City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, June 2, 2015 | **6:00 PM** | **Council Chambers**

CLOSED SESSION
5:30 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 Conference with Labor Negotiators, Pursuant to Government Code Section 54957.
Agency Designated Representatives: Paul Navazio,Sheila McShane and Dania Torres-Wong
Employee Organization(s): Management MOU

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JUNE 2, 2015
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

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

14-804 SUBJECT: Long Range Calendar

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

Attachments: Long Range Calendar

F. MINUTES

1. 14-806 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 5, 2015 and May 19, 2015.

Attachments: 05-05-15 DRAFT Meeting Minutes for Approval

05-19-15 DRAFT Meeting Minutes for Approval

G. PRESENTATIONS

2. 14-810 SUBJECT: WJUSD - Spring Lake Elementary School

Recommendation for Action: Receive a presentation from Dr. Maria Armstrong, School Superintendent on district plans for construction of new elementary school in Spring Lake.

H. CONSENT CALENDAR

3. 14-757 SUBJECT: Increase the Fiscal Year 2014/2015 Vehicle Replacement Budget by $65,554.67 and authorize the Purchase of Remaining Six FY 2014/2015 Vehicles

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an increase to the Vehicle Replacement Budget from $1,208,283.50 to $1,273,808.10, a total increase of $65,554.67, in support of the purchase of six remaining FY 2014/2015 vehicles.

Attachments: NAFG F150 Quote

2016 Chevrolet Colorado

2016 Chevrolet Suburban

Riverview International Quote

NJPA Qoute

Resolution

4. 14-777 SUBJECT: Approval of Four Subrecipient Agreements with the Yolo Wayfarer Center Funded through 2014 Continuum of Care Program Competition

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute four subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2014 Continuum of Care program competition in the aggregate amount of $207,614 and authorizes the Finance Officer to amend the budget as necessary.

Attachments: 1 - CC Reso
2a - $14,803 Subrecipient Agreement
2b - $23,806 Subrecipient Agreement
2c - $144,998 Subrecipient Agreement
2d - $24,007 Subrecipient Agreement
3 - HUD Grant Award Letter

5. 14-786 SUBJECT: Approve Consultant Agreement Amendment for Construction Management and Inspection Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to (1) authorize a General Fund appropriation for $122,000 and (2) approve professional services contract amendment #1 with Associated Engineering Consultants for construction management and inspection services in the amount of $145,000 and authorize the City Manager to execute the contract.

Attachments: A - Resolution

6. 14-787 SUBJECT: Final Acceptance and Notice of Completion for E. Kentucky Avenue Road Rehabilitation Project, CIP #10-07 and Budget Adjustment

Recommendation for Action: Staff recommends City Council (1) accept the E. Kentucky Avenue Road Rehabilitation Project, CIP #10-07, construction contract as complete and authorize the City Clerk to file a Notice of Completion and (2) transfer $6,000 of Measure E funding from CIP #06-06 to the project.

Attachments: A - Resolution

7. 14-798 SUBJECT: Internet Services Contract

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a 3-year Internet services agreement with Wave Business Solutions LLC.

Attachments: Wave Resolution

8. 14-803 SUBJECT: Waste Management Delinquent Garbage/Refuse Accounts - Call for a Public Hearing

Recommendation for Action: Staff recommends that the City Council set a Public Hearing for July 7, 2015 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

9. 14-774 SUBJECT: Request for Council Authorization of Additional Funds to Support Police Operations

Recommendation for Action: Staff recommends that the City Council
1. Adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Authorizing the City Manager to Submit a 2015 COPS Hiring Program Grant Application in support of up to 3 Additional Police Officers; and
2. Authorize the appropriation of $ 15,000 in available asset seizure funds to support current police operations.

Attachments: Resolution - 2015 COPS Hiring Program

10. 14-805 SUBJECT: Amendment to Ordinance No. 1576

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending Ordinance No. 1576 regarding the date of the City of Woodland's General Municipal Election in order to correct inadvertent errors.

Attachments: Ordinance amending Ordinance No. 1576

I. PUBLIC HEARINGS

11. 14-719 SUBJECT: Public Hearing - Bulls Eye Bail Bonds Project - (1) Request to amend the Downtown Specific Plan to (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; (b) adopt performance standards for all bail bonds businesses within the Downtown Specific Plan; and (2) approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4

Recommendation for Action: Staff recommends that the City Council take action on the following:

1) Conduct a public hearing; and

2) Approve a Conditional Use Permit for the Bulls Eye Bail Bonds business with specified conditions of approval; and

3) Introduce and waive the first reading of Ordinance No. _____, authorizing amendments to the Downtown Specific Plan Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards.

From and after the effective date of Ordinance No. _____, the Bulls Eye Bail Bonds business would be permitted to operate pursuant to a

Conditional Use Permit.

Attachments: 1. City Council Ordinance Amendmenting the Downtown Specific Plan
2. City Council Resolution for CUP
3. Exhibit A: CUP Conditions of Approval
4. Specific Plan Districts Map
5. General Application and Justification Statement
6. Planning Commission Staff Report Cover
7. Proposed Business Sign.pdf

12. 14-725 SUBJECT: Approve purveyorship of recycled water through the Water Utility Enterprise, and first reading of proposed ordinance adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _______ approving purveyorship of recycled water through the Water Utility Enterprise and waive the first reading and read by title only Ordinance No. ______, "An Ordinance of the City Council of the City of Woodland, California Adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service."

Attachments: A - Proposed Ordinance to be Added to the Municipal Code Related To Recycle
B - Resolution to Approve Purveyorship of Recycled Water Through the Water U
C - Rules and Regulations for the Use of Recycled Water
D - Summary of Proposed Recycled Water Ordinance (published in local newsp
E - Initial Recycled Water Service Area Map

13. 14-775 SUBJECT: Public Hearing on the Fiscal Year 2015-2016 Community Development Block Grant Annual Action Plan and Authorization for Submittal of Action Plan

Recommendation for Action: Staff recommends that the City Council hold a public hearing and approve the 2015-16 Community Development Block Grant Annual Action Plan.

The City Council's approval is based on taking the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2015-16 Community Development Block Grant (CDBG) Action Plan (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2015-16 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment B);
3. Direct staff to complete the FY 2015-16 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding

allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2015-16 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the 2015-2019 CDBG Consolidated Plan goals to reduce slum and blight conditions and assisting low and moderate income people.

Attachments: A - Action Plan
B - City Council Resolution
C - Overview of FY 2015-16 CDBG Budget
D - Funding Recommendations
E - STEAC Letter

14. 14-800 SUBJECT: Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council:
(1) Hold a public hearing; and
(2) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Community Facilities District 2004-1; and
(3) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Spring Lake Maintenance Community Facilities District; and
(4) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Community Facilities District 2004-1; and
(5) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Spring Lake Maintenance Community Facilities District; and
(6) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and
(7) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

Attachments: Woodland Spring Lake CFD 2004-1 - Resolution Calling Election - 2015 Annexa
Woodland Spring Lake Maintenance CFD - Resolution Calling Election - 2015 A
Woodland Spring Lake 2004-1 Annex No. 1 - 2015 Resolution Declaring Electio
Woodland Spring Lake Maintenance CFD Annex No. 1 - 2015 Resolution Decla
Woodland Spring Lake CFD 2004-1 - Ordinance re Annexation No. 1
Woodland Spring Lake Maintenance CFD - Ordinance re Annexation No. 1

J. REPORTS OF THE CITY MANAGER

15. 14-799 SUBJECT: Exclusive Negotiating Agreement with Jivan B. Patel and Ramilaben J. Patel Living Trust - Downtown Mixed Use Hotel and Retail/Restaurant Project

Recommendation for Action: Staff recommends that the City Council adopt the attached resolution approving an Exclusive Negotiating Agreement (ENA) with Jivan B. Patel and Ramilaben J. Patel Living Trust for the disposition of 1017 Main Street and a portion of 1001 Main Street (Freeman Park) for the development of a mixed use hotel and retail/restaurant project in Downtown.

Attachments: ATT 1 - RESOLUTION
ATT 2 - Agreement to negotiation Exclusively
ATT 3 - Properties map
ATT 4 - Letter of Interest
ATT5 - Prelim Project Rendering.pdf
ATT5 - Prelim Project Rendering 2.pdf

16. 14-809 SUBJECT: Fiscal Year 2015-2016 Proposed Budget Discussion

Recommendation for Action: Staff recommends that the City Council receive this informational Fiscal Year 2015-2016 (FY 2015-16) Proposed Budget report for discussion.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for June 2, 2015 was posted on May 29, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

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

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

File #: 14-804, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Long Range Calendar

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

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

Background

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

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment

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

JUNE 16TH REGULAR MEETING REPORTS DUE 6/2

Consent Calendar
Approve Easement Agreement for WDCWA Regional Water Treatment Plant
Approvel of Final Map 4818 Heritage Park Ph 2, Related Subdiv Improvement – Portion of Zane Drive
City Council Approval of Woodland Recreation Foundation Bylaws
Public Works Quarterly Report
Award Construction Contact for DJH Sewer Realignment Project, CIP #15-14
Authorization to Bid WPFC – Ph 3 Improvement Project (Pond system Enh.) CIP #10-11
Cal West Resolution accepting Swainson Hawk Easement

Public Hearing
Public Hearing - Levy - Gibson Ranch
Public Hearing – Levy Streng Pond
Public Hearing - North Park
Public Hearing - West Wood
2nd reading of Tobacco Retail Licensing Ordinance
Preferential Parking Public Hearing and Parking Area Establishment
Public Hearing to Receive Comments Concerning Renewal of Assess for Woodland VAD

Regular Calendar
Adopt Ordinance regarding update to Council Procedures / Rosenberg's Rules of Order
FY 2015/2016 Budget Adoption
Reappoint/Appoint members to various Boards and Commissions with June 30th expiring terms
WVAD Resolution of Intent
Railroad Crossing Agreement with Sierra Northern
Watering Plan at City Parks
2nd reading of Recycled Water Ordinance
1st reading Re-Certification of Sewer System Management Plan (SSMP)
Extension of Development Impact Fee Deferral Program
YGRIP Update

JULY 7TH REGULAR MEETING REPORTS DUE 6/23

Minutes
City Council Minutes for June 2nd and June 16th

Consent Calendar
Award Construction Contract for ASR Wells #29 and #30 Well Drilling Project, CIP #15-02
2nd reading approve 5-year Sewer System Mgmt Plan (SSMP) update

Public Hearings
Hold Public Hearing for WM Liens and adopt Resolution to Lien Properties

Reports
Authorization - bid recycled water project, CIP #15-10; app recycle water sales contract and SRF loan agree

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:
Update/Revision of Development Impact Fees

FUTURE STUDY SESSIONS (TBD):
Lower Cache Creek Flood Control Feasibility Study
Update Economic Development Strategic Plan

GENERAL PLAN:
June - Planning Commission Public Meeting(s) - depending upon scope of the resulting discussion
July - City Council Public Meeting(s) - depending upon scope of the resulting discussion)

Updated 5/29/15

300 First Street
Woodland, CA 95695

Legislation Text

1.

File #: 14-806, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 5, 2015 and May 19, 2015.

Staff Contact

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

Paul Navazio, City Manager

Attachments

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, May 5, 2015

6:00 PM

Council Chambers

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
MAY 5, 2015
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 4 - Council Member Sean Denny, Council Member Angel Barajas, Mayor Tom Stallard and Mayor Pro Tem William Marble

Absent: 1 - Council Member Jim Hilliard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Lt. Derrek Kaff.

D. COMMUNICATIONS-PUBLIC COMMENT

Dani Whitmore, Director of Yolo Arts spoke regarding BIG Day of Giving.
Mariesa Nyman spoke regarding law enforcment at our parks.
Steve Savage spoke regarding Woodland Day of the Teacher, May 14th at Ludy's.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

14-744 SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

14-713 SUBJECT: Commission on Aging Meeting Minutes for March 12, 2015

Recommendation for Action: Staff recommends that the City Council receive the March 12, 2015 Commission on Aging Minutes that were approved on April 9, 2015.

14-717 SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meetings of March 19, 2015 and April 2, 2015 that were approved on April 16, 2015 by the Planning Commission.

14-718 SUBJECT: Historic Preservation Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Historic Preservation Commission meetings of September 18, 2014 and February 18, 2015 that were approved on April 15, 2015 by the Historic Preservation Commission.

14-739 SUBJECT: Parks & Recreation Commission Meeting Minutes for March 23, 2015

Recommendation for Action: Staff recommends that the City Council receive the March 23, 2015 Parks & Recreation Commission Minutes that were approved on April 27, 2015.

Council Members received and filed as submitted the following Committee Reports: Commission on Aging Meeting Minuts of March 12, 2015; Planning Commission Meeting Minutes of March 19, 2015 and April 2, 2015; Historic Preservation Commission Meeting Minutes of September 18, 2014 and February 18, 2015; and the Parks and Recreation Commission Meeting Minutes of March 23, 2015.

G. PRESENTATIONS

1. 14-710 SUBJECT: Proclamation of Recognition of and Appreciation for National Police Week

Recommendation for Action: Staff recommends that the City Council approve and proclaim May 10-16, 2015 as National Police Week, and Friday, May 15, 2015, as Peace Officers' Memorial Day in Woodland to honor the men and women whose diligence and professionalism keep our community and citizens safe.

On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, Council Members approved a Proclamation of Recognition of and Appreciation for National Police Week. Mayor Pro Tem Marble was joined by all Council Members and presented the proclamation to staff.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

H. MINUTES

2. 14-741 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of April 7, 2015 and the Special City Council meeting of April 14, 2015.

I. CONSENT CALENDAR

3. 14-722 SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action: Staff recommends that the City Council receive the Community Development Department's Quarterly Status report.

Council Members received the Community Development Department's Quarterly Status Report.

4. 14-709 SUBJECT: Second Reading of Updated Ordinance Regulating Storm Water Discharges and Runoff

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, replacing Chapter 23D and amending sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban storm water quality management and discharge control.

Council Members adopted Ordinance No. 1577, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, REPLACING CHAPTER 23D OF THE WOODLAND MUNICIPAL CODE RELATING TO URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL, AND AMENDING SECTIONS 14A-1-3 RELATING TO PUBLIC NUISANCES, 25-2-40 AND 25-6-01 RELATING TO OPEN SPACE, AND 25-22-10 AND 25-22-20 RELATING TO LANDSCAPING AND SETBACK AREAS.

5. 14-714 SUBJECT: Approve Contract with Laugenour and Miekle for 2016 Water Main Replacement Project, CIP 15-22

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to (1) authorize the City Manager to execute the consultant services agreement with Laugenour and Miekle (L&M) for the 2016 Water Main Replacement Project, CIP 15-22, for an amount not to exceed $100,500; and (2) approve the reallocation of $150,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 to the 2016 Annual Water Main Replacement Project, CIP 15-22 to provide for the design budget.

Council Members adopted Resolution No. 6419, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH LAUGENOUR & MIEKLE FOR ENGINEERING CONSULTING SERVICES

6. 14-734 SUBJECT: Approval of Management Agent Selection for Leisureville Community Association

Recommendation for Action: Staff recommends that the City Council approve the selection of Association Management Concepts, Inc. (AMC) as the new management agent for the Leisureville Community Association (LCA).

Council Members approved the selection of Association Management Concepts, Inc. (AMC) as the new management agent for the Leisureville Community Association (LCA).

On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar items no. 3 through 6.

Ayes: 4 - Council Member Barajas, Council Member Denny, Mayor Pro Tem Marble and Mayor Stallard

J. PUBLIC HEARINGS

7. 14-738

SUBJECT: Public Hearing - Consideration of 2015 - 2019 Community Development Block Grant Consolidated Plan and Update to the Analysis of Impediments to Fair Housing

Recommendation for Action: Staff recommends that the City Council open the public hearing and continue it to the May 19, 2015 City Council meeting.

This Public Hearing Item was opened and continued to May 19, 2015.

8. 14-748

SUBJECT: Public Hearing - Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council open the public hearing and continue it to the May 19, 2015 City Council meeting.

This Public Hearing Item was opened and continued to May 19, 2015

9. 14-749

SUBJECT: Public Hearing - Bulls Eye Bail Bonds Project - (1) Request to amend the Downtown Specific Plan to (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; (b) adopt performance standards for all bail bonds businesses within the Downtown Specific Plan; and (2) approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4

Recommendation for Action: Staff recommends that the City Council open the public hearing and continue it to the June 2, 2015 City Council meeting.

This Public Hearing Item was opened and continued to June 2, 2015.

10. 14-715

SUBJECT: Public Hearing - Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018) - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area

Recommendation for Action: Staff recommends that the City Council take action on the following:

1) Conduct a public hearing;

3) Approve the Cal West Tentative Subdivision Map No. 5075 in accordance with the Conditions of Approval; and

4) Introduce and waive the first reading of Ordinance No. _____, authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Barajas and carried unanimously, Council Members conducted a Public Hearing; approved the Cal West Tentative Subdivision Map No. 5075 and introduced and waived the first reading of an Ordinance authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC and the City of Woodland.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

11. 14-721 SUBJECT: Public Hearing - Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): Request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area

Recommendation for Action: Staff recommends that the City Council

(1) Conduct a public hearing;

(2) Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act (Attachment 1);

(3) Adopt the attached Resolution No. _____, amending the City General Plan land use designations in accordance with the proposed Spring Lake Central General Plan Amendment (Attachment 2);

(4) Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Spring Lake Central Specific Plan Amendment (Attachment 3);

(5) Introduce and waive the first reading of Ordinance No. _____, approving the First amendment to the Development Agreement between the City of Woodland and Woodland Spring Lake Partnership, L.P. to use and develop the Spring Lake Central Project Area located within the Spring Lake Specific Plan Area (Attachment 4).

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6420, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CEQA EIR ADDENDUM #12 TO THE TURN OF THE CENTURY EIR.

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members adopted Resolution No. 6421, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE GENERAL PLAN LAND USE DIAGRAM FOR THE SPRING LAKE CENTRAL PROJECT by WOODLAND SPRING LAKE PARTNERSHIP, L.P.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6422, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS FOR THE SPRING LAKE CENTRAL PROJECT by WOODLAND SPRING LAKE PARTNERSHIP, L.P.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members introduced and waived the first reading of an Ordinance approving the First amendment to the Development Agreement between the City of Woodland and Woodland Spring Lake partnership, L.P. to use and develope the Spring Lake Central Project Area located within the Spring Lake Specific Plan Area.

Ayes: 4 - Council Member Barajas, Council Member Denny, Mayor Pro Tem Marble and Mayor Stallard

K. REPORTS OF THE CITY MANAGER

12. 14-729 SUBJECT: Adopt Resolution accepting Public Improvements and Authorizing the City Clerk to file the Notice of Completion for Subdivision No. 5004 (Parkview)

Recommendation for Action: Staff recommends that the City Council adopt resolution No. _____, to accept the public improvements constructed by Subdivision Map 5004; and authorize the City Clerk to file the Notice of Completion.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Denny

and carried unanimously, Council Members adopted Resolution No. 6423, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING IMPROVEMENTS RELATED TO SUBDIVISION 5004, PARKVIEW.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

13. 14-712 SUBJECT: Approval of Park Improvements to be funded through Housing Related Parks Program Grant

Recommendation for Action: Staff recommends that the City Council approve the specific capital improvement projects proposed to be funded through a pending State Housing-Related Parks Program grant. These projects are located at Christiansen, City, Everman, and Campbell Parks.

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members approved the specific capital improvement projects proposed to be funded through a pending State Housing-Related Parks Program grant. These projects are located at Christiansen, City, Everman and Campbell Parks.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

14. 14-736 SUBJECT: Enable Woodland Property Owners to participate in the California HERO PACE Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, consenting to the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure and approving an amendment to the related Joint Powers Agreement.

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members adopted Resolution No. 6424, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

15. 14-737 SUBJECT: Water Conservation and Drought Planning Update

Recommendation for Action: Staff recommends that the City Council receive an informational presentation on water conservation and drought planning.

Council Members received an informational presentation on water conservation and drought planning. Mayor Stallard made a request to the City Manager that the issue of our Park Landscape come back to Council at a later date with a public discussion.

17. 14-745 SUBJECT: Resolution Establishing a Flood Control Advisory Committee and Nomination of Candidates

Recommendation for Action: Staff recommends that the City Council:
1) Approve Resolution No. _____, establishing the Flood Control Advisory Committee, as proposed; and
2) Appoint members of the public to serve on the Flood Control Advisory Committee, as recommended by the Council's Flood Project sub-committee.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6425, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CREATING THE FLOOD CONTROL ADVISORY COMMITTEE and appointed members of the public to serve on the Flood Control Advisory Committee, as recommended by the Council's Flood Project sub-committee.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

16. 14-699 SUBJECT: Review of Development Impact Fee Program

Recommendation for Action: Staff recommends that the City Council receive this informational item related to the City's Development Impact Fee Program.

Council Members received an information report related to the City's Development Impact Fee Program.

L. ADJOURNED AT 8:56PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, May 19, 2015

6:00 PM

Council Chambers

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
MAY 19, 2015
6:00 PM

A. CALL TO ORDER

B. ROLL CALL

Present: 4 - Council Member Jim Hilliard, Council Member Sean Denny, Council Member Angel Barajas and Mayor Pro Tem William Marble

Absent: 1 - Mayor Tom Stallard

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

Vice Mayor Pro Tem Marble asked that Item E. - Communications from Council and Staff be moved to the end of the agenda. Council Members concurred.

14-768 SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

1. 14-720 SUBJECT: Older Americans Month Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring May 2015 as Older Americans Month.

Council Member Hilliard presented the Older American Month Proclamation to Don Campbell, Chair of the Commission on Aging and Dallas Tringali, Recreation Supervisor.

2. 14-732 SUBJECT: Proclamation - Public Works Week, May 17 - 23, 2015

Recommendation for Action: Staff recommends that the City Council proclaim May 17-23, 2015 as “Public Works Week” and present the proclamation to a Public Works representative.

Council Member Denny presented the proclamation to Rudy Salazar and Elizabeth Vaage, Public Works employees.

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members accepted the Older Americans Month Proclamation and the Public Works Week Proclamation.

3. 14-767 SUBJECT: Sacramento-Yolo Mosquito & Vector Control District

Presentation

Recommendation for Action: Staff recommends that the City Council receive a presentation by Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District to provide an update regarding mosquitoes, West Nile virus activity, new invasive mosquito species, threats to public health and services offered by the Sacramento-Yolo Mosquito & Vector Control District.

Council Members received a presentation from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Pro Tem Marble

G. CONSENT CALENDAR

4. 14-731

SUBJECT: Public Safety Department (Police and Fire) Quarterly Status Report for the period of January 2015 through March 2015

Recommendation for Action: Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for January 2015 through March 2015.

5. 14-726

SUBJECT: Treasurer’s Investment Report Quarter Ending March 31, 2015

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer’s Investment Report for the quarter ended March 31, 2015.

6. 14-747

SUBJECT: Approve Contract Amendment with Mark Thomas for the Main Street Streetscape Improvement Project (Elm to Cleveland), CIP 15-16;

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to execute consultant services Amendment #1 with Mark Thomas & Company for Construction Support in an amount not to exceed $15,000 for the Main Street Streetscape Improvement Project (Elm to Cleveland); CIP 15-16.

7. 14-347

SUBJECT: Douglass Junior High Sewer Realignment Project CIP 15-14, approve Plans and Specifications, and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, approving the plans and specifications and authorizing bid advertisement for the Douglass Junior High Sewer

Realignment Project, CIP 15-14.

8. 14-758 SUBJECT: Intent to Levy Assessment: Gibson Ranch L&L; North Park L&L; West Wood L&L; and Streng Pond Maintenance Districts

Recommendation for Action: Staff recommends that the City Council approve and adopt resolutions that 1) Initiate Proceedings for the Annual Levy and Collection of Assessments; 2) Preliminarily Approve the Engineer's Annual Levy Report and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park Lighting and Landscaping Districts, and Streng Pond Maintenance District; and 3) Call for a public hearing on June 16, 2015

9. 14-751 SUBJECT: Second Reading of Ordinance No. _____, approving the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland (Attachment A).

10. 14-753 SUBJECT: Second Reading of Ordinance No. _____, approving the First Amendment to the Project Development Agreement between Woodland Spring Lake Partnership, L.P. and the City of Woodland

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the First Amendment to the Project Development Agreement between Woodland Spring Lake Partnership, L.P. and the City of Woodland (Attachment A).

11. 14-740 SUBJECT: 2014 Water Quality Report

Recommendation for Action: Staff recommends that the City Council receive and review the 2014 Water Quality Report...body

17. 14-756 SUBJECT: Approval of the Woodland Visitor Attraction District ("District") Annual Assessment Report for Fiscal Year 2015-2016, Adoption of Resolution of Intention to Levy an Assessment for Improvements and Activities for Fiscal Year 2015-2016 within the Woodland Visitor Attraction District, and Scheduling of Public Hearing

Recommendation for Action: Staff recommends that the City Council take the following actions:

1. Approve the Visitor Attraction District Annual Assessment Report for FY 2015-2016; and
2. Adopt a Resolution of Intention to Levy an Assessment for Improvements and Activities for Fiscal Year 2015-2016 within the Woodland Visitor Attraction District; and
3. Schedule a public hearing for June 16, 2015 to consider any written or oral protests to the levy of the assessment.

Council Member Hilliard made a motion to move Item #17 from the Reports of the City Manager to the Consent Calendar. Motion was seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 4 through 11 and Item No. 17.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Pro Tem Marble

H. PUBLIC HEARINGS

12. 14-765

SUBJECT: Public Hearing - Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council open the public hearing and continue it to the June 2, 2015 City Council meeting.

This Public Hearing item was opened and continued to June 2, 2015.

13. 14-769

SUBJECT: Public Hearing - Terra Verde / Solar Project - Approval of First Amendment to Power Purchase Agreement and Site Agreement with Hanwha Q Cells/Performance Contracting Inc.

Recommendation for Action: Staff recommends that the City Council:
(1) Conduct a Public Hearing; and
(2) Adopt Resolution No. _____, making findings under Government Code section 4217.12 and authorizing the City Manager to execute the proposed First Amendment and Site Agreement with the special purpose entity formed by Hanwha Q Cells/Performance Contracting, Inc. (Hanwha/PCI).

On a motion by Council Member Barajas, seconded by Council Member Hilliard and carried unanimously, Council Members held a public hearing and adopted Resolution No. 6441, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT AND SITE AGREEMENT WITH PERFORMANCE CONTRACTING INC./HANWHA Q CELLS FOR A SOLAR PHOTOVOLTAIC PROJECT AT VARIOUS CITY SITES

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Pro Tem Marble

14. 14-752

SUBJECT: Public Hearing - Resolution Proclaiming a Stage Two, Water Warning of the City's Water Shortage Contingency Plan

Recommendation for Action: Staff recommends that the City Council:
(1) hold a public hearing; and
(2) Adopt Resolution No. _____, proclaiming a Stage Two, Water Warning of the City's Water Shortage Contingency Plan in Compliance with the State Emergency Regulation for Statewide Urban Water Conservation.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Barajas and carried unanimously, Council Members held a public hearing and adopted Resolution No. 6442, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PROCLAIMING A STAGE TWO, WATER WARNING OF THE CITY'S WATER SHORTAGE CONTINGENCY PLAN IN COMPLIANCE WITH THE STATE EMERGENCY REGULATION FOR STATEWIDE URBAN WATER CONSERVATION

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Pro Tem Marble

15. 14-755 SUBJECT: Public Hearing and Approval of 2015 - 2019 CDBG Consolidated Plan and Analysis of Impediments to Fair Housing

Recommendation for Action: Staff recommends that the City Council approve the 2015 - 2019 Community Development Block Grant Consolidated Plan and the 2015 Analysis of Impediments to Fair Housing.

The City Council's approvals are based on taking the following actions:

1. Hold a public hearing to receive community input on the 2015 - 2019 Community Development Block Grant (CDBG) 2015 - 2019 Consolidated Plan) Attachment A);
2. Adopt Resolution No. _____, to approve the 2015 - 2019 Consolidated Plan
(Attachment B);
3. Direct staff to complete the 2015 - 2019 Consolidated Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating any public input received during the public comment period;
4. Adopt Resolution No. _____, to approve the 2015 Analysis of Impediments to Fair Housing (AIFH) Update (Attachment C);
5. Direct staff to complete the 2015 AIFH Update, as well as any other related documents required by HUD, incorporating any public input received during the public comment period; and
6. Direct staff to forward the 2015 - 2019 Consolidated Plan and the 2015 AIFH Update to HUD once completed.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members held a public hearing and adopted

Resolution No. 6443, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE 2015-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members held a public hearing and adopted Resolution No. 6444, RESOLUTION AUTHORIZING THE ADOPTION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING UPDATE.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Pro Tem Marble

I. REPORTS OF THE CITY MANAGER

16. 14-759 SUBJECT: Comments on the Second Administrative Draft of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP)

Recommendation for Action: Staff recommends that the City Council:

(1) Receive a report regarding the Second Administrative Draft of the Yolo Habitat HCP/NCCP; and
(2) Review comments; and
(3) Direct staff to submit comments to the Yolo County HCP/NCCP Joint Powers Agency (JPA) by May 29, 2015, on behalf of the City Council.

Council Members received a report regarding the Second Administrative Draft of the Yolo Habitat HCP/NCCP, reviewed comments and directed staff to submit comments to the Yolo County HPC/NCCP Joint Powers Agency (JPA) by May 29, 2015 on behalf of the City Council.

18. 14-770 SUBJECT: Zoning and Land Use Considerations - Medical Clinics, Substance Abuse Treatment Facilities and Social Services

Recommendation for Action: Staff is seeking Council direction on review and possible amendments to the City’s Zoning Code related to medical clinics, substance abuse treatment facilities, and providers of social services.

Staff received Council direction regarding the review and possible amendments to the City's Zoning Code relatd to medical clinics, substance abuse treatment facilities and providers of social services.

The recommendation from Council Members was to research legal alternatives and come back to Council with the alternatives and staff recommendation.

19. 14-771 SUBJECT: Presentation of FY2015/16 Proposed Budget

Council Members received a presentation of the Fiscal Year 2015/2016 Proposed Budget.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

J. ADJOURNED AT 8:59PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

Legislation Text

2.

File #: 14-810, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: WJUSD - Spring Lake Elementary School

Recommendation for Action: Receive a presentation from Dr. Maria Armstrong, School Superintendent on district plans for construction of new elementary school in Spring Lake.

Paul Navazio, City Manager

File #: 14-757, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Increase the Fiscal Year 2014/2015 Vehicle Replacement Budget by $65,554.67 and authorize the Purchase of Remaining Six FY 2014/2015 Vehicles

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an increase to the Vehicle Replacement Budget from $1,208,283.50 to $1,273,808.10, a total increase of $65,554.67, in support of the purchase of six remaining FY 2014/2015 vehicles.

Staff Contact

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

Council Goal

Maintain City Infrastructure - Ensure appropriate resources in support of City operations in the amount of $310,186.79.

Fiscal Impact

The $65,554.67 total increase to the Vehicle Replacement Budget is due to two reasons:

1. One of the vehicles being purchased is a Zenith Electric Cargo Van for the Community Services Department's "Rec2Go" program, in which $19,347.68 from the Energy Fund was directed towards the purchase of the vehicle.
2. Another vehicle being purchased is an International Water Truck for the Sewer Program; not enough funds were collected in reserves to cover the total costs of a new truck. Fleet Services was collecting at the rate of the chassis itself but not the water tank and related attachments. The Wastewater System Administrator agreed to fund the difference through the Fund 220 program's FY 2014/2015 operating and maintenance budget. The amount of this transfer will be $46,176.99.

The remaining vehicle purchases will be funded through the FY 2014/2015 Vehicle Replacement Reserve budget.

Background

A total of six vehicles remain to be purchased in the FY 2014/2015 budget year. These vehicles are comprised of two (2) replacement Chevy Colorado pickup trucks for Utilities, one (1) replacement Chevy Colorado pickup truck and (1) replacement Chevy Suburban for the Fire Department, one replacement (1) replacement International Water Truck for the Sewer program, and one (1) new Zenith Electric Cargo Van for the "Rec2Go" program.

City Council previously approved the budget to replace these vehicles in FY 2014/2015. Fleet Services invited competitive bids for each of these vehicles and made every effort to include local dealerships in the bidding process. The results of the bid process are as follows:

1. Two (2) Chevy Colorado's for Utilities - A Notice Inviting Bids was published on the City's website, in the Daily Democrat, as well as emailed to the local Chevy dealership. However, no bids were received. Fleet Services recommends that Council approve the purchase to be awarded to the National Auto Fleet Group under the National Joint Powers Alliance contract #102811 in the amount of $55,539.28 total for both trucks.
2. Two (2) Fire Department vehicles - Invitations to bid were sent to Winner Chevrolet, a dealership awarded under the state contracting cooperative, and Woodland Motors, a local dealership. However, Woodland Motors did not submit a proposal for this bidding opportunity while Winner Chevrolet did submit a bid. Fleet Services recommends that City Council approves the award of the purchase to Winner Chevrolet under State of California contract #1-12-23-14 in the total amount of $99,147.44.
3. One (1) International Water Truck for the Sewer program - Fleet Services obtained three proposals. One of the proposals did not conform to the weight requirements for the new truck; therefore, that proposal was removed from consideration. Fleet Services recommends that City Council award the purchase of the Water Truck to Riverview International Trucks, LLC of West Sacramento in the amount of $108,765.57.
4. One (1) Zenith Electric Cargo Van for the "Rec2Go" program - The total price of this van fell below the $50,000 threshold needed for City Council approval; the City Manager already approved the award of this purchase to Zenith Motors. It is only mentioned in this report as an explanation as to why we need to increase the Vehicle Replacement budget.

Discussion

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

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an increase to the Vehicle Replacement Budget from $1,208,283.50 to $1,273,808.10, a total increase of $65,554.67, in support of the purchase of six remaining FY 2014/2015 vehicles.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachments: Quote for Utilities’ Chevy Colorado Pickup Trucks
Quote for Fire Department Chevy Colorado
Quote for Fire Department Chevy Suburban
Quote #1 for International Water Truck (Riverview International)
Quote #2 for International Water Truck (NJPA)
Resolution

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) BUY-NJPA • (626) 457-5590
(855) 289-6572 • (831) 480-8497 Fax

1/6/2015

Troy Thompson
City of Woodland
Public Works
655 N. Pioneer Ave
Woodland, California, 95776

Dear Troy Thompson,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1)New/Unused (2015 Ford F-150 (X1C) 2WD SuperCab 145" XLT,) and delivered to your specified location, each for

One Unit	
Base Price	$25,645.16
Tax (8.25 %)	$2,115.73
Tire fee	$8.75
Total	$27,769.64

- per the attached specifications. Price includes 2 additional key(s), and 1 service manual(s).

This vehicle(s) is available under the **National Joint Powers Alliance Contract 102811.** Please reference this Bid number on all purchase orders. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: jcooper@nationalautofleetgroup.com
Office: 951-440-0585
Fax: 831-289-6572

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Email: Jcooper@nationalautofleetgroup.com

We will then send a W-9 if you need one

Please contact our main office with any questions:
1-855-289-6572

Vehicle Configuration Options

ENGINE

Code	Description
998	ENGINE: 3.5L TI-VCT V6 (FFV), (STD)

TRANSMISSION

Code	Description
446	TRANSMISSION: ELECTRONIC 6-SPEED AUTOMATIC, -inc: tow/haul mode (STD)

WHEELS

Code	Description
64F	WHEELS: 17" SILVER PAINTED ALUMINUM, (STD)

TIRES

Code	Description
STDTR	TIRES: P245/70R17 BSW A/S, -inc: OWL A/T spare tire (STD)

PRIMARY PAINT

Code	Description
YZ	OXFORD WHITE

SECONDARY PAINT

Code	Description

PAINT SCHEME

Code	Description
___	MONOTONE PAINT APPLICATION

SEAT TYPE

Code	Description
MG	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT FRONT SEAT, -inc: 4-way adjustable head restraints and armrest w/storage

AXLE RATIO

Code	Description
X19	3.55 AXLE RATIO, (STD)

ADDITIONAL EQUIPMENT

Code	Description
422	CALIFORNIA EMISSIONS SYSTEM, -inc: Required code for California Emissions States registration, except in conditions where 50-State Emissions System is standard equipment, Optional code for Cross Border State dealers, Cross Border States are Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia
93N	DEALER ORDER FOR CALIFORNIA STATES REGISTRATION, -inc: Federal Emissions state dealers ordering a California Emissions system (422) are also required to use order code 93N to attest that the vehicle is to be registered in a California Emissions state, Note: It is a violation of federal law for a Federal Emissions state dealer

	to sell a vehicle w/a California Emissions system for registration in a Federal Emissions state, unless the vehicle also meets EPA standards (i.e, 50-state emissions)
655	EXTENDED RANGE 36 GALLON FUEL TANK
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable
85H	BACKUP ALARM SYSTEM

OPTION PACKAGE

Code	Description
300A	EQUIPMENT GROUP 300A BASE, -inc: Manual Driver/Passenger Lumbar

SHIP THRU CODES

Code	Description

2015 Fleet/Non-Retail Ford F-150 2WD SuperCab 145" XLT

WINDOW STICKER

2015 Ford F-150 2WD SuperCab 145" XLT
3.5 L/213 Regular Unleaded V-6
6 Speed Automatic w/OD

Interior:
Exterior 1: OXFORD WHITE
Exterior 2: No color has been selected.

CODE	MODEL	MSRP
X1C	2015 Ford F-150 2WD SuperCab 145" XLT	$33,580.00
	OPTIONS	
998	ENGINE: 3.5L TI-VCT V6 (FFV), (STD)	$0.00
446	TRANSMISSION: ELECTRONIC 6-SPEED AUTOMATIC, -inc: tow/haul mode (STD)	$0.00
64F	WHEELS: 17" SILVER PAINTED ALUMINUM, (STD)	$0.00
STDTR	TIRES: P245/70R17 BSW A/S, -inc: OWL A/T spare tire (STD)	$0.00
YZ	OXFORD WHITE	$0.00
	MONOTONE PAINT APPLICATION	$0.00
—	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT FRONT SEAT, -inc: 4-way adjustable head restraints and armrest w/storage	$0.00
MG		
X19	3.55 AXLE RATIO, (STD)	$0.00
422	CALIFORNIA EMISSIONS SYSTEM, -inc: Required code for California Emissions States registration, except in conditions where 50-State Emissions System is standard equipment, Optional code for Cross Border State dealers, Cross Border States are Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia	$0.00
93N	DEALER ORDER FOR CALIFORNIA STATES REGISTRATION, -inc: Federal Emissions state dealers ordering a California Emissions system (422) are also required to use order code 93N to attest that the vehicle is to be registered in a California Emissions state, Note: It is a violation of federal law for a Federal Emissions state dealer to sell a vehicle w/a California Emissions system for registration in a Federal Emissions state, unless the vehicle also meets EPA standards (i.e, 50-state emissions)	$0.00
655	EXTENDED RANGE 36 GALLON FUEL TANK	$195.00
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable	$45.00
85H	BACKUP ALARM SYSTEM	$100.00
300A	EQUIPMENT GROUP 300A BASE, -inc: Manual Driver/Passenger Lumbar	$0.00

	SUBTOTAL	**$33,920.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$1,195.00
	TOTAL PRICE	**$35,115.00**

Est City: 18 MPG
Est Highway: 25 MPG
Est Highway Cruising Range: 900.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.5L Ti-VCT V6 (FFV)
Transmission: Electronic 6-Speed Automatic -inc: tow/haul mode
3.55 Axle Ratio
GVWR: 6,100 lbs Payload Package
Rear-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing w/Harness and Trailer Sway Control
1680# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 17" Silver Painted Aluminum
Tires: P245/70R17 BSW A/S -inc: OWL A/T spare tire
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent
Chrome Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window
Variable Intermittent Wipers
Deep Tinted Glass
Aluminum Panels
Chrome Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Cargo Lamp Integrated w/High Mount Stop Light
Fully Automatic Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off
Front Fog Lamps
Perimeter/Approach Lights

ENTERTAINMENT

Radio: AM/FM Stereo/Single-CD Player -inc: 6 speakers
Radio w/Clock
Fixed Antenna

SYNC Voice Recognition Communications -inc: Enhanced voice recognition communication and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink, 1 smart charging USB port and auxiliary audio input jack, Compass display in instrument cluster
2 LCD Monitors In The Front

INTERIOR

Cloth 40-20-40 Split-Bench Front Seats w/Cloth Back Material and Manual Driver Lumbar
4-Way Driver Seat -inc: Manual Recline, Fore/Aft Movement and Manual Lumbar Support
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Manual Lumbar Support
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
Power Rear Windows
6 Person Seating Capacity
Front Cupholder
Rear Cupholder
Front Cigar Lighter(s)
Compass
Keypad
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Full Cloth Headliner
Urethane Gear Shift Knob
Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome Interior Accents
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front Map Lights
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Pickup Cargo Box Lights
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 1st Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Analog Display
Front Center Armrest w/Storage
2 Seatback Storage Pockets
Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Perimeter Alarm

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Restricted Driving Mode
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

WINNER CHEVROLET, INC.
8575 Laguna Grove Drive
Elk Grove, CA 95757
FLEET DEPARTMENT
(916) 429-4700 Bill Kemery
(916) 429-4701 Carla Stuart
Fax (916) 421-0149

Prepared For:
Larry Robles
City of Woodland
Phone: (530) 661-5828

Prepared By:
Dwane Galatti
Phone: (916) 429-4702

2016 Chevrolet Colorado

12T43 2WD Crew Cab 140.5" WT

Your Price F.O.B. Woodland

$25,000.00
2,062.50 Sales Tax @ 8.25%
8.75 Tire Fee

$27,071.25 to you

Includes: 2 Additional Keys
Hard Tonneau Cover

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

ENTERTAINMENT

- Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack
- Audio system feature, 6-speaker system
- Audio system feature, USB port, located on instrument panel

EXTERIOR

- Wheels, 16" x 7" (40.6 cm x 17.8 cm) Ultra Silver Metallic steel
- Tires, P265/70R16 all-season, blackwall
- Pickup box
- Tire, spare P265/70R16 all-season, blackwall (Included and only available with (S1K) 16" x 7" (40.6 cm x 17.8 cm) steel spare wheel.)
- Wheel, spare, 16" x 7" (40.6 cm x 17.8 cm) steel (Requires (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box models.)
- Bumper, rear chrome
- CornerStep, rear bumper
- Moldings, Black beltline
- Headlamps, halogen with automatic exterior lamp control
- Cargo box light, back of cab
- Mirrors, outside remote with manual-folding, Black
- Glass, windshield shade band
- Door handles, Black
- Tailgate, locking
- Tailgate handle, Black

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

INTERIOR

- Seats, front bucket
- Seat adjuster, driver 4-way power with manual recline
- Seat adjuster, passenger 2-way manual fore/aft with manual recline
- Seat, rear folding bench (Crew Cab models only.)
- Console, floor, front compartment, custom
- Floor covering, color-keyed carpeting
- Floor mats, carpeted front (Deleted when (B38) full-length Black vinyl floor covering is ordered. Requires (B30) color-keyed carpeting floor covering.)
- Floor mats, carpeted rear (Requires (B30) color-keyed carpeting floor covering.)
- Steering wheel, urethane
- Steering column, tilt, manual
- Display, driver instrument information enhanced, one color
- Windows, power with driver Express-Up and Down
- Door locks, power
- Theft-deterrent system, immobilization
- Air conditioning, single-zone manual climate control
- Handles, door release, front and rear, Jet Black
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger with passenger vanity mirror
- Lighting, interior, center dome

MECHANICAL

- Engine, 3.6L SIDI DOHC V6 VVT (305 hp [229 kW] @ 6800 rpm, 269 lb-ft of torque [365 N-m] @ 4000 rpm) (Standard on Crew Cab Long Box models.)
- Transmission, 6-speed automatic, HMD, 6L50 (Standard on Crew Cab models. Available on Extended Cab models.)
- Rear axle, 3.42 ratio (Requires (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine.)
- GVWR, 5800 lbs. (2631 kg) (Standard on Crew Cab models with (LFX) 3.6L SIDI DOHC V6 engine only.)
- Rear wheel drive
- Tow/Haul Mode (Included and only available with (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Standard on Crew Cab Long Box.)
- Brakes, 4-wheel antilock, 4-wheel disc

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

SAFETY

- StabiliTrak, stability control system
- Traction control, electronic
- Daytime Running Lamps
- Air bags, dual-stage frontal and side-impact, driver and front passenger and head-curtain and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Rear Vision Camera with dynamic guide lines
- Tire Pressure Monitor System

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

Code	Description
12T43	2016 Chevrolet Colorado 2WD Crew Cab 140.5" WT

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

Code	Description
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

CATEGORY Code	Description
EMISSIONS	
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE	
LFX	ENGINE, 3.6L SIDI DOHC V6 VVT (305 hp [229 kW] @ 6800 rpm, 269 lb-ft of torque [365 N-m] @ 4000 rpm) (Standard on Crew Cab Long Box models.) (STD)
TRANSMISSION	
MYB	TRANSMISSION, 6-SPEED AUTOMATIC, HMD, 6L50 (Standard on Crew Cab models. Available on Extended Cab models.) (STD)
GVWR	
CHN	GVWR, 5800 LBS. (2631 KG) (Standard on Crew Cab models with (LFX) 3.6L SIDI DOHC V6 engine only.)
AXLE	
GU6	REAR AXLE, 3.42 RATIO (Requires (LFX) 3.6L SIDI DOHC V6 engine or (LWN) 2.8L Duramax Turbo-Diesel engine.)
PREFERRED EQUIPMENT GROUP	
2WT	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment
WHEEL TYPE	
RS2	WHEELS, 16" X 7" (40.6 CM X 17.8 CM) ULTRA SILVER METALLIC STEEL (STD)
TIRES	
QJJ	TIRES, P265/70R16 ALL-SEASON, BLACKWALL (STD)
PAINT SCHEME	
ZY1	SOLID PAINT
PAINT	
GAZ	SUMMIT WHITE
SEAT TYPE	
AR7	SEATS, FRONT BUCKET (STD)
SEAT TRIM	

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SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

CATEGORY

Code	Description
SEAT TRIM	
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM
RADIO	
IO4	AUDIO SYSTEM, CHEVROLET MYLINK, 4.2" DIAGONAL COLOR SCREEN WITH AM/FM STEREO USB port, auxiliary jack, Bluetooth streaming audio for music and most phones, hands-free smartphone integration, Pandora Internet radio and voice-activated technology for radio and phone (Includes (UE1) OnStar and (VV4) OnStar 4G LTE Wi-Fi hotspot.)
ADDITIONAL EQUIPMENT	
PCN	WT CONVENIENCE PACKAGE includes (ATG) Remote Keyless Entry, (UTJ) theft-deterrent system, (K34) electronic cruise control and (PPA) EZ-Lift tailgate
RVS	LPO, ASSIST STEPS, BLACK, 5" RECTANGULAR (Included with (PDP) Exterior Convenience Package, LPO. Not available with (E25) 5" rectangular, Chrome assist steps, LPO or (RVP) 3" Black Off-road step bars, assist steps, LPO.)
VK3	LICENSE PLATE KIT, FRONT (will be shipped to orders with ship-to states that require front license plate)
PPA	TAILGATE, EZ-LIFT AND LOWER (Included and only available with (PCN) WT Convenience Package.)
CGN	BEDLINER, SPRAY-ON, BLACK WITH CHEVROLET LOGO (Not available with (VZX) Bedliner, LPO, (VBR) rubber bed mat, LPO, (VUK) tailgate liner, LPO or any Ship Thru code.)
VV4	ONSTAR WITH 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Included and only available with (IO4) Chevrolet MyLink, 4.2" diagonal color screen with AM/FM stereo. Available 4G LTE Wi- Fi requires compatible mobile device, active OnStar subscription and data plan after trial.)
K34	CRUISE CONTROL, ELECTRONIC, AUTOMATIC (Included and only available with (PCN) WT Convenience Package.)
ATG	REMOTE KEYLESS ENTRY, EXTENDED RANGE (Included and only available with (PCN) WT Convenience Package.)
UTJ	THEFT-DETERRENT SYSTEM, UNAUTHORIZED ENTRY (Included and only available with (PCN) WT Convenience Package.)
UE1	ONSTAR GUIDANCE PLAN FOR 6 MONTHS including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Included and only available with (IO4) Chevrolet MyLink, 4.2" diagonal color screen with AM/FM stereo. Visit www.onstar.com for vehicle availability, details and system limitations. Services may vary by model and conditions.)

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail 12T43 2WD Crew Cab 140.5" WT

CATEGORY

Code	Description
ADDITIONAL EQUIPMENT	
___	ONSTAR BASIC PLAN FOR 5 YEARS including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Included and only available with (IO4) Chevrolet MyLink, 4.2" diagonal color screen with AM/FM stereo. Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)
SPECIAL EQUIPMENT OPTIONS	
8S3	BACKUP ALARM, 97 DECIBELS (Not Available at Start of Production. Requires a fleet or government order type. Not available with SEO (SFW) back-up alarm calibration.)

