on the Draft Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds. Following preliminary approval, staff will return at a later date for final adoption, through resolution, of these Administrative Guidelines.

14. BUA Ordinance – Introduction of Ordinance No. ____“An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program”
Recommendation: that the City Council introduce and read by title only, Ordinance No. _____“An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program.”

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority of the City of Woodland scheduled for Tuesday, February 19, 2013 was posted on February 15, 2013 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____
Ana B. Gonzalez, City Clerk

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

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Final Acceptance and Notice of Completion for Pioneer Widening (Gibson to Patriot), CIP 09-24

Recommendation for Action

Staff recommends City Council accept the Pioneer Widening (Gibson to Patriot) construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Fiscal Impact

The project is fully funded in the Capital Budget from Spring Lake funding. The total budget is $4,395,000 for the full widening to Farmers Central Road. The estimated total amount needed for the phase from Gibson Ave to the High School entrance was $2,400,000. Total expenditures for this phase of work will be about $2,100,000. The total construction value paid to the contractor is $1,640,200. The difference between the amount needed for this phase and the construction contract is the amount budgeted for design, construction management and city purchased items. There is no impact to the General Fund.

Background

This project widened the segment of Pioneer Avenue from Gibson Road to the Pioneer High School driveway and future Patriot Drive intersection. A new traffic signal was also constructed at the Pioneer Avenue and High School driveway intersection. The roadway has improved traffic circulation and reduced traffic congestion adjacent to the High School. During the design and construction process, City staff worked proactively with the School District to coordinate the contract work. School District staff worked cooperatively with the City to allow the significant road closures that allowed the project to proceed expeditiously. Lund Construction overcame significant construction hurdles in order to meet the project’s goal of opening the road by the first day of school at Pioneer High.

The contractor began construction of the Pioneer Widening (Gibson to Patriot) project in May, 2012 and finished the work in October, 2012.

Fourteen change orders were issued in the amount of $119,409. The change orders were due to unforeseen site conditions and adding an alternate bid item that was not included in the award. The total contract value paid to the Contractor is $1,640,200.

Conclusion

Staff recommends City Council accept the Pioneer Widening (Gibson to Patriot) construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: James Heath
Associate Civil Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director

____

Paul Navazio
City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Amendment #1

Recommendation for Action

Staff recommends that the City Council approve amendment #1 to the consultant services agreement with Wood Rodgers for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount not to exceed $42,353, and authorize the City Manager to execute the agreement.

Fiscal Impact

Approval of amendment #1 for Project 09-15 will bring the total not to exceed cost for hydraulics and hydrology design services to $88,353. This project is included in the FY 12/13 Capital Budget approved by Council on June 19, 2012. The total project budget is $1,400,000 with funding being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on January 17, 2012. This storm drain fund liability will have to be included in future storm drain rate study calculations. Depending on the results of this additional alternative analysis, there may be additional work necessary as part of the Hydraulics and Hydrology feasibility study phase. One of the outcomes of this phase will be a more complete estimate of total Flood Solution Costs.

There is no impact to the General Fund.

Background

The original contract was signed on July 2, 2012 to examine Cache Creek Floodways that did not impact the Cache Creek Settling Basin (CCSB) as part of the Cache Creek Feasibility Study. This Contract Amendment is being presented to Council for the following reasons:

- The City of Woodland Purchasing Policy requires Council approval when a contract amendment exceeds 25% of the original Contract amount. This Contract Amendment is for $42,353, thereby exceeding 25% of the original $46,000 contract amount.

- This Contract further develops the alternatives identified in the first contract by reducing the real estate costs for the project by changed ground surface elevations, relocated main flow path, modification of the West and South levees of the CCSB, and flood protection of residential structures in the Cache Creek floodplain.

- This analysis is applicable to the City of Woodland's local cost share of the Cache Creek Feasibility study. In addition, the work done will also inform the project analysis for the Lower Sacramento River and North Delta portion of the local plans in the Central Valley Flood Protection Plan (CVFPP). The Local Agencies have obtained a $1.6M grant from Department of Water Resources (DWR) for this work.

- The first analysis focused on a solution that did not modify the CCSB in response to the DWR Staff request. However, this solution has a real estate cost of approximately $120M, relocates a major sewer line, relocates the City pumping plant, requires the purchase/relocation of eight rural residential structures, and a large industrial building.

- Staff wants to examine an alternative that protects the rural residential structures, minimizes real estate costs, minimizes impacts to City of Woodland infrastructure, and minimizes but does not eliminate impacts to the CCSB. This solution would also quantify the impacts to sediment storage in the CCSB, floodplain, and Yolo Bypass. The City of Woodland staff could use the sediment impacts to quantify preliminary mitigation actions for a Cache Creek flood solution.

- The information developed in this Contract and Amendment will be used in discussions with all stakeholders. These stakeholders are State and Federal agencies, local government agencies, residents, businesses, community organizations, etc.

Discussion

One of the requirements of SB 5 and its companion legislation is that municipalities certify that the new development in its urban area is protected to the 200-year level. This analysis will include floodplain analysis for definition of the 20, 50, 100, 200, and 500 year with and without project floodplains. The identification of locally acceptable Cache Creek flooding solution needs to be identified in order to obtain funding for implementation from State (CVFPP) or Federal funding sources. It will also allow the identification of the beneficiaries (local, regional, state, and Federal) to assign the costs of the project to the benefited parties. Projects costs associated with other activities may be assigned to those projects as mitigation for impacts that were not evaluated in the past.

This work will also allow the City of Woodland and Yolo County to discuss the flood problem and solution with the residents and land owners living in the floodplain in either public or small group meetings. It is important that these stakeholders understand the problem, how the solution was developed, and the results (positive and negative) of the solution on their property, the County, City, and region. This should help with public acceptance and support for the solution that is developed to solve the Cache Creek flood problem.

Conclusion

Staff recommends that the City Council approve amendment #1 to the consultant services agreement with Wood Rodgers for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount not to exceed $42,353, and authorize the City Manager to execute the agreement.

Prepared by: Mark Cocke
Senior Civil Engineer

Prepared by: Brent Meyer
Principal Civil Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director

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Paul Navazio
City Manager

Enclosures: Contract Amendment

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Professional Services Agreement ("First Amendment") dated as of the _________ day of ___________, 2013_ is entered into by and between the City of Woodland ("City") and Wood Rodgers, Inc. a Corporation; ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated 2nd day of July, 2012 ("Agreement"), whereby Consultant agreed to **provide hydraulics and hydrology design services related to solutions development for flooding on the Cache Creek floodplain.**

2.2 City and Consultant now desire to amend the Agreement to increase the amount of compensation, extend the term of the Agreement, revise the Scope of Services in accordance with the Consultant's proposal dated 12/5/2012 attached hereto. The total compensation for the first Amendment shall not exceed Forty two thousand, three hundred and fifty-three dollars ($42,353.00).

ARTICLE 3. TERMS

3.1 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

City Of Woodland

By: ______________________________
Brent Meyer
City Engineer

Wood Rodgers Inc.

By: ______________________________
Jonathan Kors
Principal

ATTEST:

____
Ana B. Gonzalez, City Clerk

CONSULTANT PROPOSAL FOR ADDITIONAL WORK

[ATTACH CONSULTANT PROPOSAL]

WOOD RODGERS

December 5, 2012

Mr. Mark Cocke
Senior Civil Engineer
300 First Street
Woodland, California 95695

Dear Mr. Cocke:

Subject: City of Woodland, Proposal to Provide Professional Engineering Services for Supplemental Analyses for the Lower Cache Creek Feasibility Study

Wood Rodgers, Inc. (Wood Rodgers) is pleased to provide the following proposal for supplemental analyses in support of the City of Woodland (City) Lower Cache Creek Feasibility Study (LCCFS). In November of 2012, Wood Rodgers completed an analysis of two flood damage reduction alternatives in support of the LCCFS and submitted the results in a report titled: *City of Woodland, Lower Cache Creek Feasibility Study Flood Risk Reduction Alternatives Analysis, November 2012*. The work was completed under the Agreement for Professional Services between the City and Wood Rodgers, Contract Modification No. 000156.

The report indicated that, while one of the two alternatives was less costly than the other, both were economically infeasible in their current configuration. It is noted that both alternatives sought to correct existing deficiencies in flood protection by minimizing impacts to the Cache Creek Settling Basin (CCSB) to the greatest extent feasible. The results of the analysis indicated that this approach is not economically viable, and more extensive modifications to the CCSB are necessary if a feasible alternative is to be developed. The report contained recommendations for further analysis which were discussed with the City on November 15, 2012. These recommendations, along with suggestions made by the City during the meeting, are anticipated to produce an alternative which may be economically feasible.

As requested by the City during the November 15, 2012 meeting, this proposal has been prepared to outline the scope of work, schedule, and budget for analyzing an additional alternative for the LCCFS.

ALTERNATIVES TO BE DEVELOPED AND ANALYZED

Following the recommendations of the November 2012 report, the scope of work will develop a concept which will incorporate mass-grading between Cache Creek and the City limits to convey the design flow around the urban limits of the City. The land will be graded so as to remain in agricultural production when not conveying flood flows, which would occur infrequently.

Key components of the additional alternative to be developed will be as follows:

1. The Cache Creek levees will be rehabilitated to restore them to their post-1958 design capacity (30,000 cfs).

2. County Roads, Interstate 5, and State Highway 113 will be lowered to allow the design flow to pass over them.

3. Railroads will be left at their current configurations, and new box structures will be constructed to convey the design flow beneath them.

4. The mass grading concept will produce a wide, shallow channel midway between the City and Cache Creek to convey water to the Yolo Bypass. The channel will follow existing property lines to minimize real estate take, and agricultural land within the take area would remain in production. By moving the channel to the north, the floodwalls of the previous alternatives will be replaced with earthen embankments (areas of high ground).

5. Existing detention facilities identified within the City's Storm Drainage Master Plan (Vokle Pond and Dubach Park) will remain component features of the City's Storm Drainage Master Plan.

6. At the congested area along the southwest exterior corner of the CCSB, portions of the existing west and south levee of the CCSB will be removed and reconstructed to provide sufficient flow capacity without disrupting or relocating existing businesses in the area.

7. The new levees of the CCSB will be assumed to require a seepage control measure such as a cutoff wall or a seepage berm.

It is noted that, as described under Item No. 2, the lowering of State Highway 113 and Interstate 5 may not be acceptable to Caltrans. Therefore, Wood Rodgers is proposing two alternatives which will incorporate the mass grading concept. The first will develop an alternative consistent with Item Nos. 1 through 7 above. The second will be similar, but will exclude State Highway 113 and Interstate 5 from being lowered. The costs for conveying Cache Creek overflow beneath these roadways will be determined and included within the report.

PROPOSED KEY STAFF

The key staff which performed the analyses in support of the November 2012 report will be utilized to develop the additional alternative.

SCOPE OF WORK

Task A – Perform Project Management

As part of this Task, Wood Rodgers will manage the work and perform the necessary coordination with the City to complete the work. It is anticipated that the work will occur over approximately four to six weeks. One meeting with the City is anticipated for Task A.

- Assumptions: One 2-hour meeting with the City and Stakeholders. Four to six weeks of Project Management.

Task B – Develop Flood Risk Reduction Alternatives

For Task B, Wood Rodgers will develop the flood risk reduction alternatives described above. The alternative features, general configuration, capacity, and other pertinent characteristics will be developed. Hydrologic and hydraulic analyses necessary to develop the alternatives will be performed as part of this Task.

For the additional hydraulic modeling analysis, Wood Rodgers would utilize the existing TUFLOW model prepared under "Task Order No. 1, I-5 and Cache Creek Settling Basin Hydraulic Impacts Analysis", along with adaptations made for the November 2012 analysis.

- Assumptions: Development/refinement of two (2) alternatives consistent with the Alternative Description section above.

- Deliverables: Analyses performed as part of this Task will be incorporated into the updated Project Report as described under Task C.

Task C – Perform Alternatives Analyses

Following the completion of Task B, Wood Rodgers will perform analyses of the defined alternatives. The alternatives will be qualitatively analyzed for cost, feasibility of implementation, environmental impact, and other measures as may be appropriate.

A draft and final report will be prepared to convey the results of the analyses. The report will be prepared as an update of the November 2012 Report, incorporating the previous analyses. Figures showing the new alternatives' features, their configurations, the extent of residual flooding, and the resulting reduction in the 100-year floodplain, will be presented. Planning level cost estimates for the alternative will be developed and included within the report appendix.

The planning level cost estimate will be developed using bid tabulations for relevant projects constructed recently within the Sacramento Valley. Where relevant bid tabulation data is not available, published unit cost data will be referenced from R.S. Means' *Heavy Construction Cost Data*, or other relevant cost estimating sources. In addition, Wood Rodgers will discuss applicable mass grading costs with experienced land-leveling contractors. Costs for planning, engineering design, environmental compliance, and construction management will be determined based upon an appropriate percentage of the construction cost. Cost contingencies of 30 percent (or other appropriate value determined in consultation with the City) will be incorporated into the estimate.

- Deliverables: Four (4) Copies of a Draft Report and a Final Project Report will be provided to the City's Program Manager.

Budget

Wood Rodgers' proposed budget for this work is shown on **Table 1**. For your reference, enclosed are copies of Wood Rodgers' Invoicing, Payment, and Liability Policies (Exhibit A) and 2011 Fee Schedule (Exhibit B).

Schedule

It is proposed that the Draft Report be delivered to the City's Program Manager within six (6) weeks of receiving a signed Notice To Proceed (NTP) with the work. Following receipt of comments, the Final Report will be prepared within two (2) weeks of the receipt of comments.

Wood Rodgers appreciates the opportunity to submit this proposal for your consideration and looks forward to assisting you with this assignment.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,

Jonathan Kors, P.E., PMP
Principal

Enclosure

TABLE 1
CITY OF WOODLAND
FLOOD RISK REDUCTION ALTERNATIVES FORMULATION
PROPOSED BUDGET

	DIRECT LABOR CLASSIFICATIONS									
	Project Manager	Staff Civil Engineer	Supervising Hydrolgic/ Hydraulic Engineer	Staff Hydrolgic/ Hydraulic Engineer	Draftsman	Administrative Assistant	**TOTAL HOURS**	**DIRECT LABOR**	**REIMBURSABLES**	**TOTAL**
TASK	$185	$150	$160	$125	$95	$60				
A. Perform Project Management	8		4	8		2	22	$3,240	$81	$3,321
B. Develop Flood Risk Reduction Alternative	8	24	24	40	40		136	$17,720	$443	$18,163
C. Perform Alternative Analysis	8	40	24	40	40	4	156	$20,360	$509	$20,869
	24	64	52	88	80	6	314	$41,320	**TOTAL**	**$42,353**

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Approval of Agreement for the Homeless Coordination Project

Recommendation for Action

Staff recommends that the City Council take the following actions.

Adopt Resolution No._______, approving a three-year Homeless Coordination Project Agreement for the period of July 1, 2012 – June 30, 2015 (Fiscal Years 2013 – 2015) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

Fiscal Impact

The City will incur an annual cost of $20,000 for participating in the Homeless Coordination Project and fund its participation through housing monitoring fees it collects on an annual basis. The City collects approximately $16,000 each year. The difference of $4,000 will be funded through the City's Housing Assistance Fund.

Background

The City has partnered with the other cities in Yolo County and the County since July 1996 to support the countywide Homeless Services Coordinator and Cold Weather Shelter Program. The program contracts for a coordinator to seek State, Federal, and private grants for countywide homeless services and provides funding assistance for a cold weather shelter at Fourth and Hope (formerly known as the Yolo Wayfarer Center) for the homeless in Woodland. Yolo County administers the Homeless Coordination Project for the county and cities located in Yolo County. The total cost of the program for Fiscal Year 2012 is $70,000 with the City of Woodland's share being $20,000. Yolo County and West Sacramento will each contribute $20,000 while the City of Davis will provide $10,000 in funding. On July 3, 2012, the City Council approved funding in the amount of $20,000 to cover the City's cost share for Fiscal Year 2012 – 2013.

Discussion

The Agreement for the Homeless Coordination Project begins on July 1, 2012 and is self-renewing for two additional fiscal years (Fiscal Years 2013 and 2014). Any party to the agreement may cancel its participation in the project for an upcoming fiscal year by providing written notice to the other parties by May 15.

Public Contact

Public contact was provided through the posting of the City Council agenda.

Conclusion

Staff recommends that the City Council take the following actions.

Adopt Resolution No._______, approving a three-year Homeless Coordination Project Agreement for the period of July 1, 2012 – June 30, 2015 (Fiscal years 2013 – 2015) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Nick Ponticello
CDD Director

____
Paul Navazio
City Manager

Attachments

1. Resolution
2. Agreement for the Homeless Coordination Project

RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT FOR THE HOMELESS COORDINATION PROJECT FOR THE PERIOD OF JULY 1, 2012 – JUNE 30, 2015

WHEREAS, the City of Woodland has annually participated in the Countywide Homeless Services Coordinator and Cold Weather Shelter Program since 1996;

WHEREAS, the Countywide Homeless Services Coordinator and Cold Weather Shelter Program provides two services: (1) A Homeless Services Coordinator responsible for identifying/researching collaborative grant opportunities and assisting the Homeless and Poverty Action Coalition (HPAC) member agencies in developing grant applications and (2) Funding assistance for a countywide Cold Weather Shelter at Fourth and Hope (formerly know as the Yolo Wayfarer Center) in Woodland during the November to March period;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves a three-year Homeless Coordination Project Agreement for the period of July 1, 2012 – June 30, 2015 (Fiscal Years 2012 – 2014) to continue the Countywide Homeless Services Coordinator and Cold Weather Shelter Program and authorizes the City Manager to execute any and all documents needed for the City to implement the project.

PASSED AND ADOPTED by the City Council on February 19, 2013, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Marlin H. Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney

Dated:__________________________

County of Yolo

Department of Employment and Social Services
25 North Cottonwood Street, Woodland, CA 95695
Phone: (530) 661-2750
www.yolocounty.org

Edmund Smith
Interim Director

January 4, 2013

Paul Navazio, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

Dear Mr. Navazio:

Enclosed is a new contract for the Homeless Coordination Project, which funds the Homeless Coordinator and the Cold Weather Shelter. The proposed contract uses the new cost-sharing agreement recently made between the city managers. Accordingly, the County and the cities of West Sacramento and Woodland will each contribute 28.57%, and the City of Davis will contribute 14.29%, toward the total cost for FY 2012/13. The attachment provides budget details. The contract also recognizes the City of Winters as an ongoing partner in this Project.

Please review the enclosed contract for more detailed information and obtain city council approval at your next council meeting. Since original signatures from all four cities and the county are needed on the same page, please contact Kathy Redmond with the city council meeting date and she will arrange for delivery of the contract copies for signature, as well as pick up the executed contract. Kathy may be reached by phone at (530) 661-2716 or by email at DESSContracts@yolocounty.org.

Thank you for helping continue our tradition of cooperation and support and, again, please know that your contribution is making a significant difference in meeting the needs of the homeless in our communities. If you have any questions, please call me at (530) 661-2757.

Sincerely,

Edmund C. Smith
Interim Director

Enc.

AGREEMENT No. ________

(Agreement for the Homeless Coordination Project)

This Agreement, is made and entered into this 1st day of July, 2012, by and among the County of Yolo, a political subdivision of the State of California ("County"), and the City of Davis, City of West Sacramento, City of Winters and City of Woodland, each of which is a municipal corporation ("City" or "Cities").

WITNESSETH

RECITALS:

1. The parties hereto desire to continue activities begun on February 15, 1988 pursuant to Yolo County Agreement No. 88-36, and continued by Agreement Nos. 90-23, 93-154, 96-162, 99-297, 02-268, 05-275 and 06-284 to:

    A. Improve and expand services to homeless and very poor citizens of Yolo County,

    B. Increase funding for local agencies serving the homeless and very poor citizens of Yolo County,

    C. Increase the efficiency with which grant funds are obtained and managed by these agencies; and

    D. Develop and maintain the resources necessary for these agencies to fulfill their missions.

2. For this reason, the parties hereto enter into this Agreement.

AGREEMENTS:

1. COUNTY, in and for consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement, does hereby agree to furnish to the parties hereto, in fiscal year 2012/2013, the homeless services coordination and cold weather shelter services and materials as set forth in Attachments A (Homeless Coordinator Scope of Work), B (Yolo County Homeless and Poverty Action Coalition), and C (Cold Weather Shelter Scope of Services), in accordance with the budget and cost shares set forth in Attachments D (Budget) and E (Cost Shares).

    Each of the parties shall participate in the Yolo County Homeless and Poverty Action Coalition as set forth in Attachments A – E.

    The foregoing notwithstanding, Director of the Department of Employment and Social Services of COUNTY ("Director") and the Managers of the CITIES may, by written agreement, modify the budget and cost shares set forth in Attachments D and E, the Homeless Coordinator Scope of Work set forth in Attachment A and/or the Cold Weather Shelter Scope of Services set forth in Attachment C.

For each year after fiscal year 2012/2013, the COUNTY shall submit to the CITIES each year by August 15th final reports for both the homeless coordinator's activities and cold weather shelter services.

2. Term:

The term of the Agreement shall commence July 1, 2012 and shall be self-renewing for two additional fiscal years, subject to the conditions of this-term.

Upon providing city and county partners written notice thereof no later than May 1, 2013 for the period of July 1, 2013 through June 30, 2014, and no later than May 1, 2014 for the period of July 1, 2014 through June 30, 2015, the Director or his/her written designee may renew this Agreement on the same terms and conditions as set forth herein, dependent upon available funding. Should available funding increase, the Director may choose to increase compensation for the services provided under this contract.

Any party, at its sole option, may rescind their agreement to participate in this project for the forthcoming fiscal years by providing written notice to the other parties by May 15th of the proceeding fiscal year.

3. Amendment:

This Agreement may be amended only by written instrument signed by each party.

4. Licenses:

COUNTY shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to practice expert professional services required in this Agreement.

5. Standards:

COUNTY shall perform the services described in a professional and business-like manner. All work products shall be prepared in accordance with the standards of quality satisfactory to the CITIES.

6. Personnel:

COUNTY shall assign only competent personnel to perform services pursuant to this agreement.

7. Exculpatory Clause:

Each party (the indemnifying party) shall indemnify, defend and hold harmless the other parties, their officers, agents, employees and volunteers from and against all claims, demands, losses, damage, liability, cost and expenses of whatsoever nature including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by the negligent acts or omissions of the indemnifying party in the performance of this Agreement.

8. Records:

COUNTY shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each CITY at any reasonable time during the performance of this Agreement and for a period of three (3) years from and after the date of final payment.

9. Independent Contractor:

It is specifically understood and agreed that the COUNTY is an independent contractor and is not subject to the direction and control of any CITY except as to the final result. COUNTY shall be solely liable and responsible to pay all required taxes and other personnel and retirement obligations including, but not limited to, withholding and Social Security. COUNTY agrees to indemnify and hold each CITY harmless from any such liabilities that it may incur to the Federal or State governments as a consequence of this contract.

10. Time:

Time is of the essence of this Agreement.

11. Alteration:

The parties reserve the authority to modify the terms of this Agreement, however, no alteration or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the parties hereto.

12. Laws:

The COUNTY shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits. The COUNTY shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. Successors:

This Agreement shall inure to the benefit and bind the successors of each of the parties.

14. Payment:

Each party hereto, for and in consideration of the covenants, conditions, agreements and stipulations herein expressed, does hereby agree to pay the sums set forth in Attachment E (Cost Shares) within 30 days of execution of this agreement, and by December 31st of each subsequent contract year. Any unexpended funds shall be returned to the cities according to the Cost Shares set forth in Attachment E no later than November 30th of each contract year.

15. Notice:

All notices authorized or required by this Agreement shall be deemed to be served and effective for all purposes on the date on which they are reduced to writing and deposited in the United States mail, postage prepaid and addressed as follows:

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695

County of Yolo
DESS Director
25 North Cottonwood Street
Woodland, CA 95695

Steve Pinkerton, City Manager
City of Davis
23 Russell Boulevard, Suite 1
Davis, CA 95616

Martin Tuttle, City Manager
City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

Paul Navazio, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

John W. Donlevy, Jr., City Manager
City of Winters
318 First Street
Winters, CA 95694

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

COUNTY OF YOLO

By ______________________________
Duane Chamberlain, Chairman
Board of Supervisors

ATTEST:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By ______________________________
Deputy
(Seal)

Approved as to Form:

By ______________________________
Robyn Truitt Drivon, County Counsel

CITY WEST SACRAMENTO

By ______________________________
Christopher Cabaldon, Mayor

ATTEST:

By ______________________________
Kryss Rankin, City Clerk
(Seal)

CITY OF DAVIS

By ______________________________
Joe Krovoza, Mayor

ATTEST:

By ______________________________
Zoe S. Mirabile, City Clerk
(Seal)

CITY OF WINTERS

By ______________________________
Cecilia Aguiar-Curry, Mayor

ATTEST:

By ______________________________
Nanci Mills, City Clerk
(Seal)

CITY OF WOODLAND

By ______________________________
Marlin H. "Skip" Davies, Mayor

ATTEST:

By ______________________________
Ana Gonzalez, City Clerk
(Seal)

ATTACHMENT A

Scope of Work
Yolo County Homeless Coordinator

July 1, 2013 – June 30, 2014

The Contractor will carry out duties with the goal of eliminating gaps in services to the needy and homeless of Yolo County as identified by the Homeless and Poverty Action Coalition (HPAC). In addition, the Contractor shall provide the following services:

1. The Federal Department of Housing and Urban Development (HUD) has emphasized that a Continuum of Care should involve multiple responsibilities. To that end, the Homeless Coordinator shall serve as the Continuum of Care Coordinator and, with the assistance of member agencies of HPAC, shall be responsible for conducting a single, well-coordinated, collaborative planning process for homeless assistance; creating an annual agenda of goals and objectives with year round activities; maintaining and expanding an active involvement by a broad, inclusive and diverse group of agencies and organizations; coordinating with the community's Executive Commission of the Ten-Year Plan to End Homelessness; writing and coordinating the submission of a high quality annual Continuum of Care plan to HUD; and completing other activities and reports that adhere to the obligations and responsibilities of the local Continuum of Care in meeting HUD mandates.

2. Develop and maintain homeless grants including, but not limited to, Community Development Block Grant, Emergency Solutions Grant, Supportive Housing Program/Continuum of Care, Emergency Housing Assistance Program, Emergency Food and Shelter Program, and Community Services Block Grant, to support the work of HPAC and its member agencies with a focus on collaborative grant opportunities. Grant writing for individual agencies is permitted if it addresses an identified gap in services and award amounts will be counted toward performance measures (Exhibit E). The grants should be federal, state, local and private.

    a. Research and present, orally and in writing, funding opportunities that are available to HPAC member agencies at the monthly HPAC meeting. Funding opportunities may be federal, state, local and/or private and may, but need not be, collaborative in nature. Information on funding opportunities may be used by HPAC member agencies to write their own grant applications to these funding opportunities.
    b. Maintain a log in Excel spreadsheet form of grants identified, researched and presented to HPAC. In addition to other relevant information, the log shall contain:
        - The names of the grants applied for
        - The grants received, by agency and amount, and
        - A cumulative total of grant funds applied for and received.

3. Write and/or coordinate submission of grant proposals, making sure that all requirements are met and, if awarded, following through until funds are received. The Coordinator is

responsible for coordinating and writing collaborative proposals, including but not limited to obtaining signatures and local government approvals. When the Coordinator writes and coordinates individual proposals as approved by the County and HPAC to address a gap in services, the Coordinator is responsible for obtaining signatures and local government approvals. For all individual proposals written by an applicant agency, the Coordinator is responsible for reviewing and providing technical assistance; applicant agency is responsible for obtaining signatures and approvals.

4. Attend at least 80% of the monthly HPAC meetings and Continuum of Care meetings as scheduled and provide information as requested by HPAC. HPAC currently meets the fourth Wednesday of each month.

5. Provide written monthly reports and a final report at the end of each fiscal year in a format specified by the County, including information showing compliance with performance measures contained in Exhibit B of the RFP and set forth in the contract. Monthly reports are due with Contractor's monthly billing, no later than the 15th of the following month. The annual report is due no later than 30 days after the end of the County fiscal year. Contractor shall also send copies of the reports to the HPAC Chair, and the City Managers, or designees, for the cities of Davis, West Sacramento, Winters and Woodland.

6. Meet no less than twice per year, or as requested, with representatives from the County and Cities, as designated or requested by the Director, to provide updates on the activities included in the monthly report and upcoming events, information on current issues including trends in funding, as well as technical assistance, and gain an understanding of each community's concerns and priorities.

ATTACHMENT B

YOLO COUNTY HOMELESS AND POVERTY ACTION COALITION

HPAC MEMBER SERVICE PROVIDERS

- Broderick Christian Center West Sacramento
- City of Davis
- City of West Sacramento
- City of Winters
- City of Woodland
- Community Housing Opportunities Corporation
- CommuniCare Health Centers, Inc.
- Davis Community Meals
- Food Bank of Yolo County
- Grace in Action
- Legal Services of Northern California
- Rural Innovations in Social Economics (RISE, Inc.)
- Sexual Assault and Domestic Violence Center (SADVC)
- Short Term Emergency Aid Committee (STEAC)
- Turning Point Community Programs
- Woodland Volunteer Food Bureau
- Yolo Community Care Continuum
- Yolo County Children's Alliance
- Yolo County Housing
- Yolo County
    - Cold Weather Shelter
    - Department of Alcohol, Drug, and Mental Health Services
    - Department of Employment and Social Services
- Yolo Crisis Nursery
- Yolo Family Resource Center
- Yolo Wayfarer Center

HPAC PARTNER AGENCIES

- Community Services Action Board
- Community Services Planning Council
- State of CA Department of Housing and Community Development
- US Department of Housing and Urban Development
- U.S. Veteran's Administration
- Yolo County Office of Education

ATTACHMENT C

COLD WEATHER SHELTER
SCOPE OF SERVICES
FOR
FALL AND WINTER 2013/2014

Following are the minimum service requirements of this contract:

The Contractor will provide Cold Weather Shelter services in the following manner:

1. The Cold Weather Shelter and related services will be provided at 207 Fourth Street in Woodland, California.

2. The Shelter shall be open a total of 120 nights per program year, from November 15th to March 15th unless, with consent of the Director, weather conditions warrant a later or earlier opening or closing date.

3. The Shelter shall provide not less than 10 beds per night at a rate of $29 per bed per night.

4. Contractor shall provide the following items to cold weather shelter clients staying at the shelter:
   - On site breakfast each morning.
   - Necessary personal cleaning and hygiene items, including but are not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs, and toilet paper.
   - Case management after five nights of shelter services. Upon the fifth night of receiving shelter services, each client must meet with a case manager who completes a full intake, which includes client's history of homelessness, employment and income. Staff then helps client identify goals to reach independence and develops a plan to assist client in reaching those goals.
   - Help with accessing resources including SSI, disability, Veterans benefits, medical assistance, employment and housing assistance. Contractor shall assist up to 65% of the clients seeking emergency shelter in obtaining income and housing.

5. Hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week.

6. The Contractor shall ensure that:
   a. Loitering is prohibited in the vicinity of the Shelter.
   b. Drugs and alcohol are prohibited within, and in the vicinity of the Shelter.
   c. All disturbances will be reported immediately to the appropriate jurisdiction's law enforcement agency.
   d. The area around the Shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.

7. The Shelter shall be open to all persons, regardless of race, religion, sex, and age, and that any denial of access to the Shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules, and/or lack of need criteria.

8. The Shelter shall be operated in a manner consistent with municipal fire safety regulations and occupancy requirements.

9. An operable telephone and emergency phone number shall be available at all times during operation of the Shelter.

10. Should the Contractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the Contractor shall immediately notify the Director.

11. The Contractor shall notify the Director and the Cities immediately if Contractor deems it advisable to change the Shelter location from the approved site. Contractor shall not change the Shelter location without the approval of the Director.

12. Closure: The Contractor may determine that closure of the Shelter is advisable due to the following conditions:
    a. Unusually warm weather
    b. Lack of guests
    c. Conditions which render the Shelter building unsafe for occupancy

    If Director approves action to close the Shelter, the Contractor shall notify the Director and the Cities by the next business day following closure as to the plans for reopening the Shelter, if any.

Notification shall be made to:

- County of Yolo; Attn: DESS Director, 25 North Cottonwood Street, Woodland, CA 95695
- City of Davis; Attn: Steve Pinkerton, City Manager, 23 Russell Boulevard, Davis, CA 95616
- City of West Sacramento; Attn: Martin Tuttle, City Manager, 1110 West Capitol Ave., 3rd Floor, West Sacramento, CA 95691
- City of Winters; Attn: John W. Donlevy, Jr., City Manager, 318 First Street, Winters, CA 95694
- City of Woodland, Attn: Paul Navazio, City Manager, 300 First Street, Woodland, CA 95695

ATTACHMENT D

BUDGET STATEMENT

Fiscal Year 2012/2013

Homeless Coordinator	$35,000.00
Cold Weather Shelter	$35,000.00
Total FY 2012/2013	$70,000.00

Fiscal Year 2013/2014

Homeless Coordinator	$35,000.00
Cold Weather Shelter	$35,000.00
Total FY 2010/2011	$70,000.00

Fiscal Year 2014/2015

Homeless Coordinator	$35,000.00
Cold Weather Shelter	$35,000.00
Total FY 2011/2012	$70,000.00

ATTACHMENT E

COST SHARES

For Fiscal Year 2012/2013, and each fiscal year thereafter

Jurisdiction	**Cost Shares**	**FY 2012/2013**		
		Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	14.29%	$10,000	0	$10,000
City of West Sacramento	28.57%	$10,000	$10,000	$20,000
City of Woodland	28.57%	$10,000	$10,000	$20,000
County of Yolo	28.57%	$ 5,000	$15,000	$20,000
Total	**100%**	**$35,000**	**$35,000**	**$70,000**

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: 2012/2013 ADA Improvement Project, CIP 13-02; Approve Plans and Specifications, Authorize Bid Advertisement, and Authorize the City Manager to Execute the Construction Contract

Recommendation for Action

Staff recommends that the City Council approve the project design and bid package for the 2012/2013 ADA Improvement Project, CIP 13-02, authorize bid advertisement and authorize the City Manager to award the construction contract to the lowest, responsive, responsible bidder up to $130,000.

The project will improve accessibility to the locations shown on the attached project location map, which will include the installation of curb ramps, detectable warning strips, and the replacement of non-compliant driveways. Staff is requesting that the City Manager be authorized to award the construction contract in order to expedite the project completion date. Because the project is funded with Community Development Block Grant funding (CDBG), the City needs to complete the project by the end of the fiscal year.

Fiscal Impact

The project is fully funded in the Capital Budget. The total budget is $150,000, which is funded by the 2012/2013 Community Development Block Grant (CDBG). The difference between the total project budget and the construction contract represents the amount budgeted for design, construction management and construction contingency.

There is no impact to the General Fund.

Background

The City of Woodland applies for CDBG funds annually from the United States Department of Housing and Urban Development (HUD). CDBG funds must be used for activities that assist lower-income persons and to eliminate conditions of blight from the community.

In 2012, the Engineering Division applied for and received $150,000 in CDBG grant funding for access improvements for persons with disabilities to various locations within the City.

The project conforms to the requirements of the CDBG grant, the American with Disabilities Act and is fully supported by the City's ADA citizen's advisory committee. Wherever reasonable, construction hours will be limited such that work is completed in a manner that minimizes disruption to local businesses. The project locations were selected from the City's priority route, which gives access to public facilities such as the County buildings and public schools on Beamer Street. The priority route locations have been determined through the City's ADA transition program. The project locations are shown on the attached map.

Upon Council authorization, the project bids will be solicited with an approximate bid opening date of late March. Staff anticipates bid award and beginning of construction around the middle of April.

Conclusion

Staff recommends that the City Council approve the project design and bid package for the 2012/2013 ADA Improvement Project, CIP 13-02, authorize bid advertisement and authorize the City Manager to award the construction contract to the lowest, responsive, responsible bidder up to $130,000.

Prepared by: Diana R. Ayón, PE
Associate Civil Engineer

Prepared by: Brent Meyer, PE
Principal Civil Engineer/City Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director

____
Paul Navazio
City Manager

Attachment: Project Location Map


LEGEND
ADA Priority Route
for CDBG 2012-2013

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Authorize the City Manager to Execute a Professional Services Agreement with Bay Area Economics

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement to develop a revised Master Woodland-Yolo County Revenue Share Agreement.

Council Goal

The recommendation is consistent with the City's goals for economic development including local and regional cooperation and leadership.

Fiscal Impact

While there are no immediate impacts, a revised Woodland-Yolo County Revenue Share Agreement is intended to provide a clear path towards agreement on revenue sharing between the City of Woodland and Yolo County.

The proposed Scope of Work is budgeted to be $56,100. The cost will be billed on a fixed –fee basis, with contingency allowance for certain tasks if additional work is necessary. A condition of the Gateway II Development Agreement requires Petrovich Development Company to pay for twenty-five percent of the cost. It is anticipated that the Woodland Commerce Development project will provide an equal amount and the city will pay the remainder of the cost. The source of funds is the additional General Funds received as a result of the dissolution of the Woodland Redevelopment Agency.

Report in Brief

The intent of the Scope of Services for a revised Revenue Share Agreement is to consider future possible annexations as well as the two pending sites (1)Gateway II Phase I (approximately 63 acres) and (2) Woodland Commerce Center (Knaggs Estate-approximately 147 acres).

Background

In 2009, city staff engaged the County in the process of developing a revised Revenue Share Agreement (RSA) for pending and future projects that would undergo annexation to the City's incorporated area. It was also at that time that Gateway II was negotiating a Development Agreement (DA) with the City for the future uses and the process the city and Petrovich Development Company (PDC) would take to annex Gateway II into the City. Eventually, as a condition of the DA, PDC has been tasked with paying for twenty-five percent (25%) of the cost for a Revenue Share Agreement including several parcels or one hundred percent of the cost if it were to be a site specific RSA.

Bay Area Economics had been selected in early 2010 to develop a Scope of Services for the RSA and due to pending lawsuits and other circumstances, the tasks of the RSA development were not completed.

Since that time, the City has also been working with Rubicon Partners on behalf of Knaggs Estate for the annexation of the area known as Woodland Commerce Center located at the northwest corner of East Main Street and CR102. Staff, with the assistance of the consultant, is preparing the Administrative Draft of the Environmental Impact Report (EIR) and the Woodland Commerce Center group is prepared to support the RSA development to continue to make progress toward annexing their land into the City's incorporated area.

Currently both parties require a county agreed upon RSA before they proceed with LAFCO.

Discussion

With Council's authorization for the City Manager to execute the Professional Services Agreement for the development of a revised Woodland-Yolo County Revenue Share Agreement, staff is prepared to partner with Bay Area Economics and begin the process to determine the general approach to the RSA development and then acquire baseline data to use as a starting point for understanding fiscal impacts of potential annexations to the City of Woodland and potential revenue sharing agreements. The next step will involve conducting additional analysis to develop a set of revisions to the RSA that will be agreeable to the City and the County.

Conclusion

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement to develop a revised Master Woodland-Yolo County Revenue Share Agreement.

Prepared by: Wendy Ross
Economic Development Manager.