OPTIONS TOTAL

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

WINNER CHEVROLET, INC.
8575 Laguna Grove Drive
Elk Grove, CA 95757
FLEET DEPARTMENT
(916) 429-4700 Bill Kemery
(916) 429-4701 Carla Stuart
Fax (916) 421-0149

Prepared For:
Larry Robles
City of Woodland
Phone: (530) 661-5828

Prepared By:
Dwane Galatti
Phone: (916) 429-4702

2016 Chevrolet Suburban

CK15906 4WD 4dr Commercial

Your Price F.O.B. Woodland

$66,575.00

5,492.44 Sales Tax @ 8.25%

8.75 Tire Fee

$72,076.19 to you

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

ENTERTAINMENT

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes USB port
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM Satellite Radio, delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial)

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel
- Tires, P265/70R17 all-terrain, blackwall (Standard unless (NHT) Max Trailering Package is ordered.)
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front body-color
- Fascia, rear color-keyed
- Luggage rack side rails, roof-mounted, Black
- Assist steps, Black
- Daytime Running Lamps, with automatic exterior lamp control
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
- Glass, deep-tinted
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

INTERIOR

- Seats, front 40/20/40 split-bench, with Premium Cloth, 3-passenger includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.)
- Seat trim, cloth
- Seat adjuster, driver power, multidirectional
- Seat adjuster, front passenger 6-way power
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted cruise controls
- Display, driver instrument information enhanced, one color
- Door locks, power programmable with lockout protection
- Remote Keyless Entry, extended-range
- Windows, power, with Express-Down and Express-Up on front doors and lock out features
- Cruise control, electronic with set and resume speed
- Theft deterrent, electrical, unauthorized entry
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers
- Defogger, rear-window electric
- Power outlet, 110-volt
- Conversation mirror
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Cargo net
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

MECHANICAL

- Engine, 5.3L V8 EcoTec3 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 720 cold cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Recovery hooks, Black, front, frame-mounted
- GVWR, 7500 lbs. (3402 kg) (Requires 4WD model.)
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabiliTrak, stability control system with brake assist, includes traction control
- Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
- OnStar Guidance Plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for coverage map, details and system limitations. Services may vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- Safety belts, 3-point, driver and right-front passenger
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

Code	Description
CK15906	2016 Chevrolet Suburban 4WD 4dr Commercial

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

Code	Description
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

CATEGORY	Code	Description
SUSPENSION PKG		
	Z85	SUSPENSION PACKAGE, STANDARD, INCREASED CAPACITY, PREMIUM SMOOTH RIDE with Air leveler (Included and only available with (NHT) Maximum Trailering Package.)
EMISSIONS		
	YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE		
	L83	ENGINE, 5.3L V8 ECOTEC3 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
TRANSMISSION		
	MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)
AXLE		
	GU6	REAR AXLE, 3.42 RATIO (Included and only available with (NHT) Maximum Trailering Package.)
PREFERRED EQUIPMENT GROUP		
	1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment
WHEEL TYPE		
	RPT	WHEELS, 22" X 9" (55.9 CM X 22.9 CM) 6-SPOKE CHROME MULTI-FEATURED DESIGN
TIRES		
	QST	TIRES, P285/45R22 ALL-SEASON BLACKWALL (Included with (RPT) 22" x 9" (55.9 cm x 22.9 cm) 6-spoke chrome wheels. Requires one of the 22" LPO wheels.)
SPARE TIRE		
	RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL
SEAT TYPE		

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SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

CATEGORY		
	Code	Description
SEAT TYPE		
	AZ3	SEATS, FRONT 40/20/40 SPLIT-BENCH, WITH PREMIUM CLOTH, 3-PASSENGER includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)
SEAT TRIM		
	H0U	JET BLACK, CLOTH SEAT TRIM
RADIO		
	IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes USB port (STD)
ADDITIONAL EQUIPMENT		
	NHT	MAX TRAILERING PACKAGE (Includes (GU6) 3.42 rear axle ratio, (JL1) Trailer brake controller and (Z85) Suspension Package. 4WD models also include (NQH) 2-speed active Transfer case.)
	NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC with rotary controls, includes neutral position for dinghy towing (Requires 4WD models. Included with (NHT) Maximum Trailering Package.)
	JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (Included and only available with (NHT) Maximum Trailering Package.)
	AKP	GLASS, SOLAR ABSORBING
	TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON provides a switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp. 30-amp nominal rating
	VK3	LICENSE PLATE FRONT MOUNTING PACKAGE (Included on orders with ship-to-states that require a front license plate.)
	5HP	KEY, 6 ADDITIONAL KEYS NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense
	UE0	ONSTAR DELETE (Requires a Fleet or Government sales order type.)
SPECIAL EQUIPMENT OPTIONS		
	TGK	SPECIAL PAINT, SOLID, ONE COLOR All normally body colored non-sheet metal parts will be gloss Black. This includes front and rear fascias, liftgate handle, 'D' Pillars, mirrors and liftgate spoiler. Door handles will be flat Black. Body-side moldings will be deleted. May require extended lead time (Requires (01U) Special Paint with any SEO paint selection. Not available with (RWK) Painted body-side moldings, LPO. May require extra lead time and GM will require 5 orders before sending to the plant.)
	01U	SPECIAL PAINT

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15906 4WD 4dr Commercial

CATEGORY

Code	Description
SPECIAL EQUIPMENT OPTIONS	
5T4	EXTERIOR BODY COLORED PARTS, VICTORY RED Provides Victory Red special paint WA9260 and Victory Red special painted exterior body parts in lieu of glossy Black color normally installed with special paint. Victory Red painted parts will consist of front fascia, rear bumper fascia, rear liftgate handle, and door handles. Mirrors, rear D-pillar applique and liftgate spoiler will remain Black (Requires SEO (TGK) special paint and (V76) recovery hooks. Not available with (RWK) painted body-side moldings, LPO.)

OPTIONS TOTAL

Suburban Build up by Lehr

LEHR
Delivered as Promised

4707 Northgate Blvd.
Sacramento, CA 95834
Parts Dept. 916-646-6626
Service Dept 916-646-6636
Fax 916-646-6656

** QUOTATION **
*** DUPLICATE ***
Ord # 01 36103
P/O # COMMAND SUBH

Page 1

Br Accnt
00 70177

NET 30 DAYS

WILL CALL

SOLD TO:
CASSANDRA
WOODLAND FIRE DEPARTMENT
955 N PIONEER AVE
WOODLAND CA 95776

SHIP TO:
WOODLAND FIRE DEPARTMENT
955 N PIONEER AVE
WOODLAND CA 95776

SA HO
4/30/15
10:12:05
Expires
8/06/2015

Lin	Qty	Part Number	S	Description	Wt.Each	Net	Value
001	1	SE BK2019SUB15		4 LIGHT SUBURBA		658.5100	658.51
002	1	WH SA315P	F	SIREN SPEAKER		215.0700	215.07
003	1	WH SAK9	F	SPEAKER BRACKET		24.7900	24.79
004	2	WH VTX609C	F	VERTEX CLR		88.4400	176.88
005	1	WH TAM83RR	F	TAM83 W/RED/RED		594.9600	594.96
006	1	WH DBKT4	F	MOUNTING BRKT		15.7500	15.75
007	2	WH VTX609R	F	VERTEX RED		88.4400	176.88
008	4	WH IONSMR	F	SUR MNT ION RED		117.9200	471.68
009	1	WH CCSRNT36	F	CENCOM W/TA MOD		1073.3400	1073.34
010	1	TP CC-F-THOS-25		15TAHOE WB CON		425.0000	425.00
011	1	TP AC-INBHG	F	4"INT BEV HLDR		34.0000	34.00
012	1	TP AC-MCM1	F	MIC CLIP & BRKT		10.2000	10.20
013	1	TP AC-FILELOCK		LOCKABLE FILEBO		187.0000	187.00
014	1	TP AC-PENPAD		8.78X11 PAD		54.4000	54.40
015	1	SL 44451		VULCAN LED TRKM		181.4300	181.43
016	1	ML RX1019		MAG LT CHARGER		145.0000	145.00
017	1	WH SSFPOSI6		SOLID STATE HEA		69.6800	69.68
018	1	KM 091-20/20-KIT		AUTO CHARGE 20/		848.3500	848.35
019	2	WH IONR	F	ION LED RED		117.9200	235.84
020	2	WH IONR	F	ION LED RED		117.9200	235.84
021	2	WH IONGROM	F	ION GROMMET MNT		4.6900	9.38
022	2	OP D34/78	F	YEL DEEP CYCLE		229.0000	458.00
023	1	PP 01-0215	F	TAHOE HARNESS		595.0000	595.00
024	1	LE WH3		WIRE HARNESS		375.0000	375.00
025	1	LA I		INSTALLATION		4376.2500	4376.25
026	1	WH IB2DDDD		WHELEN ENG.		4775.0000	4775.00
027	1	SL 22670		SOLAR PANEL		257.1400	257.14
028	1	TV Z-CUSTOM		TRUCK VAULT		4270.0000	4270.00

TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
37	20950.37		875.00			1728.41

RCVD. BY: ____________

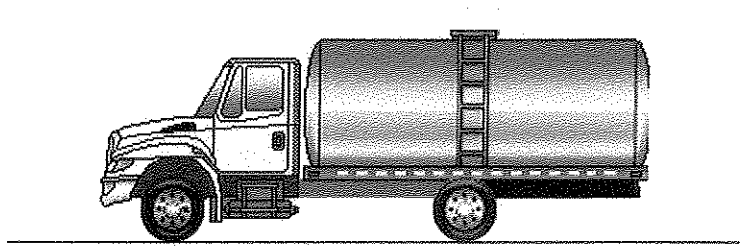
PAY THIS AMOUNT $ 23553.78

WWW.LEHRAUTO.COM SALES@LEHRAUTO.COM

INTERNATIONAL® May 15, 2015

Prepared For:
City of Woodland
Larry Robles
655 N. PIONEER AVE.
WOODLAND, CA 95776-
(530)661 - 5829
Reference ID: N/A

Presented By:
RIVERVIEW INTL TRKS, LLC
Ray Stover
2445 EVERGREEN AVENUE
WEST SACRAMENTO CA 95691 -
(916)371-3110



Model Profile
2016 4300 SBA 4X2 (MA025)

MISSION:	Requested GVWR: 17780. Calc. GVWR: 25999
DIMENSION:	Wheelbase: 156.00, CA: 88.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins ISB 250} EPA 2010, 250 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 HSR2 (CONTINENTAL) 498 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 HSR2 (CONTINENTAL) 498 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 18,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
MA02500	Base Chassis, Model 4300 SBA 4X2 with 156.00 Wheelbase, 88.90 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CAB	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312" (231.8mm x 77.8mm x 8.0mm); 394.3" (10014mm) Maximum OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2ATL	AXLE, FRONT NON-DRIVING {Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3AGW	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 9,000-lb Capacity; With Shock Absorbers Includes : SPRING PINS Rubber Bushings, Maintenance-Free Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 Notes : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank Includes : DRAIN VALVE Mounted in Wet Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} With Heater Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab

Code	Description
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.
4JCH	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers Notes : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR {Sheppard M-100} Power
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered

Code	Description
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
8XDU	BATTERY BOX Steel, With Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender
9HAD	GRILLE Chrome
9WAC	BUG SCREEN Front End; Mounted Behind Grille
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "GA"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WCY	SAFETY TRIANGLES
10WGD	SPECIAL RATING, GVWR Limited to 25,999-lb GVWR
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations
11001	CLUTCH Omit Item (Clutch & Control)
12EET	ENGINE, DIESEL {Cummins ISB 250} EPA 2010, 250 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)

Code	Description
	Includes : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for Cummins ISB Engines : FUEL/WATER SEPARATOR Fuel/Water Separator; Heated; with Water-in-Fuel Sensor. Engine Mounted
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On Includes : FAN Nylon
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER With Service Protection Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WPW	OIL PAN Extended Service Interval, 19 Quart Capacity, For Cummins ISB Engines
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB Engines
12XBB	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; ISB Engines
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
14ANS	AXLE, REAR, SINGLE {Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.88 Includes : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14VAD	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 18,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring Notes

Code	Description
	: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WAP	SHOCK ABSORBERS, REAR (2)
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints
15SXJ	FUEL TANK Top Draw; Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab
15WCN	DEF TANK 5 U.S. Gal. Capacity; Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color
16HBA	GAUGE CLUSTER English With English Electronic Speedometer Includes : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HGN	GAUGE, AIR APPLICATION
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back, With Under Seat Storage
16SND	MIRRORS (2) {Lang Mekra} Rectangular 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Power Both Sides, Black Heads, Brackets and Arms
16VHG	CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster Includes : HEATER HOSES Premium

Code	Description
	: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WLM	HOURMETER, PTO for Customer Provided PTO; With Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WRX	CAB INTERIOR TRIM Deluxe Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
16WSE	LOW WASHER FLUID INDICATOR
27DNS	WHEELS, FRONT {Accuride} DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hole, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs. Includes : PAINT IDENTITY, FRONT WHEELS White Notes : Compatible Tire Sizes: 9R22.5, 10R22.5, 11R22.5, 235/80R22.5, 245/75R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5
28DNS	WHEELS, REAR {Accuride} DUAL DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hole, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs Includes : PAINT IDENTITY, REAR WHEELS White Notes : Compatible Tire Sizes: 9R22.5, 10R22.5, 11R22.5, 235/80R22.5, 245/75R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5
7372135415	(2) TIRE, FRONT 11R22.5 HSR2 (CONTINENTAL) 498 rev/mile, load range G, 14 ply
7372135415	(4) TIRE, REAR 11R22.5 HSR2 (CONTINENTAL) 498 rev/mile, load range G, 14 ply
	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Services Section:

Code	Description
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P
1	1500 GA Diamond Steel Water tank, 2 rear sprays, 1 side spray, 3 front sprays with 3rd in center of bumper, 2- 1/2" anti-siphon hydrant 8" fill at center of tank, hose reel w/1" x 100' GP red hose w/ crank rewind, 2 1/2" brass pressure outlet, (2)-60" stainless steel fender tool boxes w/door, 4.33 CID hydrostatic load sense pump ILO standard transmission hyd.,hot shift PTO for automatic transmission, complete installation, FOB Woodland corporate yard.
	Transportation to YC and return.
	PDI, clean up, fire/flare

(US DOLLAR)

Description	Price
1500 GA Diamond Steel Water tank, 2 rear sprays, 1 side spray, 3 front sprays with 3rd in center of bumper, 2- 1/2" anti-siphon hydrant 8" fill at center of tank, hose reel w/1" x 100' GP red hose w/ crank rewind, 2 1/2" brass pressure outlet, (2)-60" stainless steel fender tool boxes w/door, 4.33 CID hydrostatic load sense pump ILO standard transmission hyd.,hot shift PTO for automatic transmission, complete installation, FOB Woodland corporate yard.	$32,012.62

Total Body Allied/Equipment: $32,012.62

INTERNATIONAL®

Financial Summary
2016 4300 SBA 4X2 (MA025)

May 15, 2015

(US DOLLAR)

Description		**Price**
Net Sales Price:		$108,765.57
Memo Item(s):		
Total Federal Excise Tax	$0.00	
Total Taxes:	$8,289.29	
Warranty:	$0.00	
Body/Allied Equipment:	$32,012.62	
Freight	$2,200.00	

Note: Memo item(s) shown here are included in the above Net Sales Price.

Approved by Seller:

Fleet Sales 05/15/2015

Official Title and Date

Ray Stoner

Authorized Signature

RIVERVIEW INTL TRKS, LLC
2445 EVERGREEN AVENUE
WEST SACRAMENTO CA 95691 -
(916)371-3110

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

4/27/2015

Mr. Larry Robles

300 First Street
Woodland, CA 95695

Dear Larry Robles,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2016 International 4300 SBA 4x2 (MA025) Water Truck with Diamond 1500 Gallon Tank)** delivered to your department yard by Mrs. McRoberts with International and Mr. Watson with Diamond, each for

(1) One Unit		
Sub Total	$	107,801.00
Tax (8.25%)	$	8,893.58
Tire Fee	$	17.50
Total	$	116,712.08

-per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Bid Number 102811**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497

Diamond Steel Co., Inc.
971 N. George Washington
Yuba City, CA 95993-9067

Phone(530) 674-8577
Fax(530) 674-7339

DIAMOND bilt

Quote

Customer No.: DION INT TRU
Quote No.: 5689

WOODLAND CA

Quote To: **Dion International Trucks, LLC**
5255 Federal Blvd.
San Diego, CA 92105

Ship To: **Dion International Trucks, LLC**
5255 Federal Blvd.
San Diego, CA 92105

Fax (619) 263-9021

Date	Ship Via	F.O.B.	Terms
04/10/15	Will Call	Origin	Net 30

Purchase Order Number	Expiration Date	Sales Person	Required
	07/09/15	Rich	04/10/15

Quantity Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount
1			H15LS3TH212	1500GAL WATER TRUCK,2R,1S,2F WITH THIRD FRONT SPRAY IN THE CENTER OF THE BUMPER		
1			ZHFAP	HOT SHIFT PTO FOR ALLISON TR		
1			ZHCS 4.33	4.33 CID HYDROSTATIC LOAD SENSE PUMP IN LIEU OF STD. TRANSMISSON HYD.		
1			ZHFC	2 1/2" ANTI-SIPHON HYDRANT 8" FILL AT CENTER OF TANK		
1			300621-100	HOSE REEL 1"X100' CRANK REWIND W/ 100' OF 1" GP RED HOSE		
1			ZHP	2 1/2" BRASS PRESSURE OUTLET		
2			ZHMD5	5' FENDER TOOL BOX W/DOOR STAINLESS STEEL		
				DELIUVERY 120 TO 160 DAYS A.R.O.		

INTERNATIONAL® **April 14, 2015**

Prepared For:
NATIONAL AUTO FLEET GROUP
JESSE COOPER
490 Auto Center Dr.
Watsonville, CA 95076-3726
(855)288 - 6572
Reference ID: Woodland CA

Presented By:
DION INTERNATIONAL TRUCKS, LLC
Theresa McRoberts
5255 Federal Blvd.
San Diego CA 92105 -
(619)263-2251

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2016 4300 SBA 4X2 (MA025)

APPLICATION:	Water Tank
MISSION:	Requested GVWR: 25999. Calc. GVWR: 25999 Calc. Start / Grade Ability: 35.13% / 2.44% @ 55 MPH Calc. Geared Speed: 85.8 MPH
DIMENSION:	Wheelbase: 156.00, CA: 88.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins ISB 250} EPA 2010, 250 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 18,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MA02500	Base Chassis, Model 4300 SBA 4X2 with 156.00 Wheelbase, 88.90 CA, and 75.00 Axle to Frame.	5567/2901	8468
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CAB	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312" (231.8mm x 77.8mm x 8.0mm); 394.3" (10014mm) Maximum OAL	-21/172	151
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color	0/0	0
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	0/0	0
2ATL	AXLE, FRONT NON-DRIVING {Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	81/0	81
3AGW	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 9,000-lb Capacity; With Shock Absorbers Includes : SPRING PINS Rubber Bushings, Maintenance-Free Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	59/0	59
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 Notes : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.	90/40	130
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank Includes : DRAIN VALVE Mounted in Wet Tank	1/0	1
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	9/21	30
4EBT	AIR DRYER {Bendix AD-IP} With Heater Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	20/17	37
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	0/0	0
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake Includes	0/6	6

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.		
4JCH	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	116/0	116
	Notes		
	: Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM.		
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/211	211
	Notes		
	: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity	36/0	36
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel	0/0	0
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	0/6	6
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0
5708	STEERING COLUMN Tilting	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M-100} Power	25/0	25
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	134/-31	103
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes		
	: BATTERY BOX Steel		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: FUSES, ELECTRICAL SAE Blade-Type		
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: JUMP START STUD Located on Positive Terminal of Outermost Battery		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/ Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total	10/5	15
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	1/0	1
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VAY	HORN, ELECTRIC Disc Style	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
8XDU	BATTERY BOX Steel, With Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab	57/37	94
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender	0/0	0
9HAD	GRILLE Chrome	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WAC	BUG SCREEN Front End; Mounted Behind Grille	5/0	5
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "GA"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
10WGD	SPECIAL RATING, GVWR Limited to 25,999-lb GVWR	0/0	0
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-62/-13	-75
12EET	ENGINE, DIESEL {Cummins ISB 250} EPA 2010, 250 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max) Includes : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for Cummins ISB Engines : FUEL/WATER SEPARATOR Fuel/Water Separator; Heated; with Water-in-Fuel Sensor. Engine Mounted	0/0	0
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On Includes : FAN Nylon	0/0	0
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	36/-5	31
12VBR	AIR CLEANER With Service Protection Element	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WPW	OIL PAN Extended Service Interval, 19 Quart Capacity, For Cummins ISB Engines	0/0	0
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB Engines	0/0	0
12XBB	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; ISB Engines	0/0	0
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	128/60	188
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
14ANS	AXLE, REAR, SINGLE {Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing, 19,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.88 Includes : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance	0/0	0
14VAD	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 18,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	0/31	31
14WAP	SHOCK ABSORBERS, REAR (2)	0/45	45
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
15SXJ	FUEL TANK Top Draw; Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab	14/-1	13
15WCN	DEF TANK 5 U.S. Gal. Capacity; Frame Mounted Outside Left Rail, Under Cab	-8/21	13
16030	CAB Conventional Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side	0/0	0

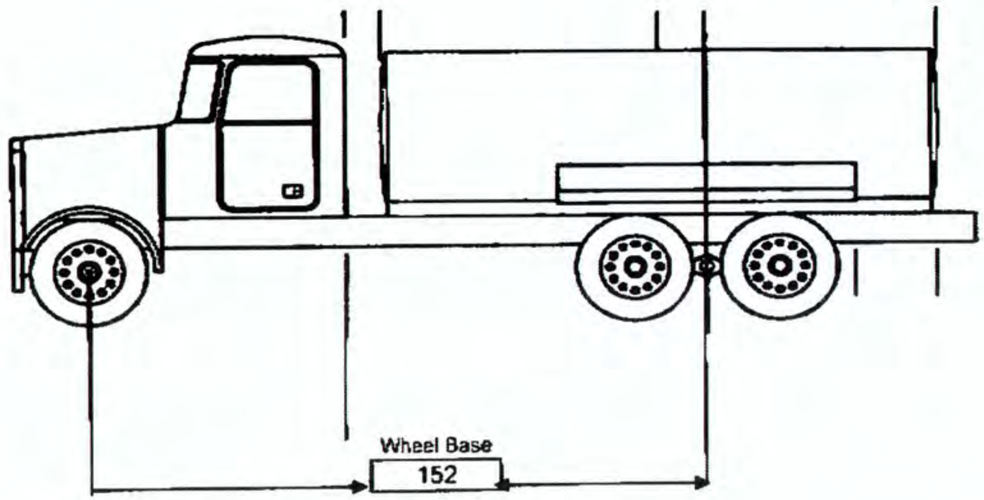
Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color		
16HBA	GAUGE CLUSTER English With English Electronic Speedometer Includes : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	0/0	0
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	1/0	1
16HGN	GAUGE, AIR APPLICATION	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	2/0	2
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back, With Under Seat Storage	25/16	41
16SND	MIRRORS (2) {Lang Mekra} Rectangular 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Power Both Sides, Black Heads, Brackets and Arms	-7/4	-3
16VHG	CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension	71/-7	64
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	64/7	71
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WKY	HVAC FRESH AIR FILTER	4/0	4
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
16WLM	HOURMETER, PTO for Customer Provided PTO; With Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch	2/0	2
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16WRX	CAB INTERIOR TRIM Deluxe Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door	0/0	0

Code	**Description**	**F/R Wt** (lbs)	**Tot Wt** (lbs)
	: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console		
16WSE	LOW WASHER FLUID INDICATOR	1/0	1
27DNS	WHEELS, FRONT {Accuride} DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hole, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs. Includes : PAINT IDENTITY, FRONT WHEELS White Notes : Compatible Tire Sizes: 9R22.5, 10R22.5, 11R22.5, 235/80R22.5, 245/75R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5	0/0	0
28DNS	WHEELS, REAR {Accuride} DUAL DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hole, Flanged Nut, Metric Mount, 7.50 DC Rims; With Steel Hubs Includes : PAINT IDENTITY, REAR WHEELS White Notes : Compatible Tire Sizes: 9R22.5, 10R22.5, 11R22.5, 235/80R22.5, 245/75R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5	0/0	0
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	66/0	66
7372138107	(4) TIRE, REAR 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply	0/132	132
	Services Section:		
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P	0/0	0
	Total Component Weight:	**6565/3681**	**10246**
1	Diamond Steel Co Diamond Bilt 1500 gal water tank, installed	0/0	0
	Total Body Allied:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Fill in all info:

CONVENTIONAL
Int. 4300
300@ 2200 RPM
10,000 # FRONT
17,500 # Rear
Allison 3500RDS
85" X 48"X 112" OVAL
NOTE:



95X63=20.35/in	P=250.95(252)
95X60=19.38/in	P=246.84(248)
95X56=18.09/in	P=241.47(242)
85X48=13.87/in	P=213.28(215)

TAF= 33

FILL IN ALL BOXES

Tank system weight	3500
Water tank capacity	1500
Total weight	15995

CA\CT	SET BACK	TANK LENGHT
85	6	112

Weight transfer
2420.296

Center of Gravity
23

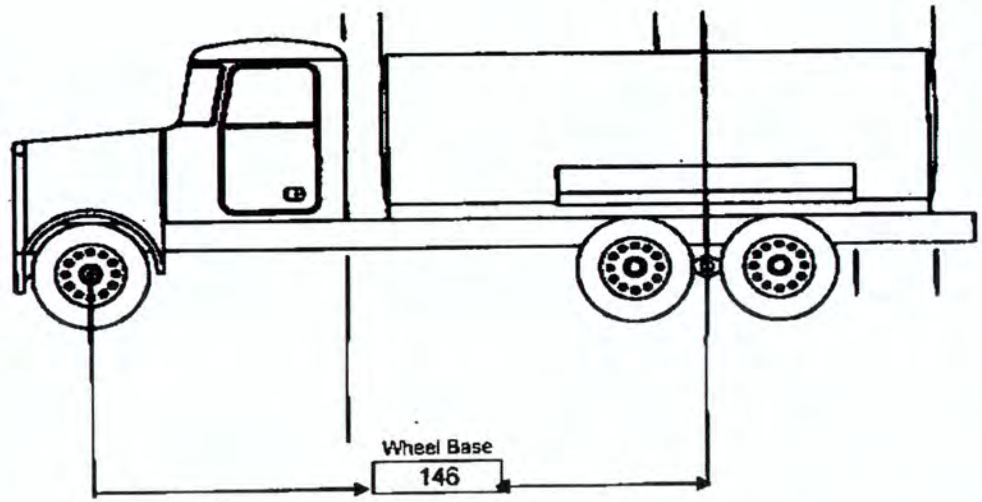
CHASSIS AXLE WEIGHTS		Total Loaded
FRONT	6600	9020.296 * slightly heavy on 9K front
REAR	3200	16774.7 ✓

Total weight 25795 ✓

I can easily go to a 10K front axle/suspension, without any addl. cost, but the GVWR may then go past 25,999 — no longer a class C Drivers license?

Fill in all info:

CONVENTIONAL
Int. 4300
300@ 2200 RPM
9,000 # FRONT
19,000 # Rear
Allison 3500RDS
85" X 48"X 112" OVAL
NOTE:



95X63=20.35/in	P=250.95(252)
95X60=19.38/in	P=246.84(248)
95X56=18.09/in	P=241.47(242)
85X48=13.87/in	P=213.28(215)

TAF= 38.1

FILL IN ALL BOXES

Tank system weight	3500
Water tank capacity	1500
Total weight	15995

CA\CT	SET BACK	TANK LENGHT
78.9	5	112

Center of Gravity
17.9

Weight transfer
1961.031

CHASSIS AXLE WEIGHTS		Total Loaded	
FRONT	6574	8535.031	✓ 9K front GAWR
REAR	3562	17595.97	✓ 19K rear GAWR

Total weight 26131 * Slightly more than 26K

Diamond bilt 971 NORTH GEORGE WASHINGTON BLVD.
YUBA CITY, CALIFORNIA 95993-9983 (916) 674-8577

PROPOSED SPECIFICATIONS FOR A
1500-GALLON WATER DISTRIBUTION TANK TRUCK BODY

TRUCK CHASSIS:

1. Cab style - Conventional.
2. Engine - Diesel
3. Service brakes - Dual air.
4. Front axle GAWR - 8,000 #.
5. Rear axle GAWR - 17,500 #.
6. Rear axle gearing - Geared to a maximum travel speed of 5-MPH at max RPM in First gear, not to exceed 65-MPH.
7. Seats - Individual driver and passenger.
8. Exhaust - Horizontal muffler.
9. Frame - Clear of obstructions behind cab, outside of frame rails
10. Cab-to-axle dimension - 73", rear axle to end of frame – 48" AF.

TANK:

1. Capacity - 1,500 gallons.
2. Shape - Elliptical around longitudinal axis.
3. Approximate outside dimensions - 85"W x 48"H x 112" L.
4. Material - ASTM grade A36 tank steel.
5. Shell - 7 gauge steel.
6. Heads - 7 gauge steel, roll flanged, and semi-dished, welded 100% inside and out.

7. Surge baffles - One each 7 gauge steel, roll flanged, semi-dished and equally spaced. Baffle to have a 19" flanged crawl hole, top and bottom equalizer cutouts.

8. Access dome - 20" diameter with cam over latch, gasketed and hinged, located at top center of tank.

9. Overflow/vent pipe - 3" diameter standpipe extending from inside of access dome through bottom of tank.

10. Ladder - 3/4" Stainless steel pipe ladder with non-skid steps from bottom rear of tank assembly, up rear of tank, with two top tank handholds.

11. Catwalk - Non-skid path from ladder to filldome.

12. Water level gauge - Tube type, with bottom shut off valve two each one located on rear head and one located on front head of tank.

13. Tank frame - Two tank-end saddles of 1/2" x 4" x 48" steel, two full length 3/16" x 12" steel bearing plates, skip-welded 50% longitudinally to bottom of tank, two U formed channel tank sills of 3/16" steel plate welded 50% to the bearing plates and two tank end bolsters of 3/16" x 8" x 48".

<u>WATER PUMP</u>

1. Centrifugal water pump rated at 850 GPM and 85-PSI static (reference Berkeley"B3ZRM 4" x 3").

2. Pump to be left side mounted, forward of rear axle on rugged framework attached to left tank sill.

<u>TANK MOUNTING</u>

1. Shock pads - Four 1/2" x 2 1/2" x 24" neoprene pads attached to tank sills (two per sill) between tank sills and truck frame.

2. Rear mounts - 4" steel channels (one per side) welded to sills and bolted to truck frame rails with two each 5/8" grade 5 cap screws.

3. Forward mounts - Spring loaded telescopic mounts (one each side) welded to tank sills and bolted to truck frame rails with two each 5/8" grade 5 cap screws

HYDRAULIC WATER PUMP DRIVE SYSTEM:

1. System parameters - Hydraulic system to provide the maximum water pump speed of 2,500 RPM at not less than 1,250-RPM truck engine speed under maximum water pump load condition. At truck engine speed of 1,250 RPM, the hydraulic pump will be capable of producing not less than 18 GPM oil flow at 4,000-PSI system pressure. System will operate within engine RPM of 1,000 to 2100.

1. Hydraulic motor - 1.285 CID, 4500 PSI gear motor, direct coupled to water pump with 13 tooth splined two bolt SAE-B hydraulic motor adapter.

2. Hydraulic pump – 4.33-CID pressure and flow compensated load-sensing variable displacement 4,000-PSI axial piston pump, two (2) bolt SAE-BB mounted between truck frame extension. Pump to be connected to truck engine crankshaft PTO adapter with a 2" x .083" wall tubular drive shaft with U-joints both ends

3. Hydraulic throttle - Cab mounted dial knob to control electronic signal to variable displacement proportional control valve in hydraulic pressure line, to provide full range speed control (0 to 2,500 RPM).

4. Hydraulic oil reservoir - Forty-gallon capacity, plus 10% outage, 7 gauge steel reservoir tank, mounted to inside bottom of front compartment of water tank. Reservoir to have: 1 1/2" suction and 1" return pipe fittings protruding through the bottom of the water tank; 2" diameter fill pipe through the top of the water tank; 2" lockable pressure and vacuum relieving fill cap; 1" diameter oil level sight glass with packing gland on outside of the tank front bulkhead; individual shut-off valves on suction and return sides of reservoir. All fittings welded and pressure tested. Water in truck tank to provide heat dissipation from hydraulic oil reservoir.

5. Suction plumbing - 1 1/2" SAE 100R1 suction hose and fittings from reservoir outlet to hydraulic pump inlet port.

6. Pressure plumbing -3/4" SAE pressure hose and fittings from hydraulic pump pressure port to hydraulic throttle inlet port. SAE 100R12 pressure hose and fittings from hydraulic throttle outlet port to hydraulic motor inlet port.

7. Return plumbing - 1" SAE 100R1 hose fittings from hydraulic motor outlet port to hydraulic oil reservoir.
8. Hydraulic oil filter - 50 GPM, 10 micron, 200 PSI rated spin-on, throw-away cartridge return line oil filter with 15 PSI internal bypass valve, mounted in hydraulic return plumbing.

9. Hydraulic oil - Forty gallons of ISO grade #46.

WATER PUMPING:

1. Piping - Schedule 40 steel pipe with welded joints and bolt joints, rubber U channel gasket flex couplings and low point drains (hoses and pipe fittings not acceptable).

2. Mounting - All plumbing shall be above truck frame and mounted to tank assembly.

3. Suction plumbing - 4" pipe with antivortex baffles from tank bottom, 6" diameter suction sump.

4. Pressure plumbing - 3" and 2 1/2" pipe from pump to manifold and from Manifold to sprays.

5. Relief valve - Pressure plumbing to be equipped with one 2 1/2" x 5" pneumatic operated adjustable *water pressure control valve* with bypass to water tank.

WATER SPRAYS:

1. Operation - Normally open, spring to maintain valve close requires 7 to 10 psi of water pump pressure water valves, pneumatic to close.

2. Pressure Fan sprays - Five (5) 3" x 180 degree upright adjustable fanspray assemblies with stainless steel valve seats, vulcanized neoprene valve heads with splash plates, and 3" 4-way adjustable flex coupling mountings. Valves to be located one each at rear corners of water tank & one each corner of the front bumper with one in the center of the front bumper.

3. Side Sprays – One (1), one each side using a 20-degree duckbill nozzle with three plane of adjustment. Passenger side of the truck chassis.

3. Hose Reel - One 1 1/2" x 100' rim-rewind hose mounted on the right side between the cab and the rear axles, includes 1" ball valve for easy on-off and low point drain.

LOADING SYSTEM:

1. Hydrant fill - 2 1/2" anti-siphon fill with 2 1/2" NPTM thread located at right rear corner of water tank. 8" diameter tank inlet to have a counter balanced anti-Splash swings check plate.

AIR CONTROL SYSTEM:

1. Operation - Diaphragm in the water valves, actuated by truck brake system air pressure, through individual cab mounted control valves and 1/4" air tubing to each individual water valve. Application of air by the control valves allows the spray valves to close instantly.

2. Brake air pressure protection - Air pressure protection valve installed on the truck brake air reservoir tank (preset at 75 PSI cutoff pressure) to prevent truck brake loss in case of water system air control failure.

MASTER CONTROL CONSOLE:

1. Construction and location - Master control console located to the right of the driver's seat in the truck cab. Mounting height shall not be lower than the driver's seat. Console lid to be removable for easy service and maintenance of console components.

2. Controls - Master console to include the following:

   a. System "power" indicator light.

   b. Water pump "speed control" Dial control for electro proportional control valve.

   c. Water "pressure" gauge (fluid filled, 0 - 160 PSI).

& LOAD SPRAY

   d. Water pressure "regulator".

& 7 SEVEN

   e. Five individual water "spray on/off" switch, with aluminum switch cover plates engraved to indicate the valve location i.e. LEFT REAR, RIGHT REAR, LEFT FRONT, CENTER FRONT, RIGHT FRONT AND RIGHT SIDE.

MISCELLANEOUS:

1. Fenders - Straight 45 degrees sloping single, box type of 12 gauge stainless steel with 5" Rub rails, front and rear mud flaps.

2. Lighting - To conform to FMVSS # 108. Clearance and side marker lamps to be rubber mounted in fender sockets. Three identification lamps to be mounted at rear, top center of water tank. Wiring to be in conduit and loom.

3. Low point drain valves to be installed in all water plumbing and in water pump.

4. Testing - Water tank to be static air pressure tested at 4 PSI. Hydraulic, water pumping, spraying and loading systems to be performance tested at maximum design operating pressures.

5. Tank exterior - To be cleaned and finished with two coats of primer, and two coats of automotive grade synthetic enamel.

6. Service manual - One operation, maintenance and parts manuals covering all equipment.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2014/2015 VEHICLE REPLACEMENT BUDGET AND THE PURCHASE OF FIVE (5) VEHICLES

WHEREAS, the City of Woodland staff wishes to increase the Fiscal Year 2014/2015 Vehicle Replacement Budget, budget code 012-084-7841-5545, from $1,208,283.50 to $1,273,808.10;

WHEREAS, the budget increase will be funded by transferring $19,347.68 from the Energy Fund, budget code 365-085-7817-5540, and $46,176.99 from the Sewer program operating and maintenance budget, budget code 220-086-7853-5262 to the Vehicle Reserve Fund, budget code 012-090-4901;

WHEREAS, the City of Woodland wishes to approve the purchase of two (2) replacement Chevy Colorado pickup trucks for Utilities through the National Auto Fleet Group under National Joint Powers Alliance contract #102811 in the amount of $55,539.28;

WHEREAS, the City of Woodland wishes to approve the purchase of one (1) replacement Chevy Colorado pickup truck and one (1) replacement Chevy Suburban for the Fire Department through Winner Chevrolet under State of California contract #1-12-23-14 in the amount of $99,147.44;

WHEREAS, the City of Woodland wishes to approve the purchase of one (1) replacement International Water Truck for the Sewer program through Riverview International Trucks, LLC in the amount of $108,765.57;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby approves the increase of the Vehicle Replacement Budget to $1,273,808.10, approves the purchase of two (2) replacement Chevy Colorado pickup trucks for Utilities through the National Auto Fleet Group in the amount of $55,539.28, approves the purchase of one (1) replacement Chevy Colorado pickup truck and one (1) replacement Chevy Suburban through Winner Chevrolet in the amount of $99,147.44, and the purchase of one (1) replacement International Water Truck in the amount of $108,765.57.

PASSED AND ADOPTED by the City Council on this 2nd day of June 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____

Ana Gonzalez, City Clerk

Legislation Text

4.

File #: 14-777, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Approval of Four Subrecipient Agreements with the Yolo Wayfarer Center Funded through 2014 Continuum of Care Program Competition

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute four subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2014 Continuum of Care program competition in the aggregate amount of $207,614 and authorizes the Finance Officer to amend the budget as necessary.

Staff Contact

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

Fiscal Impact

The Department of Housing and Urban Development (HUD) will provide a portion of the four grants, $13,568, for administration in order to defray the City's costs in administering the grants.

Background

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

Discussion

In 2015 (CoC program year 2014) the City applied for six separate CoC grants. HUD awarded the City five of the six grants and has issued grant agreements/scopes of work for the following four grants.

- Reallocation Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $14,803)

- Permanent Supportive Housing Project to Serve Chronically Homeless Individuals (Renewal Grant in the amount of $23,806)

- Transitional Housing Project (Renewal Grant in the amount of $144,998)
- Permanent Supportive Housing Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $24,007)

HUD notified the City of a conditional grant award for a fifth grant, 2014 Reallocation Project to Serve Chronically Homeless ($9,071 grant amount). A subrecipient agreement will not be prepared for this grant until HUD has released the grant agreement/scope of work. HUD did not award funds for the sixth grant, 2014 Permanent Supportive Housing Bonus Project ($68,026 grant amount). The grants awarded the City will be used by the Yolo Wayfarer Center to provide transitional and permanent supportive housing for chronically homeless individuals and families. All of the individuals assisted by the grants will receive supportive services.

Public Contact

Posting of the City Council agenda.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute four subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2014 Continuum of Care program competition in the aggregate amount of $207,614 and authorizes the Finance Officer to amend the budget as necessary.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachments:
1. Resolution No.
2. Subrecipient Agreements (four)
3. HUD Grant Award Letter

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE FOUR SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR CONTINUUMM OF CARE PROGRAM GRANTS

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute four subrecipient agreements in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the amounts of $14,803 (Reallocation Project to Serve Chronically Homeless Families), $23,806 (Permanent Supportive Housing Project to Serve Chronically Homeless Individuals), $144,998 (Transitional Housing Project), and $24,007 (Permanent Supportive Housing Project to Serve Chronically Homeless Families) and any other documents necessary to implement these programs;

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

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

PASSED AND ADOPTED on this 2nd day of June, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(2014 Renewal of 2012 Reallocation Project to Serve Chronically Homeless Families)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2015 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2014 (but PY 2015).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2014 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2014 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about March 10, 2015, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2014 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

"Agreement" means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

"MCKINNEY-VENTO ACT" is defined in Recital A hereof.

"MCKINNEY-VENTO ACT Funds" is defined in Recital A hereof.

"C.F.R." means the Code of Federal Regulations.

"Community Services Director" means the Director of Community Services for the City of Woodland, or designee.

"Conditions to Disbursement" is defined in Section 2.3.2 hereof.

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

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

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

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

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

"Services" is defined in Section 4.1 of this Agreement.

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

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

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Fourteen Thousand, Eight Hundred Three Dollars ($14,803) (less administrative costs of $1,036 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for one chronically homeless family in one unit as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of Fourteen Thousand, Eight Hundred Three Dollars ($14,803) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on July 1, 2015 and shall terminate on June 30, 2016 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees,

assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing.

SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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

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

Section 5. Insurance and Indemnification.

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

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

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million

Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."
>
> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

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

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

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the

insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

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

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

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

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of

this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

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

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

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

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

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

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

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event,

SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street

Woodland, California 95695
FAX No. (530) 661-5813

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

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties

which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

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

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

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

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

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

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95776.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Family Permanent Supportive Housing in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Fourteen Thousand, Eight Hundred Three Dollars ($14,803), WOODLAND shall retain a total of One Thousand Thirty-Six Dollars ($1,036) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Permanent Supportive Housing for chronically homeless individuals) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Fourteen Thousand, Eight Hundred Three Dollars ($14,803) less City administrative costs of ($1,036) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the “Department”), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers’ representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

an measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND's audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit

will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable

laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars ($300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars ($300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars ($50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

i. Abide by the terms of the statement; and

ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on July 1, 2015 and terminating on June 30, 2016.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	11,400		
2 Supportive Services*	1,867		
3. Operations**	500		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	13,767		
6. Administration	1,036		
7. Total CoC Request (total lines 5 and 6)	14,803		

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(2014 Renewal of 2009 Permanent Supportive Housing Project to Serve Chronically Homeless Individuals)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this **_________** day of **______**, 2015 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2014 (but PY 2015).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2014 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2014 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about March 10, 2015, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2014 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

"Agreement" means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

"MCKINNEY-VENTO ACT" is defined in Recital A hereof.

"MCKINNEY-VENTO ACT Funds" is defined in Recital A hereof.

"C.F.R." means the Code of Federal Regulations.

"Community Services Director" means the Director of Community Services for the City of Woodland, or designee.

"Conditions to Disbursement" is defined in Section 2.3.2 hereof.

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

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

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

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

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

"Services" is defined in Section 4.1 of this Agreement.

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

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

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Twenty-Three Thousand, Eight Hundred Six Dollars ($23,806) (less administrative costs of $1,534 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of Twenty Three Thousand, Eight Hundred Six Dollars ($23,806) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on July 1, 2015 and shall terminate on June 30, 2016 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees,

assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing.

SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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

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

Section 5. Insurance and Indemnification.

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

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

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million

Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."
>
> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

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

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

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the

insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

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

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

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

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of

this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

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

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

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

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

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

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

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event,

SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street

Woodland, California 95695
FAX No. (530) 661-5813

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

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties

which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

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

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

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

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

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

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the “Effective Date.”

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95776.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

> **3.1 Schedule.** All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).
>
> **3.2 Contents.** Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:
>
> > **A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
> >
> > **B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.
>
> **3.3 Certification.** Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Twenty-Three Thousand, Eight Hundred Six Dollars ($23,806), WOODLAND shall retain a total of One Thousand Five Hundred Thirty-Four Dollars ($1,534) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Permanent Supportive Housing for chronically homeless individuals) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Twenty-Three Thousand, Eight Hundred Six Dollars ($23,806) less City administrative costs of ($1,534) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

an measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND's audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit

will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable

laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars ($300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars ($300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars ($50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

i. Abide by the terms of the statement; and

ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on July 1, 2015 and terminating on June 30, 2016.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	6,260		
2 Supportive Services*	4,384		
3. Operations**	11,628		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	22,272		
6. Administration	1,534		
7. Total CoC Request (total lines 5 and 6)	23,806		

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(Transitional Housing 2014)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2015 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2014 (but PY 2015).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2014 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2014 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about March 10, 2015, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2014 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

"Agreement" means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

"MCKINNEY-VENTO ACT" is defined in Recital A hereof.

"MCKINNEY-VENTO ACT Funds" is defined in Recital A hereof.

"C.F.R." means the Code of Federal Regulations.

"Community Services Director" means the Director of Community Services for the City of Woodland, or designee.

"Conditions to Disbursement" is defined in Section 2.3.2 hereof.

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

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

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

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

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

"Services" is defined in Section 4.1 of this Agreement.

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

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

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of One Hundred Forty-Four Thousand, Nine Hundred Ninety-Eight

Dollars ($144,998) (less administrative costs of $9,450 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Transitional Housing for individuals and families as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of One Hundred Forty-Four Thousand, Nine Hundred Ninety-Eight Dollars ($144,998) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on February 1, 2015 and shall terminate on January 31, 2016 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this

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

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

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

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

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

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

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

Section 5. Insurance and Indemnification.

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

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

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million

Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."
>
> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

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

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

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the

insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

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

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

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

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of

this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

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

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

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

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

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

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

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event,

SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street

Woodland, California 95695
FAX No. (530) 661-5813

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

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties

which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

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

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

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

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

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

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95776.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Transitional Housing for individuals and families in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of One Hundred Forty-Four Thousand Nine Hundred Ninety-Eight Dollars ($144,998), WOODLAND shall retain a total of Nine Thousand Four Hundred Fifty Dollars ($9,450) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Permanent Supportive Housing for chronically homeless individuals) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Forty-Four Thousand, Nine Hundred Ninety-Eight Dollars ($144,998) less City administrative costs of ($9,450) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

an measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND's audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit

will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable

laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars ($300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars ($300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars ($50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

i. Abide by the terms of the statement; and

ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2015 and terminating on January 31, 2016.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	27,000		
2 Supportive Services*	35,092		
3. Operations**	73,456		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	135,548		
6. Administration	9,450		
7. Total CoC Request (total lines 5 and 6)	144,998		

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(2014 Renewal of 2010 Permanent Supportive Housing Project to Serve Chronically Homeless Families)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this **_________** day of **______**, 2015 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2014 (but PY 2015).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless families, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2014 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT’s application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND’s MCKINNEY-VENTO ACT Application for Calendar Year 2014 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about March 10, 2015, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2014 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

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

“Default” is defined in Section 7.1 hereof.

“Disbursement Schedule” is defined in Section 2.3.1 hereof.

“Effective Date” is defined in Section 10.14 hereof.

“Grant” is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

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

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

"Services" is defined in Section 4.1 of this Agreement.

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

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

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Twenty-Four Thousand, Seven Dollars ($24,007) (less administrative costs of $1,548 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless families as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of Twenty Four Thousand, Seven Dollars ($24,007) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on July 1, 2015 and shall terminate on June 30, 2016 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees,

assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing.

SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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

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

Section 5. Insurance and Indemnification.

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

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

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million

Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."
>
> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

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

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

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the

insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

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

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

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

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of

this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

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

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

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

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

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

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

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event,

SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street

Woodland, California 95695
FAX No. (530) 661-5813

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

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties

which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

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

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

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

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

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

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95776.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless families in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Twenty-Four Thousand, Seven Dollars ($24,007), WOODLAND shall retain a total of One Thousand Five Hundred Forty-Eight Dollars ($1,548) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Permanent Supportive Housing for chronically homeless families) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Twenty-Four Thousand, Seven Dollars ($24,007) less City administrative costs of ($1,548) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

an measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND's audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit

will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable

laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars ($300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars ($300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars ($50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

i. Abide by the terms of the statement; and

ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on July 1, 2015 and terminating on June 30, 2016.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	12,876		
2 Supportive Services*	5,000		
3. Operations**	4,583		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	22,459		
6. Administration	1,548		
7. Total CoC Request (total lines 5 and 6)	24,007		

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

RECEIVED

MAR 10 2015

City Manager's Office

January 26, 2015

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

Dear Mr. Navazio:

Congratulations! I am delighted to inform you that the Fiscal Year (FY) 2014 Continuum of Care (CoC) Program project application(s) your organization submitted was selected for funding in the total amount of $207,614.

The CoC Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of homeless men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2014 CoC Program Competition. The programs and CoCs funded through the CoC Program continue to demonstrate their value by improving accountability and performance every year. HUD commends your organization for its work and encourages it to continue to strive for excellence in the fight against homelessness.

The conditionally obligated funds for your award(s) are detailed in the enclosure, which lists: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each conditionally selected application. Your local field office will be sending a letter to provide your organization with more information about finalizing your award(s), including execution of your grant agreement(s). Your organization will not have access to these funds until all conditions are satisfied and the grant agreement is fully executed.

Sincerely,

Clifford Taffet
General Deputy Assistant Secretary
for Community Planning and Development

Enclosure

Enclosure

CA0309L9T211406
Transitional Housing 2014
$144,998

CA0851L9T211402
PSH (2009) for Chronically Homeless Individuals 2014
$23,806

CA0986L9T211402
PSH (2010) for Chronically Homeless Families 2014
$24,007

CA1206L9T211401
Reallocation (2012) to Serve CH Families 2014
$14,803

Total Amount: **$207,614**

File #: 14-786, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Approve Consultant Agreement Amendment for Construction Management and Inspection Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to (1) authorize a General Fund appropriation for $122,000 and (2) approve professional services contract amendment #1 with Associated Engineering Consultants for construction management and inspection services in the amount of $145,000 and authorize the City Manager to execute the contract.

Staff Contact

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

Fiscal Impact

This contract is to provide construction management and inspection services for development projects and some capital projects. The contract will be paid for with $13,000 of personnel savings due to an unfilled position, $10,000 in Capital Projects funding with the remaining $122,000 in General Fund appropriations. Due to increased development activity, the engineering division is expected to collect approximately $650,000 more than budgeted for the 2014/15 fiscal year. Included in that revenue is approximately $93,000 that has been collected since the mid-year budget adjustment.

Background

In December of 2014, the City collected fees for two large development projects, Heidrick Ranch II/III and Heritage Remainder. Based on the staggered schedule presented by the contractor for both of these subdivisions, City staff attempted to inspect this work with available staff. Since that time, the schedule for both projects has overlapped more than anticipated and the work has become unmanageable for only one inspector. At the same time, the City has seen an increase in the amount of encroachment permit work that has further burdened inspection staff. The City has collected inspections fees and has an obligation to provide a timely response to inspection needs.

Discussion

Staff is recommending that the construction management and inspection services be provided by Associated Engineering Consultants (AEC). In the fall of 2013, the City performed a quality based selection process for construction management and inspection services. Associated Engineering Consultants was one of the selected

firms.
The Engineering Division uses primarily three firms to perform construction management and inspection services. The table below provides information on the dollar amounts and number of contracts that this City has with each firm:

Consultant	number of contracts	dollar value
Brown and Caldwell	1	$1,149,700
Psomas	4	$1,168,004
AEC	3	$738,240

Brown and Caldwell provides construction management and inspection for the Water Pollution Control Facility aeration retrofit project. Psomas provides construction support for underground utility projects. AEC provides construction support for projects that involve above ground construction.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to (1) authorize a General Fund appropriation for $122,000 and (2) approve professional services contract amendment #1 with Associated Engineering Consultants for construction management and inspection services in the amount of $145,000 and authorize the City Manager to execute the contract.

Prepared by: Brent Meyer, City Engineer

Reviewed by: Ken Hiatt, Director

Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, APPROVING AN AGREEMENT AMENDMENT WITH ASSOCIATED ENGINEERING CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AND APPROVING A GENERAL PLAN APPROPRIATION

WHEREAS, the City of Woodland wishes to enter into a professional services agreement with Associated Engineering Consultants, Inc.; (AEC) for construction management and inspection services for several City projects; and

WHEREAS, the City performed a Quality Based Selection process for construction management and inspection services in the fall of 2013 and AEC was one of the selected firms; and

WHEREAS, the City Council wishes to approve the Contract Amendment and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the contract amendment. The City Manager is hereby authorized and directed to execute the amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change.

Section 2. A copy of the amendment is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

Section 3. A General Plan appropriation of $122,000 is authorized in order to help pay for this contract.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____

Tom Stallard, Mayor

ATTEST: APPROVED AS TO FORM:

____________________ __________________________________

Ana B Gonzalez, City Clerk Kara K Ueda, City Attorney

Legislation Text

6.

File #: 14-787, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Final Acceptance and Notice of Completion for E. Kentucky Avenue Road Rehabilitation Project, CIP #10-07 and Budget Adjustment

Recommendation for Action: Staff recommends City Council (1) accept the E. Kentucky Avenue Road Rehabilitation Project, CIP #10-07, construction contract as complete and authorize the City Clerk to file a Notice of Completion and (2) transfer $6,000 of Measure E funding from CIP #06-06 to the project.

Staff Contact

Katie Wurzel, Principal Civil Engineer - 530-661-5954, katie.wurzel@cityofwoodland.org

Fiscal Impact

The project was funded in the Capital Budget in the amount of $1,472,683 consisting of $761,950 of Measure E funding and $710,733 of Transportation Grant funding as identified and allocated in the Capital Budget as CIP #10-07. The transfer of $6,000 of Measure E will bring the Measure E funding total to $767,950.

The total construction contract including change orders was $1,179,695.47. The difference between the total project budget and the contract amount is the cost of design and construction management.

There is no impact to the General Fund.

Background

This project reconstructed the roadway section on East Kentucky between East St and Paddock Place. The project also reconfigured the travel lanes to include one lane of travel in each direction, separated by a two-way center turn lane to facilitate access to the adjacent parcels and added bike lanes in each direction.

Discussion

Project construction began on August 24, 2014 and was substantially complete in October 2014. After completion of asphalt pavement testing it was determined that some of the asphalt placed did not meet project specifications. After additional testing and consultation with materials engineers, it was determined in March 2015 that Teichert Construction would provide the City of Woodland a 3 year extended warranty on the asphalt starting upon acceptance by the City Council. This warranty is in addition to all project required warranties.

On January 6, 2015, City Council authorized the City Manager to execute an amendment for $66,000 to the

Associated Engineering Consultants contract to pay for additional scope required with the project. However, the available project budget was $6,000 short of that amount. Staff is requesting that Council authorize the transfer of $6,000 in Measure E funding from CIP #06-06 to balance this authorized amendment.

Conclusion

Staff recommends City Council (1) accept the E. Kentucky Avenue Road Rehabilitation Project, CIP #10-07, construction contract as complete and authorize the City Clerk to file a Notice of Completion and (2) transfer $6,000 of Measure E funding from CIP #06-06 to the project.

Prepared by: Katie Wurzel, P.E., Principal Civil Engineer

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

Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE EAST KENTUCKY AVENUE ROAD REHABILITATION PROJECT (CIP 10-07) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION AND ADJUST BUDGET

WHEREAS, the City Council authorized staff to bid the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07 on May 15, 2014; and

WHEREAS, the City Council on, May 15, 2014; authorized the City Manager to award and execute a construction contract; and

WHEREAS, the City Manager executed the construction contract with Teichert Construction on August 11, 2014; and

WHEREAS, construction began in August of 2014 and was substantially completed in October 2014.

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

Section 1: The City Council hereby accepts East Kentucky Avenue Road Rehabilitation Project, CIP 10-07 as complete.

Section 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion for the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07.

Section 3: The City Council hereby authorizes the transfer of $6,000 of Measure E funding from CIP #06-06 to the project budget.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____

ATTEST:
_____________________________ Ana B. Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

7.

File #: 14-798, Version: 2

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Internet Services Contract

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a 3-year Internet services agreement with Wave Business Solutions LLC.

Staff Contact

Scott Sawin, IT Manager - (530) 661-7979, scott.sawin@cityofwoodland.org

Fiscal Impact

The recommendation would authorize the City Manager to execute an Internet Services agreement with Wave Business Solutions LLC for a 3-year term, in an amount not to exceed $72,000 ($24,000 per year). Funding for this is provided in the budget through existing appropriations within the Information Technology budget.

Background

Internet is a vital part of how the city conducts business today and having a fast reliable connection is very important. Wave Broadband has been providing the City a reliable fiber Internet connection for the past 12 years. Over the years our need for more bandwidth has grown very quickly and with the future being in the cloud the city needs a faster connection to meet the future demands. Wave Business Solutions LLC., currently provides the city with a 20 Mbps symmetrical dedicated fiber internet access. As part of our new contract Wave Business Solutions LLC., will provide a 1,000 Mbps symmetrical dedicated fiber internet access and a 99.9% service availability.

Conclusion

Staff recommends the City Council approve Resolution No. _____, authorizing the City Manager to execute a 3 -year Internet services agreement with Wave Business Solutions LLC.

Prepared by: Scott Sawin, IT Manager

Paul Navazio, City Manager

Attachment: Wave Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH WAVE BUSINESS SOLUTIONS LLC FOR INTERNET SERVICES

WHEREAS, the City of Woodland wishes to enter into an three year agreement with Wave Business Solutions LLC; and

WHEREAS, this agreement will be valid until May 20, 2018; and

WHEREAS, the City Council wishes to approve the Agreement and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

File #: 14-803, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Waste Management Delinquent Garbage/Refuse Accounts - Call for a Public Hearing

Recommendation for Action: Staff recommends that the City Council set a Public Hearing for July 7, 2015 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Fiscal Impact

There is little to no fiscal impact to the City to maintain the current process, other than time constraints for processing and releasing the liens. The fees for the recordings are attached to the total amount liened so the property owner assumes that cost.

Report in Brief

This action requests that the City Council set a date for the annual adoption of a Resolution to lien local properties for failure to pay for their Waste Management services.

Staff recommends that the City Council set a Public Hearing for July 7, 2015 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Background

In 1989 the City negotiated a new Franchise Agreement for garbage/yard refuse service with Waste Management of Woodland. One of the changes to the prior Agreement was that Waste Management would assume the billing responsibilities for refuse services to Woodland customers. At that time, Waste Management requested, and permission was granted, to file property liens to recover delinquent accounts. Before filing a lien with the County, a Public Hearing needs to be held to allow protests of the proposed liens.

Conclusion

Staff recommends that the City Council set a Public Hearing for July 7, 2015 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Prepared by: Ana B. Gonzalez
City Clerk

Paul Navazio
City Manager

File #: 14-774, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Request for Council Authorization of Additional Funds to Support Police Operations

Recommendation for Action: Staff recommends that the City Council

1. Adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Authorizing the City Manager to Submit a 2015 COPS Hiring Program Grant Application in support of up to 3 Additional Police Officers; and
2. Authorize the appropriation of $ 15,000 in available asset seizure funds to support current police operations.

Staff Contact

Dan Bellini, Public Safety Chief, dan.bellini@cityofwoodland.org

Council Goal

This recommendation is consistent with the City's goal of 1) maintaining Woodland's quality of life by ensuring the highest level of public safety by restoring the Police Department's staffing level; and 2) fiscal responsibility by pursuing supplemental sources of funding through grants.

Fiscal Impact

Under the DOJ COPS Hiring Program, the City of Woodland is eligible to apply for funding to support up to three new sworn officer positions. The CHP grant would provide up to 75 percent of the approved entry-level salaries and benefits of full-time officers for a 36-month grant period; maximum federal award is $125,000 per officer for three years. The grant requires a minimum 25 percent local match, and at the conclusion of the three -year grant, agencies are required to retain the positions for a minimum of 12 months. The total federal grant award would be $375,000.

The local match required to support three new sworn positions under the terms of the COPS Hiring Program is estimated at $223,447 in year one, and increasing to $367,138 in year three. The full annualized cost of three sworn officers at the conclusion of the three-year grant is estimated to be $882,197.

Funding for the local matching funds and future carrying costs for the three positions would come from the city's General Fund. While the General Fund is not currently in a position to support the full cost of adding of three sworn police officers, seeking grant funds to augment sworn police staffing affords the city to leverage our limited resources and allows for a three-year timeframe within which to establish the budget flexibility needed to sustain the new positions beyond FY2017/18.

Background

The 2015 COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new and/or rehire career law enforcement officers, and to increase their community policing capacity and crime prevention efforts. The Department applied for and was awarded the 2009 CHP grant which funded three full time police officers at entry level salaries through September 2012. However, due to the state of the economy resulting in vacancies being defunded during the 36-month grant period, these grant positions did not increase the Department's staffing level.

The Department applied last year for this same award but was not successful. Our application ranked 40th out of 104 total applications from California. The top 28 of 104 total California applications were successfully awarded. These 28 awards averaged 137.50 points; our application scored 125.05 points. We have received valuable feedback from grant professionals on how to improve our application and have incorporated those suggestions.

Discussion

As Council is aware, the Police Department continues to be understaffed while, at the same time, the community is experiencing an increase in crime activity. The prospect of competing for this grant comes at a very opportune time. The Department is hopeful that our current predicament (staffing shortage in the midst of increasing crime rate) will present a strong, compelling application. Even with the 25% match requirement, this grant represents perhaps the best of a limited range of options available to the City to begin restoring the police staffing level.

The Department of Justice opened the grant solicitation mid-May with the deadline for on June 19th. All grant requests will be capped at no more than 5 percent of their actual sworn force strength as reported on the date of application. As such, with the concurrence of the City Council, staff is recommending that the city prepare and submit an application for three sworn officer positions.

The COPS Hiring Program provides up to 75% of entry-level salary and benefits for new hires or re-hires, with the maximum federal share capped at $125,000 per officer position. Agencies applying for this grant are required to provide a minimum local match of 25%, as well as any costs in excess of the federal cap.

At the conclusion of the 36 months of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months. The retained CHP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant to meet the non-supplanting requirement of the grant. Applicants are required to affirm in their CHP grant application that their agency plans to retain any additional officer positions awarded following the expiration of the grant and identify their planned source(s) of retention funding.

The following table provides an **estimate** of the yearly match required of the City and the estimated cost for the 4th year (FY19 - required retention year) that would be the responsibility of the City.

	FY16	FY17***	FY18	TOTALS	FY19
	Step A	**Step B**	**Step C**		**Step D**
# Officers	3.00	3.00	3.00		3.00
Actual Step Cost	$ 116,155.60	$ 138,864.24	$ 164,045.87	$ 419,065.72	$ 172,229.30
Actual Cost TOTAL	**$ 348,466.81**	**$ 416,592.72**	**$ 492,137.62**	**$1,257,197.15**	**$ 516,687.89**
Grant Share*	**$ 125,000.00**	**$ 125,000.00**	**$ 125,000.00**	**$ 375,000.00**	**$ -**
City Share**	**$ 223,466.81**	**$ 291,592.72**	**$ 367,137.62**	**$ 882,197.15**	**$ 516,687.89**
Annual Budget Increase	**$ 223,466.81**	**$ 68,125.90**	**$ 75,544.90**		**$ 149,550.27**
***75% of Entry Level Subtotal; maximum $125,000/per officer for life of the grant**					
****Balance of Actual Cost - Grant Share**					
*****The current MOU expires on 06/30/17. The costs estimated for FY18 and FY19 do not include any salary increase**					

Conclusion

Staff recommends that the City Council

1. Adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Authorizing the City Manager to Submit a 2015 COPS Hiring Program Grant Application in support of up to 3 Additional Police Officers; and
2. Authorize the appropriation of $15,000 in available asset seizure funds to support current police operations.

Prepared by: Elle Murphy, Senior Management Analyst

Reviewed by: Dan Bellini, Public Safety Chief

Paul Navazio, City Manager

Attachment: Resolution - 2015 DOJ COPS Hiring Program

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANGER TO SUBMIT GRANT APPLICATION FOR THE DEPARTMENT OF JUSTICE'S 2015 COPS HIRING PROGRAM AND, IF AWARDED, ACCEPTANCE OF THE GRANT AND APPROPRIATE FUNDS INCLUDING FOR THE REQUIRED LOCAL MATCH

WHEREAS, the 2015 COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide; and

WHEREAS, the CHP grant would provide up to 75 percent of the approved entry-level salaries and benefits of full-time officers for a 36-month grant period, with a minimum 25 percent local cash match requirement; and

WHEREAS, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months at the end of the 36-month grant period; and

WHEREAS, the City Council recognizes the Police Department continues to be understaffed in sworn officers; and

WHEREAS, the City budget does not currently provide the flexibility to cover the full cost of additional sworn police officer positions; and

WHEREAS, the COPS Hiring Program grant is the among the best of a limited range of options available to the City to begin restoring police staffing levels; and

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

SECTION 1. That the City Council hereby authorizes the City Manager to submit a grant application for the 2015 DOJ COPS Hiring Program, and

SECTION 2. If awarded, the City Manager is hereby authorized to accept the grant, and appropriate funds including the required local match.

PASSED AND ADOPTED by the City Council this 2nd day of June, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____

Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

10.

File #: 14-805, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015
SUBJECT: Amendment to Ordinance No. 1576

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending Ordinance No. 1576 regarding the date of the City of Woodland's General Municipal Election in order to correct inadvertent errors.

Staff Contact

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

Background

The City Council passed and adopted Ordinance No. 1576 on March 3, 2015, to consolidate the general municipal election with the statewide general election held in November of every even-numbered year. Recently, we discovered inadvertent textual errors in Ordinance No. 1576 regarding the correct date of the 2016 General Municipal Election.

The attached ordinance amends Ordinance No. 1576 correcting the errors contained therein and clarifies the correct 2016 General Municipal Election date, consistent with the language, purpose, and original intent of Ordinance No. 1576, but leaving the remainder of Ordinance 1576 intact.

Section 1 of Ordinance No. 1576 is hereby amended to read as follows:

"Section 1. General Municipal Election to be held in ~~June~~ November. The City Council hereby directs, pursuant to Elections Code section 1301(b)(1), that the general municipal election be consolidated with the statewide general election. Accordingly, the general municipal election for 2016 shall be held on the first Tuesday after the first Monday in November."

This Amended Ordinance shall not change the effective date of Ordinance No. 1576.

Conclusion

Staff recommends that the City Council adopt Ordinance No. _____, amending Ordinance No. 1576 regarding the date of the City of Woodland's General Municipal Election in order to correct inadvertent errors.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment: Ordinance No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING ORDINANCE NO. 1576 REGARDING THE DATE OF THE CITY OF WOODLAND'S GENERAL MUNICIPAL ELECTION IN ORDER TO CORRECT INADVERTENT ERRORS

WHEREAS, the City Council of the City of Woodland passed and adopted Ordinance No. 1576 on March 3, 2015, to consolidate the general municipal election with the statewide general election held in November of every even-numbered year; and

WHEREAS, the City has discovered inadvertent textual errors in Ordinance No. 1576 regarding the correct date of the 2016 General Municipal Election; and

WHEREAS, the City Council desires to amend Ordinance No. 1576 to correct the errors contained therein and clarify the correct 2016 General Municipal Election date, consistent with the language, purpose, and original intent of Ordinance No. 1576, but leaving the remainder of Ordinance 1576 intact.

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

Section 1 of Ordinance No. 1576 is hereby amended to read as follows:

"Section 1. General Municipal Election to be held in ~~June~~ November. The City Council hereby directs, pursuant to Elections Code section 1301(b)(1), that the general municipal election be consolidated with the statewide general election. Accordingly, the general municipal election for 2016 shall be held on the first Tuesday after the first Monday in November."

This Amended Ordinance shall not change the effective date of Ordinance No. 1576.

PASSED AND ADOPTED by the City Council this 2nd day of June, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
William L. Marble, Mayor Pro Tem

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

82093.00001\9781356.2

Legislation Text

11.

File #: 14-719, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Public Hearing - Bulls Eye Bail Bonds Project - (1) Request to amend the Downtown Specific Plan to (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; (b) adopt performance standards for all bail bonds businesses within the Downtown Specific Plan; and (2) approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4

Recommendation for Action: Staff recommends that the City Council take action on the following:

1) Conduct a public hearing; and

2) Approve a Conditional Use Permit for the Bulls Eye Bail Bonds business with specified conditions of approval; and

3) Introduce and waive the first reading of Ordinance No. _____, authorizing amendments to the Downtown Specific Plan Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards.

From and after the effective date of Ordinance No. _____, the Bulls Eye Bail Bonds business would be permitted to operate pursuant to a Conditional Use Permit.

Staff Contact

Erika Bumgardner, Senior Planner - (530) 661-5886, Erika.bumgardner@cityofwoodland.org

Fiscal Impact

No fiscal impact. The applicant has paid for all processing costs associated with this application.

Report in Brief

The applicant is requesting an amendment to the Downtown Specific Plan and a Conditional Use Permit to permit a bail bonds business within District A4 of the Specific Plan.

Downtown Specific Plan Amendment

The City's Downtown Specific Plan currently permits bail bonds businesses to operate within Districts B and D of the Central Business District with an approved Conditional Use Permit. It is requested that the Downtown Specific Plan be amended to permit bail bonds businesses within District A4, "Eastern Gateway," of the Central Business District.

Conditional Use Permit

Bulls Eye Bail Bonds would operate seven days a week with regular office hours of 8:00 AM to 6:00 PM. The office may be utilized "after hours" by appointment only for clients in need of service after 6:00 PM. According to the applicant, a majority of the work associated with the bail process is completed at the courthouse or at the jail.

Background

The Downtown Specific Plan was originally adopted in 1993 and updated on March 18, 2003 (Resolution No. 4425). The Downtown Specific Plan area incorporates the central core of Woodland's downtown, bounded approximately by Cleveland Street on the west, North Street on the north, East Street on the east, and Lincoln Avenue on the south and extending down to Pendegast Street. The Specific Plan area covers 139 acres.

Bail Bonds offices are permitted within the Downtown Specific Plan area, but only in Districts B and D with a Conditional Use Permit. District B is the "Government Center" on Court Street between Elm and Fourth Streets, and District D is a "Mixed Use District" between Elm and Fifth Streets, just north of Lincoln Avenue.

On December 30, 2014, the applicant submitted an application, requesting an amendment to the Downtown Specific Plan and approval of a Conditional Use Permit to allow a bail bonds business within the Downtown Specific Plan - District A4.

Discussion

The Downtown Specific Plan "District A4," as identified in Figure 3-3 of the Specific Plan (see Attachment 4) is located on the eastern portion of the Main Street commercial corridor between Fifth and East Streets. In the area just north of Main Street and west of Sixth Street, land uses consist of a two-acre city park (Freeman Park), Toy Library and United Way offices, one motel, an auto glass shop, and a tanning salon. To the east of Sixth Street are vacant lots and an empty Victorian house. The new courthouse, currently under construction, is located south of Main Street, east of Sixth, in District A4. The Wiseman Building is located south of Main Street and west of Sixth Street.

The proposed site for the bail bonds business is 1037 Main Street, in the Rainbow Sales & Glass commercial site, which includes an existing, approximately 9,300 square foot, single story commercial building on a 0.45 acre parcel. The bail bonds tenant space is 886 square feet in size and is located between the Rainbow Sales & Glass business and the tanning salon. Site access consists of driveways off of Main Street and Sixth Street.

General Plan Consistency

The General Plan designation for the site is Central Commercial (CC), which provides for retail and service uses, restaurants, banks, professional and administrative offices, hotels and motels, public uses and similar compatible uses. The following General Plan policies are applicable to bail bond facilities:

GOAL 1.A
To grow in an orderly pattern consistent with economic, social and environmental needs, providing for continued small-town character and preservation of surrounding agricultural lands.

Policies
1.A.3. *The City shall designate land for development consistent with the needs of the community and consistent with its efforts to maintain a positive fiscal balance for the City.*

1.A.6. *The City shall promote infill development and reuse of underutilized parcels in a manner compatible with the character of the surrounding neighborhood.*

GOAL 1.E
To designate adequate commercial land for and promote development of commercial uses compatible with surrounding land uses to meet the present and future needs of Woodland residents and visitors and to maintain Woodland's economic vitality.

Policies
1.E.1. *The City shall designate commercial land in appropriate locations to provide for various kinds of commercial development to meet the needs of Woodland residents and visitors. The City shall strive to avoid creating an oversupply of commercially-designated land to prevent the dilution or deterioration of currently viable commercial areas.*

GOAL 1.F
To develop and maintain an economically-viable and physically attractive Downtown.

Policies
1.F.2. *The City shall ensure that Downtown remains the sole central business district for Woodland.*

The proposed business is considered a professional office use and, as conditioned, is consistent with the General Plan.

Zoning Consistency

Land Use

The zoning designation for the site is Central Business District (CBD). The project is subject to the City's Downtown Specific Plan. Bail bonds offices are currently permitted only in Districts B and D of the Specific Plan as a Commercial Service use, with a Conditional Use Permit.

Staff supports the proposed specific plan amendment to allow bail bonds offices with an approved Conditional Use Permit in District A4 of the Downtown Specific Plan (Central Business District), as identified in Figure 3-3 of the Specific Plan. The amendment would allow for a bail bonds office to be located within close proximity to the new Courthouse currently under construction at the southwest corner of Main and Sixth Streets, but would limit the proliferation and concentration of multiple bail bonds offices along Main Street and at the gateway to Historic Downtown Woodland. Bail bonds establishments tend to cluster near jails and courthouses, in accessible locations where walk-in customers can negotiate bail in as short amount of time as possible. Customers of bail bonds businesses are frequently family members or friends of someone who has been arrested.

As proposed, the specific plan amendment would limit the number of bail bonds businesses within District A4 of the Downtown Specific Plan to a maximum of two (2) at any point in time. The proposed limitation would minimize the proliferation of bail bonds businesses on Main Street adjacent to the new County Courthouse and particularly within the "eastern gateway" to the City's Historic Downtown District. The Downtown Specific Plan seeks to avoid overconcentration of any one type of business within District A4 and rather seeks to balance retail and service needs of city residents through a mix of uses.

As outlined in the attached Ordinance (Attachment 1), it is recommended that the Downtown Specific Plan provide specific performance standards for bail bonds businesses, including:

- *Bail bonds businesses shall be located at least 200 feet from any other bail bonds business as measured from the property/parcel boundary.*
- *Bail bonds businesses shall at no time be located within 200 feet of residentially zoned property.*
- *Not more than one (1) bail bonds business shall be permitted on Main Street (on a property/parcel with frontage on Main Street), and not more than two (2) bail bonds businesses shall be permitted within District A4 at any one time.*
- *Signage for bail bonds businesses shall comply with Section 6.7 of this Specific Plan, but shall be limited to not more than 20 square feet in total sign area or two times the linear frontage of the leased space, whichever is less. Total sign area includes logos, which shall not exceed 4 square feet. Sign lettering shall not exceed 20 inches in height and shall be compatible with the design and scale of the building. Internally illuminated pan-channel letters are not permitted. If illuminated, signage must be down-lit with decorative lighting compatible with the design of the building or halo back lit with soft white light only. Flags, sandwich boards or other attention getting devices are prohibited at all times. Compliance with these standards is subject to review and approval by the Community Development Director.*
- *Bail bond businesses shall not operate past 8 PM except on appointment basis.*

Based on discussions with the Woodland Police Department, bail bond agents typically have a positive working relationship with their clients because the bond posted on their behalf is allowing them to attend court out of custody. Bail is a financial arrangement that a bail bonding agency will make on behalf of the criminal defendant. A bail bonding agency, acting for the defendant, will arrange with the court to have a defendant released from jail pending the trial in exchange for money or collateral, which may be cash, assets, or a bond. The court sets the monetary value of the bail. The bail agency is then responsible for ensuring that the individual arrives in court on the day of his or her trial.

The Police Department provided specific safety recommendations for the operation of bail bonds businesses, which have been incorporated in the project's conditions of approval, including:

1. The lobby area shall be well lit and visible to all staff during business hours.
2. The front door shall be equipped with a device that emits an audible sound so that staff knows that someone has arrived at the business.
3. The back door to the business shall remain locked from the outside, but still provide for emergency fire exit.
4. The business shall have a panic button installed in a location that is easily accessible to bail bonds staff and that goes directly to Woodland Police Department dispatchers.
5. If the business is staffed outside of its normal business hours, it shall keep the door locked after its posted closing time.

It is also recommended that children should not be allowed in the business without an accompanying parent, and any on-site safe should be kept out of site to prevent theft.

Late Night Operation

The Conditional Use Permit requirement for bail bond businesses ensures adequate discretionary review of these uses, particularly in regard to operation of the business during late night and early morning hours. The use shall not be approved unless the facility can operate without detriment to nearby residential uses or the general welfare of the surrounding area.

The proposed bail bonds business will be "open to the public" from 8:00 AM to 6:00 PM. Bail bonds staff will be available by phone after hours and if needed will meet with clients at the main office at 1037 Main Street by appointment only. A majority of the "work" happens at the jail or at the courthouse. The office will be closed to the public and lock its doors after 6:00 PM.

As stated above, the project has been conditioned to include safety related conditions per Woodland Police Department recommendations.

Parking

The proposed use will be located within an existing commercial building with 18 on-site parking spaces. Additional off-street parking within the downtown is required only if the square footage of a building is increased by ten percent of more. The proposed use does not increase the size of the existing building and therefore does not require any additional off-street parking. Sufficient on-site parking is available to accommodate the proposed use within the existing commercial center.

Setbacks and Height

The existing building complies with the Downtown Specific Plan setback requirements and Community Design Standards. No new structural changes are being made to the outside of the building.

Signage

Article 24 of the Zoning Code (Chapter 25 of the Municipal Code) commencing with Section 25-21-10 addresses signs. Signs require a separate permit, and tenants shall submit construction drawings and receive approval for all proposed signage. Staff will review these plans to ensure that they meet established zoning and Downtown Specific Plan requirements. Signage within the downtown shall be compatible with the historic character of the downtown area and shall reinforce rather than detract from the existing downtown historical character.

Commission/Committee Recommendation (optional)

At its meeting on April 2, 2015, the City of Woodland Planning Commission conducted a public hearing on the proposed Project. Two members of the public expressed concern regarding the location of the proposed business on Main Street (at the eastern gateway to the downtown) and the perceived negative visual impacts of the use on the entrance to the city's downtown.

After consideration of public comment and after thoughtful deliberation, a motion recommending City Council approve the proposed Downtown Specific Plan amendments and the requested Conditional Use Permit was made. The motion failed for lack of a second. A subsequent motion to recommend City Council denial of the Specific Plan amendments and denial of the use permit was made and seconded. The motion recommending denial passed on a vote of 5-1.

Commission members voting to recommend denial of the project expressed concern with the location of the proposed use on Main Street and at the eastern entrance to the city's downtown and the associated negative visual impact and perception associated with the proposed use in light of the city's efforts to revitalize the downtown. (Attachment 6, Planning Commission Staff Report Cover.)

Since the April 2nd Planning Commission meeting, the applicant has provided an elevation of the proposed exterior business sign. In response to the Planning Commission's concern regarding the location and visual presentation of the business at the eastern gateway to Historic Downtown Woodland, the proposed sign is limited in scale so as not to create undue attention, but will enable clients to identify and locate the business when necessary. The proposed sign, including the logo, is approximately 9.6 square feet in size, with individual letter heights not exceeding 15 inches. As recommended by staff, signage for bail bonds businesses shall not exceed 20 square feet in size and letter heights shall not exceed 20 inches. The proposed sign fits within these parameters. (See Attachment 7.)

Conclusion

Staff recommends that the City Council take action on the following:

1) Conduct the public hearing; and

3) Approve a Conditional Use Permit for the Bulls Eye Bail Bonds business with specified conditions of approval; and

4) Introduce and waive the first reading of Ordinance No. _____, authorizing amendments to the Downtown Specific Plan Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards.

From and after the effective date of Ordinance No. _____, the Bulls Eye Bail Bonds business would be permitted to operate pursuant to a Conditional Use Permit, if approved by the City Council.

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:

1. City Council Ordinance Amending the Downtown Specific Plan
2. City Council Resolution Approving Conditional Use Permit (CUP)
3. Exhibit A: CUP Conditions of Approval
4. Downtown Specific Plan Districts Map
5. General Application and Project Justification Statement
6. Planning Commission Staff Report Cover (April 2, 2015)
7. Proposed Business Signage

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING TABLE 8-1, LAND USE MATRIX, AND SECTION 8.5, PERFORMANCE STANDARDS, OF THE CITY OF WOODLAND DOWNTOWN SPECIFIC PLAN RELATING TO BAIL BONDS ESTABLISHMENTS OPERATING WITHIN THE DOWNTOWN BUSINESS DISTRICT

WHEREAS, the City of Woodland received Planning Application No. PLNG 15-00004 from Michael Balasa, proposing to amend the Downtown Specific Plan to permit bail bonds businesses within District A4 of the Central Business District, as identified in Figure 3-3 of the Downtown Specific Plan, and for a Conditional Use Permit to permit a bail bonds business (Bulls Eye Bail Bonds) to operate at 1037 Main Street, within District A4 of the Central Business District; and

WHEREAS, the City of Woodland Downtown Specific Plan currently permits bail bonds businesses to operate within Districts B and D of the Central Business District with an approved Conditional Use Permit; and

WHEREAS, the City desires to avoid overconcentration of any one type of business within District A4 of the Downtown Specific Plan and seeks to balance retail and service needs of city residents through a mix of uses; and

WHEREAS, the City desires to minimize the proliferation of bail bonds businesses on Main Street adjacent to the new County Courthouse and within the City's Historic Downtown District, particularly at the gateway to the downtown; and

WHEREAS, the City desires to amend Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards, of the Downtown Specific Plan to permit bail bonds businesses with District A4, Eastern Gateway, in light of the new location of the County Courthouse on Main Street to provide reasonable access and accommodation for individuals in need of such services as a component of the due process of law; and

WHEREAS, the City Council also desires to provide for performance standards for all bail bonds establishments operating within the Central Business District.

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. Amendment to Table 8-1 of the Downtown Specific Plan. Table 8-1, Land Use Matrix, of the Downtown Specific Plan is hereby amended to read as set forth in the attached **"Exhibit A."**

Section 3. Amendment to Section 8.5 of the Downtown Specific Plan. Section 8.5, Performance Standards, of the Downtown Specific Plan is hereby amended to read in full as set forth in the attached **"Exhibit B,"** incorporated by this reference.

Section 4. 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 5. 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 ____ day of __________________, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

EXHIBIT A

City of Woodland Downtown Specific Plan Amendment

The Bail Bonds use in Table 8-1 of Chapter 8 of the City of Woodland Downtown Specific Plan is hereby *amended to read as follows:*

"Chapter 8. Policies and Standards. Table 8-1—Land Use Matrix.

Table 8-1

Land Use	Districts (per Figure 3-3)				
	A	B	C	D	E
Commercial - Service					
Bail Bonds **(5)**	**C**	C		C	

(5) Bail Bonds businesses shall be conditionally permitted only in District A4, Eastern Gateway (of the larger District A), and in Districts B and D subject to the Performance Standards as outlined for Bail Bonds businesses in Section 8.5. Within District A4, not more than one (1) bail bonds business shall be permitted on Main Street (on a property/parcel with frontage on Main Street), and not more than two (2) bail bonds businesses shall be allowed in the District.**"**

EXHIBIT B

City of Woodland Downtown Specific Plan Amendment

Section 8.5, Performance Standards, of Chapter 8 of the City of Woodland Downtown Specific Plan is hereby amended to include the following language under the "Commercial Service" category:

"Chapter 8. Policies and Standards. Section 8.5 – Performance Standards

Bail Bonds Businesses

- Bail bonds businesses shall be located at least 200 feet from any other bail bonds business as measured from the property/parcel boundary.
- Bail bonds businesses shall at no time be located within 200 feet of residentially zoned property.
- Not more than one (1) bail bonds business shall be permitted on Main Street (on a property/parcel with frontage on Main Street), and not more than two (2) bail bonds businesses shall be permitted within District A4 at any one time.
- Signage for bail bonds businesses shall comply with Section 6.7 of this Specific Plan, but shall be limited to not more than 20 square feet in total sign area or two times the linear frontage of the leased space, whichever is less. Total sign area includes logos, which shall not exceed 4 square feet. Sign lettering shall not exceed 20 inches in height and shall be compatible with the design and scale of the building. Internally illuminated pan-channel letters are not permitted. If illuminated, signage must be down-lit with decorative lighting compatible with the design of the building or halo back lit with soft white light only. Flags, sandwich boards, or other attention getting devices are prohibited at all times. Compliance with these standards is subject to review and approval by the Community Development Director.
- Bail bond businesses shall not operate past 8 PM except on an appointment basis."

RESOLUTION NO. CC 15-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONDITIONAL USE PERMIT ALLOWING A BAIL BONDS BUSINESS (BULLS EYE BAIL BONDS) TO OPERATE AT 1037 MAIN STREET WITHIN THE DOWNTOWN SPECIFIC PLAN AREA

WHEREAS, Michael Balasa submitted an application to the City of Woodland for a conditional use permit for the operation of a bail bonds business at 1037 Main Street; and

WHEREAS, on April 2, 2015, the Planning Commission of the City of Woodland held a duly noticed public hearing to review and consider recommending to the City Council approval of a Conditional Use Permit to allow a bail bonds business (Bulls Eye Bail Bonds) to operate at 1037 Main Street, subject to the Conditions of Approval **("Exhibit A")** provided that the City Council adopt an ordinance approving amendments to the Downtown Specific Plan to allow bail bonds businesses within District A4 of the Central Business District with certain performance standards; and

WHEREAS, the Planning Commission considered the written material provided as well as an oral report from City staff and testimony from the public and at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted to recommend to the City Council that the Conditional Use Permit be denied; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on June 2, 2015, to review and consider approval of a Conditional Use Permit to allow a bail bonds business (Bulls Eye Bail Bonds) to operate at 1037 Main Street, located within the Downtown Specific Plan Area and considered both the written and oral material provided to it, including testimony given at the City Council meeting; and

WHEREAS, because the Downtown Specific Plan must be amended to permit the proposed use as a conditionally permitted use, the Conditional Use Permit shall only become operative upon the effective date of the ordinance amending the Downtown Specific Plan, which is being considered concurrently by the Woodland City Council; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed Conditional Use Permit is exempt from CEQA per CEQA Regulation 15303, which applies to the conversion of small structures from one use to another where only minor modifications are made in the exterior of the structure; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings, determinations, and recommendations with respect to the proposed Conditional Use Permit:

1) The City Council hereby makes the following findings:

   a) The proposed Conditional Use Permit, including the attached conditions, allowing for the operation of a bail bonds business at 1037 Main Street conforms to the City of Woodland General Plan, applicable provisions of the Zoning Ordinance and the Downtown Specific Plan, provided that the Downtown Specific Plan is amended to permit bail bonds businesses as a conditionally permitted use in District A4 of the Central Business District, which approval is to occur concurrently with adoption of this Resolution.

   b) The site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Ordinance and satisfies all minimum physical standards required under the City's Zoning Ordinance for similar type uses.

   c) The Conditional Use Permit is compatible with the nearby existing uses and will not be detrimental to the health, safety, morals, comfort, and general welfare of persons residing in the surrounding neighborhood.

   d) The conditions specified in the attachment will assure the continued quiet enjoyment of the area.

   e) Pursuant to Title 14 of the California Code of Regulations, section 15303, the proposed project is exempt from CEQA as it is a conversion of a small structure from one use to another where only minor modifications are made to the exterior of the structure.

2) The City Council does hereby approve Conditional Use Permit PLNG 15-00004 subject to the conditions of approval included in "Exhibit A," allowing for the operation of a bail bonds business (Bulls Eye Bail Bonds) at 1037 Main Street, within District A4 of the Central Business District as identified in Figure 3-3 of the Downtown Specific Plan.

   The Conditional Use Permit shall become operative from and after the effective date of Ordinance No. _________ of the City Council of the City of Woodland amending the Downtown Specific Plan allowing for bail bonds in District A4 as a conditionally permitted use and providing for performance standards for such use.

PASSED AND ADOPTED by the City Council on June 2, 2015 by the following vote

AYES:
NOES:
ABSENT:
ABSTENTIONS:

____
Tom Stallard, Mayor

ATTEST: APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Exhibit A Project Conditions of Approval

EXHIBIT A

[Conditions of Approval]

EXHIBIT A

Conditions of Approval

1. The project, as described in the staff report prepared for the June 2, 2015, City Council meeting, includes a bail bonds business located at 1037 Main Street, in the Central Business District, Downtown Specific Plan, Area A4. Any expansion or enlargement of the business beyond the leased space covered by this Conditional Use Permit (1037 Main Street) shall be subject to Community Development Director Review or, at the discretion of the Director, may be elevated to Planning Commission review and subject to a new or modified Conditional Use Permit.

2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

3. The hours of operation for the business shall be from 8:00 AM to 6:00 PM, before or after which time, the doors will be locked and business at 1037 Main Street shall be on appointment basis only.

4. In the event that the Use Permit has not been exercised within one (1) year, the permit shall be null and void without further action, except that the Zoning Administrator may extend the approval of a use permit for one (1) additional year, with the same conditions of approval, if circumstances have not changed. The request in writing must be received prior to the expiration of the use permit.

5. New business signage, exterior painting and/or any other exterior modifications/improvements shall be subject to review and approval by the Community Development Director to ensure conformity with the Downtown Specific Plan and applicable Performance and Community Design Standards and shall be subject to all applicable building permit requirements prior to the commencement of work.

Building

6. This project must meet all criteria and mandates for these City adopted codes or the most current code:

- 2013 California Building Code
- 2013 California Plumbing Code
- 2013 California Mechanical Code
- 2013 California Electrical Code
- 2013 Building Energy Efficiency Standards
- 2013 California Green Building Code
- The Code of the City of Woodland

7. Other City and County Agencies (Health, Fire, Public Works, and Planning, Air Resources Board) may be required to approve the project prior to a building permit being issued.

8. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.

9. All plans, computations, and specifications to be prepared and designed by an architect or engineer licensed by the state of California.

10. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building and project area.

11. Accessibility Compliance: Any unauthorized deviations from such regulations or building standards shall be rectified by full compliance within 90 days after discovery of the deviation.

Fire Department

12. The project shall be subject to all applicable fire and safety requirements and applicable requirements of the California Fire Code.

Police Department

13. The lobby area shall be well lit and visible to all staff during business hours.

14. The front door shall be equipped with a device that emits an audible sound so that staff knows that someone has arrived at the business.

15. The back door to the business shall remain locked from the outside, but still provide for emergency fire exit.

16. The business shall have a panic button installed in a location that is easily accessible to bail bonds staff and that goes directly to Woodland Police Department dispatchers.

17. If the business is staffed outside of its normal business hours, it shall keep the door locked after its posted closing time.

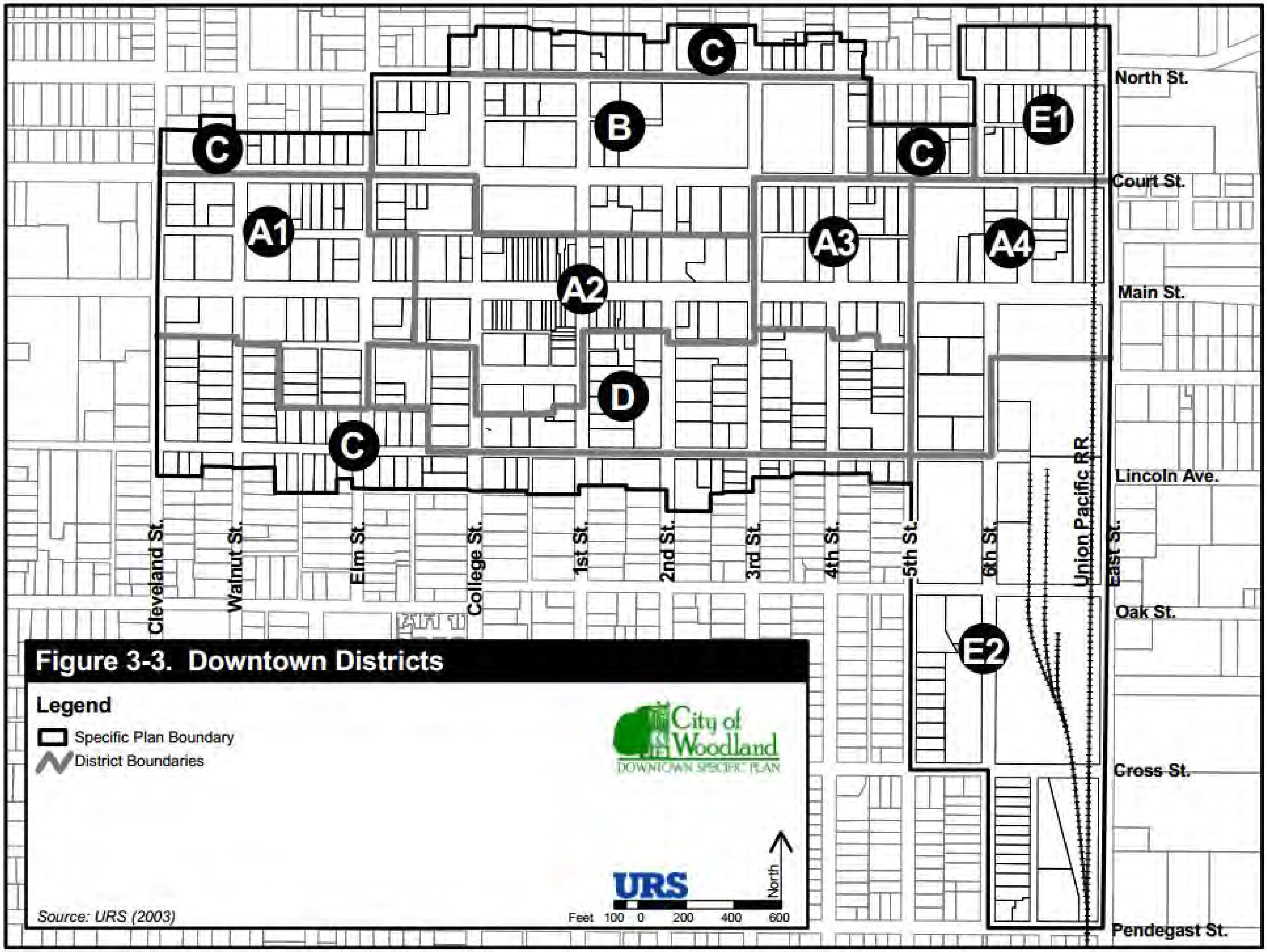


Figure 3-3. Downtown Districts

City of Woodland

Community Development Department
300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER: DAVE GILLETTE
NEBULOUS ENTERPRISES LLC.
MAILING ADDRESS: 1033 MAIN ST.
CITY STATE ZIP CODE: WOODLAND, CA. 95695
PHONE NUMBER: 530-666-1234
E-MAIL ADDRESS: RAINDAVE@live.com

PROJECT APPLICANT: MICHAEL BALASA
MAILING ADDRESS: 1037 MAIN ST.
CITY STATE ZIP CODE: WOODLAND, CA. 95695
PHONE NUMBER: 530/661-6500
E-MAIL ADDRESS: BULLSEYEBAIL@YAHOO.COM

2. Application Requested

- ☐ General Plan Petition
- ☒ Zoning Amendment
- ☐ General Plan Amendment
- ☐ Tentative Subdivision Map
- ☐ Tentative Parcel Map
- ☐ Lot Line Adjustment
- ☐ Site Plan Review
- ☐ Design Review
- ☒ Sign Design Review
- ☒ Conditional Use Permit (CUP)
- ☐ Zoning Administrator Permit
- ☐ Variance
- ☐ Public Convenience or Necessity
- ☒ Other CATEGORICAL EXEMPTION

Is this request part of another application? ☐ Yes ☒ No If so, what? ______

3. Project Description

Project Name: BULLSEYE BAIL BONDS

Site address or location: 1037 MAIN ST.

Total Acres or Square Feet: 900 SQ. FT.

Assessor's Parcel Number: ______

Is Your Project Located in a Flood Zone? ☐ Yes ☒ No

Does this request include signage? ☒ Yes ☐ No

4. Justification for Request

On a separate sheet, explain in detail your request and why you believe your request is justified.

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres

7. Residential Development

No. of residential units are being requested? ____

Single Family ____ Half-plex ____

Duplex ____ Apartments ____

Condominiums ____ Other ____

Townhomes ____ **Total Units** ____

No. of lots will be created by this project? ____

Do you intend to market the units for sale?

☐ YES ☐ No

Do you intend to market the units for rent?

☐ YES ☐ No

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

BAIL BONDS OFFICE

Indicate the gross and leasable square footage for each type of development:

900 SQ.FT.

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☐ Other

Specify ____

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Michael Balasa 1-27-15

Applicant: **Date**

[signature] 1/3/15

Legal Owner: **Date**

Legal Owner: **Date**

DEPARTMENT USE ONLY

Amount Paid: ____ Project No: ____

Amount Due:: ____ Logged by: ____ Date: ____

GP / Zoning Designation: ____ Planner: ____ Date: ____

Bulls Eye Bail Bonds has been privately owned and operated since 1993 and has been serving the residents of Yolo County for the past 20 years. We are appointed with Accredited Surety and Casualty Company who is licensed in all 50 states and the District of Colombia and is Treasury listed by the United States to write Federal Bonds.

Why bail is important to your community:

- Bail, provided by a licensed surety agent, is an insurance contract that guarantees the appearance of a defendant in court
- Bail is guaranteed by the 8th and 14th Amendments in the United States Constitution
- Bail ***relieves jail overcrowding***
- Bail is privately funded; ***no cost to the tax payer***
- Bail agents are accountable financially and physically for defendants
- Bail agents must either produce the defendant or pay the full amount of the bond to the court
- Bail agents pay all costs of extradition for defendants who fail to appear and are re-arrested
- Private surety bail has lower failure to appear rates than government funded pretrial release programs
- Bail agents invest and instill financial incentives by integrating family and friends as guarantors of the bonds
- Bail ***reduces county costs***
- Bail agents and the insurance company they represent are accountable to the court
- Defendants are held accountable through their contract with the bail agent

Planning Commission

Bulls Eye Bail Bonds Project: Request to recommend to the City Council amending the Downtown Specific Plan to, (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; and (b) to adopt performance standards for all bail bonds businesses within the Downtown Specific Plan and to approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4.

Location: 1037 Main Street, Woodland, CA 95695

Applicant/Owner: Michael Balasa (Applicant), 1037 Main Street, Woodland, CA 95695; Nebulous Enterprises, LLC (Owner), 1033 Main Street, Woodland, CA 95695

Environmental Report: Categorical Exemption

APN: 005-645-013-000

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend City Council approval of (1) the proposed Downtown Specific Plan Amendments to permit bail bonds businesses as a conditional use in the A4 District and to add performance standards for bail bonds businesses; and (2) a Conditional Use Permit for
the Bulls Eye Bail Bonds business with specified conditions

Report For: Planning Commission Public Hearing - April 2, 2015

General Plan Designation: Central Commercial (CC)

Current Zoning: Central Business District - Area A4

Specific Plan Designation: Downtown Specific Plan

Existing Land Uses: Commercial Building; Automotive Repair and Retail

Flood Zone: X - Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number - 06113C0445H Revised May 16, 2012

Street Access: Main and Sixth Streets

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	Motel	Central Business District
South	Office/Commercial	Central Business District
East	Vacant Undeveloped	Central Business District
West	Auto Repair/Motel	Central Business District

Pending/Potential Action

Staff recommends that the Planning Commission take action on the following:

1. Receive the Staff Report;
2. Conduct the Public Hearing; and
3. Adopt Resolution No. PC 15-______, recommending City Council approval of: 1) the attached Ordinance amending Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards, of the Downtown Specific Plan to conditionally permit bail bonds businesses within District A4 of the Central Business District, as identified in Figure 3-3 of the Specific Plan, and to provide performance standards for the operation of bail bonds establishments within the Central Business District; and 2) a Conditional Use Permit (CUP) allowing a bail bonds business (Bulls Eye Bail Bonds) to operate at 1037 Main Street subject to the Conditions of Approval, to become operative upon the effective date of the ordinance amending the Downtown Specific Plan.

Project Site Description

The Downtown Specific Plan "District A4," as identified in Figure 3-3 of the Specific Plan (see Attachment 5) is located on the eastern portion of the Main Street commercial corridor between Fifth and East Streets. In the area just north of Main Street and west of Sixth Street, land uses consist of a two-acre city park (Freeman Park), Toy Library and United Way offices, one motel, an auto glass shop, and a tanning salon. To the east of Sixth Street are vacant lots and an empty Victorian house. The new courthouse, currently under construction, is located south of Main Street, east of Sixth, in District A4. The Wiseman Building is located south of Main Street and west of Sixth Street.