Reviewed by: Nicholas J. Ponticello
Community Development Director

Paul Navazio
City Manager

Attachments:
1. Draft Professional Services Agreement with Bay Area Economics
2. Proposed Scope of Services

DRAFT
2.12.13

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

CM #	

This Agreement is made and entered into this 20th day of February, 2013 by and between the City of Woodland, a California municipal corporation ("City") and Bay Area Economics, Inc., a CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in developing Revenue Share Agreements for public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services for the Woodland-Yolo County Revenue Sharing Project ("Project") as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from February 20, 2013 to September 30, 2013 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed (approximately Fifty-Six Thousand Dollars, ($56,100) without written approval of City's [***INSERT TITLE***]. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Community Development staff.

5.3.1 City's Representative. The City hereby designates Wendy Ross to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates Matt Kowta to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

6.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of $1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.2.5 Endorsements. ?

6.2.6 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and **Error! Reference source not found.** Contractor's Pollution Liability

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

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

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

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

6.2.6.5 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.2.7 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

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

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

6.2.8 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

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

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

6.4 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.5 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.6 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.7 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Wendy Ross, Economic Development Manager

Consultant:

BAY AREA ECONOMICS, INC.
803 2nd St., Suite A
Davis, CA 95616
Attn: Matt Kowta

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Attorneys Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.8 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

11.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.13 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

11.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.20 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND	[INSERT NAME OF CONSULTANT]
By: ____________________________ Paul Navazio City Manager	By: ____________________________ [Title]
Attest:	*Attest:*
By: ____________________________ Ana Gonzalez City Clerk	By: ____________________________ [Name] [Title]
Approved as to Form:	
By: ____________________________ Best Best & Krieger LLP City Attorney	

EXHIBIT "A"

SCOPE OF SERVICES

Work Scope

Phase I: Project Initiation, Baseline Conditions, and Initial Revenue Projections

In the initial stage of the project, BAE will work with City staff to confirm the general approach to the project and then develop baseline data to use as a starting point for understanding fiscal impacts of potential annexations to the City of Woodland and potential revenue sharing arrangements. The results of the Phase I work will inform the development of a work scope for Phase II of the project, which will involve conducting additional analysis to develop a set of revisions to the revenue sharing agreement which will be mutually agreeable to the City and the County.

Task 1: Start-Up

BAE's project manager, Matt Kowta, will attend a start-up meeting with City staff. The purpose of the first segment of this meeting will be to discuss overall project objectives, project background, review the work process and scope, timing, and work products. This meeting will also include discussion of coordination of the revenue sharing work scope with the work scope for the Woodland General Plan Update fiscal analysis.

Task 2: Collect and Review Background Materials

Although the current effort will involve developing revenue sharing agreement(s) that are applicable to the Knaggs/Rubicon Partners and the Gateway II projects, as part of this task, BAE will review any available project planning information for identified potential annexation projects, including the fiscal analysis recently completed for the City, for the Gateway II project. This will allow development of the revenue sharing agreement to consider the range of future annexation projects for which the revenue sharing agreement may serve as a template. Potential annexation projects identified at this time include:

- Kamilos/Spreckels Industrial Business Park
- Knaggs/Rubicon Partners
- Gateway II
- New Woodland Partners
- Old Wastewater Treatment Plant site
- Petrovich Development (22 acres for stormwater detention)

BAE will also collect and review City and County budget information, and map the various potential annexation projects and compare the locations of the projects to maps of County Tax Rate Areas (TRAs). This is important, because the Tax Rate Areas dictate the different shares of property taxes currently allocated to the County and fire districts for property located in different unincorporated areas around Woodland, which in turn dictate the amount of property tax that will be available to discuss splitting between the City and the County upon annexation. Once the appropriate tax rate areas are identified, BAE will contact the County Auditor-Controller's office to obtain the current property tax allocation tables for each potentially affected TRA. BAE will also request information from the Auditor-Controller's office regarding the current average proportions of property taxes allocated to the City and the County, for property within the City.

Task 3: Document Current "Service/Revenue Standards"

BAE will next collect and compile information regarding current service standards for the City and County, based on current revenues and current service populations in the City and County, respectively. BAE will work with City and County budget officials to collect and compile information on budgeted general purpose discretionary operating revenues for the agreed-upon fiscal years, for each jurisdiction. BAE will then collect information to estimate the existing service populations (persons served) in each jurisdiction, including estimated residents and estimated people employed in local businesses. For the County, BAE will need to distinguish between persons served by countywide services, versus persons served by services provided only in unincorporated areas.

Task 4: Develop City and County Revenue Projections for Up to 4 Annexation Projects

BAE and City staff will collaborate to select up to four potential annexation projects to use for initial fiscal impact modeling. The four projects will be selected include Knaggs/Rubicon and Gateway II, along with two other projects which may include specific future annexation projects that have been identified, or which may be defined as "prototype" projects, to provide examples of the fiscal impacts from a diverse range of project types that have different revenue implications. Utilizing the descriptions of potential annexation projects from Task 2, along with the budget information from Task 3, along with additional analysis to be conducted by BAE to determine potential new revenues (for the City and/or County as appropriate) for such major items as property tax, sales tax, and property tax in-lieu of vehicle license fees, BAE will develop revenue projections to estimate whether each jurisdiction would be able to achieve a level of revenues at least equal to their current revenue standards, as identified in Task 3. This exercise will assume that the current master revenue sharing agreement number 80-416 will dictate the property tax split between the City and the County, with 51.6 percent of the property tax revenues that otherwise would have been allocated to the County if not for the annexation being allocated to the City, and the remainder allocated to the County.

Task 5: Prepare Memo Regarding Projected Revenues Per Service Population, for City and County

After completing Tasks 1-4, BAE will prepare a memo to present the data and calculations regarding current revenues per service population, for the City and the County, and projected revenues per service population for each jurisdiction, under each of the four annexation scenarios. This memo will explore which scenarios would produce revenues equal to or exceeding the City's and County's current revenue standards under the current revenue sharing agreement. The memo will identify any scenarios where:

1. Both City and County would be expected to receive revenues in excess of their current revenue standard. In this case, an analysis will be made of whether either jurisdiction would be expected to receive a disproportionate surplus.

2. Either the City or the County would be expected to receive revenues below their current revenue standard, but the other jurisdiction would be expected to receive sufficient surplus that the surplus could be redistributed so that both jurisdictions could at least achieve their current revenue standard.

3. Either the City or the County would be expected to receive revenues below their current revenue standard, but the surplus expected for the other jurisdiction would not be expected to receive sufficient surplus to allow a re-allocation that would allow both jurisdictions to achieve their current revenue standard.

4. Both the City and the County would be expected to receive revenue below their current revenue standard, such that revenue enhancements or service standard reductions would be necessary in order to ensure that both jurisdictions are not likely to experience fiscal deficits.

Based on the results of this analysis, BAE will provide discussion regarding the implications for revenue sharing, and recommend a second phase of analysis that would be geared towards developing a set of proposed revisions to the City/County revenue sharing agreement. BAE will also include in this memo a discussion of any relevant findings from concurrent work underway for the fiscal analysis of the General Plan Update, which may reveal important findings regarding future service cost implications due to changes in adopted City service standards and/or findings regarding special concerns regarding the cost of expanding services to certain locations in Woodland and/or to extend services for certain types of land uses. This information is intended to help the City evaluate the implications of the revenue projections for the different scenarios and whether the City would be comfortable that if annexation scenarios could achieve revenues at least equal to the current revenue standards, they would, at a minimum, not generate fiscal deficits for the City.

BAE will prepare an Administrative Draft memo and submit it to City staff for review and comment. BAE's project manager will be available to discuss the Administrative Draft with City staff and answer any questions. Upon receipt of a single consolidated set of City comments, BAE will prepare and submit a Draft Memo.

As part of this task, BAE's project manager will participate in a meeting with City and County staff to review the Draft memo and its findings. The purpose of this meeting will be to solicit County staff input on the methodology, results, and findings from the Phase I analysis, and to explore whether there are any initial points of agreement between City and County staff on the implications of the Phase I findings for revisions to the master revenue sharing agreement. This will include some general discussions about what types of additional analysis might be necessary to support development of a mutually agreeable set of revisions to the master revenue sharing agreement.

Based on the results of the meeting, BAE will then revise the Draft memo to include a recommended work scope and budget for the Phase II work. This may include work to address County comments or concerns with the Phase I analysis methodology and results as well as additional analysis needed to support development of revisions to the master revenue sharing agreement.

Depending on the results of the Phase I analysis, the work scope may include additional analysis and fiscal modeling, development of alternative revenue sharing structures and running tests to determine the fiscal results they would produce for the City and the County under different annexation scenarios, and/or potentially defining a new scenario based on buildout of one or more of Woodland's General Plan Update Alternatives (or proposed General Plan Update, depending on timing and availability of assumptions) to test the long-term implications of potential revenue sharing arrangements.

Alternatively, it is possible that City and County representatives may feel that the results of the Phase I analysis provide a clear path towards agreement on revenue sharing revisions and that the main thrust of the Phase II analysis will be development of agreement on specific language regarding revenue sharing agreement revisions.

Phase II: Additional Fiscal Modeling and Development of Revised Revenue Sharing Agreement

In this phase of the project, BAE will work with City and County staff representatives to conduct additional fiscal analysis and develop a set of proposed revenue sharing agreement revisions for consideration by the City Council and the Board of Supervisors, following the work scope recommended in the Phase I memo. The objective of the Phase II work will be to develop a proposed revenue sharing agreement in collaboration with Yolo County officials that will be mutually agreeable to both the City and the County. The primary focus of the revised agreement will be to address the requirements for annexation of the Knaggs/Rubicon Partners and Gateway II properties; however, one additional objective will be to structure the revised agreement in a way that it can serve as a template for revenue sharing agreements for future annexation projects that the City anticipates.

Budget

It is proposed that the project be billed on a fixed-fee basis, with a contingency allowance for certain tasks if additional work is deemed necessary beyond the specific parameters defined for each task.

Phase I: Project Start-Up and Baseline Assumptions

Task 1: Start-Up	*$1,000*
Task 2: Collect and Review Background Materials	*$3,500*

Task 3: Document Current "Service/Revenue Standards"	*$5,600*
Task 4: Develop City and County Revenue Projections for 4 Scenarios	*$16,000*
Task 5: Prepare Phase I Memo (including meeting with City and County staff)	*$5,000*
Sub-Total Phase I Budget	***$31,100***

Phase II: Additional Fiscal Modeling and Development of Revenue Sharing Agreement

Estimated Budget (details t.b.d. at conclusion of Phase I):	***$20,000***
Contingency	***$5,000***
Project Total (including optional tasks)	***$56,100***

Timeline for Phase I and Phase II Work

Following is a timeline for completion of the Phase I work, assuming City Council approval of the contract on February 19, 2013. Also included is a rough estimate of the timeline for Phase II work; however, the exact duration of Phase II will depend upon the outcomes of Phase I and the additional analysis and coordination needed to arrive at proposed terms of a mutually agreeable revised revenue sharing agreement with Yolo County officials.

Phase I

Task 1: Start-Up	through March 1
Task 2: Collect and Review Background Materials	through March 1
Task 3: Document Current "Service/Revenue Standards"	through March 15
Task 4: Develop City and County Revenue Projections for 4 Scenarios	through March 29
Task 5: Prepare Phase I Memo (incl. meet with City and County staff)	through April 12 (draft) through April 26 (final)

Phase II

Initiate Phase II	by May 17
Complete Phase II	t.b.d., targeting July, 2013

EXHIBIT "B"

SCHEDULE OF SERVICES

Timeline for Phase I and Phase II Work

Following is a timeline for completion of the Phase I work, assuming City Council approval of the contract on February 19, 2013. Also included is a rough estimate of the timeline for Phase II work; however, the exact duration of Phase II will depend upon the outcomes of Phase I and the additional analysis and coordination needed to arrive at proposed terms of a mutually agreeable revised revenue sharing agreement with Yolo County officials.

Phase I

Task 1: Start-Up	through March 1
Task 2: Collect and Review Background Materials	through March 1
Task 3: Document Current "Service/Revenue Standards"	through March 15
Task 4: Develop City and County Revenue Projections for 4 Scenarios	through March 29
Task 5: Prepare Phase I Memo (incl. meet with City and County staff)	through April 12 (draft)
	through April 26 (final)

Phase II

Initiate Phase II	by May 17, 2013
Complete Phase II	tbd, targeting July, 2013

EXHIBIT "C"

COMPENSATION

Budget

It is proposed that the project be billed on a fixed-fee basis, with a contingency allowance for certain tasks if additional work is deemed necessary beyond the specific parameters defined for each task.

Phase I: Project Start-Up and Baseline Assumptions

Task 1: Start-Up	*$1,000*
Task 2: Collect and Review Background Materials	*$3,500*
Task 3: Document Current "Service/Revenue Standards"	*$5,600*
Task 4: Develop City and County Revenue Projections for 4 Scenarios	*$16,000*
Task 5: Prepare Phase I Memo (including meeting with City and County staff)	*$5,000*
Sub-Total Phase I Budget	***$31,100***

Phase II: Additional Fiscal Modeling and Development of Revenue Sharing Agreement

Estimated Budget (details t.b.d. at conclusion of Phase I):	***$20,000***
Contingency	***$5,000***
Project Total (including optional tasks)	***$56,100***

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Adopt Resolution No.______ endorsing the Next Economy Regional Prosperity Plan, which includes strategies aimed at accelerating job creation and economic health across the six-county region

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. ____ endorsing the Next Economy Regional Prosperity Plan, which includes strategies at accelerating job creation and economic health across the six-county region.

Council Goal

The recommendation is consistent with the City's goals for economic development including regional cooperation and leadership.

Fiscal/Economic Impact

While there are no immediate impacts, participation in a regional economic development plan will help to broaden, diversify and accelerate the City's tax base and revenue streams to support and enhance high quality services to residents and businesses.

Supporting this effort has no fiscal impact on the City.

Background

Over the past year, the Next Economy coalition convened to create an economic development strategy for the capital region. The resulting Capital Region Prosperity Plan was developed in partnership with the region's business leadership, education, local governments and various other participating stakeholders. Leading business organizations included the Sacramento Metropolitan Chamber of Commerce, the Sacramento Area Commerce and Trade Organization (SACTO), the Sacramento Area Regional Technology Alliance (SARTA) and Valley Vision. The initiative encompasses the counties of Sacramento, Placer, EI Dorado, Sutter, Yolo and Yuba as well as their incorporated cities. The Plan seeks to identify, build upon and promote the region's competitive strengths and put forth a set of inter-related strategies to accelerate job and wealth creation and boost new investment across the region.

Discussion

The Next Economy Regional Prosperity Plan is a regional workforce development plan which is in alignment with the City's Economic Development component of the City's strategic goals. The Plan proposes to form a partnership among local and regional, public and private agencies to create jobs in six cluster areas across the region over the next five years. If effective, this Plan will also market and promote our region to potential new businesses and offer opportunities for retention and expansion to existing businesses.

For the region's businesses to compete successfully in a global economic environment, it is vital that both public and private interests in the region work together to maximize their competitive advantages. Such collaborative and coordinated economic development can stimulate job creation and prosperity across the region. The Plan is a tool to advance such an objective. The region's cities and counties are now being asked to support the Next Economy initiative and the core principles in the Plan by adopting supportive resolutions.

An executive summary of the Plan is attached to this report. It lays out five principal goals and a unified vision for achieving the objectives and strategies that will be activated through a set of high-priority actions and performance measures scheduled to begin in the first quarter of 2013. An implementation plan with metrics for measuring success is forthcoming and expected to be released in mid-March.

City Council members have received various presentations regarding the Next Economy Plans via various Boards and Committees you are actively involved with on behalf of the City.

Commission/Committee Recommendation

Members of the Economic Development Subcommittee have expressed support for the Next Economy Regional Prosperity Plan.

Conclusion

Staff recommends that the City Council adopt Resolution No. ____ endorsing the Next Economy Regional Prosperity Plan, which includes strategies at accelerating job creation and economic health across the six-county region.

Prepared by: Wendy Ross
Economic Development Manager

Reviewed by: Nicholas J. Ponticello
Community Development Manager

____
Paul Navazio
City Manager

Attachments: Resolution
Next Economy Regional Prosperity Plan Executive Summary

RESOLUTION NO. ______

A RESOLUTON OF THE CITY OF WOODLAND ENDORSING THE NEXT ECONOMY REGIONAL PROSPERITY PLAN AND AUTHORIZING THE CITY MANAGER TO ALIGN THE CITY OF WOODLAND ECONOMIC DEVELOPMENT EFFORTS IN SUPPORT OF ITS IMPLMENTATION

WHEREAS, the Capital Region has experienced economic hardship and associated lagging recovery as a result of the “Great Recession;” and

WHEREAS, our economy competes and succeeds as a region; and

WHEREAS, our individual jurisdictions strive to work together to improve our region’s economy to compete within the state, nation and international economies; and

WHEREAS, the Next Economy is a business-led, volunteer-driven regional effort to grow the $97 billion annual Capital Region economy; and

WHEREAS, given the size and complexity of the challenges, economic development activities must be strategic and synchronized if they are to have lasting impact; and

WHEREAS, realizing that no single organization can accomplish the broad range of strategies and actions encompassed within the Next Economy, business, government leaders, educations institutions, not-for-profit economic development organizations and private industry must come together to positively impact our regional economy; and

WHEREAS, the Next Economy is deliberately designed to invite direct participation from the broadest array of organizations; and

WHEREAS, the public sector, as a leader and integral partner with the private sector in any regional economic development success, must be fully engaged;

NOW, THEREFORE BE IT RESOLVED that the City of Woodland endorses the Next Economy Regional Prosperity Plan and authorizes the City Manager to actively engage in shaping and implementing the plan and to integrate it into the City of Woodland economic development activities.

PASSED AND ADOPTED on this __________ day of February, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Marlin (“Skip”) Davies, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Andrew Morris, City Attorney

next economy
CAPITAL REGION PROSPERITY PLAN

CALL TO ACTION: Accelerate Job Creation and New Investment in California's Capital Region

Through this action-oriented Prosperity Plan, the Capital Region of California, covering El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba counties, joins together to pursue a competitive and strategic economic development agenda to bring about resiliency, vitality and a wide range of new opportunities for job creation, innovation and increased investment.

Next Economy is a business-led, volunteer-driven regional endeavor that strives to move a $97 billion annual economy that has suffered economic hardship and a lagging recovery into one that is diversified, robust and sustainable. Recognizing that competition in today's global economy increasingly occurs at the regional level, and that the Region's economic advantages are narrowing under dated models, business leadership from the Sacramento Metro Chamber, the Sacramento Area Commerce and Trade Organization (SACTO), the Sacramento Regional Technology Alliance (SARTA) and Valley Vision launched **Next Economy** as a collective response. This initiative uncovers competitive strengths and maps out a set of interlocking strategies that can accelerate job and wealth creation and boost new investment across the Capital Region.

Given the size and complexity of the challenge, economic development activities must be strategic and synchronized if they are to have lasting impact. It is clear that broad based job creation efforts are necessary to revive economic health on a regional scale and that a series of independent, localized steps will not bring about true economic growth and prosperity for all.

More than a plan, **Next Economy** is a movement. It aims to align regional economic development activities and focus them for maximum impact. To do so, **Next Economy** poses a region-wide **CALL-TO-ACTION**: *Mobilize private industry, government, academic and civic leadership to focus on a set of common strategies and actions to accelerate job creation and new investment in California's Capital Region with the goals of supporting innovation and entrepreneurship, diversifying the regional economy, and improving the business climate for economic growth.*

Realizing that no single organization can accomplish the broad range of strategies and actions encompassed within the Prosperity Plan, **Next Economy** challenges government leaders, educational institutions, not-for-profit economic development organizations and private industry to initiate bold new approaches to bring about economic recovery and to actively work together to make those approaches succeed. In this way, **Next Economy** is deliberately designed to invite direct participation from the broadest array of organizations and people possible who are committed to widespread prosperity across the Region. This Prosperity Plan sets the stage to transform the Region's economy by mobilizing leaders around a ***common playbook for action***, enabling organizations to select certain "plays" that suit their strengths and capabilities, and put them to action in ways that fit the needs of those they serve.