The proposed site for the bail bonds business is 1037 Main Street, in the Rainbow Sales & Glass commercial site, which includes an existing, approximately 9,300 square foot, single story commercial building on a 0.45 acre parcel. The bail bonds tenant space is 886 square feet in size and is located between the Rainbow Sales & Glass business and the tanning salon. Site access consists of driveways off of Main Street and Sixth Street.

Background

The Downtown Specific Plan was originally adopted in 1993 and updated on March 18, 2003 (Resolution No. 4425). The Downtown Specific Plan area incorporates the central core of Woodland's downtown, bounded approximately by Cleveland Street on the west, North Street on the north, East Street on the east, and Lincoln Avenue on the south and extending down to Pendegast Street. The Specific Plan area covers 139 acres.

Bail Bonds offices are permitted within the Downtown Specific Plan area, but only in Districts B and D with a Conditional Use Permit. District B is the "Government Center" on Court Street between Elm and Fourth Streets, and District D is a "Mixed Use District" between Elm and Fifth Streets, just north of Lincoln Avenue.

On December 30, 2014, the applicant submitted an application, requesting an amendment to the Downtown Specific Plan and approval of a Conditional Use Permit to allow a bail bonds business within the Downtown Specific Plan - District A4.

Project Proposal

The applicant is requesting an amendment to the Downtown Specific Plan and a Conditional Use Permit to permit a bail bonds business within District A4 of the Specific Plan.

Downtown Specific Plan Amendment

The City's Downtown Specific Plan currently permits bail bonds businesses to operate within Districts B and D of the Central Business District with an approved Conditional Use Permit. It is requested that the Downtown Specific Plan be amended to permit bail bonds businesses with District A4, "Eastern Gateway," of the Central Business District.

Conditional Use Permit

Bulls Eye Bail Bonds will operate seven days a week with regular office hours of 8:00 AM to 6:00 PM. The office may be utilized "after hours" by appointment only for clients in need of service after 6:00 PM. According to the applicant, a majority of the work associated with the bail process is completed at the courthouse or at the jail.

Review Agency Comments:

The application was circulated for review by agencies of jurisdiction. All comments received have been incorporated as Conditions of Approval.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on or before March 23, 2015.
- Notices were mailed to all property owners within 300 feet of the project site.

Copies of the factual staff report for the proposed project have been on file at City Hall since March 27, 2015.

Applicable Laws, Codes & Ordinances

The project is subject to the following laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- The Downtown Specific Plan

Environmental Assessment Status

Pursuant to the California Environmental Quality Act ("CEQA"), the proposed ordinance amendment is exempt from CEQA review per CEQA regulations (Title 14 of the California Code of Regulations) 15061(b)(3) and 15303. Regulation 15061(b)(3) applies to projects that will not have a significant effect on the environment. The proposed Downtown Specific Plan amendment adds bail bonds businesses to the list of permitted uses within District A4 of the Downtown Business District. The proposed amendment is limited in scope and will not result in a use that is more intense, or would have more environmental impacts, than the currently permitted uses. The proposed amendment is consistent with the General Plan.

The proposed Conditional Use Permit (operation of a bail bonds business at 1037 Main Street) is also exempt from CEQA per Section 15303, which applies to the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The site is located within Woodland City Limits and is surrounded by urban development. The 0.45 acre site consists of one approximately 9,300 square-foot commercial building, with the proposed project utilizing 886 square feet of the overall building.

The Planning Commission is requested to confirm this environmental determination in conjunction with its recommendation of approval to the City Council of the project. If this project is approved by the City Council, staff will file a Notice of Exemption with the Yolo County Clerk's Office in conformance with Article 5

§15062(a) of the CEQA guidelines.

Staff Analysis

Staff supports the project subject to the attached recommended conditions of approval (Attachment 4) and provides the following analysis:

General Plan Consistency

The General Plan designation for the site is Central Commercial (CC), which provides for retail and service uses, restaurants, banks, professional and administrative offices, hotels and motels, public uses and similar compatible uses. The following General Plan policies are applicable to bail bond facilities:

GOAL 1.A

To grow in an orderly pattern consistent with economic, social and environmental needs, providing for continued small-town character and preservation of surrounding agricultural lands.

Policies

1.A.3. The City shall designate land for development consistent with the needs of the community and consistent with its efforts to maintain a positive fiscal balance for the City.

1.A.6. The City shall promote infill development and reuse of underutilized parcels in a manner compatible with the character of the surrounding neighborhood.

GOAL 1.E

To designate adequate commercial land for and promote development of commercial uses compatible with surrounding land uses to meet the present and future needs of Woodland residents and visitors and to maintain Woodland's economic vitality.

Policies

1.E.1. The City shall designate commercial land in appropriate locations to provide for various kinds of commercial development to meet the needs of Woodland residents and visitors. The City shall strive to avoid creating an oversupply of commercially-designated land to prevent the dilution or deterioration of currently viable commercial areas.

GOAL 1.F

To develop and maintain an economically-viable and physically attractive Downtown.

Policies

1.F.2. The City shall ensure that Downtown remains the sole central business district for Woodland.

The proposed business is considered a professional office use and, as conditioned, is consistent with the

General Plan.

Zoning Consistency

Land Use

The zoning designation for the site is Central Business District (CBD). The project is subject to the City's Downtown Specific Plan. Bail bonds offices are currently permitted only in Districts B and D of the Specific Plan as a Commercial Service use, with a Conditional Use Permit.

Staff supports the proposed specific plan amendment to allow bail bonds offices with an approved Conditional Use Permit in District A4 of the Downtown Specific Plan (Central Business District), as identified in Figure 3-3 of the Specific Plan. The amendment would allow for a bail bonds office to be located within close proximity to the new county courthouse currently under construction at the southwest corner of Main and Sixth Streets, but would limit the proliferation and concentration of multiple bail bonds offices along Main Street and at the gateway to Historic Downtown Woodland. Bail bonds establishments tend to cluster near jails and courthouses, in accessible locations where walk-in customers can negotiate bail in as short amount of time as possible. Customers of bail bonds businesses are frequently family members or friends of someone who has been arrested.

As proposed, the specific plan amendment would limit the number of bail bonds businesses within District A4 of the Downtown Specific Plan to a maximum of two (2) at any point in time. The proposed limitation would minimize the proliferation of bail bonds businesses on Main Street adjacent to the new County Courthouse and particularly within the "eastern gateway" to the City's Historic Downtown District. The Downtown Specific Plan seeks to avoid overconcentration of any one type of business within District A4 and rather seeks to balance retail and service needs of city residents through a mix of uses.

As outlined in the attached Ordinance (Attachment 1, Exhibit A), it is recommended that the Downtown Specific Plan provide specific performance standards for bail bonds businesses, including:

- Bail bonds businesses shall be located at least 200 feet from any other bail bonds business as measured from the property/parcel boundary.
- Bail bonds businesses shall at no time be located within 200 feet of residentially zoned property.
- Not more than one (1) bail bonds business shall be permitted on Main Street (on a property/parcel with frontage on Main Street), and not more than two (2) bail bonds businesses shall be permitted within District A4 at any one time.
- Signage for bail bonds businesses shall comply with Section 6.7 of this Specific Plan, but shall be limited to not more than 20 square feet in total sign area or two times the linear frontage of the leased space, whichever is less. Total sign area includes logos, which shall not exceed 4 square feet. Sign lettering shall not exceed 20 inches in height and shall be compatible with the design and scale of the building. Internally illuminated pan-channel letters are not permitted. If illuminated, signage must be down-lit with decorative lighting compatible with the design of the building or halo back lit with soft

white light only. Flags, sandwich boards or other attention getting devices are prohibited at all times. Compliance with these standards is subject to review and approval by the Community Development Director.

- Bail bond businesses shall not operate past 8 PM except on appointment basis.

Based on discussions with the Woodland Police Department, bail bond agents typically have a positive working relationship with their clients because the bond posted on their behalf is allowing them to attend court out of custody. Bail is a financial arrangement that a bail bonding agency will make on behalf of the criminal defendant. A bail bonding agency, acting for the defendant, will arrange with the court to have a defendant released from jail pending the trial in exchange for money or collateral, which may be cash, assets, or a bond. The court sets the monetary value of the bail. The bail agency is then responsible for ensuring that the individual arrives in court on the day of his or her trial.

The Police Department provided specific safety recommendations for the operation of bail bonds businesses, which have been incorporated in the project's conditions of approval, including:

1. The lobby area shall be well lit and visible to all staff during business hours.
2. The front door shall be equipped with a device that emits an audible sound so that staff knows that someone has arrived at the business.
3. The back door to the business shall remain locked from the outside, but still provide for emergency fire exit.
4. The business shall have a panic button installed in a location that is easily accessible to bail bonds staff and that goes directly to Woodland Police Department dispatchers.
5. If the business is staffed outside of its normal business hours, it shall keep the door locked after its posted closing time.

It is also recommended that children should not be allowed in the business without an accompanying parent, and any on-site safe should be kept out of site to prevent theft.

<u>Late Night Operation</u>

The Conditional Use Permit requirement for bail bond businesses ensures adequate discretionary review of these uses, particularly in regard to operation of the business during late night and early morning hours. The use shall not be approved unless the facility can operate without detriment to nearby residential uses or the general welfare of the surrounding area.

The proposed bail bonds business will be "open to the public" from 8:00 AM to 6:00 PM. Bail bonds staff will be available by phone after hours; and if needed will meet with clients at the main office at 1037 Main Street by appointment only. A majority of the "work" happens at the jail or at the courthouse. The office will be closed to the public and lock its doors after 6:00 PM.

As stated above, the project has been conditioned to include safety related conditions per Woodland Police Department recommendations.

Parking

The proposed use will be located within an existing commercial building with 18 on-site parking spaces. Additional off-street parking within the downtown is required only if the square footage of a building is increased by ten percent of more. The proposed use does not increase the size of the existing building and therefore does not require any additional off-street parking. Sufficient on-site parking is available to accommodate the proposed use within the existing commercial center.

Setbacks and Height

The existing building complies with the Downtown Specific Plan setback requirements and Community Design Standards. No new structural changes are being made to the outside of the building.

Signage

Article 24 of the Zoning Code (Chapter 25 of the Municipal Code) commencing with Section 25-21-10 addresses signs. Signs require a separate permit, and tenants shall submit construction drawings and receive approval for all proposed signage. Staff will review these plans to ensure that they meet established zoning and Downtown Specific Plan requirements. Signage within the downtown shall be compatible with the historic character of the downtown area and shall reinforce rather than detract from the existing downtown historical character.

Amendments and Zone Changes

Article 29 of the Zoning Code, (Chapter 25 of the Municipal Code) commencing with Section 25-29-01, addresses zone changes. The Planning Commission shall hold a public hearing on any such proposed rezoning. Notice of the time and place of said hearing including a general explanation of the matter to be considered and including a general description of the area affected shall be given at least ten (10) calendar days prior to the hearing. After the public hearing, the Planning Commission shall render its decision in the form of a written recommendation to the City Council. If, from the facts presented at the public hearing, the Commission is satisfied that the proposed change conforms to the General Plan, the Commission may recommend such change to the City Council.

Conditional Use Permit

Article 27 of the Zoning Code (Chapter 25 of the Municipal Code) commencing with Section 25-27-01 addresses conditional use permits and permits the Planning Commission to approve, conditionally approve, or deny an application for a conditional use permit. The zoning designation for the site is Downtown Specific Plan, District A4. Bail bonds businesses will be a conditionally permitted use provided that the City Council amends the Downtown Specific Plan to conditionally permit such use in District A4. Because only the City Council may amend the Downtown Specific Plan, staff recommends that the City Council approve both the ordinance amending the Downtown Specific Plan and the Conditional Use Permit, which shall only become operative upon the effective date of the ordinance amending the Downtown Specific Plan.

Staff has drafted a resolution to be considered by the City Council approving a conditional use permit for this bail bonds business, which is attached as Attachment 3.

If the conditional use permit is approved by the City Council, the applicant will be required to comply with all conditions of approval. Failure to adhere to the conditions could result in the revocation of the conditional use permit.

Recommendation

Staff recommends that the Planning Commission take action on the following:

1. Receive the Staff Report;

2. Conduct the Public Hearing; and

3. Adopt Resolution No. PC 15-_____, recommending City Council approval of: 1) the attached Ordinance amending Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards, of the Downtown Specific Plan to conditionally permit bail bonds businesses within District A4 of the Central Business District, as identified in Figure 3-3 of the Specific Plan and to provide performance standards for the operation of bail bonds establishments within the Central Business District; and 2) a Conditional Use Permit (CUP) allowing a bail bonds business (Bulls Eye Bail Bonds) to operate at 1037 Main Street subject to the Conditions of Approval, which will become operative upon the effective date of the ordinance amending the Downtown Specific Plan.

Attachments:

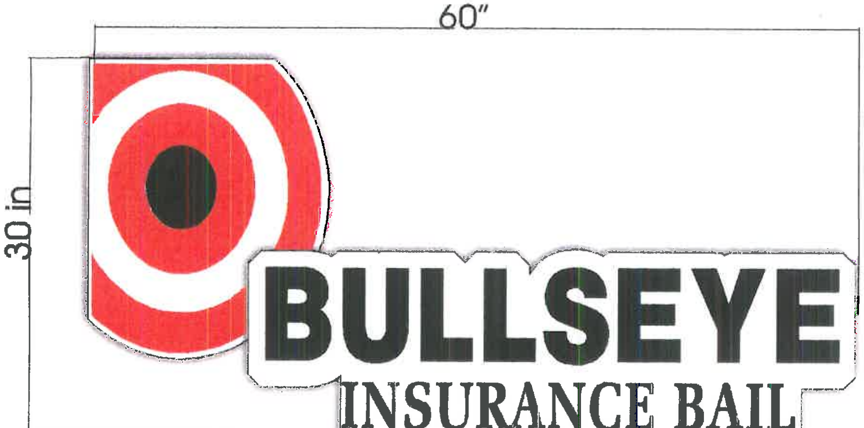
1. Planning Commission Resolution
2. Exhibit 1: City Council Ordinance Amending the Downtown Specific Plan
3. Exhibit 2: City Council Resolution Approving Conditional Use Permit
4. Exhibit A: CUP Conditions of Approval
5. Downtown Specific Plan Districts Map
6. General Application and Project Justification Statement

1037 Main Street, Woodland, ca.

(LEDS) illuminated routed individual pan channel letter signs
signage size = 30" ht. X 60" wde

Flush mounted to the aluminum panel soffit

ILLUMINATED
(LEDS) ROUTED
INDIVIDUAL PAN
CHANNEL LOGO
WITH 3M TRANSLUCENT VINYL
OVERLAYED



2 units of routed (LEDS) individual pan channel logo

= 20" wde x 24" ht

= 60" wde x 15" ht

File #: 14-725, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Approve purveyorship of recycled water through the Water Utility Enterprise, and first reading of proposed ordinance adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ______ approving purveyorship of recycled water through the Water Utility Enterprise and waive the first reading and read by title only Ordinance No. _____, "An Ordinance of the City Council of the City of Woodland, California Adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service."

Staff Contact

Ed Wisniewski, Associate Civil Engineer, 661-5975; ed.wisniewski@cityofwoodland.org

Fiscal Impact

There is no fiscal impact related to approval of purveyorship and adoption of the proposed ordinance.

Background

The City has the power to purchase, treat, distribute, sell, and administer all forms of water within the City's service area. The City has studied the development of a recycled water program to utilize the recycled water for sale and distribution to customers (Recycled Water Program). The best alternative in the study (dated April 2014) to initiate a recycled water program is to provide recycled water to the industrial park.

The City of Woodland's Water Pollution Control Facility (WPFC) currently produces Title 22 tertiary treated effluent which is suitable for a wide variety of uses including certain industrial processes, landscape irrigation, and agricultural irrigation. A few large industrial and irrigation water customers have expressed interest in recycled water as a means to reduce costs. Utilizing recycled water for certain industrial and irrigation uses matches water quality to the best use of that water and reduces demands on the potable water system. As a result of the drought, the State of California is advocating for the use of recycled water and the State Water Resources Control Board (SWRCB) is working to streamline the permitting process for recycled water systems in addition to providing grants and low interest financing.

Staff has drafted an addition to the Woodland Municipal Code related to recycled water service. The ordinance outlines the rules and regulations developed to govern the distribution of recycled water.

Discussion

The City of Woodland is interested in diversification of our water supply portfolio including promoting the use of recycled water by the City's water customers who are able to accept and use recycled water. Certain large industrial users, city landscape areas, median strips, school landscaped areas, and others currently use large volumes of potable water for industrial cooling, construction dust control, and landscape irrigation in the City and are ideally suited for recycled water use.

Tertiary treated title 22 effluent is an untapped resource which is already being produced at the WPCF. The tertiary treated effluent (recycled water) is currently disposed to the Tule Canal within the Yolo Bypass. The quality of the recycled water will further improve in 2016 when the City begins to use surface water as the primary potable water source. The recycled water program will take advantage of this resource and use it to boost the city's water supply and provide added protection during future droughts.

The initial recycled water project would extend a recycled water pipeline to the industrial park and will provide recycled water to City owned parks (Pioneer and Klenhard Parks) and to industrial users as shown on the attached map of construction of the initial recycled water project. Staff are working to finalize the low interest State Revolving Fund loan and contracts with the initial water users and are working to bring these documents to the Council in the near future for approval.

Approving the resolution for recycled water purveyorship and adoption of the ordinance will serve to clarify that the City will be responsible for its Recycled Water Program within the service area boundaries as those boundaries exist now or in the future, including boundaries of the City.

Conclusion

Staff recommends that the City Council adopt Resolution No. ______ approving purveyorship of recycled water through the Water Utility Enterprise and waive the first reading and read by title only Ordinance No. ______, "An Ordinance of the City Council of the City of Woodland, California Adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service."

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:
A - Proposed Ordinance to be Added to the Municipal Code Related to Recycled Water Service
B - Resolution to Approve Purveyorship of Recycled Water Through the Water Utility Enterprise

C - Rules and Regulations for the Use of Recycled Water
D - Summary of Proposed Recycled Water Ordinance (published in local newspaper)
E - Initial Recycled Water Service Area Map

ORDINANCE NO. _______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ADDING ARTICLE XIV TO CHAPTER 23C OF THE WOODLAND MUNICIPAL CODE RELATED TO RECYCLED WATER SERVICE

WHEREAS, the City of Woodland's potable water supply is subject to ever-increasing demands and more limited supply; and

WHEREAS, the City of Woodland is interested in promoting the most efficient use of water through the use of recycled water by the City's water customers who are able to take and use recycled water; and

WHEREAS, the use of recycled water by the City's potable water customers will help alleviate the demand on the City's limited potable water supplies; and

WHEREAS¸ the City owns and operates the Water Pollution Control Facility, which currently provides capacity for the treatment of wastewater generated by sewer customers within the City of Woodland; and

WHEREAS, the City of Woodland finds that it is in its best interest to provide the treated effluent from the WPCF to recycled water customer rather than to dispose of it; and

WHEREAS, the City Council of the City of Woodland wishes to amend the Woodland Municipal Code to add Article XIV to Chapter 23C in order to provide for recycled water service.

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

Section 1. **Recitals.** The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

Section 2. **Addition to the Woodland Municipal Code**. Article XIV is hereby added to Chapter 23C of the Woodland Municipal Code, as shown in **Exhibit "A,"** attached hereto and incorporated herein by reference.

Section 3. **Severability.** If any provision of this Ordinance, or the application thereof, to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. **<u>Effective Date and Publication</u>.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED this __________day of _______, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN

____
Tom Stallard
Mayor

ATTEST:

____
Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda
City Attorney

Exhibit A

City of Woodland Municipal Code
Chapter 23C. Utility Services.
Article XIV. Recycled Water Service

Sec. 23C-14-1 Policy

It is declared to be the policy of the city to require recycled water to be used in a manner that is in compliance with all applicable laws, ordinances, and regulations that will achieve the following:

1. Extend and enhance local water supplies by using recycled water for nonpotable purposes to free up potable supplies for higher uses;
2. Reduce wastewater flows that would otherwise be lost to the Tule Canal within the Yolo Bypass;
3. Prevent direct human consumption of recycled water; and
4. Control and limit run-off of recycled water by controlling the installation of systems using recycled water.

Sec.23C-14-2 Definitions

For the purposes of this article, the words defined in this section shall have the meanings respectively ascribed to them and shall be interpreted or construed accordingly.

A. “Air-gap separation” means a physical break between a supply pipe and a receiving vessel that shall be at least double the diameter of the supply pipe, measured vertically above the top rim of the vessel, and in no case less than one inch.

B. “Approved backflow preventer” means a device installed to protect the potable water supply from contamination by recycled water, pursuant to the requirements specified in Article IX of Chapter 23C of the Woodland Municipal Code.

C. “Connection fee” means a charge imposed by the city for providing recycled water service, including construction and/or installation of off-site and on-site facilities.

D. “Cross-connection” means any unprotected connection between any part of a water system used or intended to supply potable water and any service or system containing recycled or other water or substance that is not safe, wholesome, and potable for human consumption.

E. “Director” means the Public Works Director or designee.

F. “Engineer” means the City Engineer or designee.

G. “Non-potable water” means water that has not been treated for human consumption in conformance with the drinking water standards referred to in the definition of potable water.

H. “Off-site facilities” means facilities under the control of the city including, but not limited to, recycled water pipelines, reservoirs, pumping stations, manholes, valves, connections, supply inter-ties, treatment facilities, and other appurtenances and property. For recycled water service, off-site facilities shall be those upstream of the point of connection with the customer’s on-site facilities located and starting at the downstream end of the meter tailpiece.

I. “On-site facilities” means facilities under the control of the applicant, owner, or customer including, but not limited to, landscape irrigation systems and agricultural irrigation systems. For recycled water service, the on-site facilities shall be those downstream of the recycled service connection, which shall normally be the downstream end of the meter tailpiece.

J. “Potable water” means that water furnished to the customer that does not contain objectionable pollution, contamination, minerals or infective agents and is considered satisfactory for domestic consumption, and conforms to the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or any other applicable standards.

K. “Recycled water,” also known as “reclaimed water,” has the definition set forth in Section 13050 of the Water Code (hereinafter “Code”) and all subsequent amendments and shall mean water which, as a result of treatment of domestic wastewater, is suitable for a direct beneficial use or a controlled use that otherwise would not occur, such treatment of domestic wastewater having been accomplished in accordance with the criteria, including the level of constituents in combination with the means for assurance of reliability, as set forth in the Code.

L. “Recycled water facilities” means facilities used in the storage, pumping, and conveyance of recycled water. Recycled water facilities are intended to provide recycled water for uses such as landscape irrigation, agricultural irrigation, and construction or industrial process water.

M. “Recycled water service connection” means the point of connection of the customer’s recycled water line with the recycled water service line of the city, which shall normally be the downstream end of the recycled water meter tailpiece.

N. “Recycled water service line” means the city’s facility between its recycled water distribution system and the recycled water service connection.

O. “Recycled water transmission mains” means recycled water lines and appurtenances purchased or constructed and owned by the city or which the city requires an applicant, owner, or customer to construct but which are owned by the city. The city shall determine what facilities are recycled water transmission mains from time to time. The city’s determination in regard to these matters shall be final and conclusive.

P. “Recycled water use area” means a site, with specified boundaries, designated in the terms and conditions, defined below, to receive recycled water for an approved use and acknowledged by the regulatory agencies.

Q. “Recycled water use permit” means a permit issued by the City Engineer or designee upon successful completion of an application form designated by the City Engineer to allow a customer to use recycled water from a tanker truck filling station for construction purposes.

R. “Rules and regulations for use of recycled water” is the set of rules and regulations prepared under the supervision of the City Engineer that regulates the use of recycled water provided by the city, that may be amended from time to time by the City Engineer as needed, or to comply with all federal, state, and local regulations pertaining to the use of recycled water.

S. “Terms and conditions for recycled water operations, use and service” is the document required to be signed by any site owner utilizing recycled water on real property. The document provides the terms and conditions by which recycled water may be used by the site owner. These terms and conditions may be amended from time to time by the City Engineer as needed or to comply with all federal, state, and local regulations pertaining to the use of recycled water.

T. “Site owner” is any person, persons, partnership, corporation, or legal entity that holds legal title, is a contract purchaser, or is a lessee under lease of property being served by city recycled water. A site owner becomes a recycled water user upon signing the terms and conditions.

U. “Site supervisor” means the responsible individual, as a representative of the site owner, who is responsible for operation and maintenance of the on-site recycled water system.

Sec. 23C-14-3 Area and conditions of service

A. The Engineer shall control and schedule recycled water distribution to customers. The city shall provide recycled water service in accordance with this article to any applicant who meets the requirements of this article. The provision of recycled water service and the use of recycled water by any customer shall be subject to all the terms and conditions of this article and the city’s rules and regulations for use of recycled water.

B. Prior to the introduction of recycled water into an on-site system, the site owner shall sign and agree to be bound by the terms and conditions for recycled water operations, use, and service.

C. Upon a change of property ownership of any kind (whether it be complete or partial), any new site owner shall sign the terms and conditions for recycled water operations, use, and service within 30 days of the effective date of transfer or close of escrow, whichever is earlier. If the new site owner (regardless of whether the site owner has a full or partial ownership interest) does not sign the terms and conditions referenced above within 30 days, recycled water service to the property shall be terminated upon the 31st day following a change in ownership.

Sec. 23C-14-4 Application—Fees and deposits

A. An applicant for recycled water service shall file with the Engineer an application for service on a form designated by the Engineer. The application shall include a scaled drawing and written description delineating the proposed recycled water use area; the proposed location; size of street adjacent or nearest to the recycled water use area; the proposed use or uses of recycled water; and any other information deemed necessary by the Engineer.

B. The applicant for recycled water service shall comply with all requirements of applicable federal, state, and local statutes, ordinances, regulations, and other requirements including the payment of all fees required by the regulatory agencies. The Engineer may reject for filing any application where the Engineer determines that the applicant has failed to obtain any necessary prior approval of recycled water service from any federal, state, or local office or agency.

C. Application fees and deposits shall be paid in accordance with Article VII of Chapter 23C and shall be subject to all terms and conditions set forth Article VII in Chapter 23C in Chapter 23C.

Sec. 23C-14-5 Findings for approval

Upon receipt of an application for recycled water service, the Engineer shall review the application and conduct any necessary investigation in order to determine whether the city shall provide recycled water service. The Engineer shall either approve, approve with conditions, or deny recycled water service. In approving or conditionally approving recycled water service, the Engineer shall find that the provision of recycled water service to the applicant is compatible with the city's recycled water system and that the location of the recycled water use area is reasonably accessible to the city's recycled water system.

Sec. 23C-14-6 Conditions for approval

Among other conditions of approval, the Engineer may require that the applicant construct specific on-site facilities in order to facilitate recycled water service. The Engineer may also require the applicant to make modifications in the on-site potable water system and to install an approved backflow preventer. The customer shall not make any changes in the recycled water system or facilities on property subject to recycled water service without prior written approval from the Engineer.

Any approval or conditional approval of an application for recycled water service shall, unless otherwise specified, be deemed to be approval or conditional approval of recycled water service only for the recycled water use area, for the location, size, and type of all recycled water service connections and on-site facilities, and for the proposed use of recycled water, described in the application.

Sec. 23C-14-7 Recycled water service connection and meter charges

A. Before a recycled water service connection is supplied to or installed on the premises, the customer shall pay to the city the costs of the recycled water service connection including, but not limited to, the cost of a meter, unless the city agrees in writing to other arrangements.

B. Before a recycled water service connection is supplied to, or installed on, the premises, the customer shall pay to the city the costs incurred by the city in extending existing off-site facilities, including but not limited to the recycled water service line, in order to provide recycled water service to the customer unless the city agrees in writing to other arrangements. Construction of recycled water transmission mains and water service extensions shall be subject to the provisions of this chapter.

C. Upon approval of recycled water service by the Engineer, the site owner shall sign the terms and conditions for recycled water operations, use, and service prior to recycled water being delivered to the site.

D. If recycled water service to any customer is suspended or terminated because of failure by a customer to adhere to the provisions of this chapter, including but not limited to, the failure of a new site owner to sign terms and conditions within 30 days, or the failure by a customer to pay for recycled water in accordance with this chapter, the customer shall pay in advance of resumption of recycled water service a delinquent and/or reconnection charge that shall be equal to that delinquent and/or reconnection charge for potable water established from time to time by resolution of the city council, in addition to any payment for recycled water service then due.

E. Any person with a valid Recycled Water Use Permit may purchase recycled water from City-owned recycled water tanker truck filling stations for construction purposes such as grading and compaction, wetting pads, or dust control. Before the first water pickup, the customer must receive a Recycled Water Use Permit from the City and be trained in mandatory procedures for using the tanker truck fill station.

Sec. 23C-14-8 Fees and charges—Delinquency—Disconnection or termination

A. All fees, charges, deposits, or penalties provided for in this article, including recycled water charges, shall be in the amount set forth in Section 23C-14-9 or as may be established by resolution of the city council.

B. Payment by a customer for recycled water service shall be due and payable as specified in Article III of Chapter 23C . If payment is not received in accordance with Article III of Chapter 23C, then the recycled water service may be disconnected or terminated. In the event the city disconnects or terminates recycled water service pursuant to this section, then in addition to the payment due for recycled water, the customer shall pay any and all delinquent and reconnection charges for recycled water service as specified in Article III of Chapter 23C.

C. Price of Recycled Water. The price for recycled water sold, supplied, distributed or transported to customers of the city shall be at a rate or charge established by the City of Woodland, which the city council may establish from time to time as set forth in Section 23C-7-4 for potable water and which is in effect on the date of delivery of recycled water by the city to such customer. Such charge or rate shall be the sum of the customer charge, commodity charge and adjustments as detailed in this chapter and specified in Section 23C-7-4.

Sec. 23C-14-9 Special Contracts

By special contract between the city and any user, recycled water may be sold by the city at a charge fixed by such contract. The city may enter into and perform such special contracts with any user, for the provision and operation by the city of recycled water facilities in order to provide tertiary treated water for industrial cooling processes, irrigation, or other approved uses to the user and accept the payment, periodically or otherwise, by the user to the city in amounts sufficient to compensate the city for such portion of the cost of providing, operating, and maintaining the recycled water facilities serving such user as the city council shall determine. Special contracts may include connection fees to offset the costs to extend recycled water facilities, meters, permitting, and to make connection with the user.

Sec. 23C-14-10 Operating conditions

A. The Director shall establish and may vary conditions of pressure and service.

B. The city shall have control of and shall maintain and repair recycled water transmission mains, service lines, and meters. The customer shall maintain in good working condition and shall repair the recycled water service connection and on-site facilities.

C. Unless otherwise provided by written agreement between the customer and the city, the customer shall pay for all on-site facilities, including their installation, as well as for recycled water service lines and meters and extensions of recycled water transmission mains in order to provide recycled water service to the customer.

D. The customer shall not make any changes in, or additions to, the recycled water system or to on-site potable water facilities without obtaining prior approval from the Engineer.

E. Neither a recycled water service connection nor a recycled water meter shall be used to provide recycled water service to any property or any portion of property that is not approved by the Engineer for that service or meter.

F. When property provided with a recycled water service connection and recycled water meter is subdivided, such connection and meter shall thereafter serve only the lot or parcel of land on which the meter is located. Additional recycled water mains, service lines connections, and/or meters shall be installed for additional new lots or parcels created by subdivision, in accordance with this chapter.

G. All recycled water used on any premises approved for recycled water service must be serviced by a water meter designated for recycled water only.

H. The customer shall install and pay for a locking angle valve, as approved by the Engineer, on the inlet side of the meter, which shall be used exclusively by the city for controlling the recycled water supply through the recycled water service line. If the locking angle valve is damaged or otherwise requires replacement, in the determination of the Engineer, such replacement shall be made at the expense of the customer.

I. Each customer shall restrict the use of recycled water to those uses set forth in the terms and conditions for recycled water operations, use and service signed by the site owner which is approved by the Engineer.

J. The city shall not be responsible or liable for any suspension in service of, or failure to supply, recycled water, or for any damage, or injury to person or property relating to the provision of recycled water.

Sec. 23C-14-11 Disconnection and termination

A. Recycled water service may be suspended or terminated at any time by the Director due to any one or more of the following:

   1. Failure by a customer to adhere to the provisions of this chapter;
   2. For the protection of the public health, safety and welfare;
   3. In order to protect recycled water facilities or make repairs to such facilities;
   4. In order to protect potable water facilities;
   5. Inability of the city to obtain recycled water or otherwise provide recycled water service; or
   6. For failure of the customer to pay for recycled water in accordance with Article III of Chapter 23C.

B. Where the Director determines that a condition affecting the safety of the public water system exists at the city service connection to any user's premises, the Director shall mail written notice to the customer in accordance with Section 23C-9-4. In cases of threat to the public health, safety or welfare, the Director may order immediate disconnection of the recycled water service without prior notice whenever hazardous conditions exist justifying such action pursuant to Section 23C-9-3(b). Subsequent notification and appeal of the condition shall be carried out in accordance with Section 23C-9-4.

C. Where the city disconnects or terminates recycled water service in accordance with subsection (A)(1), (2) or (6) of this section, the customer shall thereafter pay any and all costs and fees for reconnecting or starting up recycled water service. Where the city disconnects and/or terminates recycled water service in accordance with subsection (A)(3),(4), or (5) of this section, the city shall pay all costs and fees for reconnecting or starting up recycled water service.

D. The city council may, by resolution or by written agreement with the customer, impose a penalty for termination of use of recycled water because of a voluntary act of the customer or determination of the Director for the reasons set forth in subsections (A)(1) and (6) of this section.

Sec. 23C-14-12 Impermissible recycled water connections

No person shall make any connection to recycled water facilities of the city unless the DEngineer has approved recycled water service for that person and for the recycled water service area in accordance with this chapter.

Sec. 23C-14-13 Resale of recycled water prohibited

It is unlawful for any person to resell any water received from recycled water facilities, except that a landlord/lessor may charge a tenant the amount which the landlord must pay for the water.

Sec. 23C-14-14 Design and construction of on-site facilities

A. The customer shall provide and install at such customer's expense any on-site recycled water facilities required to provide recycled water service. On-site recycled water facilities shall conform to all applicable state and local statutes, ordinances, regulations, and other requirements. The customer shall make, at the customer's expense, any modification to the potable water system on the premises which is required by the Engineer in order to permit recycled water service including, but not limited to, the installation by the customer of approved backflow preventers. Plans, specifications, and record drawings for on-site recycled water facilities shall be prepared and submitted by the property owner to the city and must be approved by the Engineer prior to the commencement of construction.

B. On-site recycled water facilities shall be designed to accommodate the use of recycled water in those areas where the Engineer has determined that recycled water will be supplied in the future even though recycled water service is not immediately available when the design area is ready for construction.

C. On-site recycled water facilities shall be designed and constructed in accordance with the city's current design and construction standards for on-site recycled water facilities. The on-site design shall be submitted to the city utilities department for approval regarding compliance with all applicable recycled water regulations. The construction contractor shall have a utilities approved set of plans on site at all times during construction of on-site facilities.

Sec. 23C-14-15 Design and construction of off-site facilities

A. In circumstances where off-site recycled water facilities constructed by the city are installed to serve more than one property, each property owner shall reimburse the city for the pro rata cost of installation of off-site recycled water facilities in accordance with a fee schedule or charges determined by the Engineer based upon costs of design, equipment, overhead, construction, and inspection.

B. The city shall operate and maintain the off-site recycled water facilities, including recycled water pipelines, reservoirs, manholes, valves, connections, supply inter-ties, and other appurtenances and property up to and including the meter. No other persons, except authorized employees of the city, shall enter upon, inspect, operate, adjust, change, alter, move, or relocate any portion of the off-site recycled water facilities.

Sec. 23C-14-16 Recycled water supervisor

Each recycled water service customer shall designate a "site supervisor" subject to approval by the Engineer. All "site supervisors" shall attend the city's site supervisor training at least once every five years. The city site supervisor training shall be provided by the city on a regular basis. Each recycled water service customer shall keep the Director informed of the identity of the site supervisor. The site supervisor shall be educated in the use and operation of recycled water facilities. Such site supervisor shall be responsible for overseeing recycled water service, maintaining on-site facilities, and preventing cross-connections on the premises receiving recycled water service. The site water supervisor shall immediately advise the Director of any cross-connection on the premises.

Sec. 23C-14-17 Conversion of existing facilities

Where a property owner proposes the conversion of any existing potable water system to a recycled water system, a comprehensive investigation shall be performed by or for the city at the expense of the property owner. No potable water facilities shall be connected to or incorporated in the recycled water system where such facilities have not been approved for recycled water service by the Engineer and by any and all other required state or local offices or agencies.

Sec. 23C-14-18 Connections to potable water system

If an emergency exists whereby in all or a portion of the recycled water system, recycled water is not available, the Engineer may approve a temporary connection for a customer to the potable water system. Before such temporary connection is made, the portion of the system that does not have recycled water available shall be isolated by an air-gap separation from the remainder of the recycled water system, either at individual service connections or on off-site facilities, as determined by the Engineer, and an approved backflow preventer shall be installed on the potable water line or lines in accordance with any and all applicable state and local statutes, ordinances and regulations. The emergency connection or connections shall be removed before connection is reestablished to the remainder of the recycled water system. The customer shall be billed at the potable water rate for the entire duration of the temporary connection to the potable water system.

Sec. 23C-14-19 Additional restrictions

A. The use of recycled water shall be limited to those uses permitted by federal and state law and to those uses approved by the Engineer for the recycled water service area.

B. The Engineer shall promulgate rules and regulations as are reasonably necessary to carry out the intent and purposes of this article.

C. Where this article or regulations promulgated under this article conflict with any other provision of law, the more restrictive shall apply.

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING RECYCLED WATER PURVEYORSHIP THROUGH THE WATER UTILITY ENTERPRISE

WHEREAS, the City of Woodland currently provides potable water treatment and distribution pursuant to the State Water Resources Control Board Division of Drinking Water requirements and wastewater collection, conveyance, secondary treatment, tertiary treatment, UV disinfection, and effluent disposal and pretreatment services pursuant to a National Pollution Discharge Elimination System permit from the California Regional Water Quality Control Board; and

WHEREAS, there currently exists multiple sources and types of water available in the City of Woodland's service area, those being Sacramento River water from the Woodland Davis Clean Water Agency treatment facility, groundwater from City wells, and recycled water from the City's Water Pollution Control Facility (WPCF); and

WHEREAS, the City has the power to purchase, treat, distribute, sell, and administer all forms of water within the City's service area; and

WHEREAS, the City is providing potable water and wastewater services to large industrial users in the City's service area; and

WHEREAS, the large industrial users, city landscape areas, schools grounds, and others currently use large volumes of potable water for industrial processes, water for construction, and landscape irrigation in the City's service area; and

WHEREAS, California Water Code Sections 13550, 13551, 13552.6, and 13552.8 authorize the use of recycled water for cooling towers and makeup water when it is readily available, in lieu of treated potable water; and

WHEREAS, the City has available at its publicly owned WPCF sufficient quantities of tertiary treated effluent that will allow non-potable customers to use this water source; and

WHEREAS, the City is prepared to develop a comprehensive program involving the treatment of recycled water for sale and distribution to use by other customers ("Recycled Water Program") beyond its agreement with the initial customers as an opportunity to enhance recycled water in the State and the City service area, which may also assist Woodland in meeting its regulatory disposal requirements in the future; and

WHEREAS, the City of Woodland believes that it is in the best economic and water supply interest of the rate payers of the City of Woodland potable water service area, the citizens of the City, and recycled water users to utilize this water resource in lieu of its disposal in the Tule Canal within the Yolo Bypass; and

WHEREAS, the use of recycled water can reduce potential water supply shortfalls in the service area, allowing existing sources of potable water to be available for potable municipal and industrial uses in the future; and

WHEREAS, it is in the best interest of the City to clarify that the City will be responsible for its Recycled Water Program within the service area boundaries as those boundaries exist now or in the future, including boundaries of the City; and

WHEREAS, the City has determined that it wishes to provide recycled water service within the City and provide the regulatory requirements to operate the utility; and

WHEREAS, this Resolution further provides for the development of appropriate reimbursements to the Wastewater Utility for financial and non-financial investments associated with the Recycled Water Program.

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

<u>Section 1:</u> The City Council hereby approves the City of Woodland's exclusive right to purvey recycled water and operate a Recycled Water Program within the territorial boundaries of the City of Woodland, pursuant to the City's authority to purvey recycled water under California Water Code Sections 13550 through 13557.

<u>Section 2:</u> The City is authorized to design, construct, operate, and regulate all facilities and permit and regulate all customers, as necessary to make a Recycled Water Program fully operational based on the needs and demand within the City's service area.

<u>Section 3:</u> The City shall have sole discretion over all aspects of the Recycled Water Program, including planning for current and future uses, and determining the most economical and efficient use of recycled water in the service area.

<u>Section 4:</u> The City shall have sole responsibility for establishing rates and charges to recover necessary revenue to construct, operate, maintain, and replace equipment and to expand the Recycled Water Program pursuant to good utility rate making practices. The City Council shall have final authority to set rates and charges and to resolve all issues related to payment for sale of recycled water and services under this Resolution.

<u>Section 5:</u> The City Council hereby approves the Rules and Regulations for the Use of Recycled Water. Copies of the Rules and Regulations are available and on file in the City Clerk's office and are incorporated herein by reference and made a part of this Resolution.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

CITY OF WOODLAND

RULES AND REGULATIONS FOR THE USE OF RECYCLED WATER

1.0 GENERAL PROVISIONS

1.1 SPECIFIC AUTHORITY

These regulations for recycled water use are promulgated pursuant to Chapter 23C of the Woodland Municipal Code and Resolution No. ________, adopted by the City Council of the City of Woodland on ________, 2015.

1.2 DEFINITIONS

Whenever the following terms occur in these Rules and Regulations, or in any documents that these Rules and Regulations govern, the intent and meaning shall be interpreted as defined in the Woodland Municipal Code (WMC). Additional terms in these Rules and Regulations are defined as follows:

Applicant – A Site Owner or his/her/its authorized representative who applies for recycled water service under the terms of these Rules and Regulations. A Site Owner becomes a User upon signing the Terms and Conditions.

Approved Use – An application of recycled water in a manner, and for a purpose, designated in the Terms and Conditions for Use of Recycled Water issued by the City and in compliance with any and all regulatory agency requirements.

Drawings – The plans, working drawings, detail drawings, profiles, typical cross sections, and supplemental drawings or reproductions thereof, approved by the City, which shows use area boundary, character, dimensions or details of the design, locations, and construction of the applicant's recycled water facilities.

General Public – Any person or persons who may come in contact with facilities and/or areas where recycled water is approved for use.

Irrigation Use – An approved use of recycled water for landscape, horticultural, or agricultural irrigation as defined for recycled water under Title 22 of the California Code of Regulations.

Ponding – Retention of recycled water on the surface of the ground or other natural or man-made surface for a period of time following the cessation of an approved recycled water use activity such that a hazard or potential hazard to the public health results.

Regulatory Agencies – Those public agencies legally constituted to protect the public health and water quality such as, but not limited to, the California

Department of Public Health, the Regional Water Quality Control Board, and the Yolo County Department of Health.

Incidental Runoff – The unintended small amounts (volume) of runoff from recycled water use areas, such as unintended, minimal over-spray from sprinklers that escapes the recycled water use area.

Service – The furnishing of recycled water to a user through a metered connection to the onsite facilities.

Use Area – A site, with well-defined boundaries, designated in the Terms and Conditions as defined in these Rules and Regulations and issued by the City to receive recycled water for an approved use and acknowledged by the regulatory agencies.

User/Site Owner – Any person, persons, partnership, corporation, or legal entity that holds legal title, is a contract purchaser, or is a lessee under a lease of property being served by City recycled water. A Site Owner becomes a User upon signing the Terms and Conditions.

User Violation – Negligent or willful noncompliance with any terms or conditions of these Rules and Regulations, State and local health department regulations, Regional Water Quality Control Board Regulations, and/or Terms and Conditions by any person or legal entity's action or occurrence.

Site Supervisor – The responsible individual, as a representative of the Site Owner, that is responsible for operation and maintenance of the on-site recycled water system.

Terms and Conditions – The Terms and Conditions for Recycled Water Operations, Use and Service signed by the Site Owner that establishes the terms and conditions for recycled water service.

1.3 ENFORCEMENT

The City shall enforce these Rules and Regulations in all matters concerning the use of any recycled water and/or recycled water service. Each and every condition and requirement with respect to the use, connection, disconnection, reconnection, and/or discontinuance of recycled water and/or recycled water service provided by and set forth in the WMC and these Rules and Regulations shall apply with equal force and effort to any person, persons, or legal entity, public or private.

1.4 AMENDMENTS

These Rules and Regulations may be amended from time to time by the City Engineer (Engineer) as needed or to comply with all applicable Federal, State and local regulations and to protect public health.

1.5 SYSTEM RESPONSIBILITY

All off-site facilities are the responsibility of the City and shall be under the management and control of the City. The City shall be responsible for the quality assessment of recycled water as it relates to compliance with applicable Federal, State and local regulations.

1.6 AUTHORIZED USES

These Rules and Regulations address the application of recycled water for landscape irrigation, agricultural irrigation, in office buildings for toilet flushing, industrial process water, or other uses permitted by the regulatory agencies. Other proposed uses will be considered on a case-by-case basis by the City and the regulatory agencies. The City has sole authority to deny any use of recycled water even if approved by regulatory agencies. In all cases, the City's approval of any proposed use will be contingent upon the proposed use being approved by the regulatory agencies. Only those uses specified in the Terms and Conditions are authorized uses. Any other uses other than those uses authorized are prohibited.

2.0 CONSTRUCTION AND SERVICE REQUIREMENTS

2.1 DESIGN APPROVAL

Prior to the construction of on-site facilities that will use or receive recycled water, the design of such facilities must be submitted to and approved by the City of Woodland Utilities Engineering Department. Approval shall be contingent upon evidence that all applicable design requirements are satisfied, including those contained within these Rules and Regulations and City Design and Construction Standards.

2.2 CONSTRUCTION INSPECTION

Authorized agents of the City shall inspect, at the Site Owner's expense, the construction of on-site facilities that will use or receive recycled water to verify that the facilities are constructed in conformance with the Recycled Water Ordinance, these Rules and Regulations, and the submitted and approved improvement plans of the facilities. Site Owner shall provide the City with a copy of "As Built Plans" after acceptance by the City of the facility.

2.3 SERVICE APPROVAL

Prior to approval for the use of recycled water in accordance with the WMC, the applicant must complete all documentation necessary for approval, which may include but is not limited to a California Department of Public Health Title 22

Engineering Report, user reclamation plan, and environmental (CEQA) requirements.

Recycled water service shall be available only in accordance with the City's Recycled Water Ordinance, these Rules and Regulations, and any applicable Federal, State and local statutes, ordinances and regulations. The Applicant must comply with all the above agencies' requirements in design, construction, and operation of recycled water facilities.

Before final approval to draw recycled water into newly constructed facilities, the facilities must pass a cross-connection test and other tests as required by these rules and regulations to ensure the proper operation of the recycled water facilities.

2.4 REQUIREMENTS OF NEW CONTRUCTED ON-SITE SYSTEMS

1. The Terms and Conditions shall provide for the design, construction, and operation of on-site facilities in accordance with the following minimum standards and procedures:
    a. Manual of Cross Connection Control, State of California Department of Public Health;
    b. Guidelines for Distribution of Non-potable Water, California-Nevada Section, American Water Works Association (AWWA);
    c. Guidelines for Use of Recycled Water, State of California Department of Public Health;
    d. Title 17, Chapter 5, Subchapter 1 California Administrative Code regarding cross connections and backflow prevention;
    e. Laws and Standards of the State of California, Department of Public Health relating to recycled water;
    f. Design and Construction Standards of the City of Woodland, Department of Public Works;
    g. Yolo County Department of Environmental Health regulations pertaining to recycled water;
    h. Title 22, Division 4, California Administrative Code; and
    i. Statewide Recycled Water Policy as Adopted February 3, 2009.

2. Completion, approval by the City, and subsequent approval by the California Department of Public Health of a Title 22 Engineering Report and/or User Reclamation Plan;
3. Successful completion of a cross connection test performed by the water purveyor at the Owner's expense prior to start-up;
4. Passing the annual test of all backflow prevention device(s) on potable water service line(s) to the site normally performed by the water purveyor at the Owner's expense;
5. Comply with periodic on-site inspections to assess compliance with the Terms and Conditions and these Rules and Regulations at a frequency as deemed necessary by the Engineer.

2.5 REQUIREMENTS FOR EXISTING FACILITY CONVERSION TO RECYCLED WATER

The following shall be required for all new recycled water users:

1. Assessment will be made by the City on the feasibility of converting a potable system to a recycled water facility under the Woodland Recycled Water Ordinance and any other applicable laws or regulations. Among items to be reviewed for possible modification are separation of the potable system from proposed recycled system, the potential for cross connection, proper identification and signage of the proposed recycled water facilities, and other modifications as deemed necessary by the Engineer.
2. Successful completion of a cross connection test performed by the water purveyor at the Owner's expense prior to start-up;
3. Passing the annual test of all backflow prevention device(s) on potable water service line(s) to the site; and
4. Comply with periodic on-site inspections to assess compliance with the Terms and Conditions and these Rules and Regulations at a frequency as deemed necessary by the Engineer.

2.6 MONITORING

It is the responsibility of the User to supervise the operation of the User's on-site facilities in a manner that assures compliance at all times with the Recycled Water Ordinance and these Rules and Regulations.

The City shall conduct periodic on-site inspections of the User's facilities and operations at a frequency deemed necessary by the Engineer to assure compliance with the Terms and Conditions and these Rules and Regulations.

2.7 TESTING

All sites that are served with recycled water shall be tested as often as deemed necessary by the Engineer to assure compliance with the Terms and Conditions and these Rules and Regulations. Such operational testing may include, but is not limited to, pressure testing, testing for cross connections, observing operations for over spray, run-off, ponding, and other tests or observations of operations as required by these Rules and Regulations, the Recycled Water Ordinance, and Federal, State and local regulations. 48 hours notice will be provided to the Owner prior to testing being performed.