In the end, however, success lies in ensuring that **Next Economy** strategies and actions are deeply integrated into organizations' work plans with strong accountability mechanisms and champions across all segments of the Capital Region's leadership. We encourage you to take part in this important movement to accelerate job creation and investment and together we will move the Capital Region to the **Next Economy**.

Mark Otero | **Susan Peters** | **Martha Lofgren** | **Jim Williams** | **Brice Harris** | **Craig McNamara**
BioWare | Sacramento County | Brewer Lofgren | Williams Paddon | Los Rios | Sierra Orchards

Goals

The Capital Region Prosperity Plan lays out five overarching goals:

1. **Foster a strong innovation environment**
2. **Amplify the Region's global market transactions**
3. **Diversify the economy through growth and support of core business clusters**
4. **Grow and maintain a world-class talent base**
5. **Improve the regional business climate for economic growth**

A Unified Vision

By uniting activities against a common vision and activating joint implementation of that vision, the Capital Region becomes poised to engender a new reputation. **Vision**—*Within five years, the Capital Region will be widely regarded as a:*

1. **Sought-after place for business growth, investment and entrepreneurship**
2. **Desirable place for young professionals to live, study, work and play**
3. **Diverse economy renowned for its core business clusters and driven in large part by export activity**

Strategic Economic Agenda

The Capital Region Prosperity Plan lays out five overarching goals and a set of associated long range objectives and action-oriented strategies designed to accelerate job creation and investment. To move the Region's Next Economy vision to reality, these objectives and strategies will be activated through a set of high-priority tactics and performance measures to be developed in coordination with regional stakeholders and organizations. Plan implementation is scheduled to begin January 2013.

1. FOSTER A STRONG INNOVATION ENVIRONMENT

Objective 1:

BOLSTER UNIVERSITY TECHNOLOGY TRANSFER AND COMMERCIALIZATION

Strategies:

- Embed regional research university technology transfer and entrepreneurship programs within the Region
- Identify regional industry needs and align university research capacity for new discoveries or adapting emerging technologies
- Develop strong relationships between regional research universities and small business, financing, and incubator and accelerator programs and services on a region-wide basis
- Encourage linkages between researchers making discoveries with entrepreneurs and companies able to commercialize and deploy
- Explore opportunities for developing university-industry research centers around core research strengths and regional business clusters

Objective 2:

EXPAND ACCESS TO CAPITAL FOR HIGH GROWTH COMPANIES AND SMALL AND MEDIUM ENTERPRISES

Strategies:

- Establish a centralized access point for information about the sources of capital available across all stages of a company lifecycle
- Build new forms of debt and equity capital available to high-growth companies and small and medium enterprises
- Facilitate effective connections between funders and companies
- Strengthen relationships with external funding sources interested in regional deal opportunities
- Leverage public sector investment power to increase the level of regional investment

Objective 3:
BUILD A ROBUST NETWORK OF BUSINESS INCUBATOR AND ACCELERATOR SERVICES

Strategies:
- Link existing and emerging incubator and accelerator programs into a regional network
- Expand the scope and capacity of incubator and accelerator services based on potential market demand
- Connect emerging companies in the Region to appropriate components of the incubator and accelerator network
- Market the existence and outcomes of the incubator and accelerator network internally and externally
- Build a targeted retention effort focused on viable companies that have received incubator and accelerator services

2. AMPLIFY THE REGION'S GLOBAL MARKET TRANSACTIONS

Objective 1:
GROW INTERNATIONAL TRADE AND EXPORT ACTIVITY

Strategies:
- Build a comprehensive regional service provider network that offers effective business assistance, financing, and targeted support services for international trade
- Market the availability and outcomes of the service provider network internally and externally
- Develop an ongoing series of foreign trade missions exclusively designed for local company export promotion
- Form strategic relationships with international business networks, existing foreign companies and foreign government agencies to identify and support international trade opportunities
- Explore opportunities for import substitution to facilitate new supplier relationships within the Region and abroad
- Ensure transportation infrastructure has the capacity to increase global goods movement and passenger travel

Objective 2:
INCREASE THE LEVEL OF FOREIGN DIRECT INVESTMENT

Strategies:
- Enhance coordinated marketing efforts focused on foreign direct investment
- Create a diverse and effective group of lead generation resources for priority foreign direct investment targets
- Expand the amount and frequency of foreign trade trips targeting specific companies, industry trade shows, and business networks
- Develop a strategic network of service providers and regional leaders to assist with outreach efforts and foreign company prospects
- Market investment opportunities within the Region to potential foreign investors

3. DIVERSIFY THE ECONOMY THROUGH GROWTH AND SUPPORT OF CORE BUSINESS CLUSTERS

Objective 1:
FORM FUNCTIONAL BUSINESS NETWORKS AND ESTABLISH SPECIFIC CLUSTER INITIATIVES

Strategies:
- Recruit members from across the entire value chain including universities and related service providers to form cluster alliance groups
- Perform ongoing cluster needs assessments and facilitate effective solutions
- Maintain cluster-specific resource guides listing relevant regional programs, services, and providers
- Develop annual cluster alliance group priorities and action plans that focus on increased jobs and investment and monitor implementation progress

Capital Region Core Business Clusters

- Advanced Manufacturing
- Agriculture & Food
- Clean Energy Technology
- Education & Knowledge Creation
- Information & Communications Technology
- Life Sciences & Health Services

Objective 2:
CREATE AND ALIGN TARGETED PROGRAMS AND SERVICES TO SUPPORT CLUSTERS

Strategies:
- Establish research "outposts" across the Sacramento region related to the core business clusters
- Develop marketing materials to build internal and external cluster visibility
- Align regional business attraction and retention programs with cluster opportunities
- Build targeted innovation and entrepreneurship resources for cluster activities

- Explore opportunities to create formal public-private partnerships to foster and grow cluster opportunities
- Facilitate new domestic business-to-business sales and foreign exports to increase economic base activities within core clusters
- Encourage the creation of local and regional incentives that support growth of primary jobs across core clusters and other industries

Objective 3:
BUILD STRONG ECONOMIC FOUNDATIONS FOR SUSTAINED CLUSTER GROWTH

Strategies:
- Align workforce development efforts to address current and anticipated gaps in labor supply and demand within the clusters
- Advocate for public policy at the state and local levels that supports conditions necessary for cluster growth
- Build a robust regional network of suppliers and service providers for effective cluster operations
- Address specialized facilities and infrastructure needs that strengthen connectivity required for cluster growth

4. GROW AND MAINTAIN A WORLD-CLASS TALENT BASE

Objective 1:
CREATE MECHANISMS TO ATTRACT NEW TALENT AND RETAIN EXISTING TALENT

Strategies:
- Establish connections between active young professionals groups throughout the Region and engage members as ambassadors in talent attraction and retention efforts
- Execute a talent attraction campaign targeting young professionals, experienced entrepreneurs, and high demand occupations and skills
- Implement a talent retention strategy focusing on students and recent graduates of regional education and training programs
- Develop mechanisms to better connect new, existing and prospective students and residents to career opportunities and lifestyle assets in the Region
- Invest in the Region's cultural infrastructure as a means to retain and attract talent

Objective 2:
ALIGN TRAINING AND EDUCATION PATHWAYS TO INCREASE ECONOMIC PROSPERITY FOR BUSINESSES AND WORKERS

Strategies:
- Mobilize the community to advance and support continued investment in education and related infrastructure
- Develop critical career pathways that align with core economic clusters across all education and training levels
- Address critical gaps in workforce supply and demand across core economic clusters and other large industry sectors
- Track regional benchmarks for education and evaluate feasible strategies to improve performance and student outcomes

5. IMPROVE THE REGIONAL BUSINESS CLIMATE FOR ECONOMIC GROWTH

Objective 1:
REMOVE ECONOMIC AND REGULATORY BARRIERS TO STIMULATE GROWTH

Strategies:
- Partner with the business community and other regions in the state to communicate with and influence state policymakers
- Coordinate the Region's business advocacy efforts to reduce local and regional regulatory barriers to improve the Region's business climate
- Educate elected officials and local government about business climate issues
- Leverage existing regional advocacy programs and, where possible, other state associations' and prominent industry-specific lobbying efforts to influence a reduction of regulatory barriers at the state and federal levels
- Foster an effective system to respond to company-specific local-level regulatory issues
- Encourage streamlined and predictable permitting policies and procedures across all local jurisdictions in the Region
- Pursue local implementation of state and federal regulatory requirements that are uniform, streamlined and cost effective

Objective 2:
AMPLIFY THE REGION'S REPUTATION AND VISIBILITY AMONG KEY AUDIENCES

Strategies:

- Mobilize a set of inter-locking campaigns, aligned with the Next Economy vision, that solidify the Region's reputation as the economic, cultural and recreational capital of the State of California
- Establish a media partner network committed to publishing content that celebrates local and regional achievements internally and externally
- Establish a mechanism for collecting, assembling, coordinating and disseminating key messages and celebratory content

Objective 3:
BOOST INVESTMENT IN ECONOMIC DEVELOPMENT ACTIVITIES THAT DRIVE GROWTH AND INVESTMENT

Strategies:
- Build a significant fund that can be used to directly invest in competitive new company locations or expansions that crate high value jobs
- Prioritize Next Economy strategies and identify strategic and coordinated funding sources for implementation of actions that offer high anticipated job and wealth creation outcomes
- Pursue opportunities with state agencies and departments that result in increased investment, procurement, and/or private-sector job creation
- Educate the public and investors of the region's economic development activities, the value they offer and job and wealth creation opportunities they can garner

Objective 4:
DEVELOP A NEXT ECONOMY GOVERNANCE STRUCTURE THAT ENSURES IMPLEMENTATION AND ACCOUNTABILITY

Strategies:
- Align organizational strategic objectives of Capital Region non-profit organizations with a goal of collaborating on Next Economy implementation strategies
- Obtain endorsement of Next Economy implementation strategies by cities and counties in the Capital Region and coordinate Next Economy implementation strategies with public agency partners
- Enact a formal Agreement among principle organizations specifying roles and performance obligations toward Next Economy execution
- Track implementation progress, manage accountably, report regularly, celebrate successes and adjust strategies and actions as necessary for efficiency and maximum return on investment for economic development activities
- Examine merits associated with completion of a region-wide Comprehensive Economic Development Strategy (CEDS)

-END-

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Resolution in Support of Keeping the Sacramento Kings in the Region and City of Sacramento

Mayor Davies received a request from Mayor Johnson's office requesting the Woodland City Council adopt of a resolution of support to keep the Sacramento Kings in the Region and City of Sacramento.

____
Paul Navazio
City Manager

Attachment

RESOLUTION NO. _______

IN SUPPORT OF KEEPING THE SACRAMENTO KINGS IN THE REGION AND CITY OF SACRAMENTO

WHEREAS, for nearly three decades, the Kings have served as one of the most prominent enterprises in our community, with the ability to promote the six county, twenty-two city region on a national and international scale;

WHEREAS, the Sacramento Kings are a major economic asset, employing approximately 800 individuals in our region on a full- and part-time basis;

WHEREAS, the Sacramento region has proven itself to be one of the top markets in the National Basketball Association, selling out 19 of 27 seasons in one of the 20 largest media markets in the nation;

WHEREAS, in 2012, the City of Sacramento and the N.B.A. reached agreement on a viable public-private partnership for a new entertainment and sports complex in downtown Sacramento that would generate thousands of new jobs and millions of dollars in revenues for the region as a whole;

WHEREAS we believe that the Sacramento Kings are an integral part of the fabric of our regional community.

NOW THEREFORE BE IT RESOLVED that the Woodland City Council strongly supports keeping the Sacramento Kings in the City of Sacramento, and respectfully request that the N.B.A. act accordingly.

PASSED AND ADOPTED by the City Council this 19th day of February, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. Davies, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Long Range Calendar

Recommendation for Action

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

Background

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

Prepared by: Ana Gonzalez
City Clerk

Reviewed by: Paul Navazio
City Manager

____

Paul Navazio
City Manager

Attachment

COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

Tuesday, February 26, 2013		Study Session

Consent

Authorize Lease Agreement for Fire Apparatus

Reports of the City Manager

Approval of Amendments to the Woodland-Davis Clean Water Agency JPA Agreement

Tuesday, March 5, 2013	Reports due 1/19	Regular Meeting

Consent

Spring Lake BUA Ordinance – 2nd reading – Consent
Approve Final Map and Subdivision Improvement Agreement for Map No. 5019 Meikle 4C and A
Yolo Bypass Lease Agreement
Accept Construction Contract for Parks Irrigation Rehabilitation Phase 3, CIP 10-01
Approve Sixth Amend. to Consultant Services Agreement, Parks Irrigation Rehab. Project, CIP 10-01
SB2 Compliance, 2nd reading
Long Range Calendar – Consent

Reports of the City Manager

General Plan Map Updates – CD - ?
Parkview – SL Plan Amendment; DA; Housing Element Affordable Housing Site List Amendment ?
Mid-year Budget Update (informational)

Tuesday, March 19, 2013	Reports due 3/5	Regular Meeting

Consent

Water Meter Project Phase 3 Award Contract, CIP 12-09
Award Construction Contract for the Water Meter Pavement Mntnc Project, CIP 12-10

Reports of the City Manager

WOODLAND GENERAL PLAN UPDATE – UPCOMING EVENTS

2013

May 21	City Council #2 (submit draft Housing Element to HCD)
Jun 11	Combined CC#3/PC #4 (direction for alternatives)
Sep 17	City Council #4 (adopt Housing Element) (submit to HCD no later than 10/18)
Oct 10	Combined CC#5/PC#6 (preferred land use plan; policy development)
Oct 15	Combined CC#6/PC#7 (preferred land use plan; policy development) (if needed)

2014

Jun	City Council #7 and 8 (hearings and adoption)

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

Award Construction Contract for the Water Meter Pavement Maintenance Project, CIP 12-10 (Consent) – **3/19/13**
Annual Housing Element Progress Report **(Apr)**
Annual General Plan Progress Report **(Apr)**
WDCWA Joint Intake Schedule - Consider and Approve Construction **– (Apr)**
WDCWA DBO Procurement Schedule – Authorization to Proceed w/Proj Final Eng and Const – **Aug/Sep 2013**
Water Meter Project Phase 3: Approve Plans & Specs; Authorize Bid Advertisement **–** Okupe **– TBD**
Solaria Project Status Update **– TBD**
Purchase and Sale Agreement for Old Wastewater Treatment Plant **– TBD**
Regional Parksite Analysis Status Report **– TBD**
Weed Abatement Ordinance
Verizon Cell Tower Communication License Agreement

FUTURE STUDY SESSIONS (TBD):

Budget Workshop **(March)**
City Council Goals/Progress Report
Street/Sidewalk Annual Status Report
Climate Action Plan
Update Economic Development Strategic Plan
Redevelopment Bond Proceeds

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Senate Bill 2 – Emergency Shelter Ordinance

Recommendation for Action

Staff recommends that the City Council take the following actions.

1. Conduct a public hearing;

2. Waive the first reading of an Ordinance No._______ to make the following amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2; and

    a. Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).
    b. Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
    c. Amend Woodland Municipal Code Section 25-4-10 to include transitional and supportive housing in Table 1 (Residential Land Use Table) as a permitted use.
    d. Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding "Emergency Shelters" to the list of permitted uses in Areas C and E.
    e. Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Sections 25-13-10 to include emergency shelters as a conditional use in the R-M Zone.
    f. Add Article 32 titled "Emergency Shelters" to Woodland Municipal Code Chapter 25.

3. Schedule the second reading and adoption of Ordinance No.______ for the March 5, 2013 City Council meeting.

Fiscal Impact

The City will incur a minor cost estimated at less than $400 to publish a copy of Ordinance No.__ after City Council adoption.

Background

The City of Woodland Housing Element Update was adopted on March 24, 2009. Housing Elements certified after January 1, 2008 are subject to Senate Bill 2 (SB 2) which provides for 1) planning for emergency shelters; and 2) siting of emergency shelters as well as transitional and supportive housing. In response to this need, Woodland's 2008 Housing Element Update includes Goal 2.A - *To promote the provision of adequate housing for all persons in the City including those with special housing needs and to emphasize the basic human need for housing as shelter.* Specifically, there are three policies in the 2008 Housing Element that address the requirements of SB 2:

2.11. The City shall continue to facilitate the provision of emergency shelter beds through its participation in the countywide Homeless Coordination Project that provides services to the homeless in Yolo County. The Project includes Homeless Coordination and the Cold Weather Shelter.

2.16. The City shall amend Chapter 25 of the Municipal Code to permit transitional and supportive housing as a residential use and only subject to those requirements that apply to other residential uses of the same type in the same zone as required by Senate Bill 2, which took effect in 2008.

2.17. The City shall amend East Street Specific Plan to allow emergency shelters as a permitted use in the Mixed Use Residential/Commercial (Area C) and the General Commercial (Area E) Areas of the East Street Corridor Specific Plan (ESCSP). Emergency shelters will be subject to the same development and management standards as other permitted uses in the Areas C and E of the ESCSP. Sufficient land is available for at least 1 emergency shelter and objective standards to regulate emergency shelters shall be developed as provided for under SB 2.

SB 2 requires that the City update the zoning ordinance to allow the development of emergency shelters, transitional housing and supportive housing within one year of adoption of the certified Housing Element. The purpose of this ordinance is to update the Woodland Municipal Code and the East Street Corridor Specific Plan to comply with SB.

SB 2 requires zoning to treat transitional and supportive housing as a residential use, subject only to those restrictions that apply to other residential uses of the same type in the same zone. For example, if transitional housing is a multifamily use in a multifamily zone, then zoning should treat the transitional housing the same as other multifamily uses proposed in the zone.

The Planning Commission at its meeting on January 17, 2013 recommended approval on a 5-0 vote of the proposed changes to the Woodland Municipal Code and the East Street Corridor Specific Plan in order to implement the requirements of Senate Bill 2. The Planning Commission did not receive any public comments prior to or during the public hearing held at its January 17 meeting. The January 17 Planning Commission staff report is provided as an attachment since it provides detailed information on the staff analysis completed for this project.

Discussion

SB 2 requires all jurisdictions to have at least one zoning district that permits at least one year-round emergency shelter without a conditional use permit or any other discretionary permit requirements. The zoning district must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the Housing Element Update. Through the identification of six sites with a minimum size of one-half acre in the ESCSP Areas C and E, staff has demonstrated that the ESCSP has the capacity to accommodate at least one emergency shelter. An applicant for an emergency shelter is not limited to the six identified sites. Moreover, any applicant purposing an emergency shelter as a permitted use within the ESCSP Areas C and E would need to comply with written, objective development and management standards that include but are not limited to the maximum number of persons/beds, size and location of waiting and client intake areas, and the provision of on-site management and safety.

Public Contact

A public notice consisting of a display ad at least one-eighth page in size was published in the Daily Democrat at least ten (10) calendar days prior to tonight's meeting and posting of the City Council agenda.

Conclusion

Staff recommends that the City Council take the following actions.

1. Conduct a public hearing;

2. Hold the first reading of an Ordinance No.__ to make the following amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2; and

    a. Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).

b. Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
c. Amend Woodland Municipal Code Section 25-4-10 to include transitional and supportive housing in Table 1 (Residential Land Use Table) as a permitted use.
d. Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding "Emergency Shelters" to the list of permitted uses in Areas C and E.
e. Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Sections 25-13-10 to include emergency shelters as a conditional use in the R-M Zone.
f. Add Article 32 titled "Emergency Shelters" to Woodland Municipal Code Chapter 25.

3. Schedule the second reading and adoption of Ordinance No._______ for the March 5, 2013 City Council meeting.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Cindy Norris
Principal Planner

Reviewed by: Nick Ponticello
CDD Director

____
Paul Navazio
City Manager

Attachments:
1. Ordinance No.___
2. January 17, 2013 Planning Commission staff report

City of Woodland

MEMORANDUM

TO: MEMBERS OF THE PLANNING COMMISSION

FROM: Cindy Norris, Principal Planner
Dan Sokolow, Senior Planner/Housing and CDBG Coordinator
Nelia Sperka, Vilo Consulting, LLC

SUBJECT: Senate Bill 2 – Emergency Shelter Ordinance

DATE: January 17, 2013

Recommendation

Staff recommends that the Planning Commission take the following actions:
1) Receive the staff report; 2) Conduct the public hearing; and 3) Recommend approval of the attached Resolution No __ recommending that the City Council:

1) Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).
2) Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
3) Amend Woodland Municipal Code Section 25-4-10 to include transitional and supportive housing in Table 1 (Residential Land Use Table) as a permitted use.
4) Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding "Emergency Shelters" to the list of permitted uses in Areas C and E.
5) Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Section 25-13-10 to include emergency Shelters as a conditional use in the R-M Zone.
6) Add Article 32 titled "Emergency Shelters" to Woodland Municipal Code Chapter 25.

Background

The City of Woodland Housing Element Update was adopted on March 24, 2009. Housing Elements certified after January 1, 2008 are subject to Senate Bill 2 (SB 2) which provides for 1) planning for emergency shelters; and 2) siting of emergency shelters as well as transitional and supportive housing. In response to this need, Woodland's 2008 Housing Element Update includes Goal 2.A - *To promote the provision of adequate housing for all persons in the City including those with special housing needs and to emphasize the basic human need for housing* *as shelter.* Specifically, there are three policies in the 2008 Housing Element that address the requirements of SB 2:

2.11. The City shall continue to facilitate the provision of emergency shelter beds through its participation in the countywide Homeless Coordination Project that provides services to the homeless in Yolo County. The Project includes Homeless Coordination and the Cold Weather Shelter.

2.16. The City shall amend Chapter 25 of the Municipal Code to permit transitional and supportive housing as a residential use and only subject to those requirements that apply to other residential uses of the same type in the same zone as required by Senate Bill 2, which took effect in 2008.

2.17. The City shall amend East Street Specific Plan to allow emergency shelters as a permitted use in the Mixed Use Residential/Commercial (Area C) and the General Commercial (Area E) Areas of the East Street Corridor Specific Plan (ESCSP). Emergency shelters will be subject to the same development and management standards as other permitted uses in the Areas C and E of the ESCSP. Sufficient land is available for at least 1 emergency shelter and objective standards to regulate emergency shelters shall be developed as provided for under SB 2.

SB 2 requires that the City update the zoning ordinance to allow the development of emergency shelters, transitional housing and supportive housing within one year of adoption of the certified Housing Element. The purpose of this ordinance is to update the Woodland Municipal Code and the East Street Corridor Specific Plan to comply with SB 2.

Emergency Shelters

California Health and Safety Code Section 50801C defines "emergency shelters" as: "housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay."

California has enacted law to ensure that the need for emergency shelters is accommodated by local jurisdictions. SB 2 clarifies and strengthens housing element law to ensure that local zoning ordinances encourage and facilitate the development of emergency shelters. Generally, SB 2 (Government Code Section 65583) states that:

- At least one zone shall be identified to permit emergency shelters without a conditional use permit or other discretionary action.
- Sufficient capacity must be identified to accommodate the need for emergency shelters and at least one year-round emergency shelter.
- Existing or proposed permit procedures, development and management standards must be objective and encourage and facilitate the development of or conversion to emergency shelters.
- Emergency shelters shall only be subject to development and management standards that apply to residential or commercial within the same zone.

- Written and objective standards may be applied as specified in statute, including maximum number of beds, provision of onsite management, length of stay, and security.

Transitional and Supportive Housing

California Health and Safety Code Section 50675.2 define "transitional housing" and "transitional housing development" as "building configured as rental housing development, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time which shall be no less than six months."

California Health and Safety Code Section 53260(c) define "supportive housing" as "housing with no limit on length of stay that is occupied by the target population, and is linked to onsite services that assist the tenant to retain the housing, improve his or her health status, maximize their ability to live and, when possible, to work in the community. This housing may include apartments, single room occupancy residences, or single family homes."

The target population for transitional and supportive housing as defined in California Health and Safety Code Section 53260 (d) as "adults with low incomes that also includes having one or more disabilities including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Development Disabilities Services Act and may, among other populations, include families with children, elderly person, young adults aging out of the foster care system, individuals exiting from institutional setting, veterans, or homeless people."

SB 2 requires zoning to treat transitional and supportive housing as a residential use, subject only to those restrictions that apply to other residential uses of the same type in the same zone. For example, if transitional housing is a multifamily use in a multifamily zone, then zoning should treat the transitional housing the same as other multifamily uses proposed in the zone.

ANALYSIS

Emergency Shelters

Existing Zoning Ordinance

The City's existing zoning ordinance does not specifically list emergency shelters. The only reference to shelter for homeless persons is found in Chapter 6A (Affordable Housing) of the Woodland Municipal Code as "Special Needs Housing". "Special Needs Housing" is defined as "housing for certain disadvantaged groups, including but not limited to seniors, disabled and homeless persons or families." Under Chapter 6A, Article III (General Provisions), all new residential projects to be located in all existing or new areas of the city are required to execute an inclusionary housing agreement with the City. The agreement is required to "(s)pecify if any or all of the affordable dwelling units will be special needs housing for seniors, disabled, homeless persons or other special needs housing population and, if so, the unique features or services that are appropriate for than special needs population." Based upon the provisions of Chapter 6A, emergency shelters are allowed as a conditional uses in a number of residential and commercial zones.

Assessment of Unmet Year Round Need for Emergency Shelter

The Yolo County Homeless & Poverty Action Coalition (HPAC) conducted a biannual count of the homeless on January 27, 2011. The count included a survey component and was the collaborative effort of community volunteers, including homeless and formerly homeless individuals, and HPAC partner agencies.

Table 1 shows combined totals for both sheltered and unsheltered counts in Woodland. As the needs of single homeless individuals and homeless families differ significantly, the counts were divided into two subgroups:

Table 1: Sheltered and Unsheltered Counts in the City of Woodland 2011

Housing Status	Single	Family	TOTAL
Total Sheltered	56	61	117
Total Unsheltered	29*	5	34
TOTAL HOMELESS RESIDENTS	**85**	**66**	**151**

Source: Yolo County Homeless Census Data Report 2011

*Includes one (1) unaccompanied youth

The sheltered count was conducted by agency staff at qualifying programs, including emergency shelters, transitional housing, and hotel/motel voucher programs. The volunteers were not to count people who were doubled up in conventional housing: couch surfers, adults in mental health facilities, chemical dependency facilities, or criminal justice facilities or youth in residential treatment facilities, emergency foster care, or detention facilities. Also, formerly homeless people living in supportive housing are not included in the count. Therefore, for an approximate calculation of need for emergency housing, only bed counts from qualifying programs are listed in Table 2.

For a list of all emergency shelters, transitional housing, and supportive housing in Woodland, see Table 4 on Page 6.

Table 2: Emergency and Transitional Housing Bed Counts in the City of Woodland

Housing Resource	Description	Location	Bed Count
Emergency Housing			
Fourth & Hope (Wayfarer)	Emergency housing (year-round)	207 4th Street	73
Wallace and Vanucci Center	Emergency housing for victims of sexual assault/domestic violence & their families	Undisclosed	25
		TOTAL EMERGENCY	**98**
Transitional Housing			
Family Transitional Housing	Transitional housing for families	207 4th Street	24 (12 units)*
		TOTAL TRANSITIONAL	**24**
		TOTAL BEDS	**122**

Source: City of Woodland Community Development Department

*This count assumes 2 beds per family unit

Assessment of Unmet Year Round Need for Emergency Shelter

The City of Woodland estimates that a total of 29 year-round emergency shelter beds are needed to meet the needs of the 34 unsheltered homeless people in our community. Please take note that there are a total of 122 beds in Woodland, and at the time of the biannual homeless count, 117 individuals out of the 151 total homeless residents were considered sheltered, leaving 34 individuals unsheltered. Therefore, by subtracting the total number of sheltered individuals from the total number of available beds, one must assume that there were five (5) vacant beds at the time. If all 122 beds were filled at the time of the count, there would have been 29 unsheltered homeless individuals. Overall, this should explain the discrepancy between the unmet year round need and the total number of unsheltered homeless people.

Assessment of Seasonal Need for Emergency Shelter

There is no data presently available documenting the increased level of demand for shelter in Woodland during particular times of the year. Due to the relatively mild climate, the only time of year when increased demand appears to be a factor is during the winter months (November to February). The biannual homeless count always takes place in the last week of January, a period when demand for shelter typically is at its highest. Since the year-round need described above is based on that biannual count, the seasonal need for emergency shelter is not likely to be greater than the year-round need.

Zoning for Emergency Shelters

SB 2 requires all jurisdictions to have at least one zoning district that permits at least one year-round emergency shelter without a conditional use permit or any other discretionary permit requirements. The zoning district must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the Housing Element Update.

Housing Element Policy 2.17 identified two possible areas to permit emergency shelters by right based on compatibility with surrounding land uses, access to transit and services and suitability to accommodate permanent shelters for the homeless. These areas include Mixed Use Residential/Commercial (Area C) and the General Commercial (Area E) areas of the East Street Corridor Specific Plan (ESCSP). In addition to these areas, staff has identified the Multiple Family (R-M) zone as a district that could permit emergency shelters with a conditional use permit. Table 3 provides the list of potential properties for emergency shelters.

Table 3: Potential Properties for Emergency Shelters (New Construction)

Parcel	Zoning	Address	APN	Acreage	Description
1	ESCSP (Area C)	1021 Beamer Street	005-060-025	0.96 acres	Vacant parcel located at the northwest corner of Beamer and East Streets and directly west of the railroad line. Parcel is east of single-family detached homes.
2	ESCSP (Area C)	No Street Address – access off of Sutter Street	005-060-044	4.8 acres	Parcel is owned by City of Woodland and formerly used by the City for a corporation yard. The site is mostly vacant and borders parcel #1 on the north. Parcel is east of single-family detached homes.

3	ESCSP (Area E)	145 East Street	063-060-010	1.2 acres	Located at the northeast corner of Lemen Avenue and East Street. Except for a closed neighborhood market, the site is vacant. Parcel is near public housing.
4	ESCSP (Area E)	No Street Address – access off of Lemen Avenue	063-060-012	0.9 acres	Borders parcel #3 on the west and public housing on the east. Parcel is vacant.
5	ESCSP (Area E)	613 East Street and No Street Address (two parcels)	066-021-025 and 066-021-026	0.5 acres	Located at the northeast corner of East Street and East Oak Avenue. Both parcels have frontage on East Street. Parcels are north of Casa del Sol Mobile Home Park.
6	ESCSP (Area E)	845 East Street	066-111-029	Approx. 0.5 acres	Northeast corner of East Street and East Gum Avenue. Formerly a gas station, the site is vacant
7	R-M	530 Community Lane	065-290-007	0.4 acres	Vacant parcel near multi-family housing complexes
8	R-M	No Street Address – on North Cleveland Street	005-720-027	3.7 acres	Parcel contains one or more structures and storage for industrial supply business, but most of parcel is vacant. Site directly north of St. John's Retirement Village.
9	R-M	1212 Cottonwood Street	065-120-042	0.7 acres	Vacant parcel adjacent to senior citizens' retirement home and dental offices. Site is also near large Woodland Healthcare clinic, outpatient surgery center, and hospital.

Source: City of Woodland Community Development Department

4th & Hope (formerly Wayfarer) accommodates 73 beds on 1.6 acres (or approximately 47 beds per acre). Based on that land requirement, these areas in the East Street Corridor Specific Plan can collectively support well over 400 beds, providing adequate capacity to meet the identified need for 29 year-round emergency shelter beds.

Development and Management Standards for Emergency Shelters

SB 2 allows flexibility for local governments to apply written, objective development and management standards for emergency shelters such as:

- The maximum number of beds or persons permitted to be served nightly by a facility
- Off-street parking based on demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone
- The size and location of exterior and interior on-site waiting and client intake areas
- The provision of on-site management
- The proximity to other emergency shelters provided that emergency shelters are not required to be more than 300 feet apart
- The length of stay
- Lighting
- Security during hours that the emergency shelter is in operation
- Non-discretionary design standards

These standards must be designed to encourage and facilitate the development of, or conversion to, an emergency shelter. Staff has developed objective criteria under SB 2, including a limit on the number of beds, off-street parking standards, and size of client intake areas. Proposed Article 32 titled "Emergency Shelters" includes these development and management standards for shelters.

Transitional and Supportive Housing

Existing Zoning Ordinance

The City's Zoning Ordinance does not identify a zoning district where transitional or supportive housing are permitted uses based on current regulations. However, there are several facilities in operation in Woodland that provide transitional and supportive housing. Appendix C provides a list of these facilities along with the emergency housing resources.

Assessment of Need for Transitional and Supportive Housing

While SB 2 does not require that the need for transitional and supportive housing be assessed, it is important to highlight the reason why these resources are necessary for the homeless residents in Woodland.

Table 4 provides a breakdown of the subpopulations of homeless people in the City of Woodland based upon specific service needs.

Table 4: Homeless Persons by Subpopulations and Service Needs

Subpopulation/Special Needs	Count
Chronically Homeless Individuals	43
Severely Mentally Ill	18
Chronic Substance Abuse	50
Veterans	8
Persons with HIV/AIDS	1
Victims of Domestic Violence	22
Unaccompanied Youth (Under 18)	0

Source: The Yolo County Homeless and Poverty Action Coalition, 2011 Homeless Data Census Report

This data demonstrates that homeless people in Woodland are likely to have at least one disability, with more than a third of the population reporting substance abuse issue. The survey found that 43 of the 151 homeless individuals were chronically homeless, meaning they had a disability and had been homeless continuously for 12 months or had experienced four episodes of homelessness over a three year period. This data is consistent with national studies that have found high levels of disability among homeless people and suggests that both health and behavioral health services are needed to assist this population.

Zoning for Supportive and Transitional Housing

As mentioned previously, SB 2 requires zoning to treat transitional and supportive housing as a residential use, subject only to those restrictions that apply to other residential uses of the same type in the same zone. For example, if transitional housing is a multifamily use in a multifamily zone, then zoning should treat the transitional housing the same as other multifamily uses proposed in the zone.

Best Best & Krieger (BBK), Contract City Attorney, prepared a document summarizing the recommended code updates based upon the 2008 Housing Element Update. BBK recommended that the Woodland Municipal Code Section 25-4-10 be amended to include transitional and supportive housing in the table of permitted residential land uses. They added that the City must not apply restrictions to transitional and supportive housing that are in addition to existing restrictions that apply to other residential uses of the same type in the same zone to ensure compliance with Government Code Sections 65582, 65583, and 65589.5.

In addition to the recommendation noted above, staff recommends that the Woodland Municipal Code Section 25-3-10 be amended to add definitions for Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50675.2, 50675.14(b), and 53260(d).

SUMMARY

While Woodland has a number of facilities to serve its homeless residents, the homeless population in the City is such that currently, there is a need for additional shelter space. The proposed ordinance meets the requirement of SB 2 by amending the East Street Corridor Specific Plan to allow Emergency Shelters in Areas C and E on a "by right" basis. In addition, the proposed ordinance amends the Municipal Code to allow emergency shelters in the R-M zone with a conditional use permit. The amendments also address the operation and management of Emergency Shelters. Existing minimum property line setbacks, minimum parcel size, and height requirements address design issues for these facilities while the objective criteria previously listed addresses development standards. This ordinance does not require the development of any new shelters; it simply provides the opportunity for a simplified development process.

In addition, the proposed ordinance meets the requirement of SB 2 by amending the Municipal Code to permit transitional and supportive housing as a residential use and only subject to those requirements that apply to other residential uses of the same type in the same zone. As with emergency shelters, this ordinance does not require the development of new transitional and supportive housing; it simply allows for the development of these services.

ENVIRONMENTAL REVIEW

The ordinance changes under consideration in this report have been reviewed in accordance with the California Environmental Quality Act (CEQA) and are considered exempt under General Rule exemption 15061(b)(3). Under Section 15061(b)(3) of the CEQA Guidelines, the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. 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.

As noted in this staff report, the proposed ordinance proposes policy changes for transitional and supportive housing and emergency shelters. Because these types of uses are present already in the City and the policy changes are being made in response to State law requirements, there is not a potential that the policy changes would result in significant effects on the environment.

Moreover, the Housing Element Policies, which cover the preservation, improvement, and development of housing, do not cover activities that were not anticipated in the Woodland General Plan and the General Plan EIR.

Recommendation

Staff recommends that the Planning Commission recommend the proposed Ordinance to the City Council by making the following affirmative motion:

I move that the Woodland Planning Commission approve Resolution No __ recommending approval to the City Council of an Ordinance amending Chapter 25 of the Woodland Municipal code and the East Street Corridor Specific Plan pertaining to Emergency Shelters, Transitional Housing and Supportive Housing as required by Senate Bill 2.

Attachments:

A. Resolution of the Planning Commission recommending approval of an Ordinance of the City of Woodland amending Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to Emergency Shelters, Transitional Housing, and Supportive Housing required by Senate Bill 2
B. CEQA Notice of Exemption
C. Emergency Shelters, Transitional Housing, and Supportive Housing Resources in Woodland

RESOLUTION NO. 01-13

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVE AMENDMENTS TO CHAPTER 25 OF THE WOODLAND MUNICIPAL CODE AND THE EAST STREET CORRIDOR SPECIFIC PLAN PERTAINING TO EMERGENCY SHELTERS, TRANSITIONAL HOUSING, AND SUPPORTIVE HOUSING REQUIRED BY SENATE BILL 2A .

WHEREAS, the City of Woodland ("City") is required by State Law, Article 10.6, Housing Elements, of the Government Code to have a Housing Element and in accordance with Government Code Section 65588 to conduct periodic review and update and shall be consistent with state guidelines and review;

WHEREAS, Chapter 633, Statutes of 2007 (SB 2) clarifies and strengthens housing element law to ensure that zoning encourages and facilitates emergency shelters as well as transitional and supportive housing and limits the denial of these facilities under the Housing Accountability Act;

WHEREAS, the City of Woodland 2008 Housing Element Update includes Policies 2.16 and 2.17 that identifies amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to the zoning and development of emergency shelters, transitional housing and supportive housing;

WHEREAS, the proposed amendments to Chapter 25 of the Woodland Municipal Code and East Street Corridor Specific Plan will complete Policies 2.16 and 2.17 of the 2008 Housing Element Update;

WHEREAS, the proposed amendments to the Woodland Municipal Code and East Street Corridor Specific Plan are consistent with the goals and policies in the General Plan in that the outlined regulations will further bring the Zoning Ordinance and the East Street Corridor Specific Plan into compliance with the outlined Policies necessary through the 2008-2013 Housing Element Planning Period;

WHEREAS, this ordinance is exempt from CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the ordinance will not have a significant effect on the environment and is, therefore, not subject to CEQA.

WHEREAS, on January 17, 2013 the Planning Commission of the City of Woodland held a noticed public hearing to consider the proposed Ordinance Amendments and considered all comments received on the during the public hearing, as well as any written comments received prior to and during the meeting.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, on the basis of the entire record before it, the Planning Commission of the City of Woodland hereby recommends that the City Council of the City of Woodland approve the proposed Ordinance amendments, which are contained in the Planning Commission Staff Report and attached draft Ordinance dated January 17, 2013, based on the following Findings:

CEQA Findings

1. In accordance with the provisions of CEQA, this Project qualifies for a categorical exemption from the provisions of CEQA under the General Rule Exemption per Section 15061 (b) (3) of the CEQA Guidelines. Furthermore, the project is not barred from the use of a categorical exemption by one of the exceptions described in §15300.2 of the CEQA Guidelines.
2. The proposed ordinance proposes policy changes for transitional and supportive housing and emergency shelters. Because these types of uses are present already in the City and the policy changes are being made in response to State law requirements, there is not a potential that the policy changes would result in significant effects on the environment. Moreover, the Housing Element Policies, which cover the preservation, improvement, and development of housing, do not cover activities that were not anticipated in the Woodland General Plan and the General Plan EIR.
3. The review of the project as defined under CEQA represents the independent judgement of Woodland City Staff.