2.8 CROSS CONNECTION CONTROL TESTING

All recycled water systems must pass a cross connection control acceptance test performed by City crews prior to recycled water being introduced into the onsite system. The cross connection control acceptance test shall be performed consistent with a complete shutdown test per Appendix J of the Uniform Building Code. Thereafter, sites shall be retested based on the following criteria. A failed cross connection control shall result in the immediate disconnection of the recycled water and potable water services. The City is not responsible for any loss or damage due to the immediate disconnection of recycled water and potable water services in the event of a direct cross connection.

1. Dual plumbed recycled water use sites as defined in Title 22 of the California Code of Regulations, Division 4, Chapter 3, Article 4, Section 60301.250 shall be retested at a frequency of not more than every four (4) years.
2. Individual recycled water use sites that undergo extensive construction after an acceptance test shall be subject to a retest at the discretion of the Engineer.
3. All other recycled water user sites shall be retested at the discretion of the Engineer.

2.9 SPECIFIC PROHIBITIONS

Recycled water service may be terminated in accordance with the Recycled Water Ordinance. The following conditions are specifically prohibited:

A. Runoff Conditions:
Application of recycled water to the Use Area shall be at reasonable agronomic rates and shall consider soil, climate, and nutrient demand. Irrigation with recycled water that results in (1) runoff, other than Incidental Runoff, outside the recycled water use area, (2) irrigation with recycled water on water-saturated ground, or (3) irrigation with recycled water during precipitation events is prohibited. The direct discharge of recycled water by the User to surface waters is prohibited.

B. Incomplete Infiltration
Conditions that directly or indirectly cause recycled water to pond outside of, or within the, Approved Use Area are strictly prohibited. Irrigation water must infiltrate completely within a 48 hour period. This prohibition does not apply to properly permitted recycled water storage ponds.

C. Over Spray Conditions
Recycled water will not be allowed to escape from the Approved Use Area by airborne spray except in minor amounts such as that associated with good irrigation practice. Recycled water spray or mist entering a dwelling or food handling facility is strictly prohibited.

D. Unapproved Uses
Use of recycled water for any purposes other than those explicitly approved in the Terms and Conditions is strictly prohibited.

E. Use in Unapproved Areas
Use of recycled water for any purposes, including approved uses, in areas other than those explicitly approved in the user agreement is strictly prohibited.

F. Cross Connections
Cross connections between the recycled water system and the potable water system, whether by design, construction practice, or system operation, are strictly prohibited. Supplementing recycled water with

potable water shall only be allowed through an air-gap separation with prior written approval of the Engineer.

G. Irrigation or Impoundment of Recycled Water Near Wells
There shall be no irrigation of recycled water within 50 feet of any well used for potable supply unless it can be demonstrated to the satisfaction of the City and the regulatory agencies that special circumstances justify lesser distances to be acceptable. There will be no impoundment of recycled water within 100 feet of any well used for a potable water supply.

H. Excessive Nutritive Loading
The seasonal nutritive loading of the Use Area including the nutritive value of organic and chemical fertilizers and of the recycled water, shall not exceed the nutritive demand of the landscape.

2.10 SIGNAGE

All recycled water use sites are required to provide City approved recycled water warning signage at locations consistent with Title 22, these Rules and Regulations, the Terms and Conditions, and the approved plans.

2.11 RECYCLED WATER APPLICATION

A. Application of recycled water to the Use Area shall be at reasonable agronomic rates and shall consider soil, climate, and nutrient demand. Application rates shall ensure that a nuisance is not created.
B. The seasonal nutritive loading of the Use Area including the nutritive value of organic and chemical fertilizers and of the recycled water, shall not exceed the nutritive demand of the landscape.
C. Use Areas that are spray irrigated and allow public access shall be irrigated during periods of minimal use, normally 9PM to 6AM. Supervised manual or “spot” watering may take place anytime during the day. Consideration shall be given to allow maximum drying time prior to subsequent public use.

3.0 ADMINISTRATIVE PROCEDURES FOR APPROVAL OF RECYCLED WATER SERVICE

3.1 TERMS AND CONDITIONS

All Site Owners shall sign a Terms and Conditions for Use of Recycled Water (Terms and Conditions) prior to connection to the City recycled water system via a billing meter. The Terms and Conditions shall be signed by each subsequent Property Owner within 30 days of transfer of service. The Terms and Conditions shall outline the specific terms and conditions under which recycled water may be used within the City of Woodland and at the specific use site. The Terms and Conditions reference applicable Federal, State, and local regulations as well as these Rules and Regulations.

3.2 OBTAINING SERVICE

The following interactions between the City and the applicant are required for the administration of recycled water service:

A. Application Submittal

An application for a permit to use recycled water, as supplied by the City, shall be completed and signed by the Applicant, who may be the Property Owner or authorized representative. The application shall provide information concerning the Applicant's relationship to the subject property as legal owner, tenant or lessee; the type of recycled water use being proposed; the address and/or a description of the property to be served; purpose for which the property is to be used; the volume of recycled water anticipated to be required; and total area to be served. The application may also list any special conditions for service pursuant to these Rule and Regulations. Certain technical information, derived from the design and particular type of recycled water use, shall also be provided. The application form shall be accompanied by service exhibits. These exhibits shall be drawings delineating the subject design area, identifying the location and size of all service connections, delineating areas in which recycled water service is to be applied and/or excluded, and showing the nearest major street(s).

B. City Evaluation

Upon receipt of an application for recycled water use, the Engineer shall review the application and make such investigation as the Engineer deems necessary. An evaluation shall be performed that will establish that all information submitted is consistent with the Recycled Water Ordinance, these Rules and Regulations, and the requirements of the regulatory agencies.

C. Plan Approval

Plan approval shall be consistent with Section 2.0 of these rules and Regulations.

D. Service Scheduling

In order to maintain acceptable working conditions throughout the recycled water distribution system, the City may schedule the delivery of recycled water to sites. Such scheduling may involve programming deliveries to different users and/or to various portions of a single user's on-site system. Any scheduling shall take into account the constraints of regulatory agencies, the requirements of these Rules and Regulations, and the operating constraints of affected Users.

E. Relation of Property to Service

A service connection shall not be used to supply adjoining property of a different owner.

F. Metering

All recycled water used on any premises where a City meter is installed shall pass through that meter. Users shall be held responsible and charged for all water passing through the City meter. Users of recycled water shall permit an agent of the City Engineer to read the meter on a monthly basis.

G. Initiation of Service

Following final inspection, testing, and approval of the recycled water facilities by the City, the Applicant shall submit in writing a date for initial receipt of recycled water. City water initiation procedures for the recycled water service shall be the same as established for the potable water system.

3.2 REPORTING

The following items shall be reported by the City to the User:

A. The quantity of recycled water delivered to the User during the billing period, to be submitted as part of the City's billing for recycled water service and based on readings taken from the City's meter.
B. The quality, including treatment type and constituency, of recycled water delivered to the user, to be submitted only at the specific request of the user.

The following will be reported by the User to the City:

A. Immediately, the discovery of a cross connection with any other water system.
B. Within 48 hours, any unauthorized discharges of recycled water from the User's site.
C. Within 2 weeks, any changes in Site Supervisor.
D. Annually, the quantity, frequency and type of fertilizer applied to the user site.

3.3 INDEMNITY CLAUSE

The City is not responsible for any damage associated with the delivery of recycled water. This includes, but is not limited to, connections to the recycled water system, infrastructure connected to the recycled water system, parcels adjoining parcels using recycled water, and all incidental losses due to the failure to supply recycled water.

CITY OF WOODLAND

SUMMARY OF PROPOSED ORDINANCE ADDING ARTICLE XIV TO CHAPTER 23C OF THE WOODLAND MUNICIPAL CODE RELATED TO RECYCLED WATER SERVICE

At a meeting of the City Council of the City of Woodland to be held on May 5, 2015 the Ordinance as described below will be considered for adoption for the following purpose:

Add Article 23C-14 to the Woodland Municipal Code related to Recycled Water Service. The ordinance will outline the rules and regulations developed to govern the distribution of recycled water. The use of water recycled from municipal wastewater is regulated by the California Regional Water Quality Control Board (RWQCB). California Water Code Section 13551 establishes a state policy to encourage the use of recycled water. Permission to use recycled water is based on the ability to adequately treat municipal wastewater. The City of Woodland's Water Pollution Control Facility (WPCF) currently produces Title 22 tertiary treated effluent (wastewater) which is suitable for a wide variety of uses including industrial processes, cooling, and landscape irrigation.

A full copy of the proposed Ordinance is on file in the office of the City Clerk, 300 First Street, Woodland, CA. Should this Ordinance be approved by City Council at the above-mentioned meeting, the Ordinance itself shall become effective 30 days following such passage.

DATED: April 20, 2015 Ana B. Gonzalez, City Clerk

Woodland Recycled Water Project

File #: 14-775, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Public Hearing on the Fiscal Year 2015-2016 Community Development Block Grant Annual Action Plan and Authorization for Submittal of Action Plan

Recommendation for Action: Staff recommends that the City Council hold a public hearing and approve the 2015-16 Community Development Block Grant Annual Action Plan.

The City Council's approval is based on taking the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2015-16 Community Development Block Grant (CDBG) Action Plan (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2015-16 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment B);
3. Direct staff to complete the FY 2015-16 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2015-16 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the 2015-2019 CDBG Consolidated Plan goals to reduce slum and blight conditions and assisting low and moderate income people.

Staff Contact

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

Fiscal Impact

The total allocation for Administration for FY 2015-16 is $90,000 and offsets the General Fund expenditure for the administration of the CDBG program.

The CDBG allocation recommended for the Engineering Division's ADA Accessibility Program (ADA compliant curb ramps, sidewalks, and driveways) relieves the General Fund of an expense in the amount of $135,845. The CDBG allocation recommended has allowed a mandated project that otherwise would not be funded, to proceed as required by the State of California.

Background

As a CDBG entitlement recipient, the City receives an annual CDBG funding allocation from the Federal government (U.S. Department of Housing and Urban Development or HUD) and the funding must be used for activities that assist lower-income persons, eliminate conditions of slums and blight from the community, or meet an urgent need. For FY 2015-16, the City's allocation is $421,775, a $24,493 (or 5.49 percent) reduction from the FY 2014-15 allocation of $446,268. The City is augmenting its entitlement funding with program income (revenue from the repayment of CDBG housing and microenterprise loans during FY 2014-15) in the amount of $28,225 (estimate) for a total of $450,000 in CDBG resources available for new allocation during FY 2015-16. (The program income received during FY 2014-15 will be receipted and drawn down through IDIS, HUD's online disbursement system.)

Overview of FY 2015-16 CDBG Budget

Table 1 (Attachment C) displays the breakdown of the allocation of $421,775, estimated program income of $28,225, and unexpended funds totaling an estimated $418,504.30 available in the City's FY 2015-16 CDBG program. See Attachment D for the CDBG Review Panel and staff's recommended funding allocations.

Discussion

The CDBG Review Panel met on March 24, 26, and 27, 2015 to review the Fiscal Year 2015-16 CDBG applications and recommend funding levels. The panel was composed of three members: Jon-Paul Valcarenghi (Parks and Recreation Commission), Marco Lizarraga (Planning Commission), and Pat Murray (public representative). The City received seven project applications for infrastructure activities with a cumulative funding request of $736,773 and twelve program applications for public service activities with a cumulative funding request of $130,000.

Under CDBG regulations no more than 15 percent (or $67,500) of the City's allocation and available program income, a cumulative total of $450,000, can be used for public services and no more than 20 percent (or $90,000) can be used for administration. This leaves 65 percent (or $292,500) remaining for projects.

On March 3, 2015 the City Council discussed CDBG funding priorities for Fiscal Year 2015-16 and the City Council reiterated its support for reserving at least 40 percent of the available public service funds for food and shelter programs.

Public Infrastructure (Available CDBG Funds $292,500) - The Review Panel/staff recommend funding for four of the seven applications submitted. A detailed listing of the Review Panel's recommendations and related information is attached to this report while a summary is provided below.

Applications Recommended and Funding Amounts:

- Yolo Family Service Agency, Re-Roof/Drought Tolerant Landscaping - $13,000
- City of Woodland, ADA Accessibility Project - $135,845
- New Hope Community Development Corporation, Cottonwood Meadows Re-Roof - $75,655
- Friends of the Mission, Affordable Housing Interior Rehabilitation Project - $68,000

Applications Not Recommended and Funding Request Amount:

- Friends of the Mission, Walter's House Paint & Volunteer Project - $28,734
- St. John's Retirement Village, Inc., Communication and Safety - $14,253

- St. John’s Retirement Village, Inc., Cooling Towers for PCU and Manors - $85,000

Public Services (Available CDBG Funds $67,500) - The Review Panel/staff recommended funding for eight of the twelve applications submitted. A detailed listing of the Review Panel’s recommendations and related information is attached to this report while a summary is provided below.

Applications Recommended and Funding Amounts:
- Planned Parenthood Mar Monte, Teen Success - $6,000
- CommuniCare Health Centers, Health Care for Uninsured Youth & Adults - $6,000
- Northern California Children’s Therapy Center, Project Hope for Children - $6,000
- Yolo Wayfarer Center DBA Fourth and Hope, Emergency Shelter Services - $11,000
- Yolo Community Care Continuum, New Dimensions Supported Housing - $10,000
- Elderly Nutrition, Home Delivered Meals to Low Income Seniors - $10,000
- Empower Yolo, Shelter Services - $8,500
- Legal Services of Northern California, Fair Housing Services - $10,000

Applications Not Recommended and Funding Request Amount:
- Yolo County CASA, CASA-AmeriCorps Partnership - $7,500
- Woodland Farmer’s Market, Healthy Living Program - $6,000
- Short Term Emergency Committee, Woodland Homeless Prevention Program - $12,000
- Yolo Family Resource Center, Homeless Housing Program - $10,000

It should be noted that the City pursuant to a 2005 Voluntary Compliance Agreement and Conciliation Agreement is required to provide Legal Services with annual funding of at least $10,000 for fair housing services as long as the City receives CDBG funding.

Each year the City has a limited amount of CDBG funds available for programs. No more than fifteen percent of the City’s CDBG allocation and program income (repaid CDBG loans) from the previous year can be used for programs. Of the $67,500 allocated for public service programs, 58.5 percent has been recommended for food and shelter programs: Yolo Wayfarer Center ($11,000 for Emergency Shelter Services), Yolo Community Care Continuum ($10,000 for New Dimensions Supported Housing), Elderly Nutrition Program ($10,000 for Home Delivered Meals to Low Income Seniors), and Empower Yolo ($8,500 for Shelter Services). It has been the City’s policy to allocate at least 40 percent of the public funds for food and shelter programs. While the Yolo Wayfarer Center and Empower both operate shelters, Empower Yolo serves a subset of the homeless population - victims of domestic violence, sexual assault, stalking and trafficking.

To evaluate the applications the Review Panel followed the same application rating and ranking system which was implemented for the 2007-08 program year after City Council approval. The rating and ranking system is an objective system that scores the applications based on the following criteria: benefit to low and very low income persons; activity need and justification; reasonableness of cost estimates; activity management and timeliness; experience, past performance, and organizational capability; and project budget - evidence of sufficient funding. The rating and ranking system was revised recently as part of the 2015-19 CDBG Consolidated Plan adoption last month in order to make the system less burdensome for use by CDBG Review Panel members. The revised rating and ranking system will be implemented during the 2016-17 program year.

Staff is recommending the City Council to approve the CDBG funding allocations recommended by the Review Panel and staff for public service and public facility projects and programs outlined in the attached

2015-16 Action Plan. These funding allocations will provide needed support to the community's public services, such as food, shelter, and fair housing counseling. On the project side, the funding allocations will include projects to construct accessibility improvements and provide for affordable housing rehabilitation.

Public Contact

Information regarding the CDBG program was provided to the public through a Notice of Funding Available (NOFA) published on February 11, 2015 in the Woodland Daily Democrat and posted to the City's website. Emails were sent to applicants and other interested parties on February 6, 2015 and a public meeting was held on February 23, 2015 to explain the City's CDBG application and funding allocation process. A public meeting to announce the CDBG Review Panel recommendations for the 2015-16 CDBG program year was held on April 23, 2015 and a notice for the meeting was published on April 12, 2015 in the Woodland Daily Democrat. The draft 2015-16 Annual Action Plan was made available for public review and comments starting on May 20, 2015 and extending through June 19, 2015. In addition, public comments may be submitted at tonight's public hearing. The combined public hearing notice/availability of Draft 2015-16 Annual Action Plan was published in the Daily Democrat newspaper on May 20, 2015 and posted to the City's website. The Draft 2015-16 Annual Action Plan has been posted to the City's website and copies of the draft plan are also available for public review at the Woodland Community and Senior Center (Community Development Department's public counter) and City Hall (Community Development Department's public counter). This item was also posted on the City's website as part of the June 2, 2015 City Council Agenda.

The Short Term Emergency Aid Committee (STEAC) submitted the attached letter and background information (Attachment E) on its programs. STEAC applied for CDBG funds for its Woodland Homeless Prevention Program, but the CDBG Review Panel did not recommend funding. While STEAC does not have a facility in Woodland, a significant amount of its clients are Woodland residents.

Conclusion

Staff recommends that the City Council hold a public hearing and approve the 2015-16 Community Development Block Grant Annual Action Plan.

The City Council's approval is based on taking the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2015-16 Community Development Block Grant (CDBG) Action Plan (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2015-16 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment B);
3. Direct staff to complete the FY 2015-16 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2015-16 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the CDBG Consolidated Plan goals to reduce slum and blight conditions and assisting low and moderate income people.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

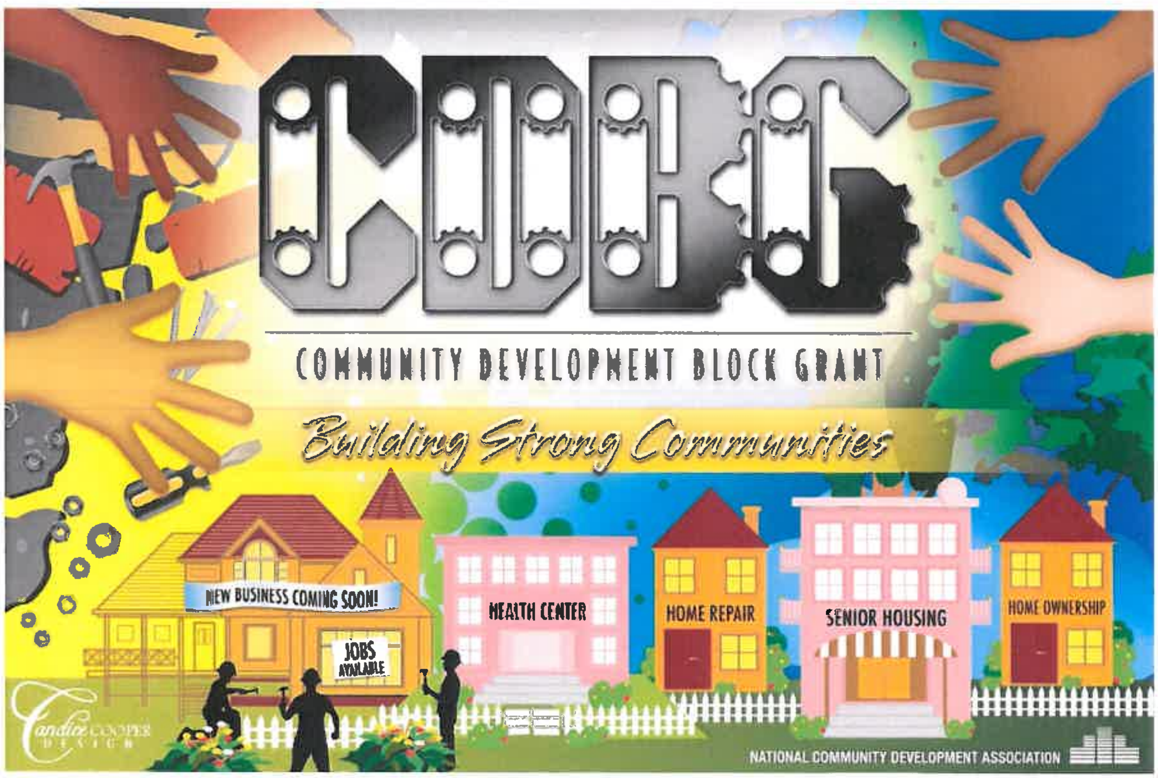
Paul Navazio
City Manager

Attachments:
Attachment A, Draft Action Plan FY 2015-16
Attachment B, City Council Resolution
Attachment C, Overview of Proposed FY 2015-16 CDBG Budget
Attachment D, Funding Recommendations
Attachment E, Letter from Short Term Emergency Aid Committee

2015-2016 Program Year

City of Woodland

DRAFT Action Plan



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Executive Summary

The Fiscal Year 2015-2016 Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Woodland. It is a portion of the implementation of the five-year Consolidated Plan, and provides a detailed summary of how the City's annual Community Development Block Grant (CDBG) entitlement will be spent in the coming year. Both the Consolidated Plan and the Action Plan are implemented by the City's community development staff.

In FY 2015-16, the City will receive $421,755 in HUD CDBG Entitlement program funds and have available an estimated $28,245 in CDBG Program Income received during FY 2014-15. This results in total CDBG resources of $450,000 for FY 2015-16.

City staff encouraged citizen participation throughout the Action Plan process. This included holding public meetings, consulting local organizations, and encouraging input from the public during the review process. Using research and input from the public, City staff formulated the objectives and outcomes that are briefly described below.

Introduction

The 2015-16 Action Plan establishes the specific actions that will be taken to continue to address the City's priority needs and strategies. The Action Plan is submitted on an annual basis throughout the five-year period of the 2015-2019 Consolidated Plan. This Action Plan is for the 12-month period from July 1, 2015 to June 30, 2016.

To set annual priorities to meet the housing and non-housing needs in the City of Woodland, information was evaluated and analyzed from the data and needs assessment provided in the Consolidated Plan. The Action Plan is also based on input from the citizen participation process described below including the identification of priority community development needs.

Consistent with the overall goals of the U.S. Department of Housing and Urban Development, the City has identified the following five-year goals to pursue during 2015-2019.

GOALS

- Promote the development of affordable housing in the City to meet the needs of very-low and low to moderate-income households as outlined in the Housing Element (2013 – 2021) of the General Plan and the City's 8-year Implementation Housing Component.
- Revise the City's Inclusionary Housing Ordinance (6A) and Spring Lake Affordable Housing Ordinance to improve the Inclusionary Housing Ordinance Program and increase homeownership for low-income households.
- Support the preservation, maintenance and improvement of existing housing and the replacement of unsafe or dilapidated housing.
- Provide fair housing services to ensure that persons regardless of race, creed, color, national origin, religion, sex, family status, age, or handicap/disability have an equal opportunity to secure decent housing and are treated fairly in dealing with landlords, real estate brokers and lenders.
- Continue to support programs to address the need for emergency and transitional housing.
- Continue to support programs to transition homeless persons to permanent housing.
- Continue to support programs for the prevention of homelessness.
- Facilities for youth centers and parks/recreation.
- Accessibility for the physically disabled particularly through ADA improvements.

- Emergency food and shelter for the homeless and at risk homeless, youth services, health services, crime awareness activities, and fair housing counseling
- Job training, placement and other types of employment services.
- Partner with private commercial developers to develop/redevelop existing vacant or underutilized commercial sites in CDBG eligible areas.

All activities included in the Action Plan must meet at least one of three national objectives of the CDBG program. Those objectives are:

1. Provide benefit to low- and moderate-income persons;

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency.

This Action Plan outlines the City of Woodland's plan for the use of CDBG funds for the 2015-16 Program Year (PY) and includes a description of all planned housing and community development activities. The Action Plan also includes a description of citizen participation efforts and discussions on lead-based paint, anti-poverty strategy, fair housing, and coordination with other agencies.

A. ANNUAL FUNDING SOURCES

Introduction

The City's CDBG grantee entitlement is $421,755 for FY 2015-16 and estimated program income of $28,245 for a total of $450,000 in CDBG resources available during FY 2015-16. Of the available resources, 20% or $90,000 may be used for planning and administrative costs. A maximum of $67,500, or 15% of the available resources, may be used for public services. At least 70% of all expenditures must benefit low- and moderate-income households.

During FY 2015-16, the City of Woodland will utilize several federal, state, local and private resources to address housing and community development needs. Additionally, the City is actively seeking funding to address low- and moderate-income community development needs through a variety of funding sources. Below is a summary of the major funding resources that will be used to carry out activities.

CDBG Entitlement

The U.S. Department of Housing and Urban Development officially notified the City of Woodland on February 10, 2015 of its 2015 PY allocation. The City will receive an allocation of $421,755. CDBG funds can be used to address a wide range of activities including acquisition, rehabilitation, public facilities and infrastructure improvements, public services, and homeless assistance. The level of need for each project is determined by a Consolidated Plan Priorities Table and included in the Action Plan (this table is located in **Appendix A**).

Program Income

The City of Woodland receives program income from loan payoffs, lien repayments and other scheduled monthly loan payments. When housing rehabilitation or business loan payments/payoffs are made the revenue is recorded as program income. For FY 2014-2015, the City estimates it will receive $28,245 in program income which will be receipted and drawn down via CDBG's online disbursement system (IDIS) during FY 2015-16.

Unexpended Funds

Outstanding program years prior to PY 2014-15 include PY 2009-10 (1 project), PY 2011-12 (1 projects), PY 2012-13 (1 projects), and PY 2013-14 (2 projects). For the Supportive Housing Rehabilitation (2009-10) at 166 College Street, dry rot repair and exterior paints are the remaining items before the project can be completed. In May 2015 the City, Wave Broadband, and Yolo County executed the Wave Broadband Shared Services Agreement. The execution of the agreement will allow a number of improvements to the City's existing fiber network. One of the improvements will include the installation of a fiber line to Woodland Community College (WCC). The connection to WCC will then allow a fiber line to be run on the WCC campus which will be partially funded with 2011-12 CDBG funds. The water line installation for the Sacramento Valley Historic Train Depot (PY 2012-13) was completed and remaining funds, approximately $20,000, will likely be used for ADA improvements. Yolo County Housing's Site Preparation for New Education/Recreation/Boxing Club Facility (PY 2013-14) involves the preparation of demolition, architectural design, and engineering plans. The demolition plan has been completed and design plans are being prepared. The City of Woodland's ADA Accessibility Project (PY 2013-14) was completed in Summer 2014 and the remaining funds from the project, $8,428.84, will be spent with the City's PY 2014-15 ADA Accessibility Project and the work will be completed in Summer 2016.

Other Resources

Since 2006 the City has used CalHome, BEGIN, HOME, redevelopment tax-increment, and HOME/CDBG Program Income funds to provide homebuyer assistance to low- and moderate-income homebuyers. Through CalHome, BEGIN, and HOME Program Income (repaid housing loans) the City has funding as of May 2015 available to assist an estimated eight to ten first time homebuyers. These are households that earn no more than 80 of the countywide median income, adjusted for household size.

The City in partnership with the Homeless Coordinator and the Yolo Wayfarer Center annually applies for funding for homeless assistance and service provider programs. The City of Woodland received the following grant renewals under the 2014 (payment year 2015-16) HUD Continuum of Care (CoC) Program.

- Transitional Housing 2014 ($144,998)
- Permanent Supportive Housing (2009 PSH) for Chronically Homeless Individuals ($23,806 grant)
- Permanent Supportive Housing (2010 PSH) for Chronically Homeless Families ($24,007 grant)
- Reallocation (2012) to Service Chronically Homeless Families ($14,803 grant)

In addition, the City was awarded a reallocation project ($9,070 grant) to service the chronically homeless.

At the local level, the City may defer building permits/plan check fees and development impact fees, and use housing monitoring fees to further develop, promote, and preserve affordable housing.

Citizen Participation

On February 11, 2015 a Notice of Funding Available (NOFA) for the CDBG FY 2015-2016 funding round was published in the *Daily Democrat* newspaper and on February 6, 2015 an email notification for the NOFA and the February 23, 2015 applicant workshop was sent to past applicants and other potential applicants. The email included attachments for the CDBG application and the public schedule for the City's 2015-16 CDBG process. An application workshop was held on February 23, 2015 at the Woodland Community and Senior Center.

In March 2015, the CDBG Review Panel, which consisted of a member of the Woodland Parks and Recreation Commission, a member of the Woodland Planning Commission, and a community member reviewed CDBG proposals and made funding recommendations for the CDBG program. After the Review Panel's funding recommendations had been determined, a public meeting was noticed in the *Daily Democrat* and held on April 23, 2015 to announce the Review Panel's recommendations and receive comments. Citizens were notified in a public notice published in the *Daily Democrat* May 20, 2015 that the draft 2015-16 City of Woodland Annual Action Plan was available for citizen review and comment. During the 30-day comment period from May 20, 2015 through June 19, 2015 the Annual Action Plan was made available to the public at the Woodland Community and Senior Center and the Woodland City Hall.

Citizens' Comments and Public Notices
Include comments submitted.

On June 2, 2015 the Woodland City Council held a public hearing on the draft 2015-16 CDBG Annual Action Plan. *Include comments submitted at public hearing.* Public notices are included in **Appendix B**.

Coordination and Institutional Structure

The City will continue to focus on improving coordination and eliminating gaps in the institutional structure. The City has continued the liaison between the City and Yolo County Housing (Housing Authority) and consulted with them on other development opportunities within the City. In addition, the City continues to work to improve communication between City departments and divisions, including the Building, Finance, Development Engineering, Planning, Public Works, and Community Services.

Integrated Approach/Vision

As stated in the Five-Year Strategic Plan, the City has integrated several required programs and plans into its Consolidated Plan to ensure that City government and related agencies work together on a uniform vision for the benefit of residents of the City. The CDBG work program reflects objectives that are contained in these plans and programs.

CDBG Work Program

The City Council approved funding allocations for FY 2015-16 on June 2, 2015. The list of projects, with additional information, can be found in Table 3C, **Appendix C**. The CDBG program will be implemented in accordance with the HUD Certifications presented in **Appendix D**. These projects are consistent with priority needs and the five-year goals identified in the Consolidated Plan.

As part of the 2015 – 2019 Consolidated Plan process the City revised its CDBG application rating and ranking system to make the system less burdensome for use by CDBG Review Panel members. The system will continue to assign a maximum score of 100 points for applications and rating applicants on their past performance in administering CDBG funds or their organizational capabilities to implement a CDBG program or project. The City adheres to a minimum public service grant of $6,000 and reserves a minimum 40 percent of all public service funds to food and shelter programs.

A summary of the specific activities that will be implemented with the allocation of 2015-16 CDBG Entitlement funds ($421,755), Program Income received during FY 2014-15 (estimate of $28,245) and unexpended funds ($418,504.30) is provided in **Table 1**.

Table 1 - CDBG Summary Table 2015-16 (NOTE 1)

CDBG Program/Activities	Sources		
	2015-16 Entitlement and PI (NOTE 2)	Unexpended prior year funds	Total Funds Available
Planning and Administration	**$90,000.00**	**$31,763.81**	**$121,763.81**
Subtotal Planning and Administration	**$90,000.00**	**$31,763.81**	**$121,763.81**
Public Facilities and Improvements			
Yolo Family Service Agency Re-Roof	$13,000.00		**$13,000.00**
COW ADA Accessibility Program	$135,845.00		**$135,845.00**
NHCDC Cottonwood Meadows Re-Roof	$75,655.00		**$75,655.00**
FOM Affordable Housing Project (Interior Rehab)	$68,000.00		**$68,000.00**
St. John's Backflow Device Installation (14/15)		$33,000.00	**$33,000.00**
YCH 1224 Lemen Abatement and Demo (14/15)		$94,033.00	**$94,033.00**
COW ADA Accessibility Program (14/15)		$125,343.00	**$125,343.00**
COW ADA Accessibility Program (13/14)		$8,428.84	**$8,428.84**
YCH Site Prep New Ed/Rec/Boxing Fac (13/14)		$40,718.66	**$40,718.66**
Sac Valley Historic Train Depot (12/13)		$23,210.28	**$23,210.28**
WCC Digital Media/Motion Graphics (11/12)		$22,000.00	**$22,000.00**
YCCC Supportive Housing Rehab (09/10)		$10,775.06	**$10,775.06**
Subtotal Public Facilities and Improvements	**$292,500.00**	**$357,508.84**	**$650,008.84**
Public Services			
Planned Parenthood Mar Monte Teen Success	$6,000.00		**$6,000.00**
CommuniCare Health Care	$6,000.00		**$6,000.00**
NCCTC Project Hope for Children	$6,000.00		**$6,000.00**
Yolo Wayfarer Center Emergency Shelter	$11,000.00		**$11,000.00**
YCCC New Dimensions Supportive Housing	$10,000.00		**$10,000.00**
Elderly Nutrition Home Delivered Meals	$10,000.00		**$10,000.00**
Empower Yolo Shelter Services	$8,500.00		**$8,500.00**
LSNC Fair Housing Services	$10,000.00		**$10,000.00**
YCCC New Dimension Supportive Housing (14/15)		$5,124.52	**$5,124.52**
PPMM Teen Success (14/15)		$3,000.00	**$3,000.00**
YFRC Homeless Rapid Re-housing (14/15)		$7,000.00	**$7,000.00**
LSNC Fair Housing Services (14/15)		$5,000.00	**$5,000.00**
Yolo Wayfarer Center Emergency Shelter (14/15)		$3,750.88	**$3,750.88**
CASA - AmeriCorps Partnership (14/15)		$5,356.25	**$5,356.25**
Subtotal Public Services including unexpended prior year funds	**$67,500.00**	**$29,231.65**	**$96,731.65**
Total Amount for CDBG Activities for FY 2015-16	**$450,000.00**	**$418,504.30**	**$868,504.30**

NOTE 1 - Unexpended funding balances are as of May 14, 2015 based on IDIS draws of CDBG funds.

NOTE 2 - FY 2015-16 entitlement amount is $421,775 and available program income is $28,245 (estimate).

Summary of Proposed Projects and Programs

The following text summarizes each of the proposed activities in each category:

PLANNING AND ADMINISTRATION AND SECTION 108 ACTIVITIES:

1) Program: CDBG Administration
   Agency: City of Woodland
   Funding Amount: $90,000
   HUD Matrix Code: 21A General Program Administration
   Citation: 570.206

CAPITAL AND OTHER PROJECTS:

1) Project: Re-Roof of Building 3
   Agency: Yolo Family Service Agency
   Funding Amount: $13,000
   HUD Matrix Code: 03 Public Facilities
   Citation: 570.201(c)
   National Objective: 570.208(a)(2) – Low/Mod Limited Clientele

   Description:
   Many of the tiles on the existing roof at Building 3 are broken and the type of tiles used is no longer manufactured. The roof needs to be replaced before it starts leaking. The replacement of the roof will extend the life of the building and enhance the quality of services that the Yolo Family Service Agency (YFSA) provides to its clients. YFSA provides preventive mental health services to strengthen families in Yolo County.

2) Project: ADA Accessibility Program
   Agency: City of Woodland
   Funding Amount: $135,848
   HUD Matrix Code: 03L Sidewalks
   Citation: 570.201(c)
   National Objective: 570.208 (a)(2) – Low/Mod Limited Clientele

   Description:

   Funding will be used to construct ADA compliant curb ramps, sidewalks, and driveways. These improvements will be in various locations and correspond to locations that have been specifically requested by community members or located on the City's ADA Priority Route. This route was identified by staff in conjunction with the City's ad hoc ADA committee consisting of community members with disabilities. The route is coordinated with primary Yolobus routes through the City as they connect government, medical, and other institutions/facilities and high use corridors.

3) Project: Cottonwood Meadows Re-Roof/Solar Hot Water Panel and Storage Tanks Removal
   Agency: New Hope Community Development Corporation

Funding Amount:	$75,655
HUD Matrix Code:	14B Rehab; Multi-Unit Residential
Citation:	570.202(b)(2)
National Objective:	570.208 (a)(2) – Low/Mod Limited Clientele

Description:
Cottonwood Meadows is a low-income senior apartment complex constructed in 1987. The current roofing components (20-year composition three-tab asphalt shingles, gutters, and downspouts) were installed in 1987. The shingle tabs have curled and roofing leaks have occurred. The gutters and downspouts are rusted out in spots and replacement is recommended. The solar hot water panel and storage tanks were installed in 1987 to augment the complex hot water system. These components failed and were abandoned in place. The project will fund dry rot repairs at roofing areas, rain gutter and downspout replacement, removal of the solar hot water panel and storage tanks, and replacement of the existing roof.

4)

Project:	Affordable Housing Project – Interior Rehabilitation
Agency:	Friends of the Mission
Funding Amount:	$68,000
HUD Matrix Code:	03C
Citation:	570.201(c)
National Objective:	570.208(a)(2)(C)

Description:
The project will fund the interior rehabilitation of a seven-unit apartment complex constructed in 1994 that provides housing to very low-income and formerly homeless families and singles in Woodland.

PUBLIC SERVICES:

1)

Program:	Teen Success
Agency:	Planned Parenthood Mar Monte (PPMM)
Funding Amount:	$6,000
HUD Matrix Code:	05D Public Services
Citation:	570.201(e)
National Objective:	570.208(a)(2) – Low/Mod Limited Clientele

Description:
Teen Success is a specialized program designed for pregnant and parenting teen mothers, ages 12 to 19, and their offspring. The program supports and motivates teens to develop healthy alternatives to having additional children during adolescence; set and achieve short- and long-term goals; complete high school or a GED program; and develop a mature communication style to help foster a healthy relationship with their partners and children. Groups consist of two co-facilitators and 12 teen months from culturally diverse backgrounds. Free childcare and a nutritious snack are provided. Participants meet weekly for two hours over the course of a least a year.

The goal of weekly group meetings is to provide a supportive environment for teen mothers who are attempting to cope with two developmental milestones at once – adolescence and parenthood. Participants receive weekly stipends in the form of $10 and another $100 bonus for every 25 weeks of participating. These stipends/bonuses are an incentive to attend support group meetings and enable teen mothers to contribute to household expenses when they have no other income. Stipends/bonuses also can be a useful tool to help Teen Success mothers plan for the future and establish goals such as opening a savings account. Finally, each year Teen Success graduates are encouraged to apply for a competitive Planned Parenthood Mare Monte (PPMM) scholarship to pursue post-secondary education. The PPMM scholarship is supported by private donors and providers up to $2,000 for books and tuition at a vocational school, community college, or four-year university.

2) Program: Primary Health Care for Uninsured Youth and Adults
Agency: CommuniCare Health Centers
Funding Amount: $6,000
HUD Matrix Code: 05M
Citation: 570.201(e)
National Objective: 570.208(a)(2) – Low/Mod Limited Clientele

Description:
CommuniCare Health Centers is the only health care provider in Woodland offering comprehensive primary health care services to low income patients regardless of their health coverage status or their ability to pay for services. CommuniCare also provides services in case management, nutrition and health education, referral assistance, and enrollment assistance into health coverage program. Patients without any form of health coverage are requested to make payments based on a sliding fee scale, but many are without the means to pay even this nominal amount which covers only a portion of the cost of care they receive. As a policy, CommuniCare does not turn away patients if they cannot pay.

CommuniCare's Hansen Family Health Center in Woodland provided primary health care services in 2014 for 4,793 patients who accessed a total of 15,674 uninsured. A total of 88% of the Woodland patients are very low-income and remaining patients are low-income. CDBG funds will be used to provide health services for uninsured youth and adults.

3) Program: Project Hope for Children
Agency: Northern California Children's Therapy Center
Funding Amount: $6,000
HUD Matrix Code: 05D Youth Services
Citation: 570.201(e)
National Objective: 570.208(a)(2) – Low/Mod Limited Clientele

Description:
Project Hope for Children is a unique and specially developed program that provides health care access for special needs children through early intervention, socialization, and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence. Services provided through this program are directed toward children who are uninsured or underinsured and otherwise lack access to health care.

4) Program: Emergency Shelter Services (ESS)
Agency: Yolo Wayfarer Center – DBA Fourth and Hope

Funding Amount: $11,000
HUD Matrix Code: 05 Public Services
Citation: 570.201(e)
National Objective: 570.208(a)(2) – Low/Mod Limited Clientele

Description:
The program provides daily emergency food and shelter services to homeless and low-income citizens of Woodland and Yolo County, including weekday nutritional meals, case management, and access to mail, shower, telephone, and laundry facilities—in addition to providing referrals to agencies that provide rental and utility assistance, work needs, medicine, travel expenses, clothing, household items, and mental health services.

5) Program: New Dimensions Supportive Housing
Agency: Yolo Community Care Continuum (YCCC)
Funding Amount: $10,000
HUD Matrix Code: 05O Mental Health Services
Citation: 570.201(e)
National Objective: 570.208(a)(2) – Low/Mod Limited Clientele

Description:
CDBG funds will be utilized to help staff provide individualized services to residents of the New Dimensions Supportive Housing Project, a 15-unit affordable project for adults at risk of mental illness. Services provided include teaching independent living skills such as meal planning, shopping, cooking, cleaning, and laundry. Other services provided to the residents include locating housing, providing clinical and medical support, teaching vocational skills, and ensuring safety.

6) Program: Home Delivered Meals to Low Income Seniors
Agency: Elderly Nutrition
Funding Amount: $10,000
HUD Matrix Code: 05A Senior Services
Citation: 570.201(e)
National Objective: 570.208(a)(2) – Low/Mod Limited Clientele

Description:
The program provides frail homebound seniors with a home-delivered, hot, nutritious noon-time meal that is prepared fresh daily and served by volunteers throughout Yolo County. Many of the seniors who receive home-delivered meals are recently discharged from the hospital and are completely bedridden with no family support or other assistance in purchasing food and preparing meals.

7) Program Shelter Services
Agency: Empower Yolo
Funding Amount: $8,500
HUD Matrix Code:
Citation:
National Objective:

Description:
This program will provide emergency food and shelter for the homeless, who are among the special population, victims of domestic violence. Empower Yolo operates the only shelter in Yolo County that specifically serves victims of domestic violence, sexual assault, stalking and trafficking. More than just a temporary refuge, the Empower Yolo shelter also provides a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. During the course of their stay, every woman and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care. Programs offered at the shelter include case management, safety planning, weekly goal-setting and process groups, parenting classes, economic empowerment, life skills development, art therapy, and domestic violence education and support groups. The shelter provides individual, on-site therapy to the women and children residing at the shelter, as well as on-site legal and restraining order assistance, as needed. While the shelter is known as a safety net from violence, the less-known objective of the shelter program is to educate, empower, and support survivors in healing and rebuilding their lives free from violence.

8) Program: Fair Housing Services
Agency: Legal Services of Northern California (LSNC)
Funding Amount: $10,000
HUD Matrix Code: 05J Fair Housing Services
Citation: 570.206
National Objective: 570.208(a)(2) – Low/Mod Limited Clientele

Description:
The City will contract with Legal Services of Northern California to provide fair housing services through the Fair Housing Hotline Project, per its ongoing contract. This program provides free information and advice on fair housing issues, case intake and complaint processing, and investigation of alleged fair housing violations. Other services include fair housing education and outreach activities for rental property owners, managers, and consumers. During April, which is Fair Housing Month, the City holds a Fair Housing Workshop for housing providers and consumers. This activity is designed to affirmatively further fair housing objectives of Title VIII of the Civil Rights Act of 1968.

FUNDS FROM PREVIOUS YEARS:
There is some funding for capital improvement projects that will carry over from year-to-year. These programs, the amounts being carried into 2015-16, and the year the funds were originally allocated are listed below.

1) Program: St. John's Retirement Village, Inc. Backflow Device Installation
Year: 2014-15
Carryover amount: $33,000

2) Program: Yolo County Housing 1224 Lemen Avenue Abatement and Demolition
Year: 2014-15
Carryover amount: $94,033

3) Program: City of Woodland ADA Accessibility Program
Year: 2014-15
Carryover amount: $125,343

4) Program: City of Woodland ADA Accessibility Program
Year: 2013-14
Carryover amount: $8,428.84

5) Program: Yolo County Housing Site Prep New Education/Recreation/Boxing Club Facility
Year: 2013-14
Carryover amount: $40,718.66

6) Program: Sac Valley Historic Train Depot
Year: 2012-13
Carryover amount: $23,210.28

7) Program: Woodland Community College Digital Media/Motion Graphics
Year: 2011-12
Carryover amount: $22,000

8) Program: Yolo Community Care Continuum Supportive Housing Rehabilitation – 166 College Street
Year: 2009-10
Carryover amount: $10,775.06

While there is a balance remaining for the FY 2014-2015 public services projects, most of the funds will be expended by the end of 2015.

GENERAL PRIORITIES FOR ALLOCATING INVESTMENT GEOGRAPHICALLY

The City will focus program projects and activities for the community's low- and moderate-income residents. The projects will focus on improving existing infrastructure that does not meet current standards and they include the Yolo Family Service Agency's Re-Roof, City of Woodland's ADA Accessibility Program, New Hope Community Development Corporation's Cottonwood Meadows Re-Roof, and Friends of the Mission's Affordable Housing Project, Interior Rehabilitation. Program activities that benefit low- and moderate-income individuals and households, including public service, will be available on a citywide basis to income-eligible households. (Referenced areas can be found on the map in **Appendix E**).

RELATIONSHIP OF ACTIVITIES TO FIVE-YEAR GOALS AND STRATEGIES

HOUSING STRATEGY

STRATEGY: Utilize the City's Inclusionary Housing Ordinance and First-time Homebuyer Program to promote the development of affordable ownership and rental housing

Goal: The City will work to develop at least 75 Multi-family and/or single-family affordable housing units over the next five years and revise the Inclusionary Housing Ordinance to increase homeownership opportunities.

Expected Outcome 2015-16: While the City does not have a first time homebuyer grant at this time, funding is available from HOME, BEGIN, and CalHome Program Income (repaid housing loans) to assist first time homebuyers. It is estimated that the available funds are sufficient to assist eight to ten first time homebuyers purchasing new or resale homes.

STRATEGY: Maintain and Improve Affordable Housing Monitoring program for rent-restricted units.

Goal: The City will continue to annually monitor the current inventory of more than 1,131 affordable multifamily rental units/apartments and senior designated housing units.

Expected Outcome 2015-16: City staff will monitor the current inventory to ensure that the affordability restrictions are being met. Activities will include on-site monitoring visits to multi-family projects, desk reviews of multi-family projects, and mailings to owner-occupied affordable units to verify continued residency.

STRATEGY: Partner with for-profit and non-profit housing developers for the development and/or rehabilitation of affordable housing by exploring various funding mechanisms including Federal Tax Exemption Bonds, Mortgage Revenue Bonds, Low Income Housing Tax Credits, Section 108, State of California HOME funds, and other new grant programs as they become available, and private financing.

Goal: The City will work to develop or rehabilitate 100 affordable housing units over the next five years.

Expected Outcome 2015-16: With $68,000 in CDBG funds, the Friends of the Mission's (FOM) Affordable Housing Project will result in the interior rehabilitation of FOM's seven unit apartment complex at 925 North Street. The complex serves very low-income and formerly homeless families and singles in Woodland.

STRATEGY: Preserve the City's existing housing stock for owner-occupied low- and moderate-income single-family residential units through the CDBG and other State funded Residential Rehabilitation Loan and Grant programs.

Goal: Rehabilitate 5 units over the next five years.

Expected Outcome 2015-16: The City maintains an interest list for homeowners seeking rehabilitation loans. At this time the City does not have funding for owner occupied rehabilitation projects.

STRATEGY: Continue to contract with a Fair Housing Agency to provide a variety of fair housing services including landlord tenant counseling and fair housing education.

Goal: Assist approximately 500 Woodland households with discrimination allegations, dispute, counseling and education and outreach during the five years of the Plan.

Expected Outcome 2015-16: Legal Services of Northern California will use $10,000 in CDBG funds to provide fair housing services to Woodland residents.

HOMELESSNESS

***STRATEGY*:** Work with the County Homeless Coordinator and Homeless and Poverty Action Coalition to identify housing programs, support services and homeless prevention programs to address the needs of the homeless.

Goal: Ensure that homeless programs are effectively operated, new programs are added to meet gaps in services, and continue to partner in the Homeless Coordination Project.

Expected Outcome 2015-16: The City has participated in the Countywide Homeless Coordination Project with the other cities in the county and Yolo County. The City has contributed $20,000/year towards this effort which funds a countywide homeless coordinator and the cold weather shelter (Yolo Wayfarer Center) in Woodland. The three-year contract between Yolo County and the cities for the project expires on June 30, 2015; however, the project is expected to continue with a new contract being executed. Meanwhile, the City will provide CDBG funds to support Wayfarer's emergency shelter ($11,000 grant), Yolo Community Care Continuum's New Dimensions Supported Housing ($10,000 grant) to house mentally ill adults at risk of homelessness, and Empower Yolo's emergency shelter ($8,500 grant) to assist survivors of domestic violence, sexual assault, stalking and trafficking.

***STRATEGY*:** Continue to fund agencies that provide emergency housing assistance and support services to assist the homeless and persons threatened with homelessness.

Goal: Assist approximately 1,000 Woodland residents during the five years of the Plan.

Expected Outcome 2015-16: The City has participated in the Countywide Homeless Coordination Project with the other cities in the county and Yolo County. The City has contributed $20,000/year towards this effort which funds a countywide homeless coordinator and the cold weather shelter (Yolo Wayfarer Center) in Woodland. The three-year contract between Yolo County and the cities for the project expires on June 30, 2015; however, the project is expected to continue with a new contract being executed.

The City will provide CDBG funds to support Wayfarer's emergency shelter ($11,000 grant), Yolo Community Care Continuum's New Dimensions Supported Housing ($10,000 grant) to house mentally ill adults at risk of homelessness, and Empower Yolo's emergency shelter ($8,500 grant) to assist survivors of domestic violence, sexual assault, stalking and trafficking. The Elderly Nutrition Program will receive $10,000 in CDBG funds to provide home delivered meals to low income senior citizens in Woodland.

Funding Announcement for Continuum of Care (Housing) Program Competition

This week the U.S. Department of Housing Urban Development (HUD) released the results of the FY 2014 Continuum of Care (CoC) Program Competition.

The City in partnership with the Yolo Wayfarer Center will receive five grants through the 2014 (payment year 2015-16) Continuum of Care (CoC) Program. Wayfarer will operate the federally-funded projects.

- Permanent Supportive Housing (2009) for Chronically Homeless Individuals ($23,806 in CoC funds)
- Permanent Supportive Housing (2010) for Chronically Homeless Families ($24,007 in CoC funds)
- Reallocation Project (2012) for Chronically Homeless Families ($14,803 in CoC funds)
- Reallocation Project for Chronically Homeless ($9,070 in CoC funds)
- Transitional Housing ($144,998 in CoC funds)

PUBLIC FACILITIES AND INFRASTRUCTURE

STRATEGY: Continue the City's activities and efforts to remove materials and architectural barriers that restrict the mobility and accessibility of elderly and handicapped persons to public facilities within the City.

Goal: Complete five public improvement projects over the next five years to remove architectural barriers.

Expected Outcome 2015-16: The City of Woodland's ADA Accessibility Project received $135,845 in CDBG funds for the construction of ADA compliant ramps, sidewalks, and driveways. The project locations correspond to locations that have been specifically requested by community members or are located on the City's ADA Priority Route. The route was identified by staff in conjunction with the City's ad hoc ADA committee consisting of community members with disabilities. The route is coordinated with the primary Yolobus routes through the City as they connect to government, medical, and other institutions/facilities and high use corridors.

STRATEGY: Construction or rehabilitation of public facilities providing youth services.

Goal: Construct public facility improvements at a minimum of two such facilities during the next five years.

Expected Outcome 2015-16: Yolo County Housing continues to work on the site plan/design for its New Education/Recreation/Boxing Club Facility (FY 2013-14 CDBG funding) planned for 1224 Lemen Avenue. Additional CDBG funding was provided in FY 2014-15 for the abatement of the lead paint/asbestos present in the building and the actual demotion of the building. This work is expected to occur in 2015-16. The City Council last year approved a funding allocation of up to $475,000 in Measure E funds (sales tax receipts) toward the renovation of the City Hall Annex building for use by the Woodland Opera House to operate theatre and dance programming. In addition, the City Council approved a $1/year lease for the annex. The programs operated in the annex will focus on Woodland youth.

STRATEGY: Construction or rehabilitation of parks/recreational facilities.

Goal: Construct public facility improvements at a minimum of five such facilities during the next five years.

Expected Outcome 2015-16: The City in February 2015 applied for a State Housing Related Parks Program (HRPP) grant. If the grant application is approved and the City receives the maximum funding available, park improvements will be constructed/installed at four parks (Christiansen, City, Everman, and Campbell) located in low-moderate income census blocks. The improvements will occur over a two year period starting in calendar year 2016.

<u>PUBLIC SERVICES</u>

STRATEGY: The City will continue to fund agencies that provide assistance to the homeless population.

<u>Goal:</u> Provide emergency food, shelter and mental health services to over 5,000 homeless individuals or those "at-risk" of homelessness over the next five years.

<u>Expected Outcome 2015-16</u>: The City has participated in the Countywide Homeless Coordination Project with the other cities in the county and Yolo County. The City has contributed $20,000/year towards this effort which funds a countywide homeless coordinator and the cold weather shelter (Yolo Wayfarer Center) in Woodland. The three-year contract between Yolo County and the cities for the project expires on June 30, 2015; however, the project is expected to continue with a new contract being executed.

The City will provide CDBG funds to support Wayfarer's emergency shelter ($11,000 grant), Yolo Community Care Continuum's New Dimensions Supported Housing ($10,000 grant) to house mentally ill adults at risk of homelessness, and Empower Yolo's emergency shelter ($8,500 grant) to assist survivors of domestic violence, sexual assault, stalking and trafficking. The Elderly Nutrition Program will receive $10,000 in CDBG funds to provide home delivered meals to low income senior citizens in Woodland.

STRATEGY: The City will, with the assistance of local agencies, continue to support youth programs to primarily very low-, low- and moderate-income youth and families as a means of improving the quality of life and prevent youth from engaging in criminal activity or substance abuse.

<u>Goal</u>: Assist approximately 50 Woodland residents annually during the five years of the Plan.

<u>Expected Outcome 2015-16</u>: CDBG funds will be used for Planned Parenthood Mar Monte's Teen Success program. This program is designed for pregnant and parenting teen mothers, ages 12 to 19, and their offspring. The program supports and motivates teens to develop healthy alternatives to having additional children during adolescence; set and achieve short- and long-term goals; complete high school or a GED program; and develop a mature communication style to help foster a healthy relationship with their partners and children.

STRATEGY: The City will, with the assistance of local agencies, continue to support health services to primarily very low-, low-, and moderate-income individuals and families, and special needs populations such as victims of domestic violence, the homeless and mentally ill.

<u>Goal:</u> Assist approximately 300 Woodland residents annually during the five years of the Plan.

<u>Expected Outcome 2015-16:</u> CDBG funds will support CommuniCare Health Centers' Hansen Family Health Center in Woodland and the Northern California Children's Therapy Center (NCCTC) which operates Project Hope for Children. CommuniCare will provide comprehensive primary health care services to uninsured Woodland youth and adults. NCCTC's Project Hope provides health care access for

special needs children through early intervention, socialization, and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence.

STRATEGY: The City will partner with local agencies to provide job training or other employment-like services to assist low- and moderate-income individuals in obtaining a new job.

Goal: Participate on the Workforce Investment Board (WIB).

Expected Outcome 2015-16: The City's Economic Development Manager is a member of WIB.

STRATEGY: Explore the possibility of establishing a Neighborhood Revitalization Area to maintain and improve a low- and moderate income neighborhood in Woodland through code enforcement, graffiti removal, and crime awareness services.

Goal: Establish a Neighborhood Revitalization Area if it is found to be feasible.

Expected Outcome 2015-16: The City will research the potential benefits and challenges of establishing a Neighborhood Revitalization Area.

MONITORING

CDBG Program Activities – In 2007-2008 the City revised and updated its CDBG Monitoring Policies and Procedures based on HUD guidelines. The policies and procedures include detailed requirements for desk and on-site monitoring of subrecipients' programs, construction project monitoring, and consultant oversight. An annual calendar for project and program monitoring was developed to ensure timely completion of CDBG monitoring. In addition, CDBG staff monitors all programs and financial activities on a monthly/quarterly basis, as appropriate. City staff conducted monitoring visits for all FY 2014-15 program and projects. Information on the monitoring visits will be provided in the City's FY 2014-15 Consolidated Annual Performance and Evaluation Report.

Financial Monitoring – In almost all cases project costs are paid on a reimbursement basis. A request for reimbursement is required to have appropriate documentation attached to verify all expenditures.

A combination of data from the request and the program activities report provides the data necessary to input data into the IDIS system. Collecting this data throughout the program year is very helpful in compiling year-end reports. Requiring documentation for reimbursement allows the City to closely monitor program requirements and ensure program goals are being met.

Davis-Bacon Compliance – Davis-Bacon regulations require contractors and subcontractors to pay federal prevailing wage rates to employees in various labor classifications. These regulations are written out in the CDBG agreements between the City and the subrecipients. Compliance with Davis-Bacon standards is monitored through preconstruction conferences, on-site interviews, and labor compliance monitoring. City staff is responsible for Davis-Bacon compliance.

Environmental Review – Each project that is budgeted is first reviewed for compliance with the National Environmental Protection Agency regulations (NEPA). California Environmental Quality Act (CEQA) regulations may also apply. Projects that are community service in nature are exempt from NEPA.

Projects that require further investigation after their environmental review are researched using feedback from environmental agencies. For projects that fall in this category, a description of the project is sent to the State Historic Preservation Office and to other applicable regulatory agencies for consultation. Once required consultations have been completed and any mitigation measures identified, the City prepares the appropriate paperwork, including the Statutory Worksheet and publishes a combined NOI/RROF and/or a Finding regarding impacts (if the project is an Environmental Assessment [EA]). Once environmental clearance has been obtained, the project can move forward to the City of Woodland Planning Commission or City Council and/or bid, etc., as appropriate. All environmental reviews are monitored by Community Services Department staff.

FAIR HOUSING

In FY 2015-16, the City will continue its contract with Legal Services of Northern California (LSNC) to provide fair housing services for the City of Woodland through the Fair Housing Hotline Project. This program will continue to provide free information and advice on fair housing issues, case intake/complaint processing, and fair housing counseling investigation of alleged fair housing violations. Other services include fair housing education/outreach activities for rental property owners, managers, and consumers. During Fair Housing Month, the City and Yolo County Housing co-sponsor LSNC's Fair Housing Workshop for housing providers and consumers. Topics covered during the workshop include fair housing basics (overview of state and federal laws); reasonable accommodations and modifications in rental housing; recent state and federal fair housing cases; protections for victims of domestic violence, sexual assault, and stalking; immigration status issues and fair housing; and providing meaningful access to persons who are limited-English proficient.

OTHER ACTIONS

In the following paragraphs, the City describes actions it will take during the next year to address other pertinent issues.

OBSTACLES TO MEET UNDERSERVED NEEDS

The City of Woodland is confident in the level of communication and contact that exists between various social services, housing, and economic development service providers. Information and referral services are provided to citizens upon request. The City always works to assist citizens in obtaining the information they require to meet their housing and supportive service needs.

The City has not identified any gaps in the City's Housing and Community Development programs and services provided. However, because the level of demand for these programs exceeds the supply of funding to meet the demand, City staff has committed to work with interested applicants to ready their projects for CDBG funding and improve their applications so they will be more competitive next year.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

The City continues to explore opportunities to develop affordable housing through collaborative efforts with both for-profit and non-profit developers. The need for affordable housing is increasing and the City of Woodland will continue to be at the forefront of the creation of quality affordable housing. The City utilizes all available resources to foster and maintain affordable housing within the community. The City will also continue creating affordable housing through its Inclusionary Housing Program.

LEAD-BASED PAINT HAZARD REDUCTION

In 2015-16, the City of Woodland will continue to take action to evaluate and reduce lead-based paint hazards, including disseminating information through the service-provider agencies, securing funding to assess lead hazard risk in CDBG-funded facilities, remediating lead hazards in CDBG-funded facilities, and cooperating with the County Health Department in promoting comprehensive health programs, risk screening, public education and prevention.

The City will take the following actions during FY 2015-16 to reduce lead-based paint hazards:

- Require all CDBG-funded construction projects to comply with HUD lead-based paint hazard reduction requirements;

- Provide technical assistance to people undertaking home improvement projects to avoid exposure to lead-based paint hazards.

REDUCTION OF BARRIERS TO AFFORDABLE HOUSING

Of the barriers identified in the Strategic Plan, the greatest barriers continue to be lack of affordable land, the cost of construction, and the cost of financing. The following actions will be taken in 2015-16 to reduce the barriers to providing the City of Woodland with an adequate amount of affordable housing.

Actions taken by the City can have a significant impact on the price and availability of housing in Woodland. A number of barriers to affordable housing, such as the cost of construction, land costs, and the cost of capital, are beyond the City's control. The City of Woodland uses all available funding sources to help alleviate this financial barrier. The City will continue to foster these resources to encourage the development, improvement and retention of affordable housing.

In 2004-2005, the City adopted an Inclusionary Housing Ordinance requiring all single-family developments over eight units include at least 10 percent of their units as affordable to households at or below 80 percent of area median income. This percentage is increased to 25 to 30 percent for multifamily properties. In November 2007, the City revised its Inclusionary Housing program guidelines to assist moderate-income households, those who earn up to 120 percent of area median income as well as those earning 80 percent of area median income.

The City continues to do its part to work closely with non-profit and for-profit developers to secure alternative funding sources to aid in the construction of affordable housing. In the past, the City and its partners have been successful in securing HOME funds, State HELP funds, Mortgage Revenue Bonds, Low Income Housing Tax Credit Equity, MPROP (State Assistance for Mobile Home Parks), Mortgage Credit Certificates, Affordable Housing Program (AHP), Multifamily Housing Program (MHP) and transportation funds through the Sacramento Area Council of Governments' (SACOG) Community Design Grant Program to pay for offsite infrastructure improvements for affordable housing projects. The City anticipates that as the need for affordable housing increases, the City will have to secure more of these competitive funding sources.

ANTI-POVERTY STRATEGY

As discussed in the Consolidated Plan, the level of poverty in the City of Woodland based on data from the 2013 American Community Survey is an estimated 12.7 percent for individuals and 9.7 percent for families. Of the 7,016 individuals living below the poverty level, 4,632 were adults and 2,384 were less than 18 years of age. In addition, 841 seniors were estimated to be below the poverty line.

The following have been identified as major factors that work to create poverty:

- Lack of education;
- Lack of marketable job skills;
- General unemployment;
- Low wages;
- Lack of affordable child care;
- Substance abuse; and
- Lack of reliable transportation.

For FY 2015-16, the City will continue the following ongoing programs to address poverty in the City:

- The City will continue to work with the Yolo County Employment Development Department (EDD) and Workforce Investment Board to implement the One-Stop Shop for people to gain access to available jobs and assist with job displacement as businesses close or downsize in the current economy.

- The City plans to support existing social services and housing activities to better address the needs of extremely low and low-income households to promote self-sufficiency. For FY 2015-16 the City is funding the CommuniCare Health Centers (health services for uninsured youth and adults), Yolo Wayfarer Center (emergency shelter services), Yolo Community Care Continuum (supportive housing for mentally ill adults), Elderly Nutrition (home-delivered meals provided to low-income senior citizens), and Empower Yolo (shelter services for victims of domestic violence, sexual assault, stalking, and trafficking).

- Minimize homelessness in the City by improving referrals of homeless and those at-risk of homelessness to homeless shelters and service agencies which offer programs to increase self-sufficiency. In 2015-16 the City has reserved a majority of its Public Service funds to support specific programs that supply residence with adequate food and shelter. These programs provide the City's homeless population with resources to ensure they can meet basic human needs. (A list of organizations involved in the homeless coalition can be seen in **Appendix G**).

serves victims of domestic violence, sexual assault, stalking and trafficking

STRUCTURES TO ENHANCE COORDINATION IN THE COMMUNITY

During the 2015-16 program year, the City will continue to:

- Ensure adequate coordination between public agencies, private entities, and community residents;
- Encourage non-profit agencies and for-profit and non-profit housing developers to be active in the housing and community development process
- Develop a close working relationship with Yolo County Housing, other departments in Yolo County, and the Yolo County Continuum of Care (A list of programs and services can be found in **Appendix I**);
- Work closely with service providers in the City to encourage collaboration.

It is recognized that these kinds of collaborative efforts can help the City and the various agencies to maximize service and needed funding, while minimizing administrative costs.

PUBLIC HOUSING

The City of Woodland collaborates with Yolo County Housing (YCH), the housing authority serving Yolo County, to provide for assisted housing needs in the City. YCH currently provides 436 Housing Choice Vouchers to Woodland residents and operates 132 public housing units, 48 HUD multi-family units, and a four-bed transitional housing unit. YCH's non-profit development affiliate, New Hope Community Development Corporation, operates 47 senior rent restricted and market rate units and 44 affordable tax credit townhomes.

City staff will continue to develop its relationship with YCH and assist in developing programs in Woodland. YCH has proven to be a valuable partner in assisting the City with providing affordable housing. New Harmony, a non-profit arm of YCH, was an active participant on the Rochdale Grange Project, 44-unit affordable development constructed in the City Spring Lake Specific Plan area in 2011. (A list of programs and services can be found in **Appendix G**).

APPENDIX A

COMMUNITY DEVELOPMENT NEEDS TABLE

2015-2016 Community Development Needs Table

Community Development Needs		Priority Needs	Plan to Fund?	Fund Source
Public Facilities	68. Senior Centers	L		
	69. Youth Centers	H		
	70. Neighborhood Facilities	M		
	71. Child Care Centers	L		
	72. Parks/Recreational Facilities	M		
	73. Health Facilities	M	$13,000	CDBG
	74. Parking Facilities	L		
	75. Other Public Facilities	H		
Infrastructure Improvement	76. Solid Waste Disposal	L		
	77. Flood Drainage	L		
	78. Water	M		
	79. Street	M		
	80. Sidewalk	L		
	81. Sewer	M		
	82. Asbestos	M		
	83. Other **(Note 1)**	M	$143,655	CDBG
Public Service	84. Senior Services	M		
	85. Handicapped Services	L		
	86. Youth Services	H	$6,000	CDBG
	87. Transportation Services	L		
	88. Substance Abuse Services	L		
	89. Employment Training	H		
	90. Crime Awareness	H		
	91. Fair Housing Counseling	H	$10,000	CDBG
	92. Tenant/Landlord Counseling	L		
	93. Child Care Services	L		
	94. Health Services **(Note 2)**	H	$12,000	CDBG
	95. Other (Homeless/Special Needs) **(Note 3)**	H	$39,500	CDBG

Community Development Needs	Priority Needs	Plan to Fund?	Fund Source
96. Accessibility	H	$135,845	CDBG
97. Residential Historic Preservation	L		
98. Non-Residential Historic Preservation	M		
99. Economic Development Needs	M		
100. Other Community Development Needs	M		
101. Planning	M		
TOTAL ESTIMATED DOLLARS NEEDED		**$360,000**	

Note 1 – Total includes New Hope Community Development Corporation's Cottonwood Meadows Re-Roof ($75,655) and Friends of the Mission's Affordable Housing Project ($68,000).
Note 2 – Total includes CommuniCare Health Centers' Health Care for Uninsured Youth & Adults ($6,000) and Northern California Children's Therapy Center's Project Hope for Children ($6,000).
Note 3 – Total includes Yolo Wayfarer Center's Emergency Shelter Services ($11,000), Yolo Community Care Continuum's New Dimensions Supported Housing ($10,000), Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors ($10,000), and Empower Yolo's Shelter Services ($8,500).

APPENDIX B

PUBLIC NOTICES

APPENDIX C

LIST OF PROJECTS

(Table 3C)

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
Medium

Project Title
Yolo Family Service Agency's Re-Roof of Building 3

Description

CDBG funding will be used to replace the roof for Building 3. Many of the tiles on the existing roof are broken and the type of tiles used is no longer manufactured. The roof needs to be replaced before it starts leaking. The roof replacement will extend the life of the building and enhance the quality of services that the Yolo Family Service Agency (YFSA) provides to its clients. YFSA provides preventive mental health services to strengthen families in Yolo County.

Objective category: ☐ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area
Citywide

Street Address: 455 First Street
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 03	CDBG Citation 570.201(c)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Facilities Assisted	Annual Units 1
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$13,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$13,000

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
City of Woodland ADA Accessibility Project

Description

Funds will be used to construct ADA compliant curb ramps, sidewalks, and driveways at various locations and correspond to locations that have been specifically requested by community members or are located on the City's ADA Priority Route. The route was identified by staff City staff in conjunction with the ad hoc ADA committee consisting of disabled community members. This route is coordinated with Yolobus' primary routes through the City as they connect government, medical, and other institutional/facilities and high use corridors.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area
Citywide

Street Address: 300 First Street
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)(D)(ii)(A)	Project ID
HUD Matrix Code 03L	CDBG Citation 570.201(c)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Facilities Assisted	Annual Units 10 - 20
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$135,845
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$135,845

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☒ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
Medium

Project Title
New Hope Community Development Corporation's Cottonwood Meadows Re-Roof

Description

The project will fund replacement of the existing roof, dry rot repairs at roof areas, rain gutter and downspout replacement, and removal of the solar hot water panel and storage tanks at the Cottonwood Meadows low-income senior apartment complex.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☐ Affordability ☒ Sustainability

Location/Target Area

Street Address: 120 North Cottonwood Street
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 14B	CDBG Citation 570.202(b)(2)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Facilities Assisted	Annual Units 1
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$75,655
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	$75,655

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
Medium

Project Title
Friends of Mission's Affordable Housing Project

Description

The project will fund the interior rehabilitation of a seven-unit apartment complex constructed in 1994 that provides housing to very low-income and formerly homeless families and singles in Woodland.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☐ Affordability ☒ Sustainability

Location/Target Area
Citywide

Street Address: 925 North Street
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)(C)	Project ID
HUD Matrix Code 03C	CDBG Citation 570.201(c)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Facilities Assisted	Annual Units 7
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$68,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$24,375
Total	$92,375

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
Planned Parenthood Mar Monte's Teen Success

Description

Teen Success is a specialized program designed for pregnant and parenting teen mothers, ages 12 to 19, and their offspring. The program supports and motivates teens to develop healthy alternatives to having additional children during adolescence; set and achieve short- and long-term goals; complete high school or a GED program; and develop a mature communication style to help foster a healthy relationship with their partners and children.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☐ Availability/Accessibility ☐ Affordability ☒ Sustainability

Location/Target Area

Street Address: 175 Walnut Street (Empower Yolo offices)
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05D	CDBG Citation 570.201(e)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 12
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$6,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$26,198
Total	$32,198

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
CommuniCare Health Centers' Health Care for Uninsured Youth and Adults

Description
Communicare Health Centers' Hansen Family Health Center is the only health care provider in Woodland offering comprehensive primary health care services to low income patients regardless of their health coverage status or their ability to pay for service. Patients without any form of health coverage are requested to make a payment based on a sliding scale, buy many are without means to pay even this nominal amount and the clinic does not turn away patients if they cannot pay.

Objective category: ☐ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area
Citywide

Street Address: 215 W. Beamer Street (Hansen Family Health Center)
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05M	CDBG Citation 570.201(e)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 300
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$6,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$96,704
Total	$102,704

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
Northern California Children's Therapy Center Project Hope for Children

Description

Project Hope for Children is a unique and specially developed program that provides health care access for special needs children through early intervention, socialization, and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence. Services provided through this program are directed toward children who are uninsured or underinsured and otherwise lack access to health care.

Objective category: ☐ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area
Woodland/Citywide

Street Address: 96 West Main Street, Suite B (Northern California Children's Therapy Center)
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05D	CDBG Citation 570.201(e)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 15
Local ID	Units Upon Completion

Funding Sources:

CDBG	$6,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$115,033
Total	$121,033

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☒ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
Yolo Wayfarer Center Emergency Shelter Services

Description
Wayfarer offers dormitory style shelter for up to 73 individual daily (including families). The 90-day program requires accountability and offers daily breakfasts, packed lunches, dinner meals, counseling, mailbox services, showers, laundry facilities, employment training, a literacy program, substance abuse education groups, and case management. Assistance accessing mainstream benefit programs, as well as job and housing searches is provided. After ten days, guests are required to make progress on their personal development plan. This includes classes in life skills, health, employment and housing readiness.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area

Street Address: 207 Fourth Street
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05	CDBG Citation 570.201(e)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 100
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$10,250
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$370,600
Total	$380,850

The primary purpose of the project is to help: ☒ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

OMB Approval No. 2506-0117
Exp. 8/31/2014)

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
Yolo Community Care Continuum New Dimensions Supported Housing

Description
Provide individualized services to residents of the New Dimensions Supportive Housing Project via YCCC, a 15-unit affordable project for adults at risk of mental illness. Services will be provided also to mentally ill adults residing at YCCC's facilities located at 139 and 141 Elliot Street, 166 College Street, and 820 Elm Street. Services include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area

Street Address: 582 Kentucky Ave, 139 and 141 Elliot St, 166 College St, and 820 Elm St
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05O	CDBG Citation 570.201(e)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 29
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$10,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$184,357
Total	$194,357

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
Elderly Nutrition Program Home Delivered Meals to Low Income Seniors

Description
The Elderly Nutrition Program (ENP) will provide hot, noon-time meals, which are prepared daily, to Woodland senior citizens in need. This critical meal program not only prevents hunger and saves lives, but benefits the health, quality of life, longevity and independence of seniors. It also provides assurance to the Woodland community that seniors are eating nutritionally and are being checked on regularly.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area
Citywide-Elderly Nutrition Program

Street Address: 40 N. East Street, Suite C (People Resources, Inc./Elderly Nutrition Program)
City, State, Zipcode: Woodland, CA 95776

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05A	CDBG Citation 570.201(e)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 96
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$10,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$200,668
Total	$210,668

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☒ Persons with Disabilities ☐ Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
Empower Yolo Shelter Services

Description

This program will provide emergency food and shelter for the homeless, who are among the special population, victims of domestic violence. Empower Yolo operates the only shelter in Yolo County that specifically serves victims of domestic violence, sexual assault, stalking and trafficking. More than just a temporary refuge, the Empower Yolo shelter also provides a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives.

Objective category: ☐ Suitable Living Environment ☒ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☒ Affordability ☐ Sustainability

Location/Target Area
Citywide (shelter is at an undisclosed location)

Street Address: 175 Walnut Street (Empower Yolo's administrative office)
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05	CDBG Citation 570.201(e)
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 35
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$8,500
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$287,269
Total	$295,769

The primary purpose of the project is to help: ☒ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Woodland

Priority Need
High

Project Title
Legal Services of Northern California Fair Housing Services

Description
Provides fair housing services through the Fair Housing Hotline Project. This program provides free information and advice on fair housing issues, case intake and compliant processing, and investigation of alleged fair housing violations.

Objective category: ☒ Suitable Living Environment ☐ Decent Housing ☐ Economic Opportunity
Outcome category: ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

Location/Target Area
Citywide

Street Address: 619 North Street (Legal Services of Northern California)
City, State, Zipcode: Woodland, CA 95695

Objective Number 570.208(a)(2)	Project ID
HUD Matrix Code 05J	CDBG Citation 570.206
Type of Recipient Grantee	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07/01/2015	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator Persons Assisted	Annual Units 100
Local ID	Units Upon Completion

Funding Sources:	
CDBG	$10,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	$1,602
Total	$11,602

The primary purpose of the project is to help: ☐ the Homeless ☐ Persons with HIV/AIDS ☐ Persons with Disabilities ☐ Public Housing Needs

APPENDIX D

HUD CERTIFICATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about –

   (a) The dangers of drug abuse in the workplace;

   (b) The grantee's policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_______________________________ _______________________

Signature/Authorized Official Date

City Manager

Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. <u>Maximum Feasible Priority</u>. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. <u>Overall Benefit</u>. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2014 and 2015 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. <u>Special Assessments</u>. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

____________________________ __________________

Signature/Authorized Official Date

City Manager

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. *Lobbying Certification*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. *Drug-Free Workplace Certification*

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Woodland
300 First Street
Woodland, CA 95695
County of Yolo

Check X if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 21.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

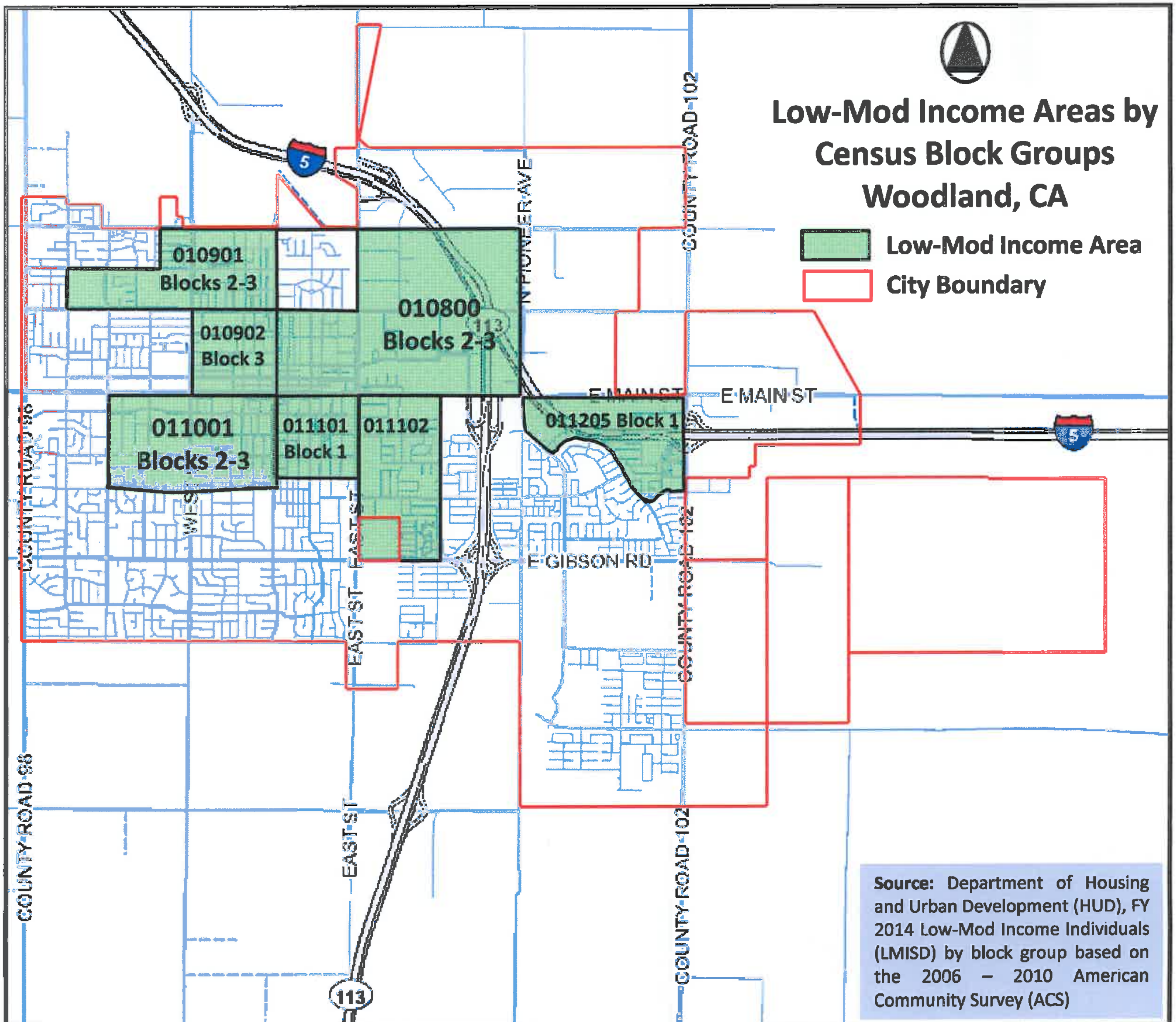
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX E

Map of CDBG Low-Mod Income Areas by Census Block Groups

Low-Mod Income Areas by Census Block Groups Woodland, CA



Source: Department of Housing and Urban Development (HUD), FY 2014 Low-Mod Income Individuals (LMISD) by block group based on the 2006 – 2010 American Community Survey (ACS)

APPENDIX F

ORGANIZATIONS INVOLVED IN THE HOMELESSNESS COALITION

HOMELESS COALITION

	Organization	Address	Phone Number
1	Yolo County Department of Employment and Social Services	120 West Main Street Woodland, CA 95776	(916) 375-6200
2	Yolo Wayfarer Center	P.O. Box 1248 Woodland, CA 95776	(530) 661-1218
3	United Christian Center – Broderick Christian Center	110 Sixth Street West Sacramento, CA 95605	(916) 372-0200
4	Food Bank of Yolo County	1244 Fortna Avenue Woodland, CA 95776	(530) 668-0690 1-800-621-3086
5	Short Term Emergency Aid Committee	P.O. Box 1047 Davis, CA 95617	(530) 758-8435
6	Davis Community Meals	1111 H Street Davis, CA 95616	(530) 753-9204
7	Empower Yolo	175 Walnut Street Woodland, CA 95695	(530) 661-6336
8	Families First Yolo Crisis Nursery	Administrative Office 2100 Fifth Street Davis, CA 95616	(530) 758-6680
9	Woodland Youth Services	Administrative Office 9 Woodland Avenue Woodland, CA 95695	(530) 666-4622
10	Community Housing Opportunities Corporation	5030 Business Center Dr, Ste 260 Fairfield, CA 94534	(707) 759-6043
11	Yolo Community Care Continuum	1950 5th Street Davis, CA 95616	(530) 758-2160
12	City of Davis	23 Russell Boulevard Davis, CA 95616	(530) 757-5610
13	City of West Sacramento	1110 West Capitol Avenue West Sacramento, CA 95691	(916) 617-4535
14	City of Winters	318 First Street Winters, CA 95694	(530) 795-4910
15	City of Woodland	2001 East Street Woodland, CA 95776	(530) 661-2000

APPENDIX G

CONTINUUM OF CARE LIST OF PROGRAMS

PROGRAMS AND SERVICES

Organization	Program Description
Food Programs	
Yolo Wayfarer Center 201 Fourth Street Woodland, CA 95695 (530) 661-1218	Free meals, grocery distribution
Community/Senior Center 2001 East Street Woodland, CA 95695 (530) 661-2010	Elderly Nutrition Program/Meals on Wheels.
Food Bank of Yolo County 1244 Fortna Avenue Woodland, CA (530) 668-0690	Provides grocery distribution on Fridays from 8:00 a.m. to 9:00 a.m. Distribution is at the agency's warehouse.
Woodland Volunteer Food Closet 509 College Street Woodland, CA (530) 662-7020	Clients must obtain referral from county or social service providers.
Eviction Prevention and First Month's Rent	
Short Term Emergency Aid Committee (530) 758-8435	Provides rent payments for very-low income families with emergencies to keep them from being evicted from their homes. Also provides funds for first month's rent and the deposit to move into permanent housing. Provides motel vouchers in need of temporary shelter. Agency referral needed.
Emergency Shelter Programs	
Yolo Wayfarer Center 201 Fourth Street Woodland, CA (530) 661-1218	Day shelter services include phones, showers, mail, laundry and referrals. Provides Cold Weather Shelter during the winter months (mid-November through early-March). Cold Weather Shelter check-in is at 1:00 p.m.
Empower Yolo (530) 661-6336	Provides emergency shelter and supportive services for victims of sexual assault and domestic violence.
Yolo Crisis Nursery FamiliesFirst, Inc. Administration Office 2100 Fifth St. Davis, CA 95616	Provides a safe haven for children less than 6 years of age, while parents (caregivers) experiencing high levels of stress or significant hardship are provided with support and resources to resolve the crisis or cope with stress. Children may stay up to 30 days.

Organization	Program Description
(530) 758-6680 1-888-281-3000 (24-hour parent support line) www.familiesfirstinc.org	
Transitional Housing	
Yolo Wayfarer Center (530) 661-1218	Provides transitional housing for families and single adults. Includes supportive services through a case-management approach.
Permanent Supportive Housing	
New Dimensions Supportive Housing	Provides cooperative living opportunities in Woodland. Residents have their own room and do their own shopping and cooking. Weekly meetings are facilitated by Yolo Community Care Continuum (YCCC) and the County Department of Alcohol, Drug, and Mental Health Services (ADMH). One monthly payment includes rent, utilities, cable, maintenance, furniture and major appliances.
East Yolo House West Sacramento, CA	Provides a structured day rehabilitation program with a focus on developing independent living skills through peer counseling and mental health support. A drop-in service is provided on weekday afternoons and on Saturday.
Haven House, Woodland, CA	Provides a structured day rehabilitation program that focuses on developing independent living skills and includes peer support, employment opportunities, and time to socialize.
Safe Harbor, Woodland, CA	A short-term residential treatment program, providing crisis intervention in a supportive, group living environment. The program's goal is to reduce the length of time an individual must stay in the hospital during a mental health crisis.
Permanent Housing	
Community Housing Opportunities Corporation 5030 Business Center Dr, Ste 260 Fairfield, CA 94534 (707) 759-6043 www.chochousing.org	Provides permanent housing opportunities for very low, low and moderate-income households, including seniors. A Resident Services Program also provides residents with supportive services aimed at promoting self-sufficiency, personal growth and community involvement.
Habitat for Humanity Yolo County 1017 Main Street Woodland, CA 95695 (530) 668-4301	Provides funds and recruits volunteers to build and rehabilitate houses for the lowest possible cost. Houses are the sold to very low-income household earning less than 50% of the median income for the county. Prospective homeowners put in 500 hours of "sweat equity" working on their own home Habitat then sells them the house at low cost via a 0% interest mortgage held by Habitat.
Mutual Housing California	Provides affordable housing based on the mutual housing model. This

Organization	Program Description
8001 Fruitridge Road, Suite A Sacramento, CA 95820 (916) 453-8400	model offers residents key roles in decision that affect their quality of life and financial stability through participation in resident councils.
Supportive Services/Programs	
Beamer Street Detox Center Woodland, CA (530) 666-8655	Alcohol and drug treatment center and substance abuse services.
Broderick Christian Center 110 Sixth Street West Sacramento, CA 95605 (916) 372-0200 ext. 104	Children Development Program – provides early child development services to working or training low-income families in Yolo County on weekdays from 7:30 a.m. to 5:30 p.m. Transportation Program – Provides transportation to and from individual and work programs for customers of community and county agencies. One bus is wheelchair accessible.
CommuniCare Health Centers Hansen Family Health Center 215 West Beamer Street Woodland, CA 95695 (530) 405-2800	Provides outpatient primary care medical services, walk-in services, health services, prenatal care, childhood immunizations, confidential HIV testing, dental clinic, teen clinic.
Yolo County Health Department HIV/AIDS Services Hansen Family Health Center 215 West Beamer Street Woodland, CA 95695 (530) 405-2800	Provides AIDS education and prevention, outreach services, HIV positive client services and case management.
Legal Services of Northern CA 619 North Street Woodland, CA 95695 (530) 662-1065	Legal assistance for low-income individuals and families.
Public Health AIDS Program 120 West Main Street Woodland, CA 95695	Offers confidential and anonymous testing for HIV, and AIDS education and prevention.
Salvation Army Reach (800) 933-9677	Utility Assistance Program – Provides one-time assistance for utility bill payment.
Yolo Community Care Continuum (530) 758-2160	Provides services to the individual needs of Yolo County residents with a serious mental illness.

Organization	Program Description
Yolo County Dept. of Alcohol, Drug and Mental Health Services 14 North Cottonwood Street Woodland, CA 95695 (530) 666-8630	Prevention, treatment and rehabilitation of mental health and substance abuse disorders and disabilities experienced by Yolo County residents.
Yolo Family Resource Center 409 Lincoln Avenue Woodland, CA 95695 (530) 406-7221 yolofrc.org	Provides families with resource information and referral to appropriate services. Referrals are provided to public health nursing, consultation and case management, parent/child interactive classes, teen parenting and support groups.
Yolo Wayfarer Center (530) 661-1218	Clothing - Provides clothing vouchers for those in need. Program staff is available Monday through Friday from 1:00 p.m. to 4:00 p.m.
Yolo Wayfarer Center Walter's House (530) 662-2699	Provides residential drug treatment for homeless individuals. Includes 30, 60 or 90-day intensive recovery programs that require a 40-day per week commitment.
Job Training/Employment Assistance	
Woodland One-Stop Career Center 25 North Cottonwood Street Woodland, CA 95695 (530) 661-2750	Provides career assessment, job search, resume, applications assistance, interview preparation, job training, and recruitment assistance to employers, internships, on-the-job training and career workshops.
CalWORKS Employment Department of Employment and Social Services 25 North Cottonwood Street Woodland, CA 95695 (530) 669-2390	CalWORKS employment services (Welfare-to-Work) is a program designed to help people on public assistance become employed. Program offers job services, job search workshop, access to phones and job leads, training and education and pays transportation and child care for participants.
Workforce Investment Act 25 North Cottonwood Street Woodland, CA 95695 (530) 661-2750	Provides employment and training seminars to adults and youth with guidance from the Workforce Investment Board.
Youth Employment Program (530) 661-2750 ext. 2642	Provides employment and training services to youth 14-21 years old.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ANNUAL ACTION PLAN

WHEREAS, the City of Woodland ("City") annually receives an allocation of Community Development Block Grant (CDBG) Funds from the Department of Housing and Urban Development (HUD);

WHEREAS, as part of the program requirements, the City must submit the Annual Action Plan that describes how the funding will be spent for the following program year; and

WHEREAS, the Annual Action Plan is required to be approved after receiving public input.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby finds and determines that the foregoing recitals are true and correct;

Section 2: This City Council hereby approves the 2015-2016 CDBG Annual Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff;

Section 3: This City Council hereby directs staff:

(a) To complete the 2015-2016 Action Plan, as well as any other items required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period and incorporating changes to past projects as proposed by staff;

(b) To forward the completed 2015-2016 Action Plan to HUD once completed;

Section 4: This City Council hereby authorizes the City Manager to execute any agreements, contracts or other documents with the appropriate entities to carry out the CDBG Funded activities;

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

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

Table 1 - CDBG Summary Table 2015-16 (NOTE 1)

CDBG Program/Activities	Sources		
	2015-16 Entitlement and PI (NOTE 2)	Unexpended prior year funds	Total Funds Available
Planning and Administration	**$90,000.00**	**$31,763.81**	**$121,763.81**
Subtotal Planning and Administration	**$90,000.00**	**$31,763.81**	**$121,763.81**
Public Facilities and Improvements			
Yolo Family Service Agency Re-Roof	$13,000.00		**$13,000.00**
COW ADA Accessibility Program	$135,845.00		**$135,845.00**
NHCDC Cottonwood Meadows Re-Roof	$75,655.00		**$75,655.00**
FOM Affordable Housing Project (Interior Rehab)	$68,000.00		**$68,000.00**
St. John's Backflow Device Installation (14/15)		$33,000.00	**$33,000.00**
YCH 1224 Lemen Abatement and Demo (14/15)		$94,033.00	**$94,033.00**
COW ADA Accessibility Program (14/15)		$125,343.00	**$125,343.00**
COW ADA Accessibility Program (13/14)		$8,428.84	**$8,428.84**
YCH Site Prep New Ed/Rec/Boxing Fac (13/14)		$40,718.66	**$40,718.66**
Sac Valley Historic Train Depot (12/13)		$23,210.28	**$23,210.28**
WCC Digital Media/Motion Graphics (11/12)		$22,000.00	**$22,000.00**
YCCC Supportive Housing Rehab (09/10)		$10,775.06	**$10,775.06**
Subtotal Public Facilities and Improvements	**$292,500.00**	**$357,508.84**	**$650,008.84**
Public Services			
Planned Parenthood Mar Monte Teen Success	$6,000.00		**$6,000.00**
CommuniCare Health Care	$6,000.00		**$6,000.00**
NCCTC Project Hope for Children	$6,000.00		**$6,000.00**
Yolo Wayfarer Center Emergency Shelter	$11,000.00		**$11,000.00**
YCCC New Dimensions Supportive Housing	$10,000.00		**$10,000.00**
Elderly Nutrition Home Delivered Meals	$10,000.00		**$10,000.00**
Empower Yolo Shelter Services	$8,500.00		**$8,500.00**
LSNC Fair Housing Services	$10,000.00		**$10,000.00**
YCCC New Dimension Supportive Housing (14/15)		$5,124.52	**$5,124.52**
PPMM Teen Success (14/15)		$3,000.00	**$3,000.00**
YFRC Homeless Rapid Re-housing (14/15)		$7,000.00	**$7,000.00**
LSNC Fair Housing Services (14/15)		$5,000.00	**$5,000.00**
Yolo Wayfarer Center Emergency Shelter (14/15)		$3,750.88	**$3,750.88**
CASA - AmeriCorps Partnership (14/15)		$5,356.25	**$5,356.25**
Subtotal Public Services including unexpended prior year funds	**$67,500.00**	**$29,231.65**	**$96,731.65**
Total Amount for CDBG Activities for FY 2015-16	**$450,000.00**	**$418,504.30**	**$868,504.30**

NOTE 1 - Unexpended funding balances are as of May 14, 2015 based on IDIS draws of CDBG funds.

NOTE 2 - FY 2015-16 entitlement amount is $421,775 and available program income is $28,245 (estimate).

CDBG Funding for FY 2015-2016

TOTAL CDBG FUNDS FY 15-16 (NOTE 1)	**$450,000**
Public Services (15% cap per CDBG)	**$67,500**
Food/Shelter (at least 40% of Public Services)	$27,000
Fair Housing (required funding)	$10,000
Other Public Services	$30,500
Public Infrastructure (65%)	**$292,500**
Administration (20% cap per CDBG)	**$90,000**

PUBLIC INFRASTRUCTURE (65%)

Applicant	Project Title	Funding Request ($292,500 available)	Panel Recommendation	Staff Recommendation	Category	FY 2014-15 Funding
Yolo Family Service Agency	Reroof, Drought Tolerant Landscaping	13,000	13,000	13,000	Non-housing Rehab	Applied, not funded
City of Woodland	ADA Accessibility Program	450,000	135,845	135,845	ADA Accessibility	100,343
YCH, New Hope Commty Dev Corp. **(NOTE 2)**	Cottonwood Meadows Re-Roof	90,786	75,655	75,655	Housing Rehab	Applied, not funded
Friends of the Mission	Affordable Housing Project - Interior Rehab	68,000	68,000	68,000	Housing Rehab	Applied, not funded
Friends of the Mission	Walter's House Paint & Volunteer Project	28,734	0	0	Housing Rehab	Applied, not funded
St. John's Retirement Village, Inc. **(NOTE 3)**	Communication and Safety	14,253	0	0	Housing Rehab	33,000
St. John's Retirement Village, Inc.	Cooling Towers for PCU and Manors	85,000	0	0	Housing Rehab	See above amount
TOTAL		**$736,773**	**$292,500**	**$292,500**		

PUBLIC SERVICES (15%)

Applicant	Project Title	Funding Request ($67,500 available)	Panel Recommendation	Staff Recommendation	Category	FY 2014-15 Funding
Yolo County CASA	CASA - AmeriCorps Partnership	7,500	0	0	Youth Services	6,000
Woodland Farmer's Market	Healthy Living Program	6,000	0	0	Youth Services	No application
Planned Parenthood Mar Monte	Teen Success	15,000	6,000	6,000	Youth Services	6,000
CommuniCare Health Centers	Health Care for Uninsured Youth & Adults	10,000	6,000	6,000	Health Services	Applied, not funded
Northern California Children's Therapy Center	Project Hope for Children	6,000	6,000	6,000	Health Services	6,000
Yolo Wayfarer Center	Emergency Shelter Services	15,000	11,000	11,000	Food & Shelter	10,250
Yolo Community Care Continuum	New Dimensions Supported Housing	15,000	10,000	10,000	Food & Shelter	10,249
Short Term Emergency Committee	Woodland Homeless Prevention Program	12,000	0	0	Food & Shelter	No application
Elderly Nutrition Program	Home Delivered Meals to Low Inc Seniors	15,000	10,000	10,000	Food & Shelter	10,740
Empower Yolo	Shelter Services	8,500	8,500	8,500	Food & Shelter	No application
Yolo Family Resource Center	Homeless Housing Program	10,000	0	0	Food & Shelter	7,000
Legal Services of Northern California	Fair Housing Services	10,000	10,000	10,000	Fair Housing	10,000
TOTAL		**$130,000**	**$67,500**	**$67,500**		

NOTE 1 - Funding is based on $421,775 in entitlement funds from HUD and CDBG Program Income (repaid CDBG loans during FY 2014-15 period).

NOTE 2 - New Hope is the non-profit development affiliate of Yolo County Housing (YCH). YCH's second FY 2014-15 application (Phase I - Abatement and Demolition of Building at 1224 Lemen Avenue) was funded in the amount of $94,033.

NOTE 3 - St. John's received $33,000 in FY 2014-15 for the installation of a backflow device.

STEAC
Short Term Emergency Aid Committee

May 19, 2015

Woodland City Council Members
c/o
Dan Sokolow, Senior Planner
Community Services Department
City of Woodland

Dear City Council Members:

The Short Term Emergency Aid Committee, STEAC, applied for the most recent CDBG Woodland grant cycle. While we were not recommended for funding, we wanted to make you aware of the valuable service that STEAC provides to the Woodland community.

STEAC has been serving Yolo County for close to 50 years. Over the last ten years, STEAC has provided support to over 7,400 struggling individuals in Woodland. While we help all of Yolo County, the highest percentage (41%,) of the clients we serve for major cash assistance (utility and rental assistance), miscellaneous support (driver's licenses, birth certificates, GED exams), interview outfits, and community college books live in Woodland. On average, for the programs listed above, STEAC helps 582 Woodland individuals each year.

The mission of the Short Term Emergency Aid Committee (STEAC) is to provide immediate short-term assistance with basic necessities to Yolo County families and individuals with income below the poverty level. Assistance may include help with rent, utilities, interview outfits, educational assistance, food and other basic necessities. Established in 1967, STEAC is close to celebrating its 50th year of service to the community. The attached fact sheet provides additional background information.

While STEAC does not have a physical office in Woodland, many of the social service agencies in Woodland refer clients to STEAC. We receive referrals from Woodland DESS, Wayfarer Center, Cache Creek Lodge, CHOC Housing, Migrant Education, Empower Yolo, Woodland Community College, Yolo County Mutual Housing, Yolo County Public Health, Yolo CCC, etc. Furthermore, we meet low-income job seekers at My Sister's Closet on Main Street in Woodland where we provide interview outfits. And, we purchase books for over 100 Woodland Community College students each year through our Educational Assistance Program.

We hope you will consider STEAC for future CDBG Woodland funding opportunities. We appreciate the opportunity to share with you how STEAC serves your community.

Sincerely,

Katy Zane, Associate Director

Attachments

*Extending a **Helping** Hand In Yolo **County** Since 1967*

Box 1047, Davis, California 95617
530-758-8435 (office) 530-758-5444 (access line) 530-758-8521 (FAX)
E-mail: steac@dcn.org www.dcn.davis.ca.us/~steac
STEAC is a 501(c)(3) nonprofit-corporation #94-138684

STEAC
Short Term Emergency Aid Committee

STEAC Fact Sheet

STEAC Mission Statement
Established in 1967, STEAC's mission is to provide immediate short-term assistance with basic necessities to Yolo County families and individuals with income below the poverty level. Assistance may include help with rent, utilities, clothing, food and other basic necessities. STEAC is committed to enlarging the social awareness of the community and to providing opportunities for local citizens to help others in need.

STEAC's Programs (see attached brochure)
Homelessness Prevention
- Rental Assistance (Eviction Prevention & First Month's Rent) – STEAC pays up to $600 once every two years to help prevent evictions or to help homeless clients get into long-term housing.
- Utility Assistance – STEAC pays up to $200 once every two years to either restore utilities or prevent them from being turned off.
- Miscellaneous Assistance – STEAC helps pay for everyday essentials such as legal documents to help clients obtain social services, bus passes to get to critical appointments/jobs, eye glasses, etc.