General Plan Consistency Findings

1. The Project is consistent with the policies, land use diagram, and density standards of the General Plan.

Zoning Consistency Findings

1. The proposed ordinance amendments, as proposed, meet all regulatory requirements of the Zoning Ordinance and East Street Corridor Specific Plan.
2. The Ordinance, as proposed, is consistent with the development standards, and performance standards of Zoning Code and East Street Specific Plan.

PASSED AND ADOPTED by the City of Woodland Planning Commission on January 17, 2013, by the following vote:

AYES: Holt, Lizarraga, Lopez, Wells, Wurzel

NOES: None

ABSTAIN: None

ABSENT: Murphy, Murray

____
Seth Wurzel, Chairperson

Dated:________________________ Dated: ________________________

Attachment: Ordinance with Proposed Text Amendments

City of Woodland

NOTICE OF EXEMPTION

TO: **YOLO COUNTY CLERK**
625 COURT STREET
WOODLAND, CA 95695

DATE:

FROM: **CITY OF WOODLAND**
COMMUNITY DEV. DEPT.
300 FIRST STREET
WOODLAND, CA 95695

PROJECT TITLE: Senate Bill 2 – Emergency Shelter Ordinance

PROJECT LOCATION – SPECIFIC: City of Woodland (Citywide Ordinance)

PROJECT LOCATION – CITY: Woodland **PROJECT LOCATION – COUNTY:** Yolo

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: Senate Bill 2 (SB 2) requires that the City update the zoning ordinance to allow the development of emergency shelters, transitional housing and supportive housing within one year of adoption of the certified Housing Element. The purpose of this ordinance is to update the Woodland Municipal Code and the East Street Corridor Specific Plan to comply with SB 2. The ordinance will help to address the emergency, transitional, and supportive housing needs of Woodland's .

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Woodland

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Woodland Community Development Department

EXEMPT STATUS (CHECK ONE):

- ☐ **Ministerial (Section 21080 (b)(1); 15268);**
- ☐ **Declared Emergency (Section 21080 (b)(3); 15269(a));**
- ☐ **Emergency Project (Section 21080 (b)(4); 15269 (b)(c));**
- ■ **Categorical Exemption. State type and section number:** General Rule Exemption 15061 (b)(3).
- ☐ **Statutory Exemptions. State code number:**

REASONS WHY PROJECT IS EXEMPT: The proposed ordinance proposes policy changes for transitional and supportive housing and emergency shelters. Because these types of uses are present already in the City and the policy changes are being made in response to State law requirements, there is not a potential that the policy changes would result in significant effects on the environment. Moreover, the Housing Element Policies, which cover the preservation, improvement, and development of housing, do not cover activities that were not anticipated in the Woodland General Plan and the General Plan EIR.

Cindy Norris, Principal Planner (530) 661-5911
LEAD AGENCY CONTACT PERSON **TELEPHONE NUMBER**

IF FILED BY APPLICANT:
1. **ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.**
2. **HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?**
   YES **NO** ☐ ☐

Principal Planner
SIGNATURE **DATE** **TITLE**

SIGNED BY LEAD AGENCY ■ **DATE RECEIVED FOR FILING AT OPR**

SIGNED BY APPLICANT ☐ ____________________

APPENDIX C

Emergency Shelters, Transitional Housing, and Supportive Housing Resources in Woodland

Housing Resource	Description	Location	Bed Count	
Emergency Shelters			**Single**	**Family**
Fourth & Hope (Wayfarer)	Emergency housing for the homeless	207 4th St	73	0
Wallace and Vanucci Center	Emergency housing for victims of sexual assault & domestic violence	Undisclosed	0	25
Shelter Home	Emergency housing for young male victims of abuse & abandonment	Undisclosed	10	0
		TOTAL EMERGENCY SHELTER BEDS*	***83***	***25***
Transitional Housing				
Family Transitional Housing	Transitional housing for families	207 4th St	0	24
Safe Harbor	Transitional housing for individuals w/ mental health symptoms	584 Kentucky Ave	14	0
Summer House, Inc	Transitional housing for individuals w/ traumatic brain injuries	Undisclosed	5	0
Cache Creek Lodge	Transitional housing for individuals w/ substance abuse issues	Aspen Street	23	0
		TOTAL TRANSITIONAL HOUSING BEDS*	***42***	***24***
Supportive Housing				
Walter's House	Residential substance abuse treatment for singles (not families)	285 4th St	44	0
165 Fourth Street	Supportive housing for individuals transitioning from homelessness	165 4th St	8	16
Skylark on Community Lane	Supportive housing for individuals transitioning from homelessness	Community Lane	4	20
925 North Street	Supportive housing for individuals transitioning from homelessness	925 North St	6	0
Hotel Woodland	Supportive housing for individuals transitioning from homelessness	436 Main St	20	0
Summer House, Inc	Supportive housing for individuals w/ developmental disabilities	Undisclosed	12	0
New Dimensions	Supportive housing for individuals w/ mental health symptoms	582 Kentucky Ave	15	0
Haven House	Supportive housing for individuals w/ mental health symptoms	College St	7	0
Eliot Street	Supportive housing for individuals w/ mental health symptoms	Eliot St	8	0
Elm Street	Supportive housing for individuals w/ mental health symptoms	Elm St	5	0
Crossroads House	Supportive housing for young female victims of abuse	Undisclosed	6	0
		TOTAL SUPPORTIVE HOUSING BEDS	***135***	***36***

Source: City of Woodland Community Development Department

**This table includes all housing resources in the City of Woodland, including those that were not counted in the 2011 Yolo County Homeless Count. Table 2 only includes emergency shelters and transitional housing resources that were considered "qualifying".*

ORDINANCE NO. ________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 25 OF THE WOODLAND MUNICIPAL CODE AND THE EAST STREET CORRIDOR SPECIFIC PLAN PERTAINING TO EMERGENCY SHELTERS, TRANSITIONAL HOUSING, AND SUPPORTIVE HOUSING REQUIRED BY SENATE BILL 2

WHEREAS, the City of Woodland ("City") is required by State Law, Article 10.6, Housing Elements, of the Government Code to have a Housing Element and in accordance with Government Code Section 65588 to conduct periodic review and update and shall be consistent with state guidelines and review;

WHEREAS, Chapter 633, Statutes of 2007 (SB 2) clarifies and strengthens housing element law to ensure that zoning encourages and facilitates emergency shelters as well as transitional and supportive housing and limits the denial of these facilities under the Housing Accountability Act;

WHEREAS, the City of Woodland 2008 Housing Element Update includes Policies 2.16 and 2.17 that identifies amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to the zoning and development of emergency shelters, transitional housing and supportive housing;

WHEREAS, the proposed amendments to Chapter 25 of the Woodland Municipal Code and East Street Corridor Specific Plan will complete Policies 2.16 and 2.17 of the 2008 Housing Element Update;

WHEREAS, the proposed amendments to the Woodland Municipal Code and East Street Corridor Specific Plan are consistent with the goals and policies in the General Plan in that the outlined regulations will further bring the Zoning Ordinance and the East Street Corridor Specific Plan into compliance with the outlined Policies necessary through the 2008-2013 Housing Element Planning Period;

WHEREAS, this ordinance is exempt from CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the ordinance will not have a significant effect on the environment and is, therefore, not subject to CEQA.

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

<u>Section 1. Purpose</u>. The purpose of this ordinance is to amend Chapter 25 of the Woodland Municipal Code and Section 2.5 of the East Street Corridor Specific Plan:

1. Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly

correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).

2. Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
3. Amend Woodland Municipal Code Sections 25-4-10 and 25-4-20 to include transitional housing and supportive housing in Table 1 (Residential Land Use Table)
4. Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Section 25-13-10 to include emergency shelters as a conditional use in the R-M zone
5. Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding "Emergency Shelters" to the list of permitted uses in Areas C and E.
6. Add Article 32 titled "Emergency Shelters" to Woodland Municipal Code Chapter 25.

Section 2. Authority. The City of Woodland has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

Section 3. Severability, If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. The this end, the provisions of this Ordinance are declared to be severable.

Section 4. Section 25-3-10 of the Woodland Municipal Code is hereby amended to read as follows:

SEC. 25-3-10 DEFINITIONS

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Transitional Housing" and "transitional housing development" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

"Supportive Housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

"Target Population" means adults with low-income having one or more disabilities including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act, and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.

Section 5. Sections 25-4-10 and 25-4-20 of the Woodland Municipal Code are hereby amended to read as follows:

SEC. 25-4-10

Table 1 – Residential Land Uses

Uses	**Zones**											
	A-1	O-S	R-1	R-2	N-P	R-M	C-1	CBD	ESD	C-3	C-H	I
Emergency Shelter						*d*			*n*			
Supportive Housing	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*
Transitional Housing	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*	*q*

SEC. 25-4-20 SPECIAL CONDITIONS

The following special conditions apply to those land uses indicated by corresponding letter in Table 1:

q. Transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

Section 6. Section 25-13-10 of the Woodland Municipal Code is hereby amended to read as follows:

SEC. 25-13-10

Table 2 – Commercial Land Uses

Uses		**Zones**											
	A-1	O-S	R-1	R-2	N-P	R-M	C-1	CBD	ESD	EOZ	C-2	C-3	C-H
Emergency Shelter						*c*			*o*				

Section 7. Section 2.5 (Land Use Table) of the East Street Corridor Specific Plan is hereby amended to read as follows:

2.5 Land Use Table

USES	ZONES					
	A	B	C	D	E	F
Emergency Shelter			*x*		*x*	

Section 8. Article 32 is hereby added to the Woodland Municipal Code to read as follows:

ARTICLE 32 EMERGENCY SHELTERS

Sec. 25-32-10. – Purpose.

This article establishes use and development regulations for emergency shelter facilities in accordance with state law and the city's adopted housing element. In accordance with state law, local communities have a responsibility to provide adequate sites for emergency shelters that serve homeless individuals and families. The goal of emergency shelters is to address acute needs of individuals and families by providing basic residential facilities and may include programs that help residents find available social services. Consistent with the findings of the state legislature, the city recognizes the need for, and the benefit of, temporary housing and services for homeless persons and families. This article is intended to allow for the development of emergency shelter facilities in specific zoning districts, subject to development and operational standards that minimize potential adverse impacts on nearby properties and the community as a whole.

Sec. 25-32-20. – Definitions.

For the purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them in this section.

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Homeless person" means:

i. People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided if they were in shelter or a place not meant for human habitation before entering the institution.

ii. People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing.

iii. Families with children or unaccompanied youth who are unstably housed and likely to continue in that state.

iv. People who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening situations related to violence; have no other residence; and lack the resources or support networks to obtain other permanent housing.

Sec. 25-32-30. – Location of emergency shelters.

Emergency shelters are permitted by right in Areas C and E of the East Street Corridor Specific Planning (ESCSP) area as a permitted use without a conditional use or other discretionary permit. Emergency shelters are permitted with a conditional use permit in the Multiple Family (R-M) zone. Emergency shelters shall not be located within three hundred (300) feet of an existing emergency shelter facility, measured from the closest point on each property line.

Sec. 25-32-40. – Standards.

Emergency shelters shall comply with the standards of this Section.

A. **Property Development Standards.** Emergency shelters shall conform to all property development standards of the zoning district in which it is located except as modified by these development standards.

B. **Maximum Number of Persons/Beds.** The maximum number of beds permitted shall be based on the carrying capacity of the property, up to a maximum of 40 pursuant to fire/building code capacity.

C. **Minimum Off-Street Parking Requirements**. Emergency shelters shall provide one parking space for each employee or volunteer on duty when the shelter is fully open to clients, plus one parking space for every family sheltered and .35 parking spaces for each non-family bed. The Community Development Director may grant modifications to parking requirements per Section 25-23-30(I).

D. **Bicycle Parking.** The shelter shall provide bicycle parking per Section 25-23-30(B).

E. **Size and location of exterior and interior on-site waiting and client intake areas.** Emergency shelters shall provide 10 square feet of interior waiting and client intake space per bed. In addition, there shall be two offices or cubicles for shelters with fewer than 20 beds. For every additional bed, there shall be an additional 0.1 office, rounded up. At least 25 percent of the offices, rounded up, shall be private. Waiting and intake areas may be used for other purposes as needed during operations of the shelter.

F. **Provisions of on-site management and safety.** On-site management shall be present at all times that the emergency shelter is in operation. Prior to the operation of the emergency shelter and annually thereafter, the shelter shall prepare and file a management plan with the Community Development Department that discusses operational rules and standards, including, but not limited to, standards governing client supervision, client services, food services, and maintenance of surrounding property. The plan shall also include a floor plan that demonstrates compliance with the physical standards required by this article.

G. **Length of client stay.** Temporary shelter shall be available to residents for no more than six (6) months in any consecutive twelve (12) month period.

H. **Lighting.** Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of intensity compatible with the neighborhood.

I. **Required Common Facilities.** The shelter shall provide central cooking and dining room(s) and laundry facilities adequate for the maximum number of residents.

J. **Optional Common Facilities.** The shelter may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:
   a. Recreation room.
   b. Counseling center.
   c. Child care facilities.
   d. Other support services

K. **Nondiscretionary design review**. In addition to non-discretionary design standards required for other housing in the zone, emergency shelters shall meet the following requirements:
   a. Emergency shelters shall have a designated outdoor smoking area not visible from the street.
   b. Emergency shelters shall not provide outdoor public telephones or space for outdoor congregating in front of the building or visible from the street.
   c. Shelters shall provide a trash and recycle enclosure that is consistent with the City's trash and recycle enclosure specifications.
   d. The design of the shelter shall comply with the City's Community Design Standards.

Section 9. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED, AND ADOPTED by the City Council of Woodland this _________ day of ___________, 2013, by the following vote:

AYES:
NOES
ABSENT:
ABSTAIN:

____
Marlin H. Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew J. Morris
City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of October 2012 through December 2012

Recommendation for Action

Staff recommends that the City Council receive the Public Safety Department Quarterly Status Report for October 2012 through December 2012.

Background

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

Prepared by: Bonnie Sylva
Administrative Secretary

Reviewed by: Dan Bellini
Chief, Public Safety Dept.

____
Paul Navazio
City Manager

Attachments

PUBLIC SAFETY DEPARTMENT

Quarterly Report

DATE: February 4, 2013

SUBJECT: QUARTERLY REPORT FOR OCTOBER-DECEMBER 2012

POLICE:

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

October 7: arson to playground structure at Harris Park. The fire had been extinguished by the time officers arrived. A witness reported seeing four male juveniles in the area, and they ran when they saw the witness on her phone.

October 19: stabbing victim at Woodland Memorial Hospital. The victim was stabbed with an unknown object and sustained non life-threatening injuries. The incident occurred at K's Car Wash at Gibson Road and East Street.

October 27: fight in the area of Verde Place and Coral Drive. Officers located two males and a female in the area. One of the males had struck the other male with a chair. The victim was treated for a laceration to his head and released at the scene. Officers arrested the suspect for assault with a deadly weapon, and they also arrested the female for possession of cocaine with intent to distribute.

October: Detective Jameson was assigned a death investigation involving a 3-month-old child.

November 4: officers responded to Donnelly Circle to reports of multiple gunshots. Witnesses said they saw an individual getting into a car and leaving the area. Shortly thereafter, officers were dispatched to WMH for a report of a man with a gunshot wound. The victim suffered a non life-threatening gunshot wound to his lower right leg; it was determined it was an accidental, self-inflicted wound.

November 7: officers were dispatched to the Hallmark Store for a report of a man who broke a large pane of glass and climbed into the store. Officers could hear noise coming from the store, and a K-9 officer announced to the person to make themselves known or the K-9 would be sent into the store. After receiving no response, the K-9 located and apprehended the suspect. The interior of the store was ransacked and merchandise displays were destroyed. The store owners responded to the scene and gave a preliminary damage estimate of more than $10,000. The suspect was on active CDCR parole. He was booked for burglary, violation of parole, and obstructing an officer; he is being held without bail.

November 23: officers responded to Colfax Drive for a call of a man shot. An unknown suspect ran up to a group of men and opened fire with a pistol, shooting a 17-year-old juvenile in the chest. The victim was transported to WMH and later transferred to UCD Medical Center.

November 25: an 81-year-old female was walking in the 400 block of Ashley Avenue. She was using a walker with a compartment in which she stored her wallet. The victim passed a male adult wearing a black beanie, tan jacket, and blue jeans. The victim was pushed aside as the suspect grabbed her wallet and fled on foot. The victim's credit cards were used at various locations in town and, with video surveillance acquired by officers, detectives were able to identify a suspect.

November 30: woman robbed at gunpoint. The victim left work to make a weekly bank deposit. As she was driving in the alleyway between the Wash House and the Red Cross building, a male was walking in the middle of the alley. She was unable to get around him, and when she stopped, a second man approached the driver's side and tapped on the glass with a black handgun. He demanded money, and the victim handed him her purse. He ordered her out of the car, both males got in, and drove northbound. The victim's vehicle was located the next day a couple blocks north of the crime scene. The case was forwarded to the Investigations Division for follow up.
December 20: contact with PRCS subject who reportedly had stolen a vehicle and handgun the day before. As S.E.T. officers attempted to contact him, he fled and brandished a handgun. He dropped the handgun while trying to scale a fence and ran through the front yards of some residences before being apprehended. The car he had stolen was recovered at the K Street mall in Sacramento. The suspect was booked on numerous felony charges including a felon in possession of a firearm.
December 22: officers were dispatched to the 7-11 on Cottonwood Street for a reported brandishing of a handgun. The victim and his girlfriend were threatened by two males as they tried to walk to their vehicle in the parking lot. One of the suspects pointed a semi-automatic handgun at both subjects and began yelling gang-related slang and challenges. Both suspects were eventually located running across Main Street near the Corkwood Lounge. The suspects, an adult male and a juvenile male, were charged with brandishing a firearm in a threatening manner, terrorist threats, and participating in criminal street gang activity.

During this quarter, a total of 86 transients were arrested for violations ranging from violation of the City's no camping ordinance, drunk in public, narcotic violations, recyclable thefts, and warrants.

Patrol supervisors contacted 72 citizens to audit the service and performance of our officers. Approximately 90% were satisfied with the services they received from our employees. Upon further inquiry and discussion with those citizens who were dissatisfied, it was determined that the officers' actions were appropriate and consistent with department policy and procedures.

POP Projects:
Six new POPs were opened during the quarter, and there are currently four still open.

Special Enforcement Team (SET):
During the quarter, the S.E.T. team had the following activity: contact with 107 Post Release Community Supervision (PRCS) subjects, 16 parolees, and 26 probationers not on PRCS. They made 45 felony arrests and 4 misdemeanor arrests. They conducted 65 home searches and 9 vehicle searches.

School Resource Officers (SRO):
Officer Bell and Officer Drobish had the following activity for the quarter: they made 1,464 consensual contacts. Of those contacts, 23 were for fighting, 8 for gang activity, 33 for drugs, 4 for tobacco, 3 for theft, 1 for weapons possession, 3 for alcohol, and 36 for truancy. They made 32 home visits, 17 arrests, issued 39 citations, and took 11 individuals to the hospital for psychological evaluations.