Road to Independence
- Suit Up for Success (Providing work attire) – STEAC pays for up to three interview outfits for low-income job seekers; volunteers meet clients at My Sister's Closet (Woodland) and R&R (Davis).
- Educational Assistance (Gaining Job Skills) – STEAC pays for books for Woodland Community College students taking technical career courses.
- Employment (Work Licenses) – STEAC pays for forklift training and food safety certification.

Helping Hand Programs
- Food Closet – STEAC provides enough food for 15 meals per client (Davis residents only).
- Holiday Program – Over 400 families annually are adopted through STEAC's holiday program (Davis residents only).

Major Cash Assistance and Miscellaneous Support Programs
Average Number of Individuals Served Annually (based on 10-yr average)

Client Residence Location	Rental Assistance	Utility Assistance	Miscellaneous *	Total Annual Average # Individuals	Percent of Total
Woodland	152	41	389	582	41 %
West Sac	152	48	229	429	31 %
Davis	87	23	205	315	22 %
Winters	11	1	21	33	2 %
Other	9	7	31	47	3 %
Total	411	120	875	1,406	100 %

* Miscellaneous includes Suit Up for Success & Educational Assistance Programs

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530-758-8435 (office) 530-758-5444 (access line) 530-758-8521 (FAX)
E-mail: steac@dcn.org www.dcn.davis.ca.us/~steac
STEAC is a 501(c)(3) nonprofit-corporation #94-138684

History

STEAC is an organization that was born in a rainstorm.

In 1967, late spring rains inundated the rural areas of Yolo County, keeping many of the county's migrant workers from the fields. Without pay, the workers had no way to pay for food or housing, so many lived in their cars. Their requests for food flooded area churches.

Under the leadership of a committee of key volunteers, STEAC was born to provide emergency aid to those workers. The group's first "office" was on a volunteer's kitchen table. Names of volunteers and supporters were kept on 3x5 cards in a recipe box.

Volunteers did (and still do) everything – from donating money to delivering food for those in need. The model remains the same — caring volunteers providing essential services for the county's less fortunate.

STEAC Funding

Some 83 percent of STEAC's income is the result of donations from individuals. Over 2,000 generous "friends" provide funding for operations and for special projects and needs. The remaining funds are provided by private and government grants.

In addition to cash donations, STEAC's friends provide support with gifts of appreciated stocks, bonds and mutual funds and non-cash items, such as property. STEAC also receives financial support from bequests, memorials and other planned gifts.

STEAC is a public benefit, nonprofit corporation with tax exempt status under section 501(c)(3) of the IRS Code (TAX ID: 94-6138684).

STEAC is a United Way agency in the region that serves Davis, Woodland, West Sacramento and rural Yolo County.

United Way

Short Term Emergency Aid Committee

Extending A Helping Hand In Yolo County for Nearly 50 Years

Mission

The mission of STEAC is to provide immediate short-term assistance with basic necessities to Yolo County families and individuals with incomes below the poverty level. Assistance may include help with rent, utilities, and other basic necessities.

STEAC is committed to enlarging the social awareness of the community and to providing opportunities for local citizens to help others in need.

Achievements

(Last 5 Years)

33,491 people served

3,341 homeless assisted

13,455 children and 114 disabled assisted

$345,353 paid in emergency assistance

$259,059 in rental help paid to 1,992 people

$57,846 provided for miscellaneous expenses

$24,297 paid for utilities to 442 people

18,414 individuals assisted with food

Enough food provided for 268,464 meals

6,767 people assisted with holiday gifts and food

120,000 hours donated by volunteers

… Other Achievements

- One of the oldest nonprofits in Yolo County.
- Playing a key role in keeping families together.
- Brightening the holiday seasons for many families.
- Creating a model that has been copied by many other nonprofit social services groups.
- Creating a passion for volunteer work for many.
- Helping donors meet their philanthropic goals.
- Creating a new generation of charity donors.
- Helping public agencies stretch limited public funds.

Short Term Emergency Aid Committee
1900 E. 8th St., Davis, CA. 95616
Office: 530-758-8435 FAX: 530-758-8521
E-mail: steac@steac.org
http://www.steac.org
STEAC is a 501(c)(3) nonprofit corporation ID: 94-6138684
A United Way Agency

STEAC does not discriminate in employment or provision of services on the basis or race, national origin, religion, marital status, gender, sexual orientation or any other basis prohibited by state and federal law.

SHORT TERM EMERGENCY AID COMMITTEE

I would like to become a "Friend of STEAC" by making a charitable donation of:

____ $35 ____ $50 ____ $100 ____ $250 ____ $500 ____ $1,000 ____ Other

Individual (Last Name) ________ (First Name) ________

Business (Name of Business) ________ (Contact Name) ________

Address ________ City ____ State ____ Zip ____

Phone: (Home) ________ (Work) ________ (FAX) ________

E-mail ________

STEAC has earned tax exempt status under Section 501(c)(3) of the IRS Code (Tax ID: 94-6138684)
Short Term Emergency Aid Committee, 1900 E. 8th St. Davis, CA 95616 530-758-8435

Other Ways to Help

Please send information on:

- ☐ Giving securities
- ☐ Gifts of property
- ☐ Endowments
- ☐ Donating as a gift for holidays, weddings or birthdays or memorials
- ☐ Holiday Program
- ☐ Making a bequest
- ☐ Making other gifts in an estate plan
- ☐ Becoming a volunteer

PROGRAMS & SERVICES

Homelessness Prevention Program

STEAC helps Yolo County's low-income residents through a temporary housing emergency with these services:

Rental Assistance

Preventing Evictions

STEAC provides emergency rental assistance so that low-income residents can pay rent and not be evicted from their homes.

First Month's Rent

Helping Overcome Housing Barrier

STEAC provides cash assistance to help residents pay for first month's rent in long-term housing.

Utility Assistance

Keeping Power from Being Cut Off

Cash assistance is given to residents in order to restore utilities or prevent them from being turned off.

Road to Independence Program

STEAC helps residents overcome the barriers to becoming employed with these services:

Education

Gaining Job Skills

STEAC provides funding for students to buy books at Woodland Community College.

Employment

Getting Licenses Needed to Work

STEAC funds courses for residents to operate forklifts and certifications to safely handle food.

Family Expenses

Help with Day-by-Day Essentials

Assistance is provide to pay for family expenses, such as for legal documents, drivers licenses, bus passes and more.

Suit Up for Success

Providing Clothes for Job Seekers

STEAC provides free work attire for job seekers to wear for interviews. Volunteers help job seekers select the interview clothes.

Helping Hand Program

STEAC lends a helping hand by providing everyday needs for the most vulnerable residents with these services:

Free Food

Feeding the Needy from a Davis Closet

STEAC provides enough free food to Davis residents for five days worth of meals from a Davis food closet that is operated totally by volunteers

Holiday Adopt-A-Family

Providing Gifts and Food for Families

Thanks to generous donations and volunteer efforts in the annual Holiday Adopt-A-Family effort by individuals, students, service and community groups and public agencies, STEAC annually helps over 400 low-income families in Davis have a happy holiday season with gifts, food and warm winter coats, enough to fill an entire meeting room at the First Baptist Church in Davis.

Community Awareness Program

STEAC expands awareness of community needs by encouraging volunteerism and with partnerships.

Community Volunteers

Promoting Awareness of Issues

STEAC encourages residents to become more aware of community problems and needs by serving as a volunteer. STEAC volunteers work on:

- Collecting and distributing food.
- Answering the telephone services line.
- Assisting with office work.
- Helping with the holiday program.

Partnership Coalitions

Promotes Efficient Service Delivery

STEAC is an active participant in the work of the Yolo County Homeless and Poverty Action Coalition, Yolo Nonprofit Leaders Alliance and other coalitions working to encourage efficient delivery of services.

Legislation Text

14.

File #: 14-800, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council:

(1) Hold a public hearing; and
(2) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Community Facilities District 2004-1; and
(3) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Spring Lake Maintenance Community Facilities District; and
(4) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Community Facilities District 2004-1; and
(5) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Spring Lake Maintenance Community Facilities District; and
(6) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and
(7) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

Staff Contact

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

Fiscal Impact

No direct fiscal impact results from this action. Once the property is annexed into the Community Facilities District 2004-1 (Spring Lake) and receives Building Unit Allocations, it will generate additional special tax revenue to be used to pay for debt service on outstanding Mello Roos bonds in Spring Lake. Annexation into the Spring Lake Maintenance Community Facilities District will generate additional revenues that contribute to maintenance of the Sports Park.

Background

On March 17, 2015 the City Council approved the first part of the process to annex the tentative map for Cal

West Investors LLC and Optimistic Partners LLC (Tentative Map #4991) into the boundaries of both the Community Facilities District (CFD) 2004-1 and Spring Lake Maintenance CFD. This process called for a public hearing on May 5, 2015. The public hearing was continued to May 19, 2015 and again to June 2, 2015 because the developers were not ready to proceed at that time.

Discussion

The tentative map for Cal West Investors LLC and Optimistic Partners LLC (Tentative Map #4991) included conditions of approval that require the property to annex into both the CFD 2004-1 and the Spring Lake Maintenance CFD. The property owners have requested to proceed with annexation.

Following the public hearing, the property owners being annexed into the two CFDs will vote to approve the annexations. Because there are only two property owners, they are permitted to, and have, waive the statutory time limits on the election steps so that it may occur immediately following the public hearing where the elections ballots will have been received. Upon approval of the annexation, introduction and first reading of two ordinances is required to levy and collect the special taxes for each of the CFDs in accordance with their originating documents and formulas.

Conclusion

Staff recommends that the City Council:

(1) Hold a public hearing; and
(2) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Community Facilities District 2004-1; and
(3) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Spring Lake Maintenance Community Facilities District; and
(4) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Community Facilities District 2004-1; and
(5) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Spring Lake Maintenance Community Facilities District; and
(6) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and
(7) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

Attachments:

1- Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Community Facilities District 2004-1
2- Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the

Special Tax within the Proposed Annexation Area to the Spring Lake Maintenance Community Facilities District

3- Resolution No. _____, Declaring the Results of the Special Election for Annexation to Community Facilities District 2004-1

4- Resolution No. _____, Declaring the Results of the Special Election for Annexation to Spring Lake Maintenance Community Facilities District

5- Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1

6- Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District

CITY OF WOODLAND

RESOLUTION NO. _____

A RESOLUTION CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)

Annexation No. 1

WHEREAS, on June 22, 2004, the City Council (the "City Council") of the City of Woodland (the "City"), approved Resolution No. 4559 establishing Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, for the purpose of providing for the financing of certain public facilities (the "Facilities") described in Exhibit A hereto;

WHEREAS, at a special election held on June 22, 2004, more than two-thirds of the votes cast were in favor of the levy of a special tax, the establishment of an appropriations limit, and the incurrence of a bonded indebtedness of the CFD, all as determined by the City Council in Resolution No. 4560, duly adopted on June 22, 2004;

WHEREAS, the City Council on March 17, 2015, duly adopted Resolution No. 6401 (the "Resolution of Intention") declaring its intention to annex certain territory to the CFD and to levy a special tax within that territory to pay for the Facilities and setting a public hearing on the proposed annexation for May 5, 2015;

WHEREAS, the public hearing on the proposed annexation was continued to May 19, 2015 and continued again to June 2, 2015;

WHEREAS, the territory proposed to be annexed is identified in a map entitled "Proposed Annexation Map No. 1 of Community Facilities District No. 2004-1 (Spring Lake), City of Woodland, Yolo County, California," a copy of which was recorded on April 9, 2015, in Book 2015 of Maps of Assessment and Community Facilities Districts at Page 43 in the office of the Yolo County Recorder;

WHEREAS, the City Council convened a public hearing on Tuesday, May 5, 2015, at the regular meeting place of the City Council, 300 First Street, Woodland, California, at which hearing all persons interested, including all taxpayers, property owners and registered voters within the CFD and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to the CFD and the levy of special taxes within the territory proposed to be annexed;

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD, or by the owners of one-half (1/2) or more of the territory to be annexed;

WHEREAS, the City Council has determined that there are no registered voters residing in the territory proposed to be annexed to the CFD and that the qualified electors in such territory are the landowners;

WHEREAS, on the basis of all of the foregoing, the City Council has determined to call an election to authorize the annexation of territory to the CFD and the levying of a special tax as described in Exhibit B hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election;

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

Section 1. **Recitals**. All of the above recitals are true and correct, and the City Council so finds and determines.

Section 2. **Confirmation of Findings in Resolution of Intention**. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. **Finding Regarding Protests**. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. **Finding Regarding Prior Proceedings**. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to the CFD are valid and in conformity with the requirements of the Act.

Section 5. **Tax Lien**. Upon recordation of an amended notice of special tax lien pursuant to Sections 3117.5 and 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the territory proposed to be annexed and this lien shall continue in force and effect until the collection of the tax is terminated by the City Council.

Section 6. **Finding Regarding Election Procedures**. The City Council finds and determines that the landowners of the territory proposed to be annexed to the CFD have unanimously waived the provision of Government Code Section 53326(a) requiring a minimum of 90 days to elapse between the adoption of this Resolution and the election; the requirements of Government Code Section 53327(a) and the provisions of the Elections Code cited therein relating to the preparation and delivery of an impartial analysis and the affording of opportunity for argument and rebuttal; and all other time limits and procedural requirements in the Elections Code or elsewhere pertaining to the conduct of the election.

Section 7. **Call and Order of Election**. The City Council hereby calls and orders a special election to be held on Tuesday, May 5, 2015 ("election day"), at which election the question of levying the special tax within the territory proposed to be annexed shall be submitted to the qualified electors of the territory proposed to be annexed. The terms of the measure are described in this Resolution. The abbreviated form of the statement of the ballot measure is set forth in Exhibit C hereto and is incorporated herein by reference.

Section 8. **Vote Required**. If the proposition on the question of levying the special tax within the territory proposed to be annexed receives the approval of more than two-thirds (2/3) of the votes cast on the proposition, then the territory proposed to be annexed will be added to and become part of the CFD with full legal effect and the City Council will be authorized to levy the special tax within the annexed territory.

Section 9. **Submission of Ballot Proposition**. The City Council hereby submits to the landowners within the territory proposed to be annexed to the CFD at the special election the ballot proposition set forth in Section 6 of this resolution. The City Council hereby authorizes the City Clerk to conduct the election.

Section 10. **Conduct of Election**. The special election shall be held and conducted, the returns canvassed, and the results ascertained and determined, as herein provided:

(a) All owners of land within the territory proposed to be annexed to the CFD upon the date of the special election shall be qualified to vote upon the measure submitted at the special election. Each landowner shall have one vote for each acre or portion thereof that she, he, or it owns within the territory proposed to be annexed to the CFD, as provided in Government Code section 53326(b).

(b) Pursuant to Government Code section 53327, the special election shall be conducted as a mailed ballot election, in accordance with the provisions of Sections 4100-4108 of the Elections Code. There shall be no polling places for the special election.

(c) The City Clerk is authorized to mail to each landowner in the territory proposed to be annexed to the CFD a ballot in the form set forth in Exhibit C hereto.

(d) Each voter desiring to vote in favor of the measure to levy a special tax shall mark an "X" or a check mark in the voting square opposite the word "YES." To vote against the measure, the voter shall mark an "X" or a check mark in the voting square opposite the word "NO."

(e) The City Clerk shall accept the ballots of the landowners up to five minutes following the adoption of this resolution by the Board. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(f) The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(g) The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

(h) The City Council ratifies the City Clerk's mailing of the ballots in advance of the call of the election.

Section 11. **General Authorization with Respect to the Election**. The members of the City Council, the City Clerk, and the other officers of the City are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution. All actions heretofore taken by the officers and agents of the City that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 12. **Accountability Measures**. Pursuant to Section 50075.1 of the California Government Code, the City has created a separate account into which the special tax proceeds shall be deposited; and the City shall prepare a report, as required, pursuant to the requirements of Section 53343.1.

Section 13. **CEQA Compliance**. The City Council hereby determines that the annexation of territory to the CFD is not a project as defined under the provisions of the California Environmental Quality Act ("C.E.Q.A.") pursuant to Section 15378 of the C.E.Q.A. guidelines and directs the City staff to file a notice of exemption with Yolo County.

Section 14. **Effective Date**. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council on this 2nd day of June 2015, by the following vote:

AYES: Council Members
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

EXHIBIT A

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Spring Lake)

LIST OF AUTHORIZED FACILITIES

A. PUBLIC IMPROVEMENTS

The following improvements represent the primary facilities that are authorized to be constructed with Mello-Roos CFD Special Tax proceeds. These facilities are representative of the authorized local infrastructure required for development of the Spring Lake Specific Plan area.

(1) Sewer System Improvements

Authorized facilities include any and all sewer system improvements designed to serve the development needs of the Spring Lake area. These facilities may include major collection system, sewer lines (gravity lines and force main), lift station, water wells (for the flushing of sewer lines), maintenance roads, and all other appurtenances related to sewer system improvements.

(2) Water System Improvements

Authorized facilities include any and all water transmission main improvements designed to serve the development needs of the Spring Lake area. These facilities may include water wells, pumping systems, transmission mains, and any other appurtenances related to water system improvements.

(3) Drainage Improvements

Authorized facilities include any or all off –site drainage and storm water conveyance improvements designed to serve the needs of development within the CFD. These facilities include, but are not limited to: pipeline and appurtenances; drainage channels; detention basins/ponds; temporary drainage facilities; water quality improvements (including basins); and related drainage system improvements.

(4) Park Improvements

Authorized facilities include any and all park improvements designed to serve the needs of the Spring Lake area. These facilities may include neighborhood and sports parks, including the development of parks, parkways, bike trails, paths, open space, playing facilities, and any other appurtenances related to park improvements.

(5) Transportation Improvements

Authorized facilities include, but may not be limited to, the following transportation-related improvements:

- Portions of Gibson Road
- Portions of County Road 102
- Portions of Pioneer Avenue
- Parkway Drive
- Portions of East Street
- Portions of County Road 25A
- Portions of County Road 101
- County Road 24C
- Farmer’s Central Road

Eligible transportation-related facility improvements include, but are not limited to: grading and paving; existing pavement removal; joint trenches; utility relocations and underground utilities; curbs; gutters; bridge and/or box culvert crossings; street lights and signalization; signage and striping; and median landscaping related thereto.

B. OTHER EXPENSE

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation and environmental remediation/mitigation); land acquisition for authorized CFD facilities; project management; construction staking, utility relocation and demolition cost incident to the construction of the public facilities; cost associated with the creation of the Mello-Roos CFD: issuance of bonds: determination of the amount of taxes; collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; reimbursements to parties funding infrastructure facilities serving development within the CFD; and, any other expenses incidental to the construction, completion, and inspection of the facilities.

EXHIBIT B

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Spring Lake)

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2004-1 (Spring Lake) [herein "CFD No. 2004-1"] shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2004-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2004-1 unless a separate Rate, Method of Apportionment, and Manner of Collection of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, parcel map or other map recorded in the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to CFD No. 2004-1 and the Bonds, including, but not limited to, costs of levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into CFD No. 2004-1, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the City in any way related to the establishment or administration of CFD No. 2004-1.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this Rate and Method.

“Affordable Cluster Unit” means a residential unit that is smaller and built at a higher density than indicated by the Specific Plan Land Use Designation for the Parcel in order to meet the City’s affordable housing requirements. The City shall determine, in its sole discretion, whether Affordable Cluster Units are included in each Final Map that is submitted to the City for approval.

“Affordable Multi-Family Property” means a Parcel of Multi-Family Property that is either deed-restricted to maintain the affordability of the residential units within the building or, in the City’s sole discretion, otherwise qualifies as affordable housing.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Attachment 1” means Attachment 1 to this Rate and Method, which will be updated regularly by the Administrator as Successor Parcels are created within CFD No. 2004-1, Expected Units/Acres are transferred among Parcels, and additional BUAs are assigned to Parcels above the amount assigned as of CFD Formation.

“Base Maximum Special Tax” means the Maximum Special Tax for each Specific Plan Land Use Designation, as shown in Section C.1 below, that was used to assign the Maximum Special Tax to each Original Parcel at CFD Formation. The Base Maximum Special Tax for Residential Units shown in Section C.1 is also intended to be the final Maximum Special Tax that will be in effect when a Residential Unit is sold to a homeowner, although the actual Maximum Special Tax per Residential Unit may be higher if a mandatory prepayment is not received to offset a Unit/Acre Deficit, as set forth in Section C.3a below.

“Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by the City for CFD No. 2004-1 under the Act.

“BUA” means the single family residential building unit allocations assigned by the City to Parcels within CFD No. 2004-1 pursuant to Chapter 26 of the City of Woodland Municipal Code.

“BUA Release” means that the City has allocated additional BUAs to Parcels in CFD No. 2004-1 and, because of the BUA Release, additional Residential Units or High Density Acres can be developed on such Parcels.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2004-1 was adopted by the City Council.

"City" means the City of Woodland.

"City Council" means the city council of the City of Woodland, acting as the legislative body for CFD No. 2004-1.

"County" means the County of Yolo.

"Developed Property" means, in any Fiscal Year, any Parcel of Taxable Property in CFD No. 2004-1 for which a building permit was issued prior to January 1 of the preceding Fiscal Year.

"Development Rights" means, for any Parcel within CFD No. 2004-1, either of the following (i) that BUAs have been assigned to the Parcel based on a BUA Release that has already taken place, (ii) on which single family detached or single family attached affordable units can be built without BUAs being assigned for such units, or (iii) that the Parcel, or a portion thereof, is High-Density Property pursuant to the definition set forth below.

"Duplex/Half-Plex Property" means, in any Fiscal Year, any Parcel of Developed Property for which a building permit was issued for construction of a residential dwelling unit that shares a common wall with one other residential unit.

"Expected Units/Acres" means the number of Residential Units or High-Density Acres within each Specific Plan Land Use Designation that are expected on an Original Parcel in CFD No. 2004-1. The Expected Units/Acres for each Original Parcel as of CFD Formation are shown in Attachment 1 of this Rate and Method. In relation to Successor Parcels, "Expected Units/Acres" means the number of Residential Units or High Density Acres within each Specific Plan Land Use Designation that was assigned by the Administrator to the Successor Parcel when the Original Parcel was subdivided.

"Expected Maximum Special Tax Revenues" means the amount of revenue that would be available in any Fiscal Year if the Maximum Special Tax were levied on the Expected Units/Acres. The Expected Maximum Special Tax Revenues for each Original Parcel as of CFD Formation are shown in Attachment 1 of this Rate and Method. The Administrator shall update the Expected Maximum Special Tax Revenues for each Parcel within the CFD after each BUA Release, and the Administrator shall update Attachment 1 to keep a current record of the Expected Maximum Special Tax Revenues within the CFD.

"Final Map" means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Sections 66410 *et seq*.) that creates Residential Lots. The term "Final Map" shall not include any Assessor's Parcel Map or subdivision map or portion thereof that does not create Residential Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"High Density Acres" means the Acreage of High Density Property.

"High-Density Property" means property with a Specific Plan Land Use Designation of R-15, R-20 or R-25.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, any Parcel of Developed Property for which a building permit was issued for construction of a residential structure with three or more residential units that share common walls, all of which are offered for rent to the general public.

"Original Parcel" means an Assessor's Parcel in CFD No. 2004-1 at the time of CFD Formation or added to the CFD upon annexation, as identified in Attachment 1 (which shall be updated after each annexation). A Successor Parcel that is being further subdivided shall also be considered an Original Parcel for purposes of determining the Maximum Special Taxes pursuant to Section C below.

"Proportionately" means that the ratio of the actual Special Tax levied in a Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels within a class of property (Developed Property, Small Lot Tentative Map Property or Undeveloped Property).

"Public Property" means any property within the boundaries of CFD No. 2004-1 that is owned by the federal government, State of California, City, County or other public agency.

"Rate and Method" means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

"Residential Lot" means a Parcel within a Final Map on which an individual Residential Unit, single family attached building, condominium unit, or multi-family building can be constructed without further subdivision of the Parcel.

"Residential Unit" means a single family detached residential dwelling unit or, for Duplex/Half-Plex Property, an individual residential dwelling unit that shares a common wall with another unit.

"Small Lot Tentative Map" means a map that is made for the purpose of showing the design of a proposed subdivision, including the individual Residential Lots that are expected within the subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property within the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Property" means, in any Fiscal Year, all Parcels which are included within a Small Lot Tentative Map that was approved by June 30 of the prior Fiscal Year (including any such maps that have subsequently expired), and which have not yet become Developed Property.

"Special Tax" means any tax levied pursuant to the Act on property within CFD No. 2004-1.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay the principal of and interest on Bonds that is due in the calendar year that begins in such Fiscal Year; (ii) create and/or replenish reserve funds for the Bonds; (iii) cure any delinquencies in the payment of the principal of or interest on Bonds that have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected; (iv) pay Administrative Expenses; and (v) pay the costs of public improvements and public infrastructure authorized to be financed by CFD No. 2004-1. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Specific Plan Land Use Designation" means the land use designation dictated by the Spring Lake Specific Plan, as determined in the sole discretion of the City. For purposes of designating the Expected Land Uses in Attachment 1, Duplex/Half-Plex Property and Affordable Cluster Units shall also be considered a Specific Plan Land Use Designation.

"Successor Parcel" means a Parcel of Taxable Property created from an Original Parcel or another Successor Parcel by subdivision or lot line adjustment.

"Taxable Non-Residential Property" means, in any Fiscal Year, any Assessor's Parcel of Developed Property that: (i) had a building permit issued prior to January 1 of the prior Fiscal Year for construction of a commercial or industrial building, and (ii) had, in prior Fiscal Years, been developed and taxed as residential property or designated for Residential Units or High-Density Acres in the Spring Lake Specific Plan. If a Parcel that had been designated for Residential Units or High-Density Acres is subsequently designated for non-residential development, the Parcel will not become Taxable Non-Residential Property <u>if</u>, in the City's sole discretion, the Expected Units/Acres from that Parcel were shifted to another Parcel with no resulting decrease in the Expected Maximum Special Tax Revenues associated with those Expected Units/Acres.

"Taxable Property" means any Assessor's Parcel within the boundaries of CFD No. 2004-1 that is not exempt from the Special Tax pursuant to law or Section F below.

"Undeveloped Property" means, in any Fiscal Year, any Parcel of Taxable Property within CFD No. 2004-1 that is not Developed Property or Small Lot Tentative Map Property, as defined above.

"Unit/Acre Deficit" means the difference between the Expected Units/Acres within each Specific Plan Land Use Designation for a particular Parcel and the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation indicated on a Final Map for the Parcel to the extent such Unit/Acre Deficit is not offset by a Residential Unit or High-Density Acre transfer pursuant to Section C.5 of this Rate and Method. The City shall determine, in its sole discretion, whether a Unit/Acre Deficit exists pursuant to the steps set forth in Section C below.

B. <u>DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX</u>

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for Taxable Property within CFD No. 2004-1. Each Fiscal Year, the Administrator shall also (i) categorize each Parcel of Taxable Property as Developed Property, Small Lot Tentative Map Property or Undeveloped Property, (ii) determine if Parcels of Multi-Family Property are Affordable Multi-Family Property, (iii) determine if there are Parcels of Taxable Non-Residential Property in CFD No. 2004-1, and (iv) calculate the Special Tax Requirement for the Fiscal Year.

In addition, on an ongoing basis, the Administrator shall track the subdivision of Original Parcels and Successor Parcels within CFD 2004-1, meet with the City to determine how the Expected Units/Acres should be allocated among Successor Parcels, determine if there has been an additional BUA Release, determine whether transfers of Expected Units/Acres have occurred pursuant to Section C.5 below, and update Attachment 1 to reflect new Parcel numbers and the current allocation of Expected Units/Acres among the Parcels.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2004-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Original Parcel or Successor Parcel that was subdivided by recordation of the parcel map. Similarly, if a portion of a Parcel is included in an approved Small Lot Tentative Map while the remainder of the Parcel is Undeveloped Property, the Administrator shall separately calculate the Special Tax that applies to the Small Lot Tentative Map Property and the Undeveloped Property within the Parcel, and the Special Tax levied on the Parcel shall be the sum of the two figures.

C. <u>MAXIMUM SPECIAL TAX</u>

1. Base Maximum Special Tax

The Fiscal Year 2004-05 Base Maximum Special Taxes shown in Table 1 below were used to determine the Expected Maximum Special Tax Revenues from each Original Parcel as of CFD

Formation and shall be used to allocate the Maximum Special Tax to Successor Parcels as explained below in this Section C.

TABLE 1	
Zoning Designation	**Base Maximum Special Tax (Fiscal Year 2004-05)***
R-3	$1,975 per Residential Unit
R-4	$1,900 per Residential Unit
R-5	$1,700 per Residential Unit
R-8	$1,400 per Residential Unit
Duplex/Half-Plex Property	$1,400 per Residential Unit
Affordable Cluster Units	$667 per Residential Unit
R-15	$10,000 per Acre
R-20	$9,200 per Acre
R-25	$9,200 per Acre

On July 1, 2005 and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

Once a Special Tax has been levied on a Parcel of Developed Property, the Maximum Special Tax applicable to that Parcel shall not be reduced in future Fiscal Years regardless of changes in land use on the Parcel. Notwithstanding the foregoing, the actual Special Tax levied on a Parcel of Developed Property in any Fiscal Year may be less than the Maximum Special Tax if a lower Special Tax is calculated pursuant to Step 1 in Section D below.

2. Original Parcels

The Maximum Special Tax as of CFD Formation for each Original Parcel in CFD No. 2004-1 is identified in Attachment 1. Thereafter, the Parcels and Expected Units/Acres within each Specific Plan Land Use Designation and the Maximum Special Tax assigned to each Original Parcel may be revised due to lot line adjustments, tentative map revisions, changes in BUA assignments, rezonings, an additional BUA Release or Expected Unit/Acre transfers (as discussed in Section C.5 below) as long as such revisions do not reduce the Expected Maximum Special Tax Revenues available within the CFD. Revisions to the number of Expected Units/Acres shall be allowed at the City's discretion after receipt of a written request from the owners of Parcels affected by the revision.

3. Successor Parcels

When a Final Map is submitted to the City that will result in the subdivision of an Original Parcel, the Administrator shall compare the land uses proposed for the Successor Parcels to the land uses that had been expected for the Original Parcel, based on reference to Attachment 1. ***Prior to approval of the Final Map***, the Maximum Special Tax shall be determined for each Successor Parcel as follows:

a. <u>All Successor Parcels are Residential Lots</u>

If all Successor Parcels are Residential Lots, the Maximum Special Tax for each Successor Parcel shall be determined as follows:

(i) If the total number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation proposed on the Successor Parcels is ***greater than or equal to*** the Expected Units/Acres for that Original Parcel (as shown in Attachment 1), the Maximum Special Tax for each Successor Parcel shall be determined by multiplying the Base Maximum Special Tax for each Specific Plan Land Use Designation from Table 1 above by the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation expected on each Successor Parcel.

(ii) If the total number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation proposed on the Successor Parcels is ***less than*** the Expected Units/Acres within each Specific Plan Land Use Designation for that Original Parcel (as shown in Attachment 1), the Maximum Special Tax for each Successor Parcel shall be determined by multiplying the Base Maximum Special Tax for each Specific Plan Land Use Designation from Table 1 above by the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation expected on each Successor Parcel. In addition, the Administrator shall identify the Unit/Acre Deficit and, <u>prior to recordation of the Final Map</u>, the landowner shall be required to prepay the Maximum Special Tax associated with the Unit/Acre Deficit per the formula provided in Section G.

Notwithstanding the above, if there was not a Unit/Acre Deficit based on the proposed Final Map, but the number of Residential Units or High-Density Acres within each Specific Plan Land Use Designation shifted resulting in a reduction in the Expected Maximum Special Tax Revenues, a mandatory prepayment shall still be required to make up for the loss in revenues. In such case, the Maximum Special Tax to be used in Step 1 of the prepayment formula set forth in Section G

below shall be the dollar amount by which the Expected Maximum Special Tax Revenues were reduced due to the change in Specific Plan Land Use Designation.

If, for any reason, a Final Map is recorded that will result in a reduction in the Expected Maximum Special Tax Revenues, and the mandatory prepayment was not collected prior to the recordation, the amount of the prepayment that should have been collected may be spread on a per-acre basis and included on the next property tax bill for all Assessor's Parcels within the Final Map. Alternatively, the Maximum Special Tax on Residential Lots within the Final Map that have not yet been sold to individual homebuyers may be increased until the amount that can be collected from all property within the Final Map is equal to the Expected Maximum Special Tax Revenues for that area.

b. Some, But Not All, Successor Parcels are Residential Lots

If some, but not all, Successor Parcels are Residential Lots, the Administrator shall apply the following steps to determine Maximum Special Tax for each Successor Parcel:

(i) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the portion of the Original Parcel that is being subdivided into Residential Lots and apply steps (i) and (ii) from Section C.3.a above to calculate the Maximum Special Tax for the Successor Parcels created from that portion of the Original Parcel. The Administrator shall also determine whether a Unit/Acre Deficit exists based on the number of Expected Units/Acres within each Specific Plan Land Use Designation for the portion of the Original Parcel compared to the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation that would result from the proposed Final Map. If a Unit/Acre Deficit or change in Specific Plan Land Use Designation is proposed that would reduce the Expected Maximum Special Tax Revenues from that portion of the Original Parcel, a mandatory prepayment will be required to offset such reduction. Alternatively, the Maximum Special Tax on Residential Lots within the Final Map that have not yet been sold to individual homebuyers may be increased until the amount that can be collected from all property within the Final Map is equal to the Expected Maximum Special Tax Revenues for that area.

(ii) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the other Successor Parcels created from the subdivision of the Original Parcel, and apply the direction set forth in Sections C.3.c or C.3.d, as appropriate.

c. Taxable Non-Residential Property and Public Property

If a Successor Parcel that had been assigned Expected Units/Acres becomes Taxable Non-Residential Property or Public Property, and the Expected Units/Acres have not been transferred to another Parcel of Taxable Property, the Administrator shall determine the Maximum Special Tax for the Parcel as follows:

(i) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the Successor Parcel.

(ii) Multiply the Base Maximum Special Tax from Section C.1 by the number of Expected Units/Acres within each Specific Plan Land Use Designation for the Parcel.

d. Property Subject to Further Subdivision or Future BUA Release

If a Successor Parcel will be further subdivided prior to issuance of building permits, the Maximum Special Tax assigned to the Successor Parcel shall be determined by multiplying the number of Expected Units/Acres within each Specific Plan Land Use Designation for the Successor Parcel by the Base Maximum Special Tax for each Specific Plan Land Use Designation as set forth in Section C.1. Notwithstanding the foregoing, if the City determines that a Successor Parcel has no Development Rights until there is an additional BUA Release, such Successor Parcel shall not have a Maximum Special Tax assigned to it and shall not be subject to a Special Tax levy until such BUA Release takes effect. Notwithstanding the foregoing, if only a portion of a Successor Parcel cannot be developed until a future BUA Release, the full Parcel shall be subject to the Special Tax levy based on the Development Rights that are already assigned to the Parcel.

In determining the Maximum Special Tax for any Successor Parcel, the City shall make the final determination of the Expected Units/Acres within each Specific Plan Land Use Designation. In no event shall a transfer of Expected Units/Acres among Parcels result in a reduction in the total Expected Maximum Special Tax Revenues for CFD No. 2004-1, as identified in Attachment 1.

4. Parcels Annexed into CFD No. 2004-1

Any Parcel annexed into CFD No. 2004-1 shall be assigned a number of Expected Units/Acres and a corresponding Maximum Special Tax in accordance with the annexation documents adopted by the City Council. The Parcel shall thereafter be treated as an Original Parcel for purposes of this Rate and Method, and the Administrator shall update Attachment 1 to include the new Parcel(s).

5. Unit/Acre Transfers

If a landowner proposes reducing the number of Expected Units/Acres on one Parcel and increasing the Expected Units/Acres on another Parcel, the City may allow such a transfer of Expected Units/Acres and the corresponding Expected Maximum Special Tax Revenues if both of the following conditions are met: (i) any decrease in one Parcel's Expected Maximum Special Tax Revenues is offset by an equal increase in the Expected Maximum Special Tax Revenues assigned to other Parcels, and (ii) written consent has been received by the City from all owners of Parcels affected by the transfers. After the transfers have been approved by the City, the

Administrator shall update Attachment 1 to reflect the new assignments. This Section C.5 does not relate to the transfer of BUAs among property owners, which will be handled separately by the City.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and a Special Tax shall be levied according to the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Fiscal Year determined pursuant to Section C until the amount levied on Developed Property is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after applying Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Small Lot Tentative Map Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Small Lot Tentative Map Property determined pursuant to Section C.

Step 3: If additional revenue is needed after applying Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Undeveloped Property determined pursuant to Section C.

E. MANNER OF COLLECTION OF THE SPECIAL TAX

The Special Taxes for CFD No. 2004-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that prepayments are permitted as set forth in Section G below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until the principal of and interest on Bonds have been repaid and authorized facilities to be constructed directly from Special Taxes proceeds have been completed. However, in no event shall Special Taxes be levied after Fiscal Year 2049-2050. Under no circumstances may the Special Tax on one Parcel be increased by more than ten percent (10%) as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels.

F. EXEMPTIONS

Notwithstanding any other provisions of the Rate and Method, no Special Tax shall be levied on: (i) Public Property, except as otherwise provided in the Act and in Section C.3.c of this Rate and Method, (ii) Parcels that have prepaid the Special Tax obligation and had a Release of Special Tax Lien recorded against the property, (iii) Parcels developed with non-residential land uses if such Parcels are not determined to be Taxable Non-Residential Property, (iv) Parcels of Affordable Multi-Family Property, and (v) Parcels that, in the City's sole discretion, do not have Development Rights and, because of this lack of Development Rights, are not able to develop until a future BUA Release takes place.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

> **"Future Facilities Costs"** means the Public Facilities Requirement (as defined below) minus public facility costs funded by Previously Issued Bonds (as defined below), interest earnings on the construction fund actually earned prior to the date of prepayment, Special Taxes collected to directly fund authorized facilities, developer equity, and/or any other source of funding.
>
> **"Outstanding Bonds"** means all Previously Issued Bonds that remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding, that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of **"Outstanding Bonds"** for purposes of the prepayment formula.
>
> **"Previously Issued Bonds"** means all Bonds that have been issued with respect to CFD No. 2004-1 prior to the date of prepayment.
>
> **"Public Facilities Requirement"** means either $30,500,000 in 2004 dollars, which shall increase by the greater of (i) the percentage increase, if any, in the construction cost index for the San Francisco region for the prior twelve (12) month period as published in the Engineering News Record or other comparable source if the Engineering News Record is discontinued or otherwise not available, or (ii) three percent (3%) on January 1, 2004, and on each January 1 thereafter, or such other number as shall be determined by the City as sufficient to fund public facilities to be provided by CFD No. 2004-1 under the authorized bonding program for CFD No. 2004-1. Notwithstanding the foregoing, after each BUA Release, the Administrator shall recalculate the Public Facilities Requirement to include the estimated public facilities costs that will be funded by the increased Expected Maximum Special Tax Revenue that is generated from the Residential Units and High Density Acres that were added to the Expected Land Uses by the BUA Release. In addition, a separate
>
> Public Facilities Requirement shall be identified by the City for property that annexes into CFD No. 2004-1 in future years.

The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 2004-1 may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that (i) a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment, and (ii) the Special Tax obligation shall not be fully released from a Parcel if such Parcel is expected to be subject to a Special Tax levy after a future BUA Release. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City shall notify such owner of the prepayment amount for such Assessor's Parcel. Prepayment must be made not less than 60 days prior to any interest payment date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

Bond Redemption Amount	
plus:	Future Facilities Amount
plus:	Redemption Premium
plus:	Defeasance Requirement
plus:	Administrative Fees and Expenses
plus:	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the District. The Maximum Special Tax for the Parcel shall include the Expected Units/Acres assigned to the Parcel from all BUA Releases that have taken place as of the date the prepayment is calculated.

If this Section G is being applied to effect a mandatory prepayment pursuant to Section C above, use, for purposes of this Step 1, the amount by which the Expected Maximum Special Tax Revenues have been reduced due to the Unit Deficit or change in Specific Plan Land Use Designation that required the mandatory prepayment.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Assessor's Parcel by the then-current Expected Maximum Special Tax Revenues for the entire CFD, which shall take into account the Maximum Special Tax Revenues that can be collected from the Expected Units/Acres from all BUA Releases that have taken place as of the date the prepayment is calculated.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "***Bond Redemption Amount***").

Step 4. Compute the current Future Facilities Costs.

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Future Facilities Costs to be prepaid (the "***Future Facilities Amount***").

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the ***"Redemption Premium").***

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, which, depending on the Bond offering document, may be as early as the next interest payment date.

Step 8. Compute the amount of interest the City reasonably expects to derive from the reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9. Take the amount computed pursuant to Step 7 and subtract the amount computed pursuant to Step 8 (the "***Defeasance Requirement***").

Step 10. The administration fees and expenses of CFD No. 2004-1 are as calculated by the City and include the costs of computing the prepayment, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "***Administrative Fees and Expenses***").

Step 11. A reserve fund credit shall be calculated equal to the amount of the reduction, if any, in the applicable reserve fund for the Outstanding Bonds to be made as a result of the redemption of Bonds pursuant to the prepayment (the "***Reserve Fund Credit***").

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the " ***Prepayment Amount***").

H. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method.

ATTACHMENT 1

Expected Units/Acres and
Expected Maximum Special Tax Revenues
For Original Parcels

Developer or Owner as of CFD Formation	Assessor's Parcel Number for Original Parcel	Land Use Designation	Expected Residential Units or High-Density Acres as of 3/6/2015	Base Maximum Special Tax (FY 2014-15) /1	Expected Maximum Special Tax Revenue (FY 2014-15) /1
Prudler Sievers	041-070-43	R-5	136 units	$2,072 per unit	$281,832
		Duplex/Halfplex	18 units	$1,707 per unit	$30,719
		R-15	2.1 acres	$12,190 per acre	$25,599
Merritt	042-010-51	R-5	42 units	$2,072 per unit	$87,036
		Duplex/Halfplex	4 units	$1,707 per unit	$6,826
		R-20	2.8 acres	$11,215 per acre	$31,401
Heidrick	042-010-05	R-5	127 units	$2,072 per unit	$263,181
		R-8	14 units	$1,707 per unit	23892.29063
		Duplex/Halfplex	14 units	$1,707 per unit	$23,892
		R-25	0 acres	$11,215 per acre	$0
TOC-160 (East)	042-010-58	R-5	220 units	$2,072 per unit	$455,904
		R-8	103 units	$1,707 per unit	$175,779
		Duplex/Halfplex	45 units	$1,707 per unit	$76,797
		Affordable Cluster	10 units	$813 per unit	$8,131
TOC-160 (West)	042-010-59	R-5	113 units	$2,072 per unit	$234,169
		R-8	187 units	$1,707 per unit	$319,133
		Duplex/Halfplex	26 units	$1,707 per unit	$44,371
		R-20	0 acres	$11,215 per acre	$0
Beeghly	042-010-44	R-4	75 units	$2,316 per unit	$173,707
		R-5	194 units	$2,072 per unit	$402,024
		R-8	5 units	$1,707 per unit	$8,533
		Duplex/Halfplex	28 units	$1,707 per unit	$47,785
		Affordable Cluster	10 units	$813 per unit	$8,131
		R-15	3.5 acres	$12,190 per acre	$42,665
Russell	042-030-14	R-3	67 units	$2,408 per unit	$161,303
		R-4	270 units	$2,316 per unit	$625,344
		Affordable Cluster	26 units	$813 per unit	$21,140
		R-15	4.69 acres	$12,190 per acre	$57,171
Hollman	042-010-18	R-20	4.38 acres	$11,215 per acre	$49,121
Hollman	042-010-17	R-15	4.2 acres	$12,190 per acre	$51,198
Total Expected Maximum Special Tax Revenues					$3,736,782

/1 Includes expected land use changes as of January 1, 2014.
Includes all Second Release BUAs released by the City through March 6, 2015.
Excludes all parcels that have prepaid their special tax obligation in time to be removed from the fiscal year 2014-15 tax levy.

On July 1, 2005 and on each July 1 thereafter, the Base Maximum Special Taxes and Expected Maximum Special Tax Revenues shown above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

EXHIBIT C

OFFICIAL BALLOT

SPECIAL TAX ELECTION
CITY OF WOODLAND
ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
(May 5, 2015)

Number of votes entitled to cast: ______

INSTRUCTIONS TO VOTERS: To vote on the measure, mark an (X) or a check mark in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk, 300 First Street, Woodland, California 95695, to obtain another.

MEASURE SUBMITTED TO VOTE OF VOTERS

Ballot Measure:	"Shall the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 6401 adopted by the City Council of the City of Woodland on March 17, 2015, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Proposed Annexation Map No. 1 Community Facilities District No. 2004-1 (Spring Lake), City of Woodland, Yolo County, California"?	YES: ☐ NO: ☐

NOTE: This is a special landowner election. You must return this ballot to the City Clerk, City of Woodland, to her office at 300 First Street, Woodland, California 95695, by 4:00 p.m. on May 5, 2015.

CITY OF WOODLAND

RESOLUTION NO. _____

A RESOLUTION CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT

Annexation No. 1

WHEREAS, on March 22, 2005, the City Council (the "City Council") of the City of Woodland (the "City"), approved Resolution No. 4622 establishing the Spring Lake Maintenance Community Facilities District (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, for the purpose of providing for the financing of certain public services (the "Services") described in Exhibit A hereto;

WHEREAS, at a special election held on March 22, 2005, more than two-thirds of the votes cast were in favor of the levy of a special tax and the establishment of an appropriations limit of the CFD, all as determined by the City Council in Resolution No. 4524, duly adopted on March 22, 2005;

WHEREAS, the City Council on March 17, 2015, duly adopted Resolution No. 6402 (the "Resolution of Intention") declaring its intention to annex certain territory to the CFD and to levy a special tax within that territory to pay for the Services and setting a public hearing on the proposed annexation for May 5, 2015;

WHEREAS, the public hearing on the proposed annexation was continued to May 19, 2015 and continued again to June 2, 2015;

WHEREAS, the territory proposed to be annexed is identified in a map entitled "Proposed Annexation Map No. 1 of Spring Lake Maintenance Community Facilities District, City of Woodland, Yolo County, California," a copy of which was recorded on April 9, 2015, in Book 2015 of Maps of Assessment and Community Facilities Districts at Page 44 in the office of the Yolo County Recorder;

WHEREAS, the City Council convened a public hearing on Tuesday, June 2, 2015, at the regular meeting place of the City Council, 300 First Street, Woodland, California, at which hearing all persons interested, including all taxpayers, property owners and registered voters within the CFD and the territory proposed to be annexed, were given an opportunity to appear and be heard on the proposed annexation of territory to the CFD and the levy of special taxes within the territory proposed to be annexed;

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD, or by the owners of one-half (1/2) or more of the territory to be annexed;

WHEREAS, the City Council has determined that there are no registered voters residing in the territory proposed to be annexed to the CFD and that the qualified electors in such territory are the landowners;

WHEREAS, on the basis of all of the foregoing, the City Council has determined to call an election to authorize the annexation of territory to the CFD and the levying of a special tax as described in Exhibit B hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election;

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

Section 1. **Recitals**. All of the above recitals are true and correct, and the City Council so finds and determines.

Section 2. **Confirmation of Findings in Resolution of Intention**. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. **Finding Regarding Protests**. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. **Finding Regarding Prior Proceedings**. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to the CFD are valid and in conformity with the requirements of the Act.

Section 5. **Tax Lien**. Upon recordation of an amended notice of special tax lien pursuant to Sections 3117.5 and 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the territory proposed to be annexed and this lien shall continue in force and effect until the collection of the tax is terminated by the City Council.

Section 6. **Finding Regarding Election Procedures**. The City Council finds and determines that the landowners of the territory proposed to be annexed to the CFD have unanimously waived the provision of Government Code Section 53326(a) requiring a minimum of 90 days to elapse between the adoption of this Resolution and the election; the requirements of Government Code Section 53327(a) and the provisions of the Elections Code cited therein relating to the preparation and delivery of an impartial analysis and the affording of opportunity for argument and rebuttal; and all other time limits and procedural requirements in the Elections Code or elsewhere pertaining to the conduct of the election.

Section 7. **<u>Call and Order of Election</u>**. The City Council hereby calls and orders a special election to be held on Tuesday, May 5, 2015 ("election day"), at which election the question of levying the special tax within the territory proposed to be annexed shall be submitted to the qualified electors of the territory proposed to be annexed. The terms of the measure are described in this Resolution. The abbreviated form of the statement of the ballot measure is set forth in Exhibit C hereto and is incorporated herein by reference.

Section 8. **<u>Vote Required</u>**. If the proposition on the question of levying the special tax within the territory proposed to be annexed receives the approval of more than two-thirds (2/3) of the votes cast on the proposition, then the territory proposed to be annexed will be added to and become part of the CFD with full legal effect and the City Council will be authorized to levy the special tax within the annexed territory.

Section 9. **<u>Submission of Ballot Proposition</u>**. The City Council hereby submits to the landowners within the territory proposed to be annexed to the CFD at the special election the ballot proposition set forth in Section 6 of this resolution. The City Council hereby authorizes the City Clerk to conduct the election.

Section 10. **<u>Conduct of Election</u>**. The special election shall be held and conducted, the returns canvassed, and the results ascertained and determined, as herein provided:

(a) All owners of land within the territory proposed to be annexed to the CFD upon the date of the special election shall be qualified to vote upon the measure submitted at the special election. Each landowner shall have one vote for each acre or portion thereof that she, he, or it owns within the territory proposed to be annexed to the CFD, as provided in Government Code section 53326(b).

(b) Pursuant to Government Code section 53327, the special election shall be conducted as a mailed ballot election, in accordance with the provisions of Sections 4100-4108 of the Elections Code. There shall be no polling places for the special election.

(c) The City Clerk is authorized to mail to each landowner in the territory proposed to be annexed to the CFD a ballot in the form set forth in Exhibit C hereto.

(d) Each voter desiring to vote in favor of the measure to levy a special tax shall mark an "X" or a check mark in the voting square opposite the word "YES." To vote against the measure, the voter shall mark an "X" or a check mark in the voting square opposite the word "NO."

(e) The City Clerk shall accept the ballots of the landowners up to five minutes following the adoption of this resolution by the Board. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(f) The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(g) The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

(h) The City Council ratifies the City Clerk's mailing of the ballots in advance of the call of the election.

Section 11. **General Authorization with Respect to the Election**. The members of the City Council, the City Clerk, and the other officers of the City are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution. All actions heretofore taken by the officers and agents of the City that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Section 12. **Accountability Measures**. Pursuant to Section 50075.1 of the California Government Code, the City has created a separate account into which the special tax proceeds shall be deposited; and the City shall prepare a report, as required, pursuant to the requirements of Section 53343.1.

Section 13. **CEQA Compliance**. The City Council hereby determines that the annexation of territory to the CFD is not a project as defined under the provisions of the California Environmental Quality Act ("C.E.Q.A.") pursuant to Section 15378 of the C.E.Q.A. guidelines and directs the City staff to file a notice of exemption with Yolo County.

Section 14. **Effective Date**. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council on this 2nd day of June 2015, by the following vote:

AYES: Council Members
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST: APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

EXHIBIT A

CITY OF WOODLAND
SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT

Description of Services

The services (the "Services") described below are proposed to be financed by the City of Woodland Spring Lake Maintenance Community Facilities District (the "District") of the City of Woodland (the "City"). The cost of the Services shall include incidental expenses, including costs associated with forming the District, determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, and costs incurred in order to carry out the authorized purposes of the District.

Services

The Services to be financed are the maintenance of the Facilities. Maintenance services include, but are not limited to, sports park maintenance, including but not limited to athletic fields, snack bars, restrooms, multi-use paths, parking lot and park roadway. The costs of Services shall include the costs of labor, material, administration, personnel, equipment, and utilities.

EXHIBIT "B"

CITY OF WOODLAND
SPRINGLAKE MAINTENANCE COMMUNITY FACILITES DISTRICT
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of the City of Woodland Spring Lake Maintenance Community Facilities District ("CFD") shall be levied on all Assessor's Parcels in the CFD and collected each Fiscal Year commencing in Fiscal Year 2005-06 in an amount determined through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final or other map recorded in the Office of the County Recorder.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or estimated costs incurred by the City, acting for and on behalf of the CFD as the administrator thereof, to determine, levy and collect the Special Taxes, including salaries and benefits of City employees to the extent that such employees provide administrative services to the CFD and a proportionate amount of the City 's general administrative overhead related thereto; the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes; and any other costs required to administer the CFD as determined by the City .

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map, excluding lettered lots thereon, that were recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a building permit prior to the March 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD" means the City of Woodland Spring Lake Maintenance Community Facilities District.

"City" means the City of Woodland.

"Council" means the city council of the City of Woodland, acting as the legislative body of the CFD.

"County" means the County of Yolo, California.

"Developed Property" means all Taxable Property for which a building permit was issued prior to January 1 of the preceding Fiscal Year.

"District General Manager" means the General Manager for the City of Woodland or his or her designee.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Final Map" means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates Residential Lots.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gross Acres" means, for an Assessor's Parcel of Taxable Property which is not located on a Final Map, equal to the Acres for such Assessor's Parcel. The Gross Acres for each Lot or Dwelling Unit, of Residential Property that is located on a Final Map, and for which a building permit may be or has been issued for purposes of constructing one or more Dwelling Units, shall be computed by dividing the Final Map Acres by the number of such Lots or Dwelling Units. The Gross Acres for each Assessor's Parcel of Non-Residential Property that is located within a Final Map shall be determined by allocating the applicable Final Map Acres pro rata on the basis of the Acres for each such Assessor's Parcel.

"Land Use Class" means any of the classes listed in Table 1.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below, that may be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Mixed Use Property" means all Assessor's Parcels that have been classified by the County to allow both Residential Property and Non-Residential Property uses on each such Assessor's Parcel. For an Assessor's Parcel of Mixed Use Property, each Land Use Class thereon is subject to taxation pursuant to the provisions of Section C regardless of the geographic orientation of such Land Use Classes on such Assessor's Parcel.

"Multi-Family Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, townhomes, condominiums, and apartment units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for a structure or structures for non-residential use.

"Operating Fund" means a fund that shall be maintained for the CFD for each Fiscal Year to pay for Park Maintenance and Administrative Expenses.

"Operating Fund Requirement" means, for any Fiscal Year, the sum of the applicable Park Maintenance Requirement.

"Park Maintenance" means the labor, material, administration, personnel, equipment and utilities necessary to maintain the Sports Park improvements, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, playground equipment and associated appurtenant facilities located within the Sports Park.

"Park Maintenance Requirement" means, for any Fiscal Year in which Special Taxes are levied, the amount equal to the budgeted costs for Park Maintenance applicable to the CFD for such Fiscal Year.

"Property Owner Association Property" means any property within the CFD boundaries that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property within each Land Use Class.

"Public Property" means any property within the CFD boundaries that is, at the time of the CFD formation, expected to be used for any public purpose and is owned by or dedicated to the federal government, the State, the County, the City or any other public agency.

"Reserve Fund" means a fund that shall be maintained for the CFD for each Fiscal Year to provide necessary cash flow for the first six months of each Fiscal Year, reserve capital to cover monitoring, maintenance and repair cost overruns and delinquencies in the payment of Special Taxes and a reasonable buffer to prevent large variations in annual Special Tax levies.

"Reserve Fund Requirement" means an amount equal to up to 100% of the Operating Fund Requirement for any Fiscal Year.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one residential dwelling unit.

"Special Tax" means the Special Tax levied pursuant to the provisions of sections C and D below in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property in the CFD to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required in any Fiscal Year for the CFD to: (a) (i) pay the Park Maintenance Requirement; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish the Reserve Fund to the Reserve Fund Requirement; (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (b) a credit for funds available to reduce the annual Special Tax levy, including the excess, if any, in the Reserve Fund above the Reserve Fund Requirement.

"Sports Park" means 28.39 Acres of the 34 Acre park located south of Farmers Central Road, east of Highway 113 and west of Road 101 or other location as determined by the City.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels of Residential Property, Multi-Family Property, Non-Residential Property, Approved Property, Undeveloped Property, and Taxable Property Owner

Association Property within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or as defined below.

"Tax-Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, or (ii) Property Owner Association Property, or (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement.

"Taxable Property Owner Association Property" means all Association Property which is not exempt from the Special Tax pursuant to Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Approved Property or Taxable Property Owners Association Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the CFD shall be classified as Developed Property, Approved Property, Undeveloped Property or Taxable Property Owners Association Property, and shall be subject to Special Taxes pursuant to Sections C and D below. Developed Property shall be further assigned to a Land Use Class as specified in Table 1. Once the Land Use Class of an Assessor's Parcel of Residential Property, Multi-Family or Mixed Use Property is determined it cannot be changed.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2004-1

Land Use Class	Description	Maximum Special Tax
1	Residential Property	$135.00 per Dwelling Unit
2	Multi-Family Property	$112.00 per Dwelling Unit
3	Non-Residential Property	$411.00 per Acre

Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that may be levied on all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's shall determine the allocation to each Land Use Class.

2. **Approved Property, Undeveloped Property and Taxable Property Owner Association Property**

The Maximum Special Tax for Approved Property, Undeveloped Property and Taxable Property Owner Association Property shall be $823.00 per Acre.

3. **Annual Escalation of Maximum Special Tax**

The Maximum Special Tax as shown in the tables above that may be levied on each Assessor's Parcel in The CFD shall be increased each Fiscal Year beginning in Fiscal Year 2006-07 and thereafter by a factor equal to the annual percentage increase in the Engineering News Record Common Labor Cost Index rate.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2005-06, and for each following Fiscal Year, the Council shall levy the CFD Special Tax at the rates established pursuant to steps 1 through 4 below so that the amount of the Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, the Special Tax shall be levied proportionately on each Assessor's Parcel of Taxable Property Owner Association Property at up to 100% of the Maximum Special Tax for Taxable Property Owner Association Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent annually up to the Maximum Special Tax as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

E. EXEMPTIONS

The CFD Administrator shall classify as exempt property (i) Assessor's Parcels defined as Public Property, and (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement.

The CFD Administrator shall classify as exempt property those Assessor's Parcels defined as Property Owner's Association Property provided that no such classification would reduce the sum of all taxable Property to less than 605 Acres. Assessor's Parcels defined as Property Owner Association Property that cannot be classified as exempt property will be classified as Taxable Property Owner Association Property and shall be taxed as part of the fourth step in Section D.

The CFD Administrator will assign Tax-Exempt status in the chronological order in which property becomes exempt.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying and vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the CFD Administrator.

H: TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in Perpetuity.

EXHIBIT C

OFFICIAL BALLOT

SPECIAL TAX ELECTION
CITY OF WOODLAND
ANNEXATION OF TERRITORY TO
SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT
(May 5, 2015)

Number of votes entitled to cast: ______

INSTRUCTIONS TO VOTERS: To vote on the measure, mark an (X) or a check mark in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk, 300 First Street, Woodland, California 95695, to obtain another.

MEASURE SUBMITTED TO VOTE OF VOTERS

Ballot Measure:	"Shall the City of Woodland Spring Lake Maintenance Community Facilities District be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 6402 adopted by the City Council of the City of Woodland on March 17, 2015, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Proposed Annexation Map No. 1 of Spring Lake Maintenance Community Facilities District, City of Woodland, Yolo County, California"?	YES: ☐ NO: ☐

NOTE: This is a special landowner election. You must return this ballot to the City Clerk, City of Woodland, to her office at 300 First Street, Woodland, California 95695, by 4:00 p.m. on May 5, 2015.

CITY OF WOODLAND

RESOLUTION NO. _____

A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON TUESDAY, JUNE 2, 2015, AND ORDERING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)

Annexation No. 1

WHEREAS, in proceedings heretofore conducted by the City Council (the "City Council") of the City of Woodland (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council on June 2, 2015, adopted Resolution No. ____, which resolution called a special election within the territory proposed to be annexed to the City's Community Facilities District No. 2004-1 (Spring Lake) (the "CFD");

WHEREAS, pursuant to the terms of the resolution, the special election was held on May 5, 2015, and the City Clerk has duly canvassed the returns of the election and has filed with the City Council a statement of all votes cast at the election showing the whole number of votes cast within such territory and the whole number of votes cast for and against the measure in such territory and also filed, attached to the statement, her certificate as to the correctness of the statement (the "Statement of Election Results"), a copy of which is attached hereto as Exhibit A;

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

Section 1. **Approval of Canvass**. The canvass by the City Clerk, as shown by the Statement of Election Results is hereby ratified, confirmed, approved, and entered upon the minutes of this meeting.

Section 2. **Statement of the Measure**. At the election, the following measure was submitted to the qualified electors of the territory proposed to be annexed to the CFD and the number of votes cast for and against the measure was as follows:

Ballot Measure:	"Shall the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 6401 adopted by the City Council of the City of Woodland on March 17, 2015, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Proposed Annexation Map No. 1 Community Facilities District No. 2004-1 (Spring Lake), City of Woodland, Yolo County, California"?	YES: ☐ NO: ☐

Section 3. **Votes Cast**. The total number of votes cast in the territory proposed to be annexed to the CFD at the election was __________.

1243760.1 9127-001

Section 4. **Measure Passed**. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Section 5. **Validity of Procedures**. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

Section 6. **Order of Annexation**. The City Council hereby determines and orders that the territory proposed to be annexed to the CFD is added to and part of the CFD with full legal effect.

Section 7. **Amendment to Notice of Special Tax Lien**. The City Clerk is hereby directed to record an amendment to the Notice of Special Tax Lien with the Yolo County Recorder, in accordance with the provisions of Sections 3114.5 and 3117.5 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution.

PASSED AND ADOPTED by the City Council on this 2nd day of June 2015, by the following vote:

AYES: Council Members
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

EXHIBIT A

STATEMENT OF ELECTION RESULTS

I, Ana B. Gonzalez, City Clerk of the City of Woodland (the "City"), hereby certify that:

1. On June 2, 2015, at 300 First Street, Woodland, California, I canvassed the returns of the election called for June 2, 2015, in the territory proposed to be annexed to Community Facilities District No. 2004-1 (Spring Lake) on the following measure:

> "Shall the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 6401 adopted by the City Council of the City of Woodland on March 17, 2015, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Proposed Annexation Map No. 1 Community Facilities District No. 2004-1 (Spring Lake), City of Woodland, Yolo County, California"?

2. The total number of qualified landowner votes eligible to be cast, the total number of votes actually cast at the election, and the total number of votes cast for and against the measure are set forth below. The totals as shown for and against the measure are full, true, and correct. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Qualified Landowner Votes	Votes Cast	YES	NO

Dated: June 2, 2015

____
City Clerk

CITY OF WOODLAND

RESOLUTION NO. _____

A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON TUESDAY, JUNE 2, 2015, AND ORDERING THE ANNEXATION OF TERRITORY TO SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT

Annexation No. 1

WHEREAS, in proceedings heretofore conducted by the City Council (the "City Council") of the City of Woodland (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council on June 2, 2015, adopted Resolution No. ____, which resolution called a special election within the territory proposed to be annexed to the City's Spring Lake Maintenance Community Facilities District (the "CFD");

WHEREAS, pursuant to the terms of the resolution, the special election was held on June 2, 2015, and the City Clerk has duly canvassed the returns of the election and has filed with the City Council a statement of all votes cast at the election showing the whole number of votes cast within such territory and the whole number of votes cast for and against the measure in such territory and also filed, attached to the statement, her certificate as to the correctness of the statement (the "Statement of Election Results"), a copy of which is attached hereto as Exhibit A.

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

Section 1. **Approval of Canvass**. The canvass by the City Clerk, as shown by the Statement of Election Results is hereby ratified, confirmed, approved, and entered upon the minutes of this meeting.

Section 2. **Statement of the Measure**. At the election, the following measure was submitted to the qualified electors of the territory proposed to be annexed to the CFD and the number of votes cast for and against the measure was as follows:

Ballot Measure:	"Shall the City of Woodland Spring Lake Maintenance Community Facilities District be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 6402 adopted by the City Council of the City of Woodland on March 17, 2015, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Proposed Annexation Map No. 1 of Spring Lake Maintenance Community Facilities District, City of Woodland, Yolo County, California"?	YES: ☐ NO: ☐

Section 3. **Votes Cast**. The total number of votes cast in the territory proposed to be annexed to the CFD at the election was __________.

1243775.1 9127-001

Section 4. **Measure Passed**. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Section 5. **Validity of Procedures**. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

Section 6. **Order of Annexation**. The City Council hereby determines and orders that the territory proposed to be annexed to the CFD is added to and part of the CFD with full legal effect.

Section 7. **Amendment to Notice of Special Tax Lien**. The City Clerk is hereby directed to record an amendment to the Notice of Special Tax Lien with the Yolo County Recorder, in accordance with the provisions of Sections 3114.5 and 3117.5 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution.

PASSED AND ADOPTED by the City Council on this 2nd day of June 2015, by the following vote:

AYES: Council Members
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

EXHIBIT A

STATEMENT OF ELECTION RESULTS

I, Ana B. Gonzalez, City Clerk of the City of Woodland (the "City"), hereby certify that:

1. On June 2, 2015, at 300 First Street, Woodland, California, I canvassed the returns of the election called for June 2, 2015, in the territory proposed to be annexed to the Spring Lake Maintenance Community Facilities District on the following measure:

> "Shall the City of Woodland Spring Lake Maintenance Community Facilities District be authorized to levy a special tax for the purpose and at the rate and apportioned as described in Exhibits A and B to Resolution No. 6402 adopted by the City Council of the City of Woodland on March 17, 2015, which resolution is incorporated herein by reference, within the territory identified on a map entitled "Proposed Annexation Map No. 1 of Spring Lake Maintenance Community Facilities District, City of Woodland, Yolo County, California"?

2. The total number of qualified landowner votes eligible to be cast, the total number of votes actually cast at the election, and the total number of votes cast for and against the measure are set forth below. The totals as shown for and against the measure are full, true, and correct. More than two-thirds of all the votes cast at the election on the measure were in favor of the measure and the measure passed.

Qualified Landowner Votes	Votes Cast	YES	NO

Dated: May 5, 2015

____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO THE CITY OF WOODLAND COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)

Annexation No. 1

WHEREAS, City Council (the "City Council") of the City of Woodland (the "City") has established Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") pursuant to Resolution No. 4559, duly adopted on June 22, 2004, for the purpose of providing financing for the design, construction, and acquisition costs of certain public facilities in and for the City;

WHEREAS, the City Council duly adopted Resolution No. ____ (the "Resolution") on June 2, 2015, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on June 2, 2015, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. ____ on June 2, 2015, wherein the City Council determined that the territory proposed to be annexed was added to the CFD.

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

Section 1. **Recitals.** The foregoing recitals are true and correct.

Section 2. **Levy of Special Tax**. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. **Collection of Special Tax**. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. **Claims for Refund**. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. **No Mandatory Duty of Care**. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. **Severability.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. **Effective Date and Publication.** This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED AND ADOPTED by the City Council on this _______ day of ______ 2015, by the following vote:

AYES: Council Members
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST: APPROVED AS TO FORM:

______________________________ ______________________________
Ana B. Gonzalez, City Clerk Kara K. Ueda, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO THE CITY OF WOODLAND SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT

Annexation No. 1

WHEREAS, City Council (the "City Council") of the City of Woodland (the "City") has established the Spring Lake Maintenance Community Facilities District (the "CFD") pursuant to Resolution No. 4622, duly adopted on March 22, 2005, for the purpose of funding maintenance services for the sports park that serves the area of the CFD;

WHEREAS, the City Council duly adopted Resolution No. ____ (the "Resolution") on June 2, 2015, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on June 2, 2015, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. ____ on June 2, 2015, wherein the City Council determined that the territory proposed to be annexed was added to the CFD;

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

Section 1. **Recitals.** The foregoing recitals are true and correct.

Section 2. **Levy of Special Tax**. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. **Collection of Special Tax**. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. **Claims for Refund**. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. **No Mandatory Duty of Care**. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. **Severability.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. **Effective Date and Publication.** This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED AND ADOPTED by the City Council on this _______ day of ______ 2015, by the following vote:

AYES: Council Members
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Legislation Text

15.

File #: 14-799, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015

SUBJECT: Exclusive Negotiating Agreement with Jivan B. Patel and Ramilaben J. Patel Living Trust - Downtown Mixed Use Hotel and Retail/Restaurant Project

Recommendation for Action: Staff recommends that the City Council adopt the attached resolution approving an Exclusive Negotiating Agreement (ENA) with Jivan B. Patel and Ramilaben J. Patel Living Trust for the disposition of 1017 Main Street and a portion of 1001 Main Street (Freeman Park) for the development of a mixed use hotel and retail/restaurant project in Downtown.

Fiscal Impact

The ENA will not obligate the city to any expenses other than its own staff and legal costs associated with City's review of the developer's materials and negotiation of the disposition and development Agreement (DDA). These costs will be paid for through the city's FY 2014/15 and 15/16 budget allocations. The developer will be required to pay for all costs to prepare plans and reports required under the ENA. Funding from the City toward the development of the project is not anticipated. The amounts and terms of the sale of the City owned property will be discussed as part of the ENA period and will be subject to review and approval by the City Council in conjunction with the DDA.

Background

The City was recently contacted by the owners of the Budget Inn inquiring as to the City's interest in considering the sale of its property adjacent to their motel at 1021 Main Street for the development of a mixed use hotel and retail/restaurant project on the combined site. The proposed project would involve the demolition of the existing improvements and construction of a new mixed use project consisting of a 85-95 room extended stay hotel with retail / restaurant space oriented toward Main Street and Freeman Park. The new 5-story building would include 4 stories of hotel rooms above a ground floor podium with hotel lobby and meeting room and a retail/restaurant space. The attached letter of interest summarizes the owner's development proposal and includes a conceptual project rendering.

City Owned Land

The city owns both 1001 Main Street and 1017 Main Street, which are adjacent and to the west of the Budget Inn motel. 1001 Main Street, Freeman Park, is a 2.251 acre parcel, which consists of park improvements, a new municipal drinking water well, and parking to serve the park and adjacent City owned building at 1017 Main Street. The Freeman Park property was quitclaimed from the Woodland Joint Unified School District to the City in 2004.

The building at 1017 Main Street, commonly referred to as the United Way Building, is currently occupied by the Toy Library and the contractor for the new Courthouse. The Courthouse contractor will be vacating the building later this summer when the court building is completed and the Toy Library is operating as a quasi city program and the city will be assisting them in securing a longer term plan for their use. The State of California quitclaimed the property in 1974 to the City with a condition that the property be used for park and recreational purposes for 25 years. This condition was satisfied and longer restricts the use of the site.

Agreement to Exclusively Negotiate
Staff, in consultation with the City Attorney, has prepared an Agreement to Exclusively Negotiate with Jivan B Patel and Ramilaben J. Patel Living Trust for the disposition of 1017 Main Street and a portion of 1001 Main Street through a Disposition and Development Agreement. The ENA will provide a limited (120 day) negotiating period. Within this negotiating period both the City and Developer will have specific milestones required to be met. These milestones will ensure progress is being made toward the objective of defining terms for the disposition and development of the adjacent City owned property to accommodate the construction of a new mixed use hotel and retail/restaurant project.

Entering into the ENA does not bind either party to the sale or purchase of the property. Rather it indicates mutual interest in conducting negotiations to see if terms can be reached and a development project can be defined that achieves desired outcomes for both parties. Prior to the end of the negotiating period, if successful, the city and developer will prepare a disposition and development agreement for City Council consideration that spell out specifically the amount of land to be transacted, the purchase price and other considerations for the sale of the property as well as the details of the project to be constructed.

Conclusion

Staff recommends that the City Council adopt the attached resolution approving an Exclusive Negotiating Agreement (ENA) with Jivan B Patel and Ramilaben J. Patel Living Trust for the disposition of 1017 Main Street and a portion of 1001 Main Street (Freeman Park) for the development of a mixed use hotel and retail/restaurant project in Downtown.

Prepared by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Attachments: 1. Resolution
2. Agreement to Negotiate Exclusively
3. Property under consideration
4. Letter of Interest
5. Preliminary project renderings

RESOLUTION NO. ____________

RESOLUTION APPROVING AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH JIVAN B. PATEL AND RAMILABEN J. PATEL LIVING TRUST FOR 1017 MAIN STREET AND A PORTION OF 1001 MAIN STREET

WHEREAS, the City Council's Priority Goals for 2014-16 call for revitalizing the Downtown District as the heart of the City, and center of civic activity, by enhancing a mix of residential and commercial activity, while preserving its historic and cultural resources and small-town character; and

WHEREAS, the City of Woodland owns the property located at 1001 and 1017 Main Street in Downtown Woodland; and

WHEREAS, the proposed project is consistent with the Downtown Specific Plan and will enhance the eastern entryway into Downtown and help activate Freeman Park; and

WHEREAS, the owners of 1021 Main Street (Budget Inn), Jivan B. Patel and Ramilaben J. Patel Living Trust have expressed interest in acquiring the adjacent city owned property at 1017 Main Street and a portion of 1001 Main Street (Freeman Park) for the development of a mixed use hotel and retail/restaurant project.

NOW, THEREFORE, BE IT RESOLVED by the City of Woodland that it hereby approves the AGREEMENT TO NEGOTIATE EXCLUSIVELY by and between the City of Woodland and Jivan B. Patel and Ramilaben J. Patel Living Trust as attached to this Resolution.

PASSED AND ADOPTED by City Council of the City of Woodland on this 2nd day of June, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____

Ana Gonzalez, City Clerk

AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (the "Agreement") is entered into this ____ day of June, 2015, by and between the City of Woodland (the "City"), a municipal corporation and Jivan B. Patel and Ramilaben J. Patel Living Trust (the "Developer"), on the basis of the following facts, understandings and intentions of the parties:

RECITALS

A. The property that is the subject of this Agreement (the "Property") is the City owned property at 1001 and 1017 Main Street described in Exhibit A attached hereto and incorporated herein. The Property is owned by the City and located within the Downtown Woodland Specific Plan.

B. The City and the Developer desire to enter into exclusive negotiations for the disposition and development of the Property in accordance with the terms and conditions of this Agreement.

THEREFORE, the City and the Developer agree as follows:

Section 1. Exclusive Negotiations

(a) Good Faith Negotiations. The Developer and the City agree to negotiate diligently and exclusively and in good faith for the Negotiation Period set forth in subsection (b) below to prepare a Disposition and Development Agreement (the "DDA") to be considered for execution between the Developer and the City concerning the disposition by the City to the Developer of the Property and construction thereon by the Developer of a new approximately 90 room, extended stay hotel with ground floor restaurant, meeting space, and parking.

(b) Negotiation Period. The negotiation period shall begin upon execution of this Agreement by both parties and shall continue for one hundred twenty (120) days from the date of execution of this Agreement by both parties unless earlier terminated pursuant to sections 2 (b) or (c), or 3 (d) or (e) (the "Negotiation Period"). If upon expiration of the Negotiation Period, a mutually satisfactory DDA has not been negotiated by the Developer and City staff, then this Agreement shall automatically terminate at the end of such period, unless mutually extended by the City and Developer. The City Council may approve one 90-day extension of the Negotiation Period. If a mutually satisfactory DDA has been successfully negotiated by the Developer and City staff within the Negotiation Period, this Agreement shall terminate upon either (1) execution of the DDA by the Developer and the approval and execution of the DDA by the City, or (2) disapproval of the submitted DDA by the City Council in its policy discretion as more fully provided for in Section 5(b) below.

Section 2. Default and Expiration

(a) Developer Default. In the event the Developer has not continued to negotiate diligently and in good faith, the City shall give written notice thereof to the Developer who shall then have ten (10) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of the Developer to thereafter commence negotiating in good faith within such ten (10) working days, this Agreement may be terminated by the City. In the event of such termination by the City, neither party shall have any further rights against or liability to the other under this Agreement.

(b) City Default. In the event the City has not continued to negotiate diligently and in good faith, the Developer shall give written notice thereof to the City which shall then have (10) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of the City to thereafter commence negotiating in good faith within such ten (10) working days, this Agreement may be terminated by the Developer. In the event of such termination by the Developer, neither party shall have any further rights against or liability to the other under this Agreement.

(c) Expiration. Upon termination of this Agreement at the expiration of the Negotiation Period or such extension thereof, neither party shall have any further rights against or liability to the other under this Agreement. If a DDA has been executed by the City and the Developer, the DDA shall thereafter govern the rights and obligations of the parties with respect to the development of the Property.

Section 3. Conduct of Negotiations

(a) Scope of Development. Consistent with the Specific Plan, negotiations hereunder shall be based upon the re-development of the Property in conjunction with the Developer's adjoining property at 1021 Main Street and 318-320 6th Street into a 5 story 85-95 room extended stay hotel with supporting meeting room(s) as well as retail/restaurant space on the ground floor. Total square footage of the building is approximately 68,000 with the ground floor consisting of approximately 26,000 square feet. The Property is located within the eastern gateway district of the downtown and adjacent to the City's Freeman Park and directly across from the new Courthouse. The Developer is aware that the design, development and operation of the project must parallel the importance of the property location to the community and its efforts to revitalize the downtown.

(b) Determination Regarding Hotel Development. Within 30 days after execution of this Agreement, the City shall provide developer with a determination regarding the process required for a hotel development to be entitled on this site.

(c) Architectural Concept. Within sixty (60) days after execution of this Agreement, the Developer shall develop conceptual drawings showing proposed site and floor plans, building elevations, and a schedule of proposed materials and finishes for the project, including a description of the interior renovation improvements. These drawings and schedules are necessary for the development of the Property, and any adjacent or associated properties proposed to be incorporated into the project, to the mutual satisfaction of both parties, in order for the parties to evaluate the design and economic aspects of the proposed project and to conduct negotiations of a satisfactory DDA.

(d) Developer's Findings, Determinations, Studies, Reports and Financial Statements. Within ninety (90) days after execution of this Agreement, the Developer shall submit to the City a "development schedule" of specific timelines and completion dates for portions of the development project that shall include marketing studies, development budgets, financing plans, evidence of site control of any adjacent or associated properties required to complete the project, off-site improvement cost estimates, and pro forma operating statements in order to enable the parties to evaluate the economic aspects of the proposed development and to conduct negotiations of a satisfactory DDA. All such submissions shall remain the property of the Developer.

(e) Early Terminations. If the Developer has not submitted conceptual drawings and a development schedule as required by subsections (b) and (c) above within the specified times, the City may so notify Developer in writing. If Developer fails to submit such conceptual drawings and development schedule within five (5) business days of such written notice, the City may terminate this Agreement by written notice to Developer.

(f) Progress Reports. Thirty (30) days after execution of this Agreement, and every thirty (30) days thereafter, the Developer agrees to make oral and written progress reports advising the City on all matters pertaining to the development schedule and the City Manager shall review the progress reports with the City Council. Failure to make substantial progress in meeting the timelines listed in the development schedule shall allow the City to enforce the provisions of Section 3(d) above.

(f) Purchase Price and/or Other Consideration. The purchase price and / or other consideration to be paid by the Developer for the Property or portion thereof under the DDA will be established by the City after negotiation with the Developer Such purchase price and / or other consideration may be based upon such factors as market conditions, density of development, cost of development, risks of the City, risks of the Developer, estimated or actual Developer profit, public purpose and / or fair market value for the uses permitted to be developed and financial requirements of the City, and will be subject to approval by the City Council of the City. Mere failure by the parties to agree to economic terms of the DDA shall not constitute negotiating in bad faith by either party hereunder.

Section 4. The Developer

(a) Nature of the Developer. The developer is a California Corporation.

(b) Office of the Developer. The principal office of the Developer is:

Jivan B. Patel and Ramilaben J. Patel Living Trust
1021 Main Street
Woodland, CA 95695

(c) Employees and Consultants of the Developer. The Developer has designated the following person(s) who will negotiate the DDA with the City and who will engage in the activities necessary to determine the feasibility of the development:

Royal Guest Hotels
1111 Richards Blvd.
Davis CA 95616
Attn: Michael S. Olivas Director of Development

(d) Full Disclosure and Approval. The Developer shall make full disclosure to the City of its principals, offices, stockholders, partners, joint ventures, employees, other associates and all other pertinent information concerning the Developer and its associates. The Developer shall also make full disclosure to the City of the methods of financing to be used in developing the Property. The Developer's negotiators, development manager, consultants, professionals and directly-involved employees in the proposed redevelopment project are subject to the reasonable approval of the City.

Section 5. City Responsibilities

(a) City Assistance and Cooperation. The City shall cooperate fully in providing the Developer with the appropriate information and assistance in its possession relevant to the Property and negotiation of the DDA. The City shall provide Developer, and its approved contractors, access to the Property for the purpose of performing independent assessment of the Property.

(b) City Negotiations. City agrees not to engage in negotiations with any other party for the lease or purchase of the Property during the negotiation period.

Section 6. Limitations

By its execution of this Agreement the City is not committing itself to or agreeing to undertake: (a) disposition of land to the Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by the City, or any agency or department therefore.

This Agreement does not constitute a disposition of property or exercise of control over property by the City and does not require a public hearing. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the term hereof, reserving final discretion and approval by the City as to any DDA and all proceedings and decisions in connections therewith.

Section 7. Miscellaneous Provisions

(a) Commissions. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer agrees to hold the City harmless from any claim by any broker, agent or finder retained by the Developer.

(b) Notices. Formal written notices, demands, correspondence and communications between the City and the Developer shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the office of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this subsection.

Notices to City:	City of Woodland 300 First Street Woodland, CA 95695
Notices to Developer:	Jivan B. Patel and Ramilaben J. Patel Living Trust 1021 Main Street Woodland, CA 95695 Royal Guest Hotels 1111 Richards Blvd. Davis CA 95616 Attn: Michael S. Olivas, Director of Development

(c) Attorneys' Fees. If any dispute between Developer and the City should result in litigation, the prevailing party shall be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, all reasonable attorneys' fees.

(d) Arbitration of Disputes. Both parties may agree to arbitration in accordance with the Commercial Arbitration Rule of the American Arbitration.

IN WITNESS WHEREOF this Agreement has been executed in duplicate, by the parties hereto on the day and year first above written.

City of Woodland, a municipal corporation

By: ___________________________________
City Manager

Jivan B. Patel and Ramilaben J. Patel Living Trust

By: ____
Bahrat Patel

Property Under Consideration

Royal Guest

May 25, 2015

Mr. Ken Hiatt, Community Development Director
City of Woodland
300 First Street
Woodland, CA 95695

Re: Proposed Hilton Home2 extended stay Hotel

Dear Mr. Hiatt

I'm writing to express our interest in developing an extended stay Hotel on 1021 Main Street.

Royal Guest Hotels (RGH) is an experienced Hotel developer with operations within 5 locations both in Davis and the Sacramento area. We are currently developing two additional Hotels, a 72 rooms with commercial/retail and a 3,000 sq ft banquet room with meeting rooms in down town Winters, and a full service Embassy Suite in Davis

Royal Guest Hotels will be the co-developer with Jivan B. Patel and Ramilaben J. Patel Living Trust owner of the Budget Inn (1021 Main Street), RGH will be responsible for securing a Hotel franchise for the project and RGH will be the Hotel operator. Our goal is to create a first class mix used project to further enhance the eastern gateway of the downtown with a new building and uses that compliment and reinforce Woodland's downtown as the cultural and civic heart of the town. The site provides a great opportunity to support outdoor events with music and fine dining. Attached is a preliminary concept rendering of the proposal hotel project we envision for the site.

We look forward to working with the City of Woodland in merging a portion of the adjoining City owned property with privately own property in order to develop this project.

Thank you, we look forward to working with you

Sincerely

Michael S. Olivas

Royal Guest Hotels: Director of Development

File #: 14-809, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 2, 2015
SUBJECT: Fiscal Year 2015-2016 Proposed Budget Discussion

Recommendation for Action: Staff recommends that the City Council receive this informational Fiscal Year 2015-2016 (FY 2015-16) Proposed Budget report for discussion.

Staff Contact

Evis Morales, Finance Analyst - 530-661-5923, evis.morales@cityofwoodland.org
Kimberly McKinney, Finance Officer - 530-661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

The All Funds proposed budget for FY2015-16 totals $159.8 million in revenue and $142.2 million in expenses. Also included within the All Funds proposed budget is $43.9 million in General Fund revenue, $43.9 million in General Fund expenses.

In addition, the budget also includes $769,758 in All Funds one-time expenses including $474,758 in General Fund one-time expenses (for total General Fund budget of $44.4 million). The Proposed budget also includes the Capital Improvement Program totaling $27.9 million citywide.

Background

A budget workshop was held on March 17, 2015, and on May 19, 2015 Council received an introductory presentation of the FY 2015-16 Proposed Budget. The information presented during those meetings focused on discussion of the FY 2015-16 fiscal picture, as well as longer-term issues that will face the City's budget, particularly in the General Fund, over the next five (5) years.

Discussion

The All Funds proposed budget for FY2015-16 totals $159.8 million in revenue and $142.2 million in expenses. Also included within the All Funds proposed budget is $43.9 million in General Fund revenue, $43.9 million in General Fund expenses. In addition, the budget also includes $769,758 in All Funds one-time expenses including $474,758 in General Fund one-time expenses (for total General Fund budget of $44.4 million). The Proposed budget also includes the Capital Improvement Program totaling $27.9 million citywide.

Baseline Budget

The Baseline Budget assumes conservative revenue projections, addresses all MOU agreements (salary/benefit provisions), builds in appropriate growth in operational costs, addresses unfunded liabilities, builds-in incremental augmentations toward pre-funding of actuarial liability (OPEB - retiree medical), includes projected CalPERS contribution rate increases (newly approved changes in actuarial methodology), provides funding for Facilities Replacement needs, and includes Personnel Vacancy/Non-Personnel savings factor (3%) consistently throughout budget forecast.

Budgeted Revenue - the FY 2015-16 Budget is primarily supported by discretionary General Fund revenues and Enterprise Fund revenues which are based on rate-payer approved utility rates for water and wastewater services. Special Fund revenues included in the budget are largely based on expected grant funds and other federal/state programs.

The amount of money available to fund services and programs through the General Fund is determined by the dollars generated by the City's economic base and the City's revenue structure (i.e., the fees and rates applied like business licenses). The General Fund provides the only fully discretionary revenue available to the Council and citizens to directly support changing local priorities. The General Fund provides funding for such services as police and fire protection, parks, recreation, community development, as well as most of the administrative and support functions of City government.

While there are numerous sources contributing to overall General Fund revenues, there are five primary sources that the City uses throughout the year as key indicators of the health of overall General Fund revenue: property tax, sales tax, motor vehicle in-lieu taxes, transient occupancy (hotel) tax, and fee revenues. In FY 2015-16, these indicator revenues are expected to comprise an estimated 87% of the total General Fund revenue.

The projection of General Fund revenues into the future is based on past performance and analysis of actual current private and public sector activity. This includes such private sector activities as housing trends, employment, property turnover and business growth; and public sector developments such as policy shifts at the local, state and federal levels.

Revenue projections are inherently dependent on a number of assumptions, which vary among revenue sources. The assumptions used to project the General Fund Revenues in the Five-Year Forecast are as follows:

- *Property Tax* - The State Constitution sets the base property tax rate at 1% of assessed value. The City receives approximately 18% of the property tax generated in Woodland, with the majority of the revenue going to the State. Property tax receipts are projected to increase by 3% in FY 2015-16, and grow at 3.0% throughout the forecast.

- *Sales Tax* - Sales tax revenues are derived from the tax imposed on sales of goods and services transacted within the City. For FY 2015-16, sales tax revenues are expected to grow by 3.42% and then grow at a modest 3%-4% during the forecast. The City utilizes a third party consultant to monitor sales tax information and trends; this consultant provides detailed reports and projections to assist with budget forecasting. The assumptions used in the Five-Year Forecast are based on the most conservative options provided by the consultant.

In addition to the regular sales tax mentioned above, the City also projects revenues related to the special sales taxes enacted within the City: Measure E (1/2 cent) and Measure J (1/4 cent). The assumptions described above apply to Measure E through its expiration in September 2018. No assumptions are made in the projections about possible continuances of these measures beyond their expiration date.

- *Motor Vehicle In-Lieu* - This revenue source represents the City's allocated share of state-wide vehicle registrations, apportioned throughout the County on a per capita basis. Historically, this revenue source has provided a stable funding source to the General Fund, in excess of $3.5 million per year. In FY 2003-04, this source of revenue was targeted by the State as a means to address the state's budget dilemma. This resulted in the loss of 3 months, or one-quarter, of the anticipated annual revenue.

  The FY 2004-05 State Budget changed how VLF revenues are distributed, and lessened the reliance of this revenue source on the part of cities. In that year, roughly 90% of cities' VLF revenues were exchanged for an equal amount of Property Tax revenues from the state. In subsequent years, the amount of the property tax "in-lieu" payments increased in proportion to growth in each jurisdiction's assessed value. As noted with Property Taxes, these revenues are assumed to grow by 3% for FY 2015-16 and at 3% throughout the forecast.

- *Fee Revenues* - Several City programs are funded through fees charged to participants and users of city services. These range from fees for recreation programs to fees for building permits. Most fees are updated each July by an inflation factor; a comprehensive study of a majority of the City's fees has not been completed since 2004, with the exception of building fees. For this Five-Year Forecast, fee revenues are assumed to increase by 2.0% per year.

- *Franchise Fees* - Franchise fees are a form of rent for use of City streets and roadways. Examples of businesses that pay franchise fees include trash collectors, cable television companies, electric utilities and oil and natural gas pipeline companies. Franchise fees are generally dependent upon the revenues of the companies that pay the fee to the City; for FY 2014-15, and throughout the forecast, these revenues are assumed to increase by 2% per year.

Budgeted Expenditures - The expenditure baseline for the FY 2015-16 is the Adopted FY 2014-15 budget. The forecast projects expenditures as a result of anticipated changes in factors and assumptions highlighted in this section.

The baseline budget forecast assumes current (FY 2014-15) staffing levels. It should be noted that any budget that maintains "flat" staffing/service levels needs to account for increased costs resulting from personnel costs as well as inflation and contractual obligations impacting non-personnel expenditures.

Salary and benefit costs make up 65% of the General Fund budget, less the transfer out of Measure E proceeds. Every 1% increase in total compensation costs approximately $395,000 on an all funds basis, and approximately $258,000 to the General Fund.

The Five-Year Plan reflects total compensation (salaries and benefits) increases of 8% for FY2015-16, and averaging 4.8% per year over the five-year forecast. This represents an increase of approximately $6.4 million to the General Fund over the Five-Year Plan.

Costs related to Health, Dental, Retiree Medical, Disability, Workers' Compensation, Life Insurance and Unemployment insurance are assumed to grow at an annual rate of 9% for FY 2015-16 and the forecast assumes annual average increases of 6.8% thereafter. The City is projected to pay out $9.6 million in FY 2015-16, with $5.9 million charged to the General Fund.

GASB Pronouncement 45 requires public agencies to evaluate and report in its annual financial statements the fully-funding cost of any post-employment benefits (i.e. retiree healthcare). While GASB 45 does not require full-funding of post-employment benefits, it effectively sheds light in the gaps between the true cost of these benefits and the funds typically allocated on an annual basis for pay-as-you-go funding plans. Beginning in FY2013-14, the City of Woodland began funding OPEB contributions over and above the historical pay-as-you -go levels previously included in the budgets. For FY2015-16, the OPEB contribution rate is approximately 11% of salaries, and includes an estimated $817,226 in supplemental funding to be applied toward the amortization of the unfunded liability. Over the Five-Year Plan, the OPEB contribution rate increases to approximately 18.5% of salaries; this is steadily climbing toward the goal of fully funding the annually required contribution of $4.5 million or 21% of salaries.

Retirement rates are set annually by the California Public Employees' Retirement System (CalPERS). The rates established for FY 2015-16 reflect an increase from current rates. Retirement contribution rates are primarily driven by investment earnings for the CalPERS' investment portfolio, as well as variations in other actuarial assumptions.
The following table summarizes the employer contribution rates used in the Proposed FY2015-16 Budget and Five-Year Forecast:

PERS RATES	PERS projectio FY2015/16	PERS projectio FY2016/17	PERS projecti FY2017/18	PERS projecti FY2018/19	PERS projecti FY2019
SAFETY	33.621	36.400	38.400	40.300	42.2
Change	9.1%	8.3%	5.5%	4.9%	4.7
MISC	28.199	30.400	32.000	33.500	35.1
Change	13.2%	7.8%	5.3%	4.7%	4.8

On an all-funds basis, the City's cost for retirement benefits in FY2015-16 is $6 million. The General Fund represents approximately 65% of citywide personnel costs which implies that the General Fund cost for retirement contributions would grow to just over $4.0 million for FY2015-16.

Funding Recommendations

One-time Expenses - All Funds one-time expenses total $769,758; including $474,758 in General Fund expenses:

Administrative Services Department

Open Data Portal - This is a web enhancement that will allow IT staff to display City data such as budget in a more transparent manner ($15,000).

City Hall Upgrades - Will allow staff to address building safety concerns and provide funding for Council Chamber upgrades ($40,000).

Community Development Department

Building Inspection Contract Services - Needed due the unforeseen commercial/industrial activity that will require additional inspections services that current staffing levels cannot absorb ($80,000).

Public Safety Department

COPS Grant Match - This recommendation will allow staff to apply for next year's COPs Grant and allocate a match per the funding agency requirement ($249,758). The grant will allow the City to hire three (3) police officers and after three years of funding the City picks-up 100% of the cost; approximately $420,255.

Public Works Department

Public Works Department Review - Organizational review of the department ($75,000).

Meter Services Technician Vehicle - One-time expense for vehicle purchase related to the ongoing funding recommendation of a new FTE ($35,000).

Cyclical Pruning - Funding will provide essential cyclical pruning and tree services to general fund (GF) areas of the City ($100,000).

Camarena Park (Capital Project) - Funding will be partial matching funds to update restrooms, lighting, pathways, etc. ($25,000). Other funds will be sought via other community organization(s).

Main Distribution Panel for Brooks Pool (Capital Project) - This will replace an electrical panel at Brooks pool that is now 40 years old and is beginning to fail ($50,000).

School Signal Upgrades (Capital Project) - Funding will allow repair of ongoing failures of in-pavement lighting ($100,000).

<u>Ongoing Expenses</u> - All Funds ongoing expenses total $121,154; including $14,892 in General Fund expenses.

Public Safety Department

Police Records Specialist (Temporary Employee) - This Temporary Records Specialist is part of the restructuring of the Records division. The Position will assist staff with the demands for reports, especially with the full implementation of Prop 47 ($10,711).

Community Development Department

Minimum Wage Increase (CSD Temporary Staff) - Required funding per the new legally required minimum wage increases that will become effective January 2016 ($4,181).

Public Works Department

Meter Services Technician - This position will allow the City to respond more efficiently to city-wide residential and commercial meter repairs. This position will also assist with the Water Hydrant program ($106,262).

Unfunded Priority Needs

Although the FY 2015-16 Proposed Budget is able to address some issues on a one-time basis and others with ongoing funding, there are many other needs that will have to be addressed through future budgets as work towards budget balancing continues. The list below highlight a few priority needs not proposed for funding with the Five-Year Forecast.

- Infrastructure - Increased Street/Road Maintenance (backlog)
- Infrastructure - Facilities Maintenance Worker
- Public Safety Staffing
- Fire Division Chief for Operations
- Restoration of a full-time Fire Marshal position
- Cost Allocation Plan revisions
- Staff coding corrections

Capital Improvement Program

The CIP represents the spending plan for major public infrastructure improvements over the next four fiscal years. FY 2014-2015 approved CIP projects are also included since many large projects, particularly related to water and sewer, were approved in the current fiscal year and are just now moving forward with design and construction.

A capital project is defined as a facility alteration, improvement, or new construction with a cost of $30,000 or more, a repair project with a projected life of five or more years, a maintenance project with a cost of over $30,000, a facility related engineering study of significant cost that will lead to a future capital project, or a project that is otherwise listed in the Major Projects Financing Plan (MPFP). Projects within the adopted CIP are consistent with respective master plans, the MPFP, Measure E spending plan, and other Council adopted plans. Additionally, the CIP was found by the Planning Commission to be in conformance with the City's General Plan as required by Government code 65401.

The CIP presents the City's blueprint for funding capital projects based on available funding and prioritized infrastructure needs. Among the City Council approved Goals; Fiscal Responsibility, Infrastructure, and Quality of Life are addressed through the CIP.

The CIP budget is organized around eight categories:

General - the projects in this category include costs related to the General Plan Update, and projects or studies that impact the entire organization and/or community.

Library - the projects in this category include facility improvements to the existing Library that will optimize its use and the expansion of the book and media collection to meet increased demand as our community grows.

Park Facilities - the projects in this category include improvements to existing recreation facilities including Camarena Ball Field as well as the design of a new park in the Spring Lake area.

Sewer - the projects in this category include reconstruction of existing sewer mains and laterals, and various improvements to the Water Pollution Control Facility so that the City can continue to meet current and future Regional Water Quality Control Board waste discharge permit requirements. The largest of these projects is the Aeration Retrofit Project which will bring our solids handling and hydraulic capacity into sync.

Spring Lake Infrastructure Fee (SLIF) - projects in this category are funded by the developers building in the

Spring Lake area and include the construction of various types of infrastructure necessary to support new residential development.

Storm Drainage - the projects in this area maintain or improve existing storm drain infrastructure. Additionally, a project to address long-term flood protection from Cache Creek falls into this category.

Transportation - the projects in this category provide for the study, design, maintenance, and construction of roadways, sidewalks, traffic signals, bikeways, street lighting and general streetscape enhancements.

Water - the projects in this category include large water line repair and replacement, well rehabilitation, Chromium 6 Investigation, and the Surface Water Supply Project including the local projects that support the regional facility.

The majority of the City's capital program is funded through a combination of utility user fees, Measure E, grants and development impact fees. Many of these revenue sources have been significantly impacted by the collapse of the housing market and subsequent financial crisis and economic recession. Years of limited funding and deferred maintenance have resulted in an aging City infrastructure that needs repair and improvement. The CIP attempts to use our limited resources in a way that best preserves and maintains our existing infrastructure investments.

The City of Woodland has been successful in obtaining low interest loan funding through the Clean Water State Revolving Fund (SRF) to assist with both water and sewer improvement projects. Our water projects are supported through revenue generated by water user fees and include the rate adjustments approved in 2012 that extend into 2016. With the approved sewer rates adopted in 2013, the City is able to move forward with large Aeration Retrofit Project.

Funding from the approved ½ cent sales tax, Measure E, is in its tenth year and continues to provide funding for road maintenance, park and recreation facility improvements, and library facility improvements. The approved projects are consistent with the Measure E Spending Plan approved by Council on March 17, 2015.

The City's development fee funds continue to be challenging. Given the current level of development fee income combined with the reduced level of development activity, the Park, Fire and Wastewater Development Funds will not generate sufficient revenue from residential development to meet minimum debt service requirements. Depending upon the level of non-residential development that may occur, the City will continue to rely, at least in the short-term, on pooled cash borrowing to make the annual payments. Consistent with previous years, annual debt service requirements have been programmed to receive the highest priority of available cash within the CIP. Only projects that have been deemed as critical have been programmed using development fee revenue. This year the completion of the General Plan Update will be partially funded by General City Development and a new traffic signal will be constructed at Freeway Drive & E. Main Street. The remaining development fee funded projects are minimal.

As always, staff will continue to monitor the revenues and expenses closely and keep a particular close watch on the development fee funds. Any substantive deviation from our projections will be presented to Council with the quarterly budget update. As presented to Council on May 5, 2015, staff will be working on a more detailed review of the current development fee program with the goal of developing specific recommendations for Council consideration.

Budget Balancing with the Five-Year Forecast

At the May 19, 2015 Council meeting, staff discussed with Council the need to address a General Fund operational deficit within the Five-Year Forecast that currently exists and will remain if no budget balancing measures are taken.

Staff is proposing to deal with this issue in FY 2015-16 prior to the adoption of the FY2016-17 budget that implements budget balancing measures and relieves City of its reliance on fund balance to meet operational expenditure needs throughout the remainder of the Five-Year Forecast.

Conclusion

Staff recommends that the City Council receive this informational Fiscal Year 2015-16 (FY 2015-16) Proposed Budget report for discussion.

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