When reading the Crime Statistics report, please also be aware of these various percentage increases from last year- to date:

CRIME TYPE	PERCENT INCREASE
Total Part 1 Crimes	28.06%
Total Robbery	11.90%
Aggravated Assault with gun/firearm	133.33%
Total Aggravated Assault	12.15%
Total Burglary	6.80%
Total Larceny	62.55%
Total Auto Theft	54.20%
Total Arson	126.09%
Domestic Violence Calls	22.95%
Total Calls for Service	14.70%

CRIME

				Calendar Year 2012	
Category	**Oct**	**Nov**	**Dec**	**Reported to CA DOJ**	**Cleared by Arrest**
Homicide	0	0	0	0	0
Rape	0	1	0	10	3
Robbery	0	5	8	50	26
Aggravated Assault*	43	49	36	489	381
Burglary	24	27	36	361	89
Larceny/ Thefts	98	102	139	1,068	154
Auto Theft	20	10	34	202	50
Arson	2	4	5	52	5
TOTAL	**187**	**198**	**258**	**2232**	**708**

** Includes all aggravated & simple assaults*

WORKLOAD

Calls for Service	**Oct**	**Nov**	**Dec**	
Priority 1	96	87	105	
Priority 2	1566	1434	1566	
Priority 3	62	47	75	
All other calls for service	3023	2468	2558	
TOTAL	**4747**	**4036**	**4304**	
Response Times				
Priority 1	7:49	7:44	7:28	
Priority 2	8:37	10:21	8:17	
Priority 3	22:21	18:00	21:24	
Reports				
Online Reports	16	13	26	
Mail-in Reports	103	103	135	
Total case numbers issued	600	538	586	
TOTAL	**719**	**654**	**747**	
Warrants				
Felony	343	322	337	

Misdemeanor	1053	1066	1024	
TOTAL	**1396**	**1388**	**1361**	
Graffiti	**42**	**53**	**43**	

290 Registrant Activity	**Oct**	**Nov**	**Dec**	
Total registrants	102	99	102	
Categories				
High Risk registrants	**	**	**	
Serious registrants	**	**	**	
Other categories of registrants	**	**	**	
Other Information				
Total transient registrants	13	15	15	
290 PC violation warrants issued	0	0	1	
Non compliant with annual update	0	0	0	

*** DOJ is reassessing all registrants to ensure correct classification. All registrants are listed as "Sex Registrant" with no separate classification of "Serious" or "High Risk."*

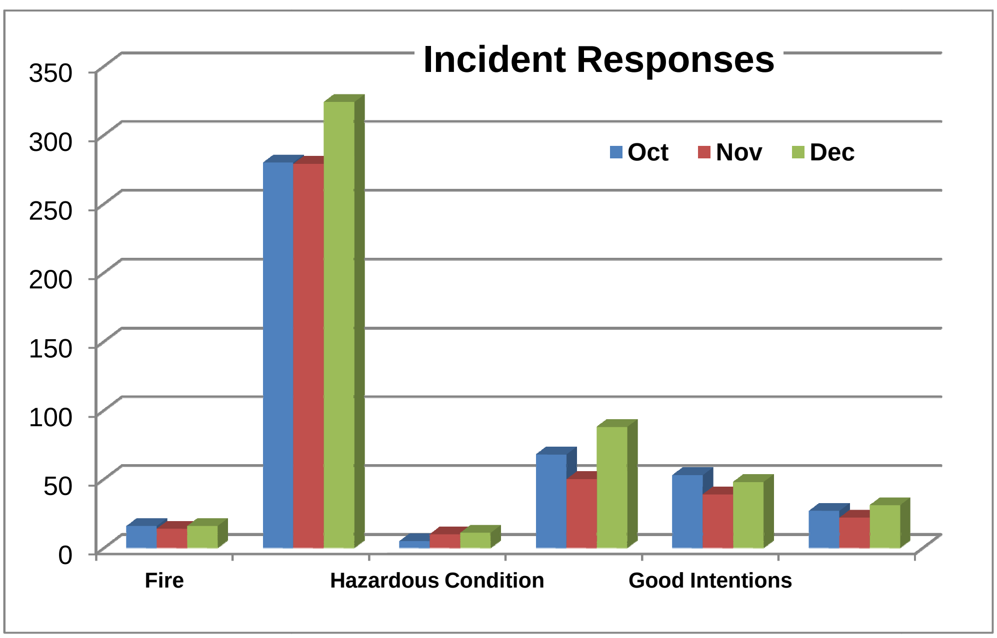
Personnel		
Oct-Dec	Budgeted	Filled
Sworn	60	58
Non-sworn	15	15
Total	75	73

Volunteer/Chaplain Hours (quarter total)	2350

FIRE:

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

	Oct	Nov	Dec
Total Incident Responses			
Fire	16	14	16
EMS/Rescue	280	279	324
Hazardous Condition	5	10	11
Public Service	68	50	88
Good Intentions	53	39	48
False Alarms	27	22	31
TOTAL	**449**	**414**	**518**
Mutual/Auto-Aid/Strike Team	8	6	8
Concurrent Incidents	162	102	167
Fire Prevention			
Plan Reviews	1	2	2
New Building Inspections	2	2	6
Commercial Inspections	10	15	8
Residential Inspections	52	52	29
Fire Annual Inspections	121	116	116
Business Licenses	13	9	17
Engine Company Inspections	158	122	121
TOTAL	**357**	**318**	**299**
Weed Abatement hours	1.0	0.0	0.0
Public Education Events	2	1	3



Concurrent Incidents:
These are incidents that come in simultaneously where apparatus and companies (a crew consisting of a captain, engineer, and firefighter) are either all committed to the same incident, or committed to separate incidents at the same time called **concurrent incidents.** The breakdown of concurrent incidents is shown below:

# of Companies committed simultaneously	Oct	Nov	Dec
2 companies	86	57	77
3 companies	51	35	59
4 companies	19	10	25
5 companies	6	0	4
6 companies	0	0	2
TOTAL	**162**	**102**	**167**
% of Total Incident Responses	**36.08%**	**24.64%**	**32.24%**

Response Time Average for initial fire engine on-scene (in minutes):

Call Type	Oct	Nov	Dec
Fire	5:50	6:21	5:16
EMS	4:41	4:53	4:44

Automatic or Mutual Aid:
Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

	Oct	Nov	Dec
Aid Received	5	1	3
Aid Given	3	5	5
Total	**8**	**6**	**8**

Highlights:

October	• Provided Fire Safety Presentations at the Home Depot Safety Fair and the Great Day Preschool • Presented the Annual Fire Safety Program to all participating First Grade Classes in the Woodland Joint Unified School District.
November	• Conducted the Company Officer Promotional Testing process including written and practical elements over 2 days. • Attended the Training Consortium-hosted Ventilation Prop Training at the UC Davis Fire Department.

- Attended the Training Consortium Multi-Agency Fire Hose and Firefighter Survival Training hosted by the West Sacramento Fire Department.

December
- All 42 firefighters participated in 9 nights of training with the Consortium in West Sacramento. Provided instructors from Woodland for all 9 nights.
- All three Fire stations served as collection points for Toys for Tots.

Public Safety

2012 End of Year Report

Fire Department

- 5513 total calls for service – increase of 12.6%
  - 229 Fire calls
  - 3560 EMS calls

- Mutual Aid received = 59
- Mutual Aid given = 57

Average fire response time = 5:33

Average EMS response time = 4:49

Service level set forth in General plan = 6:00

Concurrent Incidents

Concurrent Incidents – incidents where companies are committed to the same incident or committed to separate incidents at the same time.

2 Companies = 1033

3 Companies = 490

4 Companies = 243

5 Companies = 43

6 Companies = 14

Significant Events

- Filled vacancies at Battalion Chief
- Administrative Clerk
- West Valley Regional Fire Training Consortium
- Shared Services with City of Davis
- EOC Training
- Apparatus Replacement

Police Department

- Responded to 34,477 calls for service – an increase of 14.7%
  - 2273 Part 1 crimes – increase of 28%
  - 1533 Property crimes – increase of 44.8%
  - 202 Motor Vehicle Thefts – increase of 54.2%
  - 120 Aggravated Assaults – increase of 12.2%
  - 369 Simple Assaults – increase of 9.11%
  - 47 Robbery – increase of 11.9%
  - 10 Rapes – decrease of 65.52%

Response Times

- Response time is impacted by staffing levels and workload
- Priority 1 calls – 7:30 General Plan – 5:00
- Priority 2 calls – 8:24 General Plan – 6:00
- Priority 3 calls – 20:52 General Plan - 25:00

- Priority 1 – major crime in progress requiring immediate dispatch
- Priority 2 – Minor crime in progress
- Priority 3 – major crime that is not in progress

Post Release Community Supervision

City	Total
Davis	17
Winters	6
Woodland	116
W. Sac	87
Other Yolo Cities	34
Other County	40

Workload Study

- Uncommitted time is another measure of staffing and ability for officers to be proactive
- Uncommitted time calculated based on time spent on all calls for service
- Based on minimum patrol staffing of 12 officers per day
- 2012 uncommitted time = 24% (Best case scenario)
- General Plan = 50%

Staffing

- 60 budgeted positions
- Carrying one vacancy
- 9 officers out on injuries or pregnancy leave
- One officer starting FTO
- Anticipate 2 vacancies in near future
- Pulled officers from Specialty Assignments to maintain patrol staffing
  - Gangs
  - Traffic
  - SET
  - YONET

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: FY2012-2013 Animal Services Contract

Recommendation for Action

Staff recommends the City Council approve the proposed contract with the County of Yolo to provide a reduced scope of animal control services, in the amount not-to-exceed $476,776 for fiscal year 2012/13. The reduced scope of services results in an annualized contract cost of $439,555.

Fiscal Impact

The proposed contract results in an annual cost of $476,775.65 for animal services provided to the City of Woodland through a contract with Yolo County. This represents an increase of $37,220.65 over the level of funding provided in FY 2011/12. Funding for this one-time increase is proposed to be to be absorbed as, a result of salary savings, within the Police Department's adopted FY2012/13 budget. The annualized (12-month) cost of the proposed, reduced scope of services would be $439,555.

Background

The County of Yolo, through the Sheriff's Department/Animal Control Division and under an agreement with the City of Woodland, provides animal control services to the Woodland community. Section 3.1.1 of the Woodland Municipal Code adopted in 1974, delegates animal control responsibilities and authority to the County. The shelter facility and administrative offices are located at the Sheriff's facility, 2500 East Gibson Road, Woodland. The last executed contract for animal control services was valid through June 30, 2012.

The Animal Control Services Division provides these services to all cities in the county, the University of California at Davis, and all unincorporated areas of the county. The Division staff includes animal control officers who respond to calls for service in our community, and animal shelter staff who maintain a safe and humane environment for animals that have been taken to the shelter. In addition, the Division has veterinary and other staff available to care for injured animals.

The Division performs all animal control services for the City including animal licensing, pick up of stray or injured animals, pick up of dead animals, quarantine of animals when required, and the sheltering, release and adoption of impounded animals.

For health and safety reasons, some animal services such as vicious animal calls or dog bite reports, are mandated.

For the past ten years or more, the costs of providing the services has been allocated between the County and the cities based on a proportional formula of the number of patrol hours consumed by each jurisdiction and the number of animals housed at the shelter. The County collects and retains all fees (license fees collected from pet owners in the cities and unincorporated county, redemption fees, neutering fees, etc.) for the animal control program. The proportional formulas are applied, after all revenues generated by the program have been subtracted, to the costs of animal control services.

Discussion

The initial proposed FY12/13 Animal Services agreement for the City of Woodland was in the amount of $495,385, a $55,830 increase over the previous year's agreement. This increase resulted from needs identified in the consultants' report to hire three additional limited-term positions, and an additional vehicle, with costs allocated across all agencies in Yolo County. Last fall, the City Council directed staff to work with the Yolo County Sheriff's Animal Control Division to negotiate a new, revised scope of services that would maintain annual costs at the level provided for in the FY2011/12 contract year.

At the City's request, the Yolo County Sheriff's Office prepared an Animal Services agreement which outlined a level of service with the cost of the agreement at the FY11/12 level of funding of $439,555. The proposed agreement at this cost results in diminished services to the City of Woodland. Animal Control Services will be limited to 8:00 a.m. to 4:00 p.m., five days a week; Monday through Friday, reduced from our current level of service of 8:00 a.m. to 5:00 p.m., six days a week; Monday through Saturday. During these hours, Animal Control Services will include those services mandated by law as well as response to stray dogs. Citizens requesting Animal Control to address stray cats, where there are no Health and Safety conditions existing mandating a response (e.g. the animal is sick or injured, or conditions indicate the incident is a rabies incident), will be informed that they must transport the stray animal to Animal Control during business hours. Animal Control officers will only respond after-hour for those incidents mandated by law. The Woodland Police Department will now be responsible for responding to and handling all barking dog complaints after hours.

However, since July 1, 2012 the City has received services from Animal Control consistent with those included at an annual contract cost of $495,385. Therefore, the City has already received services resulting in a corresponding cost of $330,257.32. If Council approves the reduced animal control services outlined above consistent with an annual contract cost of $439,555, this will result in a cost of $146,518.33 for the remaining 4 months of the FY12/13 fiscal year for a total FY12/13 Animal Control cost of $476,775.65.

In order to maintain the final FY12/13 Animal Control costs to the City of Woodland at $439,555, animal control services would need to be further reduced for the final four months of the fiscal year beyond what is proposed. Further reduction of services would consist of no after hour response making the Woodland Police Department responsible for providing those services mandated by law between 4:00 pm and 8:00 am Monday through Friday and all day Saturday and Sunday. Additionally, Animal Control would not provide any services addressing stray animals within the city nor address animal complaints resulting from barking dogs.

Conclusion

Staff recommends the City Council approve the FY 2012-2013 contract with the County of Yolo to provide animal control services in the amount of $476,775.65.

Prepared by: Dan Bellini
Public Safety Chief

____
Paul Navazio
City Manager

Attachment A – Agreement between County of Yolo and the City of Woodland for Animal Control Services

YOLO COUNTY AGREEMENT NO.______

AGREEMENT BETWEEN COUNTY OF YOLO AND THE CITY OF WOODLAND FOR ANIMAL CONTROL SERVICES

This Agreement ("Agreement") is made and entered into this 1st day of July, 2012, by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Woodland, a municipality under the laws of the State of California ("City").

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY, JULY 1, 2012 – FEB 28, 2013

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff's Office within the corporate limits of City. Such services shall be provided as determined by the Sheriff and shall be consistent with those services provided by the County in the unincorporated area of Yolo County. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week; Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except for when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

B. County agrees to maintain its kennels and animal shelter in a in a sanitary condition at all times in accordance with the laws of the State of California.

C. County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances wherein special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. SERVICES TO BE PROVIDED BY THE COUNTY, MARCH 1, 2013 – JUNE 30, 2013

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff's Office within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and the provision of veterinary care per Penal Code 597f.

2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code 120210-121690).

3. Direct assistance to the Yolo County Coroner, Fire Departments, or other law enforcement agencies.

4. Limited response to Animal Noise Complaints based on availability. City of Woodland agrees to respond to animal noise complaints afterhours.

5. Response to free roaming or contained stray dogs that are healthy or uninjured.

Services provided shall ***not*** include:

1. Response to free roaming or contained stray cats that are healthy or uninjured.

2. Response to animals classified as wildlife unless bat, skunk, or a rabies control issue.

Services shall be limited to 8:00 a.m. to 4:00 p.m., five days a week; Monday through Friday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except for when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

B. County agrees to maintain its kennels and animal shelter in a in a sanitary condition at all times in accordance with the laws of the State of California.

C. County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances wherein special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

III. COMPENSATION TO BE PAID BY THE CITY

A. City agrees to compensate the County annually, on a quarterly basis, the following amount. Quarterly payment is due and payable by check, within the first thirty (30) days of the quarter to prevent contract termination.

Contract Year	**Annual Compensation**	**Monthly Payment**
07/01/2012-02/28/2013	**$ 330,257.32**	**$ 41,282.17**
03/01/2013-06/30/2013	**$ 146,518.33**	**$ 36,629.58**

B. Hourly Rates – The County reserves the right to bill the City in addition to the annual agreed compensation an additional hourly fee for an extraordinary incident. Extraordinary Incident is defined as one incident that requires more than ten (10) county staff hours. For services provided by the County for an Extraordinary Incident 2012-13 reimbursement rate shall be $59.00 per hour. These charges shall be billed quarterly.

C. Limited Term Positions and Vehicle – The City agrees to fund three (3) limited term positions for the term of the contract, to include one (1) Animal Services Technician and two (2) Animal Care Attendants while Animal Services transitions into a joint powers authority (JPA). The cost of these positions will be pro-rated based on prior year usage and is included in the annual compensation amount as described in Paragraph A. In addition, the annual compensation amount will include the cost of one (1) new vehicle, the cost of which will be pro-rated based on prior year usage.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in a special “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to City from County.

E. In further consideration of the rendition of the foregoing services by County, City agrees that County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected pursuant hereto.

F. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for care and feeding of these animals.

G. Costs of 911 Calls. The parties acknowledge that the compensation provided for in Section II of this agreement does not include the costs charged to the County for the 911 emergency calls related to animal control services. The parties agree to continue ongoing efforts to have the costs of 911 emergency calls charged by Yolo Emergency Communications Agency or other emergency call center for calls originating within the City to be charged directly to the City or, in the alternative, to negotiate in good faith concerning a procedure for reimbursement to the County by the City for the costs of emergency calls.

IV. METHOD OF PAYMENT OF COMPENSATION

The City agrees to compensate the County on a quarterly basis, in the amounts described in Paragraph II above. Payment shall be made by the City within the first thirty (30) days of the beginning of each quarter.

V. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

VII. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VIII. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2012 until June 30, 2013, unless sooner terminated as hereinafter provided.

B. Agreement may be extended for a period of one (1) based on mutual agreement of the County and City staff.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that sixty (60) days written notice is given.

IX. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

X. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of City and County at their respective addresses as follows:

City of Woodland: City of Woodland Police Department
1000 Lincoln Avenue
Woodland, CA 95695
Attn: Chief Dan Bellini
(530) 661-7800

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Rosario Ruiz-Dark, Finance
(530) 668-5264

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 662-5377 County: (530) 668-5283

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and City.

XII. WAIVER

The waiver by either party to this Agreement or any of their respective officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

County of Yolo

By________________________________
Supervisor Jim Provenza, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By________________________________
Deputy (Seal)

Approved as to Form:
Robyn Truitt Drivon, County Counsel

By________________________________
Daniel C. Cederborg, Assistant

City of Woodland

By____________________________
Marlin H. Davies, Mayor
City of Woodland

Attest:
Ana Gonzalez, City Clerk
City of Woodland

By____________________________
Deputy (Seal)

Approved as to Form:

____
City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; The Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds

Recommendation for Action

Staff recommends that the City Council review and provide comments on the Draft Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds. Following preliminary approval, staff will return at a later date for final adoption, through resolution, of these Administrative Guidelines.

Fiscal Impact

There is no Fiscal impact related directly to this action.

Background

The Building Unit Allocation (BUA) ordinance was adopted on April 16, 2002, and was designed as a growth management and financing tool for the Spring Lake Specific Plan development. In order to be allowed to receive development entitlements, a BUA is required for each market rate single family lot in the plan area. The ordinance envisioned three releases (phases) to be coincident with the issuance of bonds for infrastructure financing. In 2004 the first release of 1,242 BUAs occurred. The second release was anticipated to be 882 BUAs after June 30, 2007. A prerequisite to the City releasing BUAs is that a financing plan be in place for developer advance of funds and/or issuance of bonds. With the collapse of the land secured bond market and the housing market in 2007, these financing conditions cannot be met and no second release BUAs have been requested or issued.

Development in Spring Lake is governed by a number of very complex documents and agreements that have become increasingly difficult to manage due to the changed economy. One of the largest issues that staff and the developers have been working through is achieving reimbursement to the first release developers for advancement of infrastructure beyond their “fair share” requirement. In accordance with these documents, this reimbursement needs to occur by second and third release developers prior to their being permitted to develop their own projects. At the time these original documents were drafted, issuance of land secured financing, through Mello Roos debt, was anticipated to be the primary cash source for repayment of these amounts.

Because issuance of public bonds is not currently a viable option, staff and the development community worked together to discuss other options. One of the options currently available as a financing tool is issuance of bonds that would not be sold through a public offering, but would instead be purchased directly by the developers. This is referred to as private placement debt. While the developers already have the option to proceed with its project using either cash payments or a private placement bond as a means of generating the reimbursement to the first release, the development community has requested a written documentation of the "rules" for the use of cash and/or private placement bonds in lieu of public bonds. Because this type of transaction has not yet occurred in Spring Lake, and because there are a number of factors in issuance of such debt that can have some level of subjectivity, it is felt that these "rules" are needed to ensure all parties clearly understand the processes and factors that will be considered in various situations, and that this understanding is documented. This type of information is helpful in allowing private parties (not the City) reach agreement on the value of a parcel of land, when making land transactions.

These "rules" are being presented in the form of Administrative Guidelines. These Administrative Guidelines are not an ordinance, but rather a policy statement of how the City will administer a program of private placement bonds and cash payments within the Spring Lake Specific Plan Area. The Administrative Guidelines should be adopted by resolution at a future meeting.

Discussion

Generally the Administrative Guidelines provide guidance in the following areas:

1. Allocation of 2nd and 3rd Release BUAs: Allocation of 2nd and 3rd Release BUAs are to be in accordance with chapter 26 of the City of Woodland Municipal Code

2. Determination of pay back to previous release: The guidelines allow for incremental payback to previous developers through a private placement bond or cash payment. This is done so that a project within the existing Community Facilities District (CFD) may proceed with development prior to the City's ability to make a public Mello Roos Bond sale. All reimbursement payments are required prior to approval of a final map. Spring Lake Infrastructure Fee (SLIF) credits towards the building permit SLIF fee will be given only for proceeds received by the City and passed on to the first release.

3. Priority for reimbursement: The Administrative Guidelines define priorities for reimbursement by release and by year.

4. Processing and Refunding of Private Placement Bonds. The Administrative Guidelines outline the process for the processing and refunding of private placement bonds.

5. Threshold for the refunding of the private placement bonds through a future bond sale. The refunding of private placement bonds (allowing the Developer to recoup their initial investment by a return to public land based financing), may only be accomplished if the refunding 1) reduces the cost to the District by at least $1, and 2) if the City can market public bonds. Because of these restrictions, which are out of the control of the City, the City can only commit to an objective criteria standard; the City cannot commit to a date certain for the refunding of the bonds.

These items are described in more detail in the attached Administrative Guidelines. These guidelines do not change any structures to the existing Spring Lake financing program; they only provide written documentation of the processes already in place. However, staff believes with the adoption of the final administrative guidelines as a reference document this will facilitate development within the Spring Lake Specific Plan Area.

Conclusion

It is respectfully recommended that the City Council accept Draft Administrative Guidelines for Allocation and distribution of BUA's in Spring Lake; The collection of SLIF Fees, and the processing and refunding of Private Placement Bonds; and provide any comments to modify them prior to adoption.

Prepared by: Bruce Pollard, PE, TE
Senior Civil Engineer

Reviewed by: Kim McKinney,
Finance Officer

Reviewed by: Nicholas J. Ponticello
CDD Director

____
Paul Navazio
City Manager

Attachments: Administrative Guidelines for BUA's and Private Placement Bonds

Administrative Guidelines for the Allocation and Distribution of BUA's in Spring Lake; The collection of SLIF Fees, and the processing and refunding of Private Placement Bonds.

Part I Allocation of 2nd and 3rd Release BUA's

A) Release and Allocation of BUA's for the 2nd and 3rd release of BUA's shall be in accordance with Chapter 26 of the municipal code

Part II Determination of pay back to previous release in a pay as you go format and priority for reimbursement.

A. Payment of fees at final map. At final map all projects shall pay the amount equivalent to the amount generated per lot based on the max tax formula. These funds shall be used to reduce the reimbursement accounts of the first release developers and or previous phases of the 2nd release developers. The amount per map may be paid through a) a public offering, b) private placement bonds, c) cash payment. Properties located outside of the Community Facilities District may only make cash payments**. Properties that are within the Community Facilities District make a cash prepayment of Bond debt will have a significant majority of that money prioritized to pay first release bond holders (as high as 80%). This will satisfy the requirement to pay back the first release, however, reimbursement accounts/SLIF credits will only reflect the amount of money received, and additional money (or reimbursement account SLIF credits) will need to be paid at building permit. New cash SLIF Payment need not be prorated per building permit.** Money paid at final map may be put into each developer's reimbursement account as detailed below. The reimbursement account may also be increased by the value of backbone (SLIF) improvements constructed by the project. **Money that is paid to at final map meet pay back to the first release requirements (instead of private placement bonds) without requesting removal from the bond district will be treated the same as money that is spent on SLIF backbone improvements.** In certain cases these money can be reimbursed to the projects.

B. Reimbursement. Reimbursement of fees can be funded from 1) Public Bond sales, 2) SLIF Payments from future projects either at map or at building permit.

Generally order of priority for Reimbursement is:

1. First Release "over sizing" reimbursement accounts via a pro rata proportional share of accounts.
2. First Release non "over sizing" accounts in order of establishment by calendar year.
3. Second release reimbursement accounts in order of establishment by calendar year. With accounts established in the same year receiving proportional payments.

Accounts established within the same year shall be reimbursed on a pro rata basis.

Projects that qualify for reimbursement are as follows:

1. Case A: Project pays Cash (bond prepayment) at final map and constructs no SLIF improvements, or SLIF improvements that are less than amount of SLIF fee credits that may be taken at building permit.

No reimbursements are due.

2. Case B: Project pays Cash at final map but construct SLIF improvements that amount to more than the SLIF fee credits that may be taken at building permit

Reimbursement account will be for construction amount only and Reimbursement is in priority of order of establishment by year by funds generated by either a public bond offering that generates new proceeds (not refunding of private placement bonds) or by future project cash payments.

3. Case C: Project pays final map costs with private placement bonds and constructs no SLIF improvements, or SLIF improvements that are less than amount of SLIF fee credits that may be taken at building permit

Private placement bond amount may be refunded/reimbursed through a public offering as detailed in Part III (B) below.

4. Case D: Project pays final map costs with private placement bonds but construct SLIF improvements that amount to more than the SLIF fee credits that may be taken at building permit

Private Placement bond costs can be refunded by a public offer, amounts over and above the private placement bonds (i.e. construction of SLIF improvements) can be reimbursed from new bond proceeds or future cash payments in priority of establishment of account by year.

5. Case E: Project pays final map costs with public placement bonds and constructs no SLIF improvements, or SLIF improvements that are less than amount of SLIF fee credits that may be taken at building permit

No additional reimbursement is necessary.

6. Case F: Project pays final map costs with public placement bonds but construct SLIF improvements that amount to more than the SLIF fee credits that may be taken at building permit

Amounts over and above the amount of credit that can be take building permit (i.e. generated by construction of SLIF improvements) can be reimbursed from new bond proceeds or future cash payments in priority of establishment of account by year.

Part III Processing and Refunding of Private Placement Bonds.

A. Sale of Private Placement Bonds. Private placement bonds may be sold by the City generally following the procedure outlined below.

(1) Developer to deposit advance funds with the City's finance department to process bonds (and be paid back from proceeds) for items such as:
   a. Special Tax Consultant
   b. Appraisal
   c. Legal review
   d. Financial Advisor / other consultants
   e. Staff time
   f. Other costs necessary for the issuance of the bonds

(2) The Finance Department retains consultants and professionals necessary for the preparation of bond documents.

(3) The City determines the Valuation Requirement
   a. MAI appraisal
   b. Assessed value

(4) The City determines if Issuance Requirements are met.
   a. Minimum 3:1 Value-to-Lien Ratio (appraised or assessed)
   b. Minimum 1.10x Debt Service Coverage from subordinate Developed Maximum Special Taxes
   c. Fully funded reserve fund
   d. Amount limited to Maximum Special Taxes of Developed properties

(5) If the above criteria are met, then the City (Finance Department) will initiate the bond issuance process. The process is generally as follows.
   a. The City meets with applicant/developers to determine amount of issuance, interest rates and discuss refinancing risk
   b. Draft individual plan of finance specific to the development
   c. Obtain developer approval / developer certificates
   d. Prepare all bond documentation including:

    i. Resolutions
    ii. Trust Agreement / Indenture of Trust
    iii. Bond Purchase Agreement
  e. Initiate appraisal (if required) to determine valuation
  f. Agenda deadline for City Council meeting
  g. City Council meeting (adopt resolution approving issuance and all related documents)
  h. Execute all documents
  i. Close the transaction

The transaction shall be complete and the City in receipt of funds prior to approval of final map.

B. Refinancing Subordinate Private Placement Bonds with Publicly Offered Bonds.

The City, at its sole discretion, may refinance Subordinate Private Placement Bonds under the following conditions:

1. If less than 1,400 building permits issued, the City is in the process of preparing a public bond sale and:

    a. more than $10,000,000 of total bond issuance including at least $5,000,000 of new money with the full cooperation of all current release developers

    b. the market is receptive to the City's public bond offering

    c. the owner(s) of the Subordinate Private Placement Bonds consent to the refinancing

    d. the Subordinate Private Placement Bonds refinancing does not delay the public bond sale timeline

2. If more than 1,400 building permits have been issued providing:

    a. Subordinate Private Placement Bonds are outstanding in an amount not less than $5,000,000.

    b. the market is receptive to the City's public bond offering

    c. Current interest rates will return 90% or more of the developer capital investment (*).

   d. the owner(s) of the Subordinate Private Placement Bonds consent to the refinancing

3. An individual developer or group of developers may request to have their Subordinate Private Placement Bonds refinanced provided:

   a. more than 1,400 building permits have been issued

   b. the total public bond sale size exceeds $5,000,000 with any combination of refinancing and new money

   c. the market is receptive to the City's public bond offering

(*) The developer capital investment is defined as the outstanding par amount of Subordinate Private Placement Bonds to the size of the public bond offering attributable to the refinancing. If the return on the bonds is less than 100% due to the requirement to save money on an issuance, the developer will be required to supply equity to complete the refinance/refund of the bonds.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 19, 2013

SUBJECT: BUA Ordinance – Introduction of Ordinance No.________"An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program"

Recommendation for Action

Staff recommends that the City Council introduce and read by title only, Ordinance No. ______ "An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program."

Fiscal Impact

There is no fiscal impact related to the adoption of this ordinance.

Background

The Building Unit Allocation (BUA) Ordinance was adopted on April 16, 2002, and was designed as a growth management and financing tool for the Spring Lake Specific Plan development. A BUA is required for each market rate single family lot in the Plan area. The Ordinance envisioned three releases (phases) to be coincident with the issuance of bonds for infrastructure financing. In 2004 the first release of 1,242 BUAs occurred. The second release was anticipated to be 882 BUAs after June 30, 2007 and the third release, 455 BUAs, is to be prior to June 30, 2015.

With the collapse of the land financed bond market and the housing market in 2007 it was clear that the BUA Ordinance could not work as envisioned. On October 6, 2009, the Council authorized a pay as you go approach to development of the second release. Despite that change, no second release BUAs have been requested or issued to date. The property owners are reluctant to request second release BUAs because 1) acceptance of a BUA makes a property subject to higher taxation in the bond district, and 2) a lack of clarity on how a pay as you go approach would be structured and implemented. Furthermore, the BUA Ordinance as written does not contemplate or accommodate a situation where only increments of the total BUAs available are not simultaneously released; instead it is “all or nothing” approach. Based on current market conditions, many developers are interested in pursuing smaller subdivision developments and the first release BUA group is nearly built out.

Therefore, the development community requested that the City, within the confines of existing agreements, modify the BUA Ordinance to create more flexibility to account for the current market environment (i.e. allocation of BUAs timed with a project), and memorialize how pay as you go financing would be administered. The BUA Ordinance is addressed within this Council report; the issue of guidelines for pay as you go financing is being addressed in a separate Council item, “Administrative Guidelines for BUAs and Bonds”.

The revised BUA ordinance accomplishes the following goals to facilitate development:

1. It allows for the creation of additional first release BUAs to account for multi family zoned land that participated in the first release financing plan and is rezoned and creating more single family market rate lots.

2. By allowing an initial and final assignment of BUAs the ordinance allows for developers to acquire BUAs at the time a project is ready to proceed. This is necessary so that the property will not be subject to increased Mello Roos taxes until it is ready to proceed with a project, and that it will have an adequate number of BUAs for the size of the project.

Some BUAs will be set aside and not included in the initial and final assignment process to avoid violation of existing development agreements and to ensure all reimbursement commitments required under the master Funding and Reimbursement Agreement are honored.

These changes will facilitate the continuation of development in Spring Lake by allowing smaller, incremental projects to move forward without a waiting for a large public bond sale using either cash payments or private placement bonds to finance infrastructure and reimbursements. Guidelines for these other funding mechanisms are being addressed separately but concurrently with the Administrative Guidelines for BUAs and Private Placement Bonds Council report.

Development of these changes in the Spring Lake Infrastructure financing system was done with the input of the development community, Del Rio Advisors, Goodwin Consulting Group, and Economic and Planning Systems, Inc.

Summary of Changes

The following sections of Chapter 26 of the Woodland Municipal Code – Spring Lake Specific Plan Building Unit Allocation Program have been modified or added new:

26-2-25 is a new section allowing for additional first release BUAs to be created when Multi Family land that paid into CFD 2004-1 is rezoned to single family land.

26-4-20 is amended to revise the BUA process to allow for an initial and final assignment of BUAs with final assignment contingent on payment of special taxes or the equivalent, BUAs that are not "finaled" will be held in reserve until needed for a project.

26-4-30 is amended to have the 3rd release of BUAs process to be a continuation of the 2nd release of BUAs process.

26-7-5 is a new section that requires that a final map cannot be approved until a financial obligation is met.

Conclusion

Staff recommends that the City Council introduce and read by title only, Ordinance No. ______ "An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program."

Prepared by: Bruce Pollard, PE, TE
Senior Civil Engineer

Reviewed by: Kim McKinney
Finance Officer

Reviewed by: Nicholas J. Ponticello
CDD Director

____
Paul Navazio
City Manager

Attachments: Ordinance No. ______

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 26 OF THE WOODLAND MUNICIPAL CODE RELATING TO SPRING LAKE BUILDING UNIT ALLOCATIONS

WHEREAS, the City Council has previously adopted an ordinance establishing a program for the issuance of "building unit allocations" ("BUAs") within the Spring Lake Specific Plan area; and

WHEREAS, the existing BUA program was created based on several assumptions concerning the pace of development in the Spring Lake Specific Plan area which have turned out to be incorrect due to the general slowdown in the real estate market; and

WHEREAS, City staff and Spring Lake developers have discussed how the BUA ordinance can be best be amended in order to reflect actual patterns of development in the Spring Lake Specific Plan area; and

WHEREAS, the City Council finds that the BUA ordinance amendments set forth in this ordinance will address existing drawbacks of the BUA program and will encourage development in the Spring Lake Specific Plan area;

The City Council of the City of Woodland, California, does hereby ordain as follows:

Section 1. **Recitals.** The above recitals are incorporated as though set forth in this section.

Section 2. Section 26-2-25 is hereby added to the Woodland Municipal Code to read in full as set forth below:

Section 26-2-25. Additional First Release BUAs for Rezoned Multi-Family Parcels.

> Notwithstanding any other provision of this chapter, and notwithstanding the BUA assignment procedure in Section 26-4-10 of this chapter, the city may release additional first release BUAs to parcels zoned for single family residential development that were initially zoned as multi-family residential, under the conditions set forth in this section. The developer/parcel owner shall have been a participant in the first release funding of infrastructure. Prior to rezoning to single family residential, the original multi-family parcel must have been subject to and paid the CFD 2004-1 special taxes. The maximum amount of BUAs assigned shall equal the number of single family residential parcels created on the original multi-family parcel.

Section 3. Section 26-4-20 of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 26-4-20. Assignment procedure--Second release BUAs.

The BUAs in the second release group shall be assigned using the following procedure:

(1) The City will make an initial assignment of BUAs to projects with specific numbers of second release BUAs specified in the development agreement between the developer and the City.

(2) The City will initially assign the remainder of the Second Release BUAs using the assignment procedure specified in Section 26-4-10 for first release BUAs, subject to the rescission of the BUA assignment as provided in paragraph 4 below.

(3) City will notify each parcel owner of the initial assignment of BUAs to the owner's parcel(s) and the quantity of BUA's assigned to the parcel(s).

(4) A parcel owner wishing to retain the assigned BUAs shall notify the City within 90 days of the City's notification that: (i) the parcel has both a development agreement and tentative map, and (ii) the parcel owner is paying the CFD 2004-1 special taxes upon the parcel(s), or the parcel or parcels have been annexed into CFD 2004-1, or that the parcel owner has prepaid the special tax obligations under CFD 2004-1 for the parcel(s). If a parcel owner does not notify the City within 90 days, or if representations contained in the parcel owner's notification are false or inaccurate, the City will rescind the initial assignment of the BUAs and redesignate the BUAs for that parcel or parcels as unassigned. Notwithstanding the foregoing, no rescission of BUAs shall be made with respect to any parcel that is the subject of a development agreement providing for a fixed number of second release BUAs, and the assignment of BUAs for any such parcel which has not yet met the criteria for receiving BUAs shall be considered suspended and those BUA's shall be held in a separate reserve account (and shall not be eligible for assignment to other parcels) until the criteria for final assignment are met.

(5) The City will notify each parcel owner who has provided the City with the notification required by paragraph 4 and for which the City has not rescinded the assignment of BUAs of the final assignment of BUAs. The "final assignment" of a given BUA shall make the parcel to which the BUA is assigned eligible to obtain a building permit (if all other building permit criteria are satisfied), and shall the BUA shall be considered "assigned" within the meaning of that term for purposes of the CFD 2004-1 tax formula.

(6) Following the initial assignment, if BUAs become available as a result of rescissions of initial BUA assignments by the City pursuant to paragraph 4, the City will notify all property owners that BUAs are available from the BUA Release. Within 60 days of the notification from the City, parcel owners desiring to receive additional BUAs shall so notify the City within 60 days. Parcel owners

will be required to provide evidence that their parcel or parcels meet the requirements in paragraph 4 above.

(7) If a property owner requests additional BUAs and meets the requirements in paragraph 4, City will provide a final assignment of BUAs to the property owner. If more requests are received than BUAs are available, the City will distribute the BUAs based on the priority classes set forth in Article III of this chapter, and in proportion to each parcel's remaining maximum density.

(8) If some second release BUAs remain unassigned, the City will notify property owners with remaining entitled lots that lack BUAs by January 15th of each year that there are BUAs available. The City will use the process above to assign the BUAs to parcel owners requesting the additional BUAs.

Section 4. Section 26-4-30 of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 26-4-30. Assignment procedure--Third release BUAs.

After all second release BUAs have been finally assigned to parcels, the City will repeat the process described above for the third release, first assigning third release BUAs to projects with specific numbers of third release BUAs specified in the development agreement between the developer and the City.

Section 5. Section 26-7-5 is hereby added to the Woodland Municipal Code to read in full as set forth below:

Sec. 26-7-5. Payment of Financial Obligation.

No final map depicting buildable parcels in a final configuration (i.e. not further subdividable) shall be approved until all financial obligations imposed in connection with the assignment of BUAs for the parcels included within the map have been met to the satisfaction of the City. The financial obligation may be satisfied through the parcel's participation in CFD 2004-1, participation in a different CFD formed by the City, or a cash payment equal to the amount of bond proceeds for construction that would have been yielded by the parcel's participation in CFD 2004-1.

Section 6. **Severability.** If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

Section 7. **Effective Date and Notice**. This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this 18th day of February, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. "Skip" Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney