



City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, June 21, 2016

6:00 PM

Council Chambers

CITY COUNCIL CLOSED SESSION 5:00PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)

Properties: Yolo County Assessor's Parcel Numbers 027-340-030, 027-340-011, 027-340-020, 005-750-003, 005-692-002, 005-750-001, 027-340-023, 027-340-099, 005-680-099

Agency Negotiators: City Manager, Community Development Director, City Engineer, City Attorney, and City's Project Manager

Negotiating Parties: Pioneer Self Storage, Syar, Bunge Milling, Elizabeth J. Crum & Elizabeth J Crum Revocable Trust, Mark Milton, T&J Rental Investments LLC, Union Pacific Railroad (UPRR)

Under Negotiation: Price and terms of payment

B.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))

1. City of Woodland v. Mark D. Milton, et al., Yolo County Superior Court Case No. ED 16-557

2. City of Woodland v. Elizabeth J. Crum, et al., Yolo County Superior Court Case No. ED 16-558

B.3 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to Government Code Section 54957

Agency Designated Representatives: Paul Navazio and Sheila McShane

Employee Organization(s): Professional Firefighters' Association (WPFA) and Woodland City Employees' Association (WCEA)

B.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)**Properties: Yolo County Assessor's Parcel Numbers 066-270-055****Agency Negotiators: City Manager, Community Development Director, City Engineer, City Attorney****Negotiating Parties: Woodland Joint Unified School District****Under Negotiation: Price and terms of payment****JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY****JUNE 21, 2016****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.

[16-581](#)

SUBJECT: Long Range Calendar

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

Attachments: [Council Long Range Calendar](#)

F. COMMITTEE REPORTS[16-541](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for April 25, 2016

Recommendation for Action: Staff recommends that the City Council receive the April 25, 2016 Parks & Recreation Commission Minutes that were approved on May 23, 2016.

Attachments: [42516 Minutes](#)

G. PRESENTATIONS

1. [16-586](#) SUBJECT: Woodland Opera House Theatre and Dance Annex Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation honoring the Woodland Opera House new Theatre and Dance Annex (TADA Studio).

Attachments: [Proclamation - Woodland Opera House and Theatre Annex](#)

H. CONSENT CALENDAR

2. [16-551](#) SUBJECT: 2016 4th of July Sponsors, Volunteers, and Listing of Events

Recommendation for Action: Staff recommends that the City Council receive a report on the 4th of July sponsors, volunteers and listing of events.

3. [16-552](#) SUBJECT: Public Works Quarterly Status Report for the period of March through May 2016

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

Attachments: [Mar-May PW Quarterly Report.docx](#)

4. [16-573](#) SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council receive progress report #7 regarding the General Plan Update Project.

5. [16-582](#) SUBJECT: Conflict of Interest Code Amendments

Recommendation for Action: Staff recommends that the City Council direct the City Clerk to review the City's Conflict of Interests Code and report to Council should changes to the adopted Code be necessary.

6. [16-583](#) SUBJECT: Second Reading - Adopt Ordinance No. 1599 - Extending half-cent Sales Tax

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1599, amending Section 23-73 of Article V of Chapter 23 of the Woodland Municipal Code to extend the 1/2% Transactions and Use Tax for General Purposes, which shall continue to be administered by the State Board of Equalization.

Attachments: [Ord 1599 Extending General Sales Tax Second Reading](#)

7. [16-549](#) SUBJECT: Authorize Award of a Three Year Contract to Dominguez Landscape, Inc. for Citywide Landscape Maintenance

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a three year contract with Dominguez Landscape, Inc. for citywide landscape maintenance services.

Attachments: [Resolution](#)

8. [16-555](#) SUBJECT: Spring Lake N3 Park Project, CIP 15-05; Approve Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council:

1. Approve Resolution No. _____, approving the plans and specifications, authorizing bid advertisement; and
2. Authorize the City Manager to execute the construction contract to the lowest, responsive, responsible bidder at an amount not to exceed \$2,480,000, plus a contingency in the amount of \$158,000 for the Spring Lake N3 Park Project, CIP 15-05; and
3. Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$217,640 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 10% of the agreement amount.

Attachments: [B - Springlake N3 Park Plan Rendering](#)
[A-Resolution.docx](#)

9. [16-558](#) SUBJECT: Approve Construction Contract with R.J. Gordon Construction, Inc. for Well #24 and Well #26 Water Main Project, CIP #16-09

Recommendation for Action: Staff recommends that the City Council:

- (1) Adopt Resolution No. _____, approving construction contract with R.J. Gordon Construction, Inc. for an amount not to exceed \$1,183,235 with a ten percent (10%) contingency; and
- (2) Approve additional \$47,602 Contingency for the Consultant Services Agreement with Hatch Mott McDonald; and
- (3) Approve CM and Inspection Services Contract with Psomas for an amount not to exceed \$100,000; and
- (4) Reallocate \$460,000 from CIP 11-14 to CIP 16-09; and
- (5) approve a new appropriation in FY 16/17 for \$1,000,000 from the water enterprise fund.

Attachments: [reso 062116 award contract CIP 16-09](#)

10. [16-584](#) SUBJECT: Authorize City Manager to Execute Agreements with, and Payment to, the Railroad for the Kentucky Widening Improvement Project, CIP 04-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute agreements with Genesee & Wyoming (California Northern Railroad) and Union Pacific Railroad for rail crossing improvements and wire and water line crossings associated with the Kentucky Avenue Widening and Complete Streets Improvements Project, CIP 04-07, in an amount not to exceed \$1,531,000.

Attachments: [A- Resolution](#)

11. [16-572](#) SUBJECT: Resolution Approving Memorandum of Understanding with the County of Yolo Regarding the Westucky Utility Connection Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Memorandum of Understanding with the County of Yolo regarding the Westucky Utility Connection Project and authorizing City staff to take steps necessary to implement the project.

Attachments: [WOODLAND WESTUCKY CC Resolution Approving MOU-c1](#)
[WOODLAND Westucky City-County MOU-c1 v 5 \(Clean\)](#)

12. [16-571](#) SUBJECT: Approval of New Purchase Price Limits for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council approve a new purchase price limit of \$332,000 for new and resale homes purchased with HOME, CalHome, and BEGIN loan funds through the City of Woodland's First Time Homebuyer Loan Assistance Program.

Attachments: [New Limits](#)
[Resale Limits](#)

I. PUBLIC HEARINGS

13. [16-565](#) SUBJECT: PUBLIC HEARING - Adopt Resolution to Rescind the Stage Two, Water Warning and Stage One, Water Alert of the City's Water Shortage Contingency Plan and Call for an Ongoing Voluntary Reduction in Water Use and Limitation of Outdoor Irrigation

Recommendation for Action: Staff recommends that the City Council:

(1) Adopt Resolution No. _____, rescinding the Stage Two, Water Warning and Stage 1, Water Alert of the City's Water Shortage Contingency Plan, and

(2) Encourage continued community-wide conservation by calling for a voluntary water-use reduction of ten percent and a voluntary restriction

of outdoor irrigation to three days per week between the hours of 6 p.m. and 10 a.m. with the exception of drip irrigation.

Attachments: [Resolution Rescinding Stage 2 Water Warning.docx](#)

14. [16-574](#)

SUBJECT: PUBLIC HEARING - Approve the 2016/17 Community Development Block Grant Annual Action Plan

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

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2016/17 Community Development Block Grant (CDBG) Action Plan (Attachment A); and
2. Adopt a Resolution No. _____ to approve the Fiscal Year FY 2016/17 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C); and
3. Direct staff to complete the FY 2016/17 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; and
4. Direct staff to forward the completed FY 2016/17 Action Plan once completed; and
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 - Funding Recommendations](#)

[C - Resolution](#)

15. [16-576](#)

SUBJECT: PUBLIC HEARING - Prudler Tentative Subdivision Map Project (PLNG 14-00090): A request to amend the General Plan and Spring Lake Specific Plan, rezone the project site, and approve a Tentative Subdivision Map (TSM #4856), Conditional Use Permit and Development Agreement to allow the development of 183 detached single-family units in two phases and a 1.46 acre park, on an approximately 38-acre site located at the northeast corner of East Street and Sports Park Drive/ County Road (CR) 24A in the City of Woodland

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, certifying the Environmental Impact Report (EIR), adopting Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP); and
2. Adopt Resolution No. _____, amending the General Plan Land Use Diagram from General Commercial (GC) to Low Density Residential (LDR), 3-8 dwelling units/acre and amending the Circulation Element to reduce the segment of East Street, located south of the County Fair Mall to CR 24A, from four lanes to two lanes; and
3. Adopt Resolution No. _____, amending the Spring Lake Specific Plan (SLSP) East Street cross-section; and
4. Introduce Ordinance No. _____, Rezoning from General Commercial (C-2) to Single Family Planned Development (R-1) and adoption of Planned Development Standards (PD); and
5. Adopt Resolution No. _____, approving Tentative Subdivision Map # 4856 to subdivide the 38-acre site into 183 residential lots and a 1.46 acre park site and approving a Conditional Use Permit for development criteria within the Planned Development Zone; and
6. Introduce Ordinance No. _____, approving a Development Agreement.

Attachments: [Attachment 1 - EIR Resolution](#)

[ATT 1A - - Findings of Fact and Statement of Overriding Considerations](#)

[ATT 1B - Mitigation Monitoring and Reporting Plan](#)

[Attachment 2 - GPA Resolution](#)

[ATT 2A - GPA Circulation Diagram](#)

[ATT 2B - GPA Land Use](#)

[Attachment 3 - SLSPA Resolution](#)

[ATT 3A- SLSP East Street Cross Section](#)

[Attachment 4 - Rezone Ordinance](#)

[ATT 4A - Rezone Exhibit](#)

[ATT 4B - Planned Development Exhibit and Standards](#)

[Attachment 5 - TM and CUP Resolution](#)

[ATT 5A - Tentative Subdivision Map # 4856 \(4 sheets\)](#)

[Attachment 6 - DA Ordinance](#)

[Attachment 6B - Development Agreement](#)

[ATT 7 - Conditions of Approval v 6.14.16](#)

[ATT 8 - PC Report cover 4.7.16](#)

[ATT 9 - Legal Services of Northern Ca](#)

[ATT 10 - City Response to LSNC Letter](#)

[ATT 11 - Applicant Response to Legal Services June 2016](#)

16. [16-508](#)

SUBJECT: PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Attachments: [Reso FY 1617 Gibson Ranch- Public Hearing](#)

17. [16-509](#) SUBJECT: PUBLIC HEARING - North Park Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

Attachments: [FY 1617-Woodland-NorthPark-Resolution- Public Hearing](#)

18. [16-511](#) SUBJECT: PUBLIC HEARING - Streng Pond Landscape Maintenance District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

Attachments: [FY 1617-Woodland-StrengPond-Resolution Public Hearing](#)

19. [16-510](#) SUBJECT: PUBLIC HEARING - West Wood Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Attachments: [FY 1617-Woodland-West Wood-Resolution Public Hearing](#)

20. [16-569](#) SUBJECT: PUBLIC HEARING: Gateway Landscaping & Lighting District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, approving the fiscal year 2016/2017 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Attachments: [Resolutions Public Hearing Gateway 6 21 16](#)

21. [16-568](#) SUBJECT: PUBLIC HEARING: Spring Lake Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, approving the fiscal year 2016/2017 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Attachments: [Resolutions Public Hearing Spring Lake June 21 2016](#)

J. REPORTS OF THE CITY MANAGER

22. [16-566](#) SUBJECT: Digital Freeway Sign at 530 Quality Circle - Conditional Use Permit, Site Plan and Design Review Approval Resolution and Operating Agreement. Final adoption of the Resolutions approving the Conditional Use Permit, Site Plan and Design Review application, the CEQA Mitigated Negative Declaration, and the project Operating Agreement for a 45-foot tall, digital freeway sign along the southern property line of 530 Quality Circle, just north of the Interstate 5 freeway corridor and just west of the new Woodland Motors Dealership within the Industrial, Entryway Overlay Zone (I/EOZ)

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the CEQA Mitigated Negative Declaration as the appropriate level of environmental review in accordance with the California Environmental Quality Act (Attachment 1); and
- 2) Adopt Resolution No. _____, approving the Conditional Use Permit, Site Plan and Design Review application for a 45-foot tall digital freeway sign along the southern property line of 530 Quality Circle (Attachment 2); and
- 3) Adopt Resolution No. _____, approving the Operating Agreement between the City of Woodland and WM Sign, LLC, for the installation and operation of a Digital Freeway Sign at 530 Quality Circle (Attachment 3).

Attachments: [1 - Resolution Approving the CEQA Mitigated Negative Declaration](#)

[2 - Resolution Approving the Conditional Use Permit, Site Plan and Design Review](#)

[3 - Resolution Approving the Operating Agreement](#)

[4 – Site Plan and Elevations](#)

23. [16-567](#) SUBJECT: Digital Freeway Sign at 2140 Freeway Drive -Resolution of Denial Final adoption of the Resolution of Denial for the proposed digital freeway sign located at 2140 Freeway Drive

Recommendation for Action: Staff recommends that the City Council

adopt Resolution No. _____, denying the proposed digital freeway sign located at 2140 Freeway Drive (Attachment 1).

Attachments: [1 - Resolution of Denial](#)

24. [16-578](#) SUBJECT: Council Member Election, November 8, 2016

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election for November 8, 2016 to fill three seats on the City Council via by-district elections, calling a Special Election for November 8, 2016 to place a general tax measure on the ballot, requesting the Yolo County Board of Supervisors to consolidate the Elections with the Statewide General Election and any other elections, and directing the County Election's Official to provide services in relation to the Election.

Attachments: [WOODLAND Resolution Calling November 2016 Election-c2](#)

25. [16-577](#) SUBJECT: Fiscal Year 2016-2017 Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year (FY) 2016-2017 Annual Budget of \$155.83 million, which includes the budgets for the Capital Improvement Program, the Woodland Finance Authority and the Successor Agency to the former Redevelopment Agency.

Attachments: [FY17 Budget Resolution \(2\)](#)

[Copy of FY17 Total Appropriations by Fund-Exhibit A](#)

[City Organization - FTE Count FY17](#)

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 21, 2016 was posted on June 17, 2016 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

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



City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

File #: 16-581, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

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

A handwritten signature in black ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment

COUNCIL LONG RANGE CALENDAR

JULY 5TH

REGULAR MEETING

Minutes

City Council Minutes of June 7th and June 21st

Consent Calendar

Adopt Reso to purchase PU easement located at 1000 Kentucky Avenue

Final Acceptance and Notice of Completion for Water Trans Main West, CIP #12-05

Final Acceptance and NOC for Main St Streetscape CIP #15-16

Final Acceptance and NOC for Downtown Streetscape CIP #08-58

General Plan Monthly Update Report #8

Regular Calendar

Approve Urban Flood Risk Reduction Program Grant Agreement with DWR, CIP #09-15

Appoint Mayor Pro Tem

Board and Commission Appointments and Reappointments

Public Hearing

Waste Management Liens

July 19TH

REGULAR MEETING

COUNCIL SUMMER RECESS JULY 20TH – AUGUST 22nd

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

JPA Housing Agreement

Update/Revision of Development Impact Fees

Zoning Ordinance Update – Medical Clinics (Referral)

Beamer/CR 102 Property – ENA

Approve Urban Flood Risk Referral (UFRR) Agreement with DWR

Library Makerspace – Bids and Specs

Water Conservation Ordinance Update

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study

General Plan Update

Legislation Text

File #: 16-541, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Parks & Recreation Commission Meeting Minutes for April 25, 2016

Recommendation for Action: Staff recommends that the City Council receive the April 25, 2016 Parks & Recreation Commission Minutes that were approved on May 23, 2016.

Staff Contact

Kris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the April 25, 2016 Parks & Recreation Commission Minutes that were approved on May 23, 2016.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Attachment: April 25, 2016 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, April 25, 2016

City Hall – 300 First Street – 2nd Floor Council Chambers

Call to Order

The Parks & Recreation Commission meeting was called to order by Vice-Chair Jon-Paul Valcarenghi at 6:32 p.m. on Monday, April 25, 2016 at the City Council Chambers.

Pledge of Allegiance

Roll Call

Commission Members Present:

Commissioner White-Snyder
Vice Chair Jon-Paul Valcarenghi
Commissioner Fernandez (left at 7 p.m.)
Commissioner Stephanie Miller
Commissioner Joe Romero

Commission Member Absent:

Chair Jesse Salinas
Commissioner Leigh Ann Hartman

Staff Present:

CS Director Engel

Consent Calendar

March 28, 2016 Minutes

Action:

White-Snyder/Miller seconded to approve the minutes as written.

Motion carried by the following roll call vote:

Ayes: Valcarenghi, White-Snyder, Fernandez, Miller, Romero

Noes: none

Presentation

May is Bike Month

Maria Contreras Tebbutt provided an overview of the Bike Garage and information on Cycle de Mayo. Cycle de Mayo includes multiple bike rides during the month of May (instead of just once a month as in previous years). Individuals and teams are invited to sign up. Miles can be logged online and prizes can be won. Tebbutt would like the Parks & Recreation Commission and CS Department to continue to promote using bikes for families and youth. Tebbutt would like to have an open streets event, on Main Street (close the street to traffic, once a week, so people can walk and bike on the closed street). The Bike Campaign is also working with the City on the 4th of July bike parade.

Tennis Complex

Phil Cello contracted with the City for developing the tennis program. While working on developing the tennis program, the group started to evaluate developing a tennis center. The Woodland Tennis Club and Mr. Cello began working on a tennis complex proposal at the Woodland Community & Senior Center. Woodland has limited tennis resources with generally two tennis courts in each location, which is difficult for tournaments. Woodland is lacking two main components for bringing a community together, a tennis complex and another swimming pool. The buildout of the tennis complex would have 13 courts and 3 additional courts designed for younger players, and a 4000 square foot club house/lounge area. This complex would be large enough to generate revenue through memberships and tournaments. Tournaments can net \$4,000 in revenue for a 2 day tournament. WTC/Cello is ready to ask the community for donations, they just need a go-ahead from the Parks Commission and City Council (before they start soliciting donations). A list of naming and recognition opportunities was provided to generate \$1.5 million dollars. A phasing plan was also presented to phase in 6 courts and a temporary structure. The remaining 6 courts would then be added, and then the stadium court and club house.

Commissioner White-Snyder stated she assumed the \$1.5 could build the facility but wanted to know how the operation and maintenance would be funded. Cello stated that O&M would be funded by revenue (lessons, tournaments, etc.). Mr. Cello said this complex would be a self-funded facility. Mr. Cello stated that maintenance for hard courts is actually minimal (washing the courts once a month). The proposal needs to be sent to the facilities committee so they can determine the best uses for the land at the Community & Senior Center. Commissioner Fernandez responded that the facility subcommittee should meet with City staff to discuss the feasibility of the program.

Commissioner Miller wants to know how strong the tennis program is, how many students does the tennis pro have, how many more is he enrolling?

Art Williams stated that the Woodland Tennis Club is fully supportive of the program and would like to move this forward.

Commissioner Miller would like this item to go to the Program & Department Evaluation Committee because this could benefit the community; others felt that the facilities committee should be the lead. White-Snyder stated that she believes this item should be considered by the Facilities committee as the type of program/land use was already determined (it is included as a land use at the sports park complex); the facilities committee could determine if the project is feasible. Commissioner Valcarengi requested that the referral to the subcommittee be discussed at the next commission meeting since not all of the commissioners were present. Tennis Club will come back to the next meeting to provide any updates including a refined construction and operation cost estimate.

Communication-Commission/Staff Statements and Requests

Commissioner Miller has a concern with the Woodside Park exercise equipment. Engel stated that PW staff would look at it and report back.

Committee Reports

Facilities Committee

Commissioner White-Snyder provided a discussion on issues staff has had with drop in use of the gym. A youth basketball team has used the drop in gym time for their basketball practice. Staff has firmed up their policy on drop in use of the gym and will notify teams that they cannot use the space for scheduled team practice. Staff will let them know that they can rent gym space if they need it. This policy needs to be extended to the outdoor courts as well. Drop in gym use rules will be posted at the court. Commissioner Valcarengi found the proposal by City staff to be very reasonable and that organized teams can't come use space that takes away from others enjoying the drop in use of the courts. Commissioner Valcarengi asked if anyone on the commission disagreed with the policy, all are in agreement and are supportive of staff

Budget Meeting

The next meeting is scheduled for May 19th at 9:30 am at the Community Center. The budget subcommittee members are White-Snyder, Romero, and Miller.

Review and Update Committee Assignments -deferred to May meeting

Discuss and Recommend Tasks for 2016/2017 Work Plan -deferred to May meeting

Staff Reports

Community Services Report

Engel provided an overview of the items in the report, specifically Commit2Fit, Adult Sports, and Lifeguard Training. Commissioner Valcarengi appreciates that staff was able to add the post-Yosemite trip gathering and encourages the commissioners to attend. Commissioner Valcarengi also commented that he is happy with the Measure J programs being identified in the quarterly report so the commission and public can see the great programs that are being offered (and staff can measure the participation).

Action: Received

Parks Report

Engel provided an overview of the report including the status of the dog park shade structure. Commissioner Valcarengi likes the pictures in the report as it helps him better understand the issue/project if he has not had a chance to see it in person. Engel stated that Public Works is moving forward this fiscal year with the installation of a playground at the sports park (the play structure from Dubach will be installed). Engel additionally stated that this Saturday is the Day of Service and that those interested in signing up can do so at www.justserve.org.

Action: Received

Next Meeting May 23, 2016

Adjourn 7:54 p.m.

Action: White-Snyder/Miller seconded to adjourn the meeting.

Motion carried by the following roll call vote:

Ayes: Valcarengi, White-Snyder, Miller, Romero

Noes: none

Legislation Text

File #: 16-586, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Woodland Opera House Theatre and Dance Annex Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation honoring the Woodland Opera House new Theatre and Dance Annex (TADA Studio).

Staff ContactAna B. Gonzalez, City Clerk - 661-5806, ana.gonzalez@cityofwoodland.org**Background**

Council is asked to support and adopt a proclamation honoring the Woodland Opera House new Theatre and Dance Annex (TADA Studio) located at 520 Court Street.

On July 1st, the Woodland Opera House, in conjunction with the Rediscover Downtown Woodland Event will have a ribbon-cutting ceremony and will host public tours of the new facility from 6:00p.m. - 8:00p.m. Dance and music students will also be demonstrating during the tours.

The ribbon-cutting ceremony will take place at 5:30 p.m.

Prepared by: Ana B. Gonzalez, City Clerk



Paul Navazio, City Manager

Attachment: Proclamation

**CITY OF WOODLAND
PROCLAMATION HONORING
THE WOODLAND OPERA HOUSE NEW THEATRE AND DANCE ANNEX
(TADA STUDIO)**

WHEREAS, The Woodland Opera House is a non-profit organization with the goal of maintaining the historic Woodland Opera House built in 1896 and providing the community with quality theatre as well as theatre and dance education for our youth; and

WHEREAS, The Woodland Opera House Education program now serves over 300 children annually and continues to grow; and

WHEREAS, On July 1st 2016 in conjunction with the Rediscover Downtown Woodland Event the Woodland Opera House will have a ribbon-cutting ceremony and provide public tours of the Theatre and Dance Annex at 520 Court Street from 6-8 p.m; and

WHEREAS, Dance and music students will demonstrate their talents during the tours as well as evidencing the excellent instruction they are receiving; and

WHEREAS, The City of Woodland has voiced their support for designating 520 Court Street as the state-of-the-art Woodland Opera House Theatre and Dance Annex.

NOW THEREFORE BE IT RESOLVED, that the Woodland City Council of the City of Woodland does hereby express its appreciation to the theatre and dance educators and administrator for their efforts to improve arts education in California and congratulates all involved, including the private donors and supporters, in making the new learning spaces available.

DATED: June 21, 2016

Tom Stallard, Mayor

William L. Marble, Mayor Pro Tem

Sean Denny, Council Member

Jim Hilliard, Council Member

Angel Barajas, Council Member



Legislation Text

File #: 16-551, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: 2016 4th of July Sponsors, Volunteers, and Listing of Events

Recommendation for Action: Staff recommends that the City Council receive a report on the 4th of July sponsors, volunteers and listing of events.

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

Background

Many events have been planned for July 4th. The day's activities are made possible through donations from businesses and individuals including: PG&E (Grand Finale Sponsor); Adams Grain; Food-4-Less; Nugget; Best Best & Krieger LLP; Conaway Preservation Group; Clark Pacific; The Wiseman Company LLC; Andy Gagnon Landscape; Dr. Glen Warganich-Stiles & Dr. Bill Marble; Gayle Manufacturing Company; Lawson Property Management; Sheffield Real Estate; Tom and Meg Stallard; Turn of the Century; Valley Tire Center; Woodland Chamber of Commerce; Woodland Recreation Foundation; West Yost Associates; and RDM Audio Visual Rentals.

These events could not be enjoyed by the community without the support and dedication of volunteers such as Maria Contreras-Tebbutt who has been instrumental in organizing the Bike Parade and Family Fun Fest at Freeman Park; the American Legion for conducting the Color and Rifle Guard Ceremony, and Ericka Davis for singing the National Anthem before the fireworks celebration at Woodland High School. Other events in the community made possible through the support of volunteers included the Woodland School's Foundation 5-3-1 Fun Run; the Woodland Professional Firefighter Association's pancake breakfast, and the Woodland Senior Center Computer Club ice-cream social.

Fun Run: Kick off the day with the Woodland Schools Foundation July Fourth 5-3-1 Run! This years event features a one-mile, a 5K (3.1 mile), and five-mile timed run, all starting at Pioneer High School. Visit www.woodlandschoolsfoundation.org <<http://www.woodlandschoolsfoundation.org>> for more information.

Pancake Breakfast: The Woodland Professional Firefighters Association annual 4th of July Pancake Breakfast will be held at Fire Station #3 (1550 Springlake Court) from 8 am until 11 am. Cost is \$5 per person, children five and under are free. Donations are being raised for Chris Contreras - Team Chris. Visit www.WPFA4029.org <<http://www.WPFA4029.org>> for more information.

Bike Parade and Freeman Park Family Fun Fest: The City of Woodland and the Woodland Bike Campaign are proud to host the annual 4th of July Bike Parade & Celebration for kids and adults. This special family-friendly event is growing and the goal is to see 500 bikes roll down Main Street this year. Decorating begins at 9 am at Heritage Plaza (or you may come with your bikes already decorated). Registration for the best decorated bike or scooter is from 9-9:45 am. Prizes for the best decorated bike or scooter will be awarded at Freeman Park after the parade down Main Street. The Main Street Parade of Bikes will begin at 10 am and will ride to Freeman Park where there will be live music performed by New Harmony Jazz. To volunteer to help at this fun event, or for more information contact the Woodland Bike Campaign, Maria Contreras at (530) 753-1125 or funmaria@sbcglobal.net <<mailto:funmaria@sbcglobal.net>>

Ice-Cream Social: The Woodland Senior Center Computer Club will be hosting its annual ice-cream social from 1 pm - 3 pm at the Woodland Community & Senior Center. Come cool off, enjoy refreshments, and be entertained by dancers and music. Cost is \$2.00. Raffles tickets will also be sold.

Swim Fest: A free swim fest will be held from 1 pm - 4 pm at the Charles Brooks Community Swim Center. Come try out the exciting new inflatable obstacle course. Bring your towels and sunscreen.

Fireworks Celebration: The pre-fireworks festivities will begin at 6 pm at Woodland High School. *Please bring chairs or blankets to sit in the grass as no bleacher seating will be available.* A bounce house, obstacle course, Rec2Go (mobile recreation van), games, music, and food will be available. Following a traditional Color and Riffle Guard ceremony conducted by the American Legion, singing of the National Anthem by Ericka Davis, and a special recognition and tribute to Vietnam Veterans, a spectacular fireworks show is scheduled to begin around 9:30 pm. No personal fireworks, alcohol, glass, or pets!

Conclusion

Staff recommends that the City Council receive a report on the 4th of July sponsors and volunteers.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Legislation Text

File #: 16-552, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Public Works Quarterly Status Report for the period of March through May 2016

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

Staff Contact

Johanna Currie - Senior Management Analyst - 530-661-5902
johanna.currie@cityofwoodland.org

Background

This quarterly status report covers the period of March through May 2016. The Report presents a summary of Service Requests and Work Orders received and created, and also contains a narrative description of major work performed and/or notable Department highlights.

Update Notes:

While the report for the last quarter states that we have 16 wells operational, during the current Acceptance Testing (AT) at the new water plant, the City is presently receiving 100% Surface Water. This will drop to around 90% through the month of August and will continue until the river intake is complete in a few months. During this period, there will be a couple of wells being used to blend some ground water prior to discharge into the City system.

The May 2016 Urban Water Supplier Report has been submitted to the State. In the report, May's water distribution was 262,544,114 gallons which is a 43.7% reduction from the May 2013 distribution.

Conclusion

Staff recommends that Council receive the Report and advise if they have any questions.

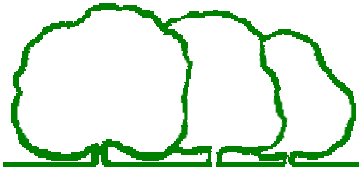
Prepared by: Johanna Currie
Senior Management Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment



Public Works Department
Quarterly Status Report
March through May 2016

For the Months of March through May 16		
Division	Service Requests	Work Orders
Administration	830	-
Electrical	65	91
Environmental Services	509	-
Facilities	116	208
Fleet	-	380
Parks	23	40
Pretreatment	-	81
Sewer	61	394
Signs & Markings	15	121
Storm Drain	15	159
Streets	83	129
Urban Forestry	95	192
WPCF	-	115
Water	752	459
Grand Total	2,564	2,369

Service Requests – Every time a request for Public Works services is made by phone call, written request, emailed request, or an actual one-on-one request to a PW employee, a ‘Service Request’ is generated. This builds a computerized record of all requests made.

Work Orders – A ‘Work Order’ is created each time a work crew or individual is assigned a task as a result of either service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

Total for <u>Calendar</u> Year 2016 Through 5/31/16	
Service Requests 4,321	Work Orders 4,015

65 Working Days This Quarter =

39 Requests for Service per Day

Environmental Services Division

The following were major projects this quarter:

- Solar project – Permit to operate received from PG&E for five of the six solar arrays. The WPCF (Water Pollution Control Facility) array still to come. Continuous production monitoring and third-party checking of data begun as last step before commercial operation. Working on documentation for the utility easement across City and CPG (Conaway Preservation Group) properties for the WPCF connection. Legacy Tree Grove planting and other tree replacement plantings completed.
- Solid waste –Completed first contact with all multifamily complexes not yet complying with State/City recycling requirements, and continued providing outreach and assistance to complexes on an individual basis. Evaluating potential options and customer rates for organics diversion, including food waste.

- Climate Action Plan – Monitoring development of the Davis-Yolo County Community Choice Energy program and investigating the potential for City participation. Helped organize What On Earth! celebration with Step Up and Power Down.
- Water conservation – Continued setup and testing of Aquahawk customer account portal, and began using Aquahawk internally to identify and alert customers to potential leaks. Held four Water-Wise Wednesdays workshops; a Fix-a-Leak, Fix-a-Light workshop; and the 5th annual Water-Wise Landscape Tour. Completed conservation-related sections of Urban Water Management Plan.

Fleet & Facilities Division

- Facilities Services: Facilities Services currently has 53 open services requests; we have arranged a handyman service to come in once a month to assist with the backlog. This service has been working out so far and we anticipate contracting with the handyman service until the City hires a second Facilities Maintenance Worker.
- Fleet Services: Fleet Services achieved a 95.7% Fleet Availability rate this quarter. The Shop has delayed the upfitting of new vehicles temporarily while it catches up on preventative and reactive maintenance. We anticipate the hire of a new Heavy Equipment Mechanic in late June, we are waiting for the selected incumbent to pass his required ASE (Automotive Service Excellence) exams and pass background.

Right of Way Division

- Electrical: School Signalized Crosswalk Upgrade – The original installation of the signalized crosswalk was part of the 2009 Safe Route to School Project. During this project, a new type of in-pavement lighting system was used because of its ability to monitor the system through the internet.

This new technology was helpful for maintenance issues and changing operations of the intersection remotely. However, during the first year we had numerous failures with the in-pavement lighting portion of the system. During that time, we had the manufacturer install the newest revision of lights; nevertheless, they continued to fail after a few months of usage.

The maintenance and engineering groups within the City continued to work with the manufacturer to remedy the problem. Unfortunately, the company was bought out and the new owners did not support the warranty of the product.

Realizing the importance of these crossings, Council approved the funding to replace the remaining crosswalks locations this fiscal year. This project is currently out to bid and should be complete by August 2016.

- Electrical: SCADA (Supervisory Control And Data Acquisition) Terminal Server – The Electrical group is in the process of updating the SCADA servers to a new virtual platform. This project is needed to keep the systems reliable

for operations and State and Federal reporting requirements. This project is roughly 35% complete.

- Electrical: Facility Panel Maintenance – The Facility Engineering Associates (FEA) recommended that facility electrical maintenance is performed every three years. This maintenance is needed to ensure that the electrical equipment is functioning normally and the breakers are not overheating.

Additionally, this maintenance will help mitigate the possibility of failures to circuitry and critical equipment. The Electrical group has completed maintenance on 3 out of 8 City facilities.

- Sign & Markings: Retro-Reflectivity Program - Traffic signs provide important information to drivers at all times, both day and night. To be effective, their visibility must be maintained and regulated. The California Manual on Manual Traffic Control Devices (CAMUTCD) mandates that agencies establish and implement a method to maintain minimum levels of sign retro-reflectivity.

To meet these standards, we are currently testing reflectivity of 50% of regulatory signs, 30% warning signs, and 20% of guide signs from each area of the City. This testing will provide the baseline for maintenance scheduling and budgetary needs. The project is roughly 90% complete.

- Sign & Markings: Overhead Sign Replacements - The Signs & Markings group is in the process of replacing 8 selected intersection overhead street name signs. This project is necessary due to the loss of reflectivity value of the designated sign areas.

Once this project is complete, the entire City's overhead sign inventory will meet the current CAMUTCD reflectivity standards. This project has been underway as of December 2013 and we have set a targeted completion date of January 2017. We are roughly 45% complete with this portion of the project.

- Streets: 2016 Seal Project - In preparation for the 2016 seal project in Zones 1 and 2, the Street group has continued routine maintenance in these areas. To date, the Street group has crack-sealed and finished base repair in Zone 1.

The Street Group is now working in Zone 2 with approximately 75% of the area crack-sealed. The crew has also started skin paving and performing base repairs at various locations.

- Streets: Sidewalk Trip Hazard Removal- This past quarter the Streets Group has contracted the removal of trip hazards to Precision Concrete Cutting. The area focused on was 3rd to Elm between Main and Lincoln and Main to Court. This project area was selected due to high volume foot traffic. We removed roughly 250 trip hazards in this area.

Parks Division

- Urban Forestry: Maintenance - Urban Forestry has tentatively been awarded the reallocation funding of \$100k. This funding is the majority of the

maintenance contract funds; these funds are how the bulk of the City area pruning is paid for. Without this funding, the tree maintenance schedule quickly falls behind. The Urban Forestry Group is already behind by a half of a cycle, and has major elm and palm tree maintenance that needs to be caught up. This lag in the pruning schedule has occurred due to previous cuts to this funding; staff is currently working diligently to get the necessary upkeep of our ageing urban forest back on to the seven year pruning cycle.

- Employee Development - Park Supervisor Westley Schroeder attended the California Parks and Recreation Society (CPRS) annual conference March 8th-11th in Long Beach California. Westley is currently the President Elect of the Development and Operations board of CPRS. He helped organize, and was a speaker at, their Ballfield Intensive Workshop.

This conference was an invaluable chance for networking, for learning about new products and services offered in the Parks and Maintenance fields, as well as for attending classes detailing many current issues faced in Parks, Recreation and Maintenance.

- Reclaimed Water Project - Pioneer and Klenhard Parks will soon be receiving reclaimed water as part of the City's reclaimed water project. The City will be installing a reclaimed water distribution line that will feed some of the manufacturing industries in town. The end result will be a substantially reduced irrigation cost for both of these parks. The parks will both have purple water box lids, sprinkler caps, and signs installed to indicate that the irrigation water is reclaimed and is no longer potable.
- Sports Park Play Ground Installation - Staff will be moving forward with the installation of playground equipment at the Sports Park that was originally placed at the Dubach Park (now Velocity Island). The playground equipment was removed when the park was closed, and staff is now working with the manufacturer to see whether it could be utilized at the Sports Park. There have been some low cost modifications made to the structure (mainly to bring the structure up to today's safety and ADA (Americans with Disabilities Act) Regulations) so that the playground could be installed.

A playground installation has been one of the most requested upgrades at the park. The playground will be placed between the outfield of Field C, the East Parking lot of the Community Center, and Woodland Health Care Field. This will be a huge improvement for the park, as the younger children tend to not have anywhere to play at the park while their siblings are practicing.



- Day of Service - Staff completed the Day of Service with the Church of Latter Day Saints, which was a planned volunteer day at several parks throughout the City. This “Day of Service” was held on April 30th at Ferns Park, Southland Park, Schneider Park, and the Cemetery.

Volunteers, with the assistance of City staff, stained the playground at Ferns Park, spread woodchips for the play structures at Southland and Schneider Parks, and painted the wrought iron fence at the Cemetery. The volunteer day was a great success. Thanks goes out to all of the great volunteers; this really helps the City.

- Dog Park - Staff collaborated with an Eagle Scout, DJ Lee, on the installation of two new shade structures in both the large and small dog areas of the Dog Park. This was a project that took three weeks of preparation, ordering of the necessary materials, coordinating staff and volunteers, as well as fighting off the weather.

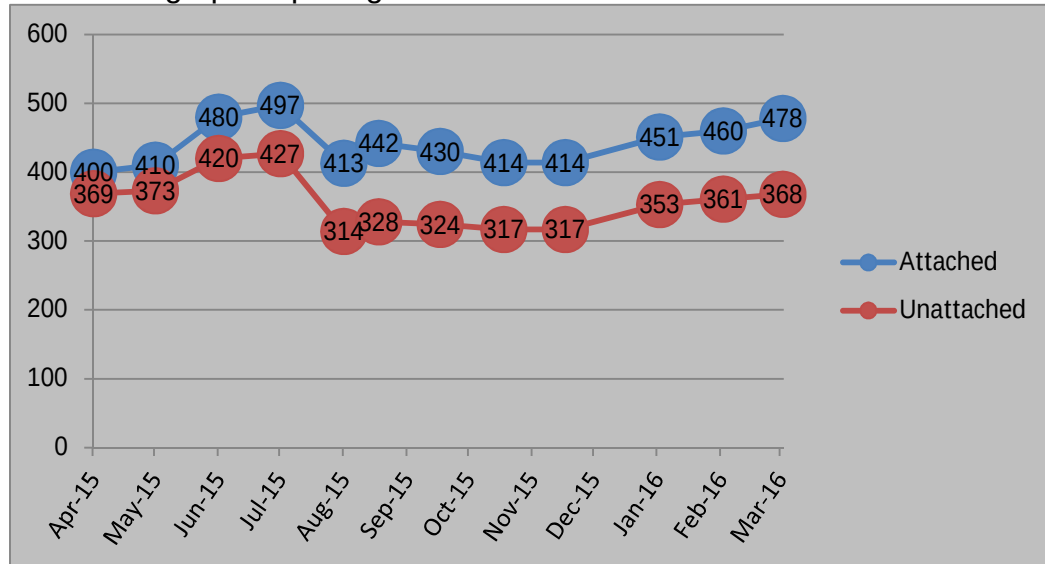
This project was spread out over two Saturdays, beginning on April 9th with the installation of the cement pillars and support brackets. The construction of the two shade structures was mostly finished on Saturday April 16th; the small dog side structure received the final roof slats on the week of April 25th. This was a long and very satisfying project, with staff spending most of their Saturday working with approximately 20 volunteers who were recruited and organized by DJ. Due to the efforts of all involved, this was a very successful project.

- Urban Forestry: Workload - Currently there are 478 attached and 368 unattached Work Orders that are open and waiting to be processed. This is a total of 846 pending tasks that are currently on the books waiting for staff time and equipment.

Attached Work Orders are tasks that are generated by the public (e.g., hazards, requests for pruning and removals, tree evaluations and plantings, etc.).

Unattached Work Orders are tasks that are internally created by Public Works staff (e.g., stump and tree removals, small tree care and insecticide treatments, etc.).

Below is a graph depicting the volume of Work Orders over the last 12 months.



- Parks: Workload – Unfortunately, we continue to experience a significant backlog of maintenance in our General Fund Parks (GFP) due to the fact that we only have one full-time employee responsible for maintenance at 18 parks. While we contract out our landscaping services, we are challenged in meeting ongoing safety inspections, equipment repairs, facility maintenance, and public service requests.

In addition, our deferred maintenance backlog for Park facilities continues to grow. The following is a partial list of tasks or projects that need to be addressed:

- Resurfacing of basketball courts and tennis courts
- Updating restrooms and picnic areas to meet ADA standards
- Replacing all barbecue pits that have rusted out
- Continuous painting of all picnic stations and restroom facilities/shops
- Continuous maintenance of 15 playgrounds
- Continuous maintenance of fencing/gates at all Parks
- Changing all old wood picnic tables and benches to current standards (concrete or steel) to reduce yearly maintenance

Utilities - Sewer and Storm Division

The Wastewater Collections Group, in conjunction with CDD (Community Development Department), has been working on a variety of sewer rehabilitation projects throughout the City:

- Work has been started by the private contractor on the deep sewer repairs located in high traffic areas on Gibson Road at Norden Way, as well as 17 other locations in conjunction with the street slurry project. In addition, we are

working with CDD to line the 30" sewer main line on Beamer St. from County Road 102, West to County Road 103.

- We are currently looking into previously installed form and fold liners that have shifted and caused problems. We have had issues in two locations this quarter and are trying to identify any other areas of concern so they can be addressed.
- Wastewater Collections Group has completed 16 sewer main repairs totaling 164 ft. of new pipe. We have replaced 6 sewer laterals totaling 140 ft. of new lateral pipe, and 6 lateral repairs replacing 38 ft. of pipe.
- Wastewater Collections Staff oversaw the lining of 16 laterals on Antelope Ave, renewing 432 ft. of pipe.
- In May, the Wastewater Collections Group received training and certifications implementing a new technique of spot repair lining. In doing so, we have repaired two I & I issues that were over 20 ft. deep in the Springlake area
- The HVVC (High Velocity / Vacuum Cleaning truck) crew has cleaned 34,908 ft. of pipe; the CCTV (Closed Circuit Television truck) crew has captured 41,089 ft. of pipe video including push camera inspections of laterals.
- The Wastewater Collections Group has identified 38 unaddressed, non-started work orders that are pending due to staffing/equipment issues.
- The Storm Division has been implemented their ongoing portion of the NPDES (National Pollutant Discharge Elimination System) Permit. This quarter we have cleaned over 200 drain inlets and close to 20% of the storm water collections system
- The Storm Division has also contracted out 7 Santa Rosa Curb Inlets repairs in the Faria Park area due to start on June 13th.
- The Storm Division has also contracted out weed abatement throughout the open channels within the City.

Utilities - Water Production and Distribution Division

- Wells - All wells are currently pumping and producing about 6 MGD (Million Gallons a Day).

Well #29 & 30 "ASR"(Aquifer Storage and Recovery) project is currently in progress and the well drilling portion has been completed for both wells. We will now move into the construction phase which will be going out for bid in the near future.

Well #16 had a lower bearing go out in the pumping section of the well. In order to make the necessary repairs, the well pump, motor and bowls needed to be pulled. These repairs have been made and Well #16 will be online soon.

- Distribution Division - Crews are working diligently on keeping up with the CDD projects within the City. Crews are currently working on the ADA project, which required crews to install and relocate several fire hydrants that were in conflict within the project.

Water crews changing out a tee connection located at 3rd & Cross.



Wastewater Operations Division

Laboratory, Pretreatment and Environmental Compliance:

Laboratory

- In reaction to proposed changes to ELAP (Environmental Laboratory Accreditation Program), we continued our participation with other member agencies in the CVCWA (Central Valley Clean Water Association) Laboratory Committee.
 - a. NOTE: After an almost 12-month delay, we finally received our laboratory certification for 2015 – 2017. To say that ELAP is a program in disarray is an understatement!
- Groundwater Monitoring for Q2 2016
- Annual DMRQA (Discharge Monitoring Report Quality Assurance) testing is in progress. This testing is required in order to maintain our certification. The results are reported to EPA and the Regional Board.

Pretreatment

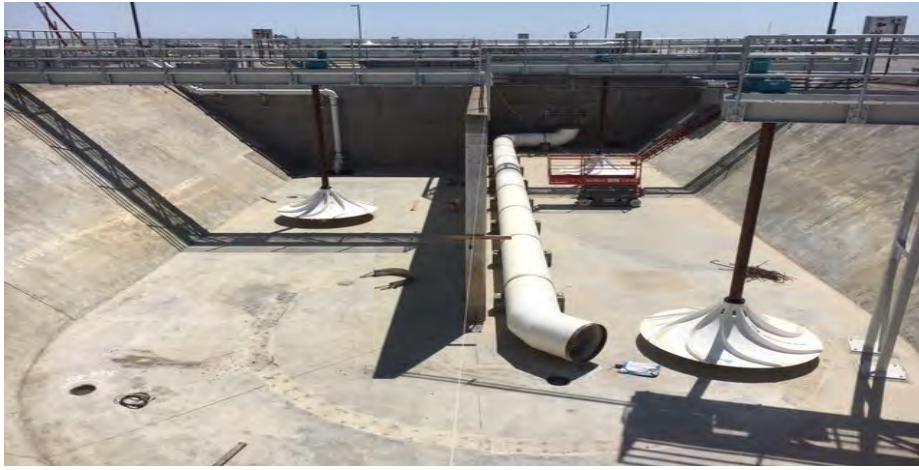
- Local Limits Monitoring for Q2 2016 (Pretreatment)
- Received over 100 applications for the Laboratory Technician I/II opening. Candidates have been ranked and the top 10 will be interviewed by an outside panel on June 9th.
- On May 24th, Angela Weeks and Jon Guse participated at the annual Douglas Jr. High Career Day, sharing their jobs as Environmental Compliance Inspectors with the 7th & 8th graders.

Environmental Compliance

- Prepared & submitted monthly, quarterly, and annual reports to the Regional Board in accordance with our NPDES (National Pollutant Discharge Elimination System) Permit.
- As reported previously, toxicity testing results for Q4 2015 indicated potential toxicity, which was confirmed during the accelerated monitoring process. In accordance with our NPDES Permit, a Toxicity Reduction Evaluation (TRE) Action Plan was prepared and submitted to the regional Board. We are continuing to work through the TRE (Toxicity Reduction Evaluation) process in conjunction with our consultant and the Board.
- Attended CVCWA annual conference.

Water Pollution Control Facility:

- Aeration Project - Aeration Basin 4 is in operation and staff is currently fine-tuning the treatment process. Aeration Basins 2 and 3 are currently under construction with a projected completion of Basin 3 in mid to late July.



Basin 3



Basin 2

Legislation Text

File #: 16-573, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council receive progress report #7 regarding the General Plan Update Project.

Staff Contact

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

Background

The purpose of a monthly update will be to keep the City Council informed as to the progress of the General Plan Update Project, to alert the Council to any concerns or issue that may arise and to keep the Council apprised ahead with regard to potential upcoming workshops or meetings.

Discussion

During this reporting period the General Plan Team:

- Submitted comments on the Second Administrative Draft General Plan (staff)
- Prepared a screen check draft of the General Plan (D&B)
- Released a screen check draft of the General Plan on June 13, 2016 (D&B)
- Submitted comments on the screen check draft June 16, 2016 (Staff)

In addition, staff held a workshop on affordable housing. Direction from the City Council was to hold a second workshop to discuss key issues in finer detail. Results of this discussion will have help inform final language in the General Plan Housing Element.

Administrative Draft Review

In an effort to stay on schedule staff held a number of team meetings including a one day work session in which staff met at the consultant's office for a full day work session. Numerous discussions with the traffic consultants were required to address circulation and transportation. In addition, staff coordinated with other key focus efforts including incorporating results of the recently updated Urban Water Management Plan. The City's General Plan consultant, Dyett and Bhatia, marshalled the resources of their firm in order to review, edit and prepare the screen check draft on schedule within a very short period of time in. Staff has made the General Plan a priority and committed the resources necessary to also meet the short review time frame which has potential impact on other project time frames. However, the Council has made it clear that completing the

General Plan update is a top priority.

Document Organization and Appearance

Staff and the consultant team have worked to develop the graphic template including all of the elements to a document that make it readable including font style, color, headings, photos, side bar information and the like. A key task in this past month has been massing a file of photos and appropriate graphic illustrations that exemplify the best of Woodland and articulate a future vision.

Goal/Policy Considerations

Refinement of the goals and policy language contained in the draft document was a significant focus for the team. Ensuring that each statement clearly and correctly articulates each concept and shared idea was essential. In addition, it is essential to ensure consistency between the chapters of the document.

Other Process Components to the General Plan Update

The General Plan Update involves a related update to the City's Climate Action Plan (CAP) and preparation of an Environmental Impact Report to cover both documents. In many cases activities listed involve consultation with key consultants and/or the city attorney to determine appropriate technical inputs. These efforts have been in progress during the same time frame. Some key activities that have occurred since the last update report include:

- Traffic modeling data to the Environmental Consultant (AECOM)
- Review of key focus areas including noise, traffic, and
- Publication of the Notice of Preparation (NOP)

General Plan Update Schedule

The General Plan Team is focusing efforts to deliver a completed document by December of 2016. The consultant team and staff have committed resources to achieving the intensive schedule.

Upon release of the draft General Plan a series of public input meetings will be scheduled during July, August and into September; which will include a Community Open House and Workshop, public meetings with the Planning Commission and City Council, and meetings with the General Plan Steering Committee, Sustainability Committee and Chamber. The Chamber has requested working meetings with staff on individual chapters on successive Fridays after release of the draft. Final dates for scheduled meetings will be confirmed as soon as possible with an update provided at the July 5 Council meeting. The following are anticipated dates:

July 1, 2016 ***Public Review Draft General Plan (DGP)***

July 5, 2016 General Plan Update

July 18, 2016 General Plan Steering Committee

July 25, 2016 Community Open House

August 5, 2016 ***Public Review Draft of the DEIR and CAP***

Aug 11, 2016 DEIR Scoping meeting at Planning Commission

Aug 16, 2016 Sustainability Committee

Week of August 22-25, 2016 Joint CC and PC Informational Workshop (date tbd)

Sept 1, 2016 PC Comments on Plan (tentative)

Sept 13, 2016 CC Special Meeting Comments on Plan (tentative)

Sept 19, 2016 DEIR Public comment period ends

Sept - Oct Review of public comments and response

Oct 19, 2016 Admin Draft FEIR and CAP

Oct 31, 2016 Release of FEIR and all revised documents (tentative; depends on the volume of comments received)

November Planning Commission Hearings (2)

December City Council Hearings (2)

Conclusion

Staff recommends that the City Council receive a progress report regarding the General Plan Update Project.

Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Legislation Text

File #: 16-582, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Conflict of Interest Code Amendments

Recommendation for Action: Staff recommends that the City Council direct the City Clerk to review the City's Conflict of Interests Code and report to Council should changes to the adopted Code be necessary.

Staff Contact

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

Background

The Fair :Political Practices Commission (FPPC) requires local government agencies to review the Conflict of Interest Code biennially to determine whether the Code is accurate or is in need of revision. It is essential and legally required that an agency's conflict of interest code reflects the current structure of the agency and properly identifies all officials and employees who should be filing a Form 700.

To ensure the codes remain current and accurate, each agency is required to review its conflict of interest code at least every other year - in even-numbered years. The law states that each even-numbered year the City Council shall direct the City Clerk to assess the need to amend the City's Conflict of Interest Code. Changes are not required more frequently than this legal requirement. However, it is prudent to add, remove, or adjust positions within the City more often than the two year period.

The responsibility for such review falls upon the office of the City Clerk. Council must, as per the law, direct the City Clerk to perform such review and report back to the Council not later than October 1st if changes to the Code are needed. The recommended action so directs the City Clerk to conduct such review.

Recommendation for Action

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

Prepared by: Ana B. Gonzalez
City Clerk



Paul Navazio, City Manager



Legislation Text

File #: 16-583, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Second Reading - Adopt Ordinance No. 1599 - Extending half-cent Sales Tax

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1599, amending Section 23-73 of Article V of Chapter 23 of the Woodland Municipal Code to extend the 1/2% Transactions and Use Tax for General Purposes, which shall continue to be administered by the State Board of Equalization.

Background

This is the second reading of Ordinance No. 1599 extending the 1/2% sales tax. The first reading was approved by Council at the June 7, 2016 City Council meeting.

As a general purpose tax measure, an extension of Measure E can only be presented to the voters on the same ballot when members of the City Council are elected. Thus, as discussed in several recent Council presentations, the last election when Measure E can be renewed prior to its expiration is on the November 2016 ballot.

The City Council has consistently re-affirmed the importance of the extension of Measure E as a key component of the city's long-term financial plan and, at its meeting of May 3, 2016, directed staff to prepare the required ordinance and resolutions necessary to have the renewal of Measure E presented to the voters on the November 2016 ballot.

Discussion

At this time, it is recommended that the City Council adopt Ordinance No. 1599, extending the half-cent sales tax for an additional eight years, from 2018 through 2030, subject to approval by the voters at the November 8, 2016 municipal election.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1599, amending Section 23-73 of Article V of Chapter 23 of the Woodland Municipal Code to extend the 1/2% Transactions and Use Tax for General Purposes, which shall continue to be administered by the State Board of Equalization.

Prepared by: Ana B. Gonzalez, City Clerk

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment: Ordinance No. 1599 Re-Authorizing and Extending Existing Half -Cent Sales Tax

ORDINANCE NO. 1599

AN ORDINANCE OF THE CITY OF WOODLAND AMENDING SECTION 23-73 OF ARTICLE V OF CHAPTER 23 OF THE WOODLAND MUNICIPAL CODE TO EXTEND THE 1/2% TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES, WHICH SHALL CONTINUE TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, pursuant to California Revenue and Taxation Code Section 7285.9, the City of Woodland (the “City”) has the authority to levy a Transactions and Use Tax for general purposes; and

WHEREAS, a majority of the voters voting on the measure (Measure E) in the City approved a one-half of one percent (0.5%) Transactions and Use Tax at an election held on June 6, 2006; and

WHEREAS, the City's Transactions and Use Tax Ordinance is found in Article V of Chapter 23 of the City's Municipal Code; and

WHEREAS, Section 23-73 of Article V sets forth a “Termination Date” of September 30, 2018, at which time Article V of Chapter 23 will be repealed unless an extension or re-authorization is approved by the voters of the City at an election called for that purpose; and

WHEREAS, an extension or re-authorization of the City's Transactions and Use Tax will be submitted to the voters to extend the “Termination Date” of Article V of Chapter 23 to December 31, 2030; and

WHEREAS, approval of this Ordinance by the voters of the City of Woodland would not raise taxes but would extend an existing tax.

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

Section 1. Authority. The City Council enacts this ordinance in accordance with the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 2. Amendment. The definition of “Operative date” and “Termination date” in Section 23-73 of Article 5 of Chapter 23 of the City's Municipal Code is hereby amended to read as follows:

23-73 Definitions

“Operative date” means the first day of the first calendar quarter commencing more than one hundred ten days after the later of the adoption of this article and the approval by the voters of the city of a measure approving the imposition of a transaction

and use tax; provided that, if the city shall not have entered into a contract with the State Board of Equalization as required by Section 23-75 of this article prior to such date, the operative date shall be the first day of the first calendar quarter following the execution of such a contract. If this amendment is approved on June 21, 2016, and the measure is approved by a majority of the voters voting on the measure at the November 8, 2016 election, the operative date shall be October 1, 2018.

Termination date” means December 31, 2030, unless this Ordinance is extended or repealed by the voters at a subsequent election.

Section 3. Spending Plan. The City shall prepare a detailed spending plan and report regarding the expenditure of any proceeds from the taxes collected pursuant to Article V of Chapter 23 of the Woodland Municipal Code. The spending plan and report shall be presented to the public and published in the newspapers.

Section 4. Approval by the Voters. This Ordinance relates to the levying and collecting of transactions and use taxes, shall be submitted to the voters at an election to be held on November 8, 2016, and shall take effect only if approved by a majority of the voters voting on the measure at the November 8, 2016 General Municipal Election. The Ordinance shall then become effective in accordance with Section 23-73. Upon approval by a majority of the voters of the City voting on this Ordinance, the Transactions and Use Tax set forth in Article V of Chapter 23 of the City's Municipal Code shall be re-authorized and extended through and including December 31, 2030. The City Clerk is hereby directed to publish this Ordinance at least once, within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Woodland.

PASSED AND ADOPTED by the City Council this 21st day of June, 2016, 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

File #: 16-549, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Authorize Award of a Three Year Contract to Dominguez Landscape, Inc. for
Citywide Landscape Maintenance

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a three year contract with Dominguez Landscape, Inc. for citywide landscape maintenance services.

Staff Contact

Robert Sanders, Public Works Deputy Director, 661-5959, robert.sanders@cityofwoodland.org

Council Goal

To maintain our City Parks and landscaping in a cost effective manner that promotes safety and enhances quality of life.

Fiscal Impact

The total cost of this contract is \$1,762,080 over a three year period (\$587,360 annually), with the third year being optional.

General Fund (GF) landscaping will make up approximately 60% of this cost at approximately \$1,057,248 over the three year period, or approximately \$352,416 annually. The remaining amount will be funded out of L&L (Lighting and Landscape) Districts and Enterprise Funds for a total amount of \$587,360 for FY17.

Funding for this maintenance service is included in the FY17 budget.

Report in Brief

Of the 13 landscaping businesses contacted, only three bids were submitted to provide landscape maintenance services in our City parks and general landscape areas.

Staff evaluated the bids by utilizing a Quality Bid Selection (QBS) process which graded each vendor by cost of the proposal, staff and company experience, submitted work plan, staffing levels, and available equipment. When the evaluation process was completed, Dominguez Landscape, Inc. was determined to be the successful vendor.

This will be a two year/optional third year agreement. The award is for citywide landscaping maintenance that will provide services to general fund parks, City facilities, sound wall vegetation, median strips, and lighting and landscaping districts. Our current landscape contract is set to expire on June 30, 2016.

Background

The Community Services Department (CSD) will be responsible for the maintenance of City landscapes, including street landscapes, median strips, landscapes around City buildings and other facilities, and parklands, as of July 1, 2016. Funding to maintain these landscapes comes from the general fund, landscape and lighting districts, and other non-general funds programs.

For the past three years the City has contracted with Dominguez Landscape, Inc. to maintain our landscape and parkland areas; this contract was a result of severe reductions made to the park maintenance programs in prior years. The term of this contract will end on June 30, 2016 and the City needed to solicit new bids for this service.

The level of service of any landscape area is determined by various factors (e.g. location, available funding, volume of use and type of facility, etc.). There are three levels of service defined in the contract; they are:

- Mode I - This is the highest level of service, represented by well-maintained landscapes that are highly visible and frequently visited by the public. At this level of service, sites are expected to be 'touched' at least once a week.
- Mode II - This is a lower level of service compared to Mode I and represents a level of maintenance where some tolerance is allowed for maintenance problems such as litter, weeds, pruning and irrigation repairs.
- Mode III - This is the lowest level of service compared to Mode I and II and represents a level of maintenance typically associated with lower level of development, low levels of public visitation, areas adjacent to highways or roads at the outer edges of the community, and/or areas where budget restrictions prevent a higher level of maintenance. These areas can be expected to be touched every month or two with broader allowances for weeds and debris.

Discussion

The City landscape contract will cover approximately 150 acres of parkland and general landscape, and will mirror our current contract with some minor adjustments to areas served and clarification of language.

Our current contract is running approximately \$500,000 annually with approximately \$263,000 being charged to GF programs. The new contract would be approximately \$88,000 more with the addition of new maintenance responsibilities, such as the north side of E. Main St. from Pioneer Ave. to CR 103, as well as overall cost increases for service; this amount does not include any contingency funds.

Contracting out this service has proven to be a cost effective method of maintaining our City landscape. This work was previously performed in combination with in-house staff and outside contracts, but was moved to 100% contract services when the City greatly reduced its parks maintenance staff in FY10 as a cost savings measure. However, the scope of work identified in the contract will not provide all of the necessary maintenance required to fully maintain our parks. Routine and special maintenance of park structures, bathrooms, picnic area furnishings, various trash receptacles, and play structures are not included; this work

will continued to be performed by our remaining parks personnel and some seasonal temporary staff.

This contract, as well as our current contract, does provide for additional payments for maintenance and/or repair of landscape and irrigation equipment damaged by other than normal circumstances.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a three year contract with Dominguez Landscape, Inc. for citywide landscape maintenance services.

Prepared by: Robert G Sanders, Public Works Deputy Director

Reviewed by: Gregor G Meyer, Public Works Director

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachments: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE YEAR CONTRACT
WITH DOMINGUEZ LANDSCAPE, INC FOR CITYWIDE LANDSCAPE MAINTENANCE
SERVICES**

WHEREAS, the City of Woodland strives to maintain our parks and landscaping areas in a manner that promotes safety and enhances quality of life;

WHEREAS, Dominguez Landscape, Inc., a landscape company, provides quality landscaping services to municipalities throughout the Sacramento Valley;

WHEREAS, the proposed contract results in reoccurring annual cost of \$587,360 over a three year period for the landscape maintenance services for City facilities, Parks and general landscape areas;

WHEREAS, Dominguez Landscape, Inc. was the preferred vendor utilizing a Quality Base Selection (OBS) process;

WHEREAS, funding in support of this contract is identified in the FY17 budget in the amount of \$587,360;

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes the City Manager to execute a three contract with Dominguez Landscape, Inc. for citywide landscape maintenance services in an annual, reoccurring amount of \$587,360.

PASSED AND ADOPTED by the City Council this 21st day of June 2016, 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

File #: 16-555, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Spring Lake N3 Park Project, CIP 15-05; Approve Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council:

1. Approve Resolution No. _____, approving the plans and specifications, authorizing bid advertisement; and
2. Authorize the City Manager to execute the construction contract to the lowest, responsive, responsible bidder at an amount not to exceed \$2,480,000, plus a contingency in the amount of \$158,000 for the Spring Lake N3 Park Project, CIP 15-05; and
3. Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$217,640 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 10% of the agreement amount.

Staff Contact

Clara Olmedo, Associate Engineer - (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact

The Spring Lake N3 Park Project, CIP 15-05 is fully funded in the Capital Budget in the amount of \$3,900,000.

Based on the proposed plans, the Engineers opinion of construction cost is \$2,300,000. Several bid alternates are included to give the city flexibility to pull elements out of the project depending on bid results.

Background

The Spring Lake Specific Plan includes three neighborhood parks that are part of three sites that include 8-acres of park land and 2-acres neighborhood commercial use. The first neighborhood park was built in 2010 and is known as Jack Slaven Park. The Spring Lake parks are funded through Park SLIF fees paid by the Spring Lake developers at the time of construction. Current development activity has triggered the second neighborhood park to be built in the Spring Lake Specific Plan area.

The Spring Lake Neighborhood N3 Park project is located on Mickle Avenue and Centennial Drive and north of a future school site. The Spring Lake Specific Plan includes desired park amenities for the three neighborhood parks. The City hired Callander Associates to complete a master plan that included the Specific Plan amenities as well as other City preferred amenities. The City presented the master plan for the park at several public meetings.

The first meeting was held on February 12, 2015 to receive input on the preferred park amenities and overall park design. Staff provided two options; one option was a 9-acre park that included 1-acre of residential development on the 2-acre commercial site and the other option was an 8-acre park as shown in the current Specific Plan. During the meeting there were concerns from the Spring Lake residents regarding timing of the park improvements, size of the park and having residential units within the 10-acre site.

The second meeting was held June 25, 2015 to present the revised master plan that incorporated input from the first meeting and to receive additional comments. During the second meeting the residents requested that the City look into options to fund a 10-acre park without compromising timing of construction. Staff and the property owners continued to discuss options for the 10-acre option.

During the July 27, 2015 Parks and Recreation Commission Meeting, staff presented the 10-acre park option based on resident's requests and preliminary agreement between the City and the property owners. Due to the extra costs to purchase and improve the additional 2-acres, there is only enough funding for construction of 7 acres of the 10-acre site. The other 3-acres would be deferred to a later date as funding from new development in Spring Lake is received.

The master plan for the 10-acre neighborhood park, the final purchase agreement and rezoning of the 2-acre Neighborhood Commercial site to Park Space was approved by Council in the December 12, 2015 meeting. The City has since entered into escrow to acquire the 10-acre park site and is scheduled to close escrow before the end of June. The City will advertise the project for bid upon close of escrow.

Discussion

The park improvements will be constructed in two phases as shown in the Master Plan Phasing Plan attachment.

The first phase of the park includes:

- 10-acre ultimate park size (3 acres mulched area that will later be developed during Phase 2)
- Multi-use turf area to accommodate youth soccer fields and T-Ball size baseball field
- Playground area and equipment for 2-5 aged and 5-12 aged children
- Benches, pathway lighting, drinking fountains
- Paved and decomposed granite paths with connections to adjoining greenbelt network and fitness stations
- Group and small picnic shelters
- Restroom and maintenance building
- Low water use landscaping

Second phase includes:

- Parking lot (access off of Meikle Ave)
- Tennis courts
- Half-basketball court

Upon Council authorization and close of escrow, the project bids will be solicited with an approximate bid

opening in mid-July. Staff anticipates construction beginning in September 2016 and the park to open spring 2017. To meet this schedule, staff is requesting Council authorize the City Manager to execute the construction contract.

To provide adequate construction management and specialized inspection services for the project, staff is requesting that Council approve a consultant services agreement with Associated Engineering Consultants, Inc.

A full set of Plans and Specifications are available for review at the Community Development counter.

Conclusion

Recommendation for Action: Staff recommends that the City Council:

1. Approve Resolution No. _____, approving the plans and specifications, authorizing bid advertisement; and
2. Authorize the City Manager to execute the construction contract to the lowest, responsive, responsible bidder at an amount not to exceed \$2,480,000, plus a contingency in the amount of \$158,000 for the Spring Lake N3 Park Project, CIP 15-05; and
3. Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$217,640 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 10% of the agreement amount.

Prepared by: Clara Olmedo, Associate Engineer

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



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution

Attachment B -Park Plan Rendering

SPRING LAKE PARK N3

PARK PLAN RENDERING

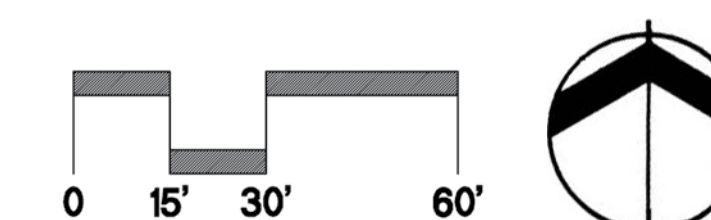
06/15/16



 Callander Associates

Landscape Architecture
Park and Recreation Design
Neighborhood Parks
15.002 Springfield N3 Park © copyrighted 2016 Callander Associates Landscape Architecture, Inc.

SPRINGLAKE N3 PARK



RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS FOR THE SPRING LAKE N3
PARK PROJECT, AUTHORIZING BID ADVERTISEMENT, AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT FOLLOWING BID OPENING TO
THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PROVIDED THE
CONTRACT AMOUNT DOES NOT EXCEED \$2,480,000 AND APPROVING
CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT FOR THE
SPRING LAKE N3 PARK PROJECT, CIP 15-05**

WHEREAS, the City of Woodland has \$3,900,00 in the Capital Budget to construct the project, referred to as the Spring Lake N3 Park Project, CIP 15-05 (the "Project"); and

WHEREAS, the City Council approved Master plan and approved consultant agreement to design park in December 12, 2015; and

WHEREAS, staff request that the City Council gives City Manager authority to award and execute the construction contract in the amount not to exceed \$2,480,000 plus a contingency amount of \$158,000 for the Spring Lake N3 Park Project, CIP 15-05; and

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected by a qualifications based selection process; and

WHEREAS, the City wishes to approve the consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$217,640 and authorize a contingency up to 10%; and

WHEREAS, the City Council desires to construct the Project; and

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

Section 1. The City Council hereby approves the plans and specifications for the Spring Lake N3 Park Project, CIP 15-05, which are available on file with the City Clerk.

Section 2. The City Council authorizes City staff to advertise the Spring Lake N3 Park Project, CIP 15-05 for bids, with bid opening date anticipated to occur in July 2016.

Section 3. The City Council further authorizes the City Manager to execute an agreement with the lowest responsible and responsive bidder following bid opening provided that the total contract amount does not exceed Two Million Four Hundred Dollars (\$2,480,000) plus a contingency amount of One Hundred Fifty Thousand Dollars (\$158,000).

Section 4. The City Council hereby approves the consultant services agreement with Associated Engineering Consultants, Inc. in the amount of \$217,640. The City Engineer is hereby authorized and directed to execute the agreement and amendments up to 10% of the original agreement amount, 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.

PASSED AND ADOPTED this _____ day of _____ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

File #: 16-558, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Approve Construction Contract with R.J. Gordon Construction, Inc. for Well #24 and Well #26 Water Main Project, CIP #16-09

Recommendation for Action: Staff recommends that the City Council:

- (1) Adopt Resolution No. _____, approving construction contract with R.J. Gordon Construction, Inc. for an amount not to exceed \$1,183,235 with a ten percent (10%) contingency; and
- (2) Approve additional \$47,602 Contingency for the Consultant Services Agreement with Hatch Mott McDonald; and
- (3) Approve CM and Inspection Services Contract with Psomas for an amount not to exceed \$100,000; and
- (4) Reallocate \$460,000 from CIP 11-14 to CIP 16-09; and
- (5) approve a new appropriation in FY 16/17 for \$1,000,000 from the water enterprise fund.

Staff ContactChris Fong, Senior Associate Civil Engineer, (530) 661-5972, chris.fong@cityofwoodland.org**Fiscal Impact**

The cost of this project is included in both the SRF funding agreement for Woodland local water projects and in the water rate study completed to inform the January 2016 water rate increase. In FY 15/16, the City Council adopted Resolution #6517 to allocated \$250,000 for the project. City staff is now asking Council to authorize transferring \$460,000 from CIP #11-14 to CIP #16-09 and furthermore allocating an additional \$1,000,000 from the water enterprise fund. The total project budget will be \$1,710,000. Other items that make up the total project budget represent the amount allocated for design, land acquisition, construction contingency, and construction management/inspection.

The underlying funding source for this project is the City's Water Enterprise Fund. There are no impacts to the City's General Fund.

Background

The City has entered into a Joint Powers Agreement with the City of Davis and UC-Davis to construct facilities to treat and deliver surface water to the two cities. This project is an extension of the first phase (CIP #11-14 WTME) of a two-part project to convey treated water from the regional water treatment facility to points throughout the City. This project will connect existing Well #24 and Well #26 directly to the transmission main for blending purposes. The use of these wells to blend with surface water is a required mitigation measure to be in compliance with the new State of California chromium 6 Maximum Contaminant Limit which was

effective as of July 1, 2015.

City staff seeks an additional \$47,602 for consultant services with Hatch Mott McDonald. At the 100% design stage, the City decided to add two features to the design contract: adding pump to waste at Well #26 and improved SCADA controls at Well #26. Additionally the City decided to have Hatch Mott McDonald provide design support during construction which was not part of the original design scope.

Around October 2013, the City issued a Request for Qualifications (RFQ) for CM and Inspection Services contracts. Psomas was one of the selected firms and the City chose to utilize Psomas's construction management and inspection services for this project as Psomas has performed similar services for the City in the past.

Discussion

The City advertised for bids on April 29, 2016. On June 14, 2016, the City received 2 bids for CIP #16-09 ranging from \$1,183,235 to \$1,305,388.70. The engineer's estimate was \$1,049,845. Staff has performed due diligence in reviewing the bids. R.J. Gordon Construction Inc., has been determined to be the lowest responsive bidder and has complied with all technical submittal requirements. Please see the following table for complete bid results.

	CONTRACTOR*	BASE BID	Original Bid as read at Bid Opening (if differen
1	R.J. Gordon Construction Inc.	\$1,183,235.00	
2	J.J.M. Engineering Constructors, Inc.	\$1,305,388.70	\$1,293,535.00

Both bids were higher than the engineer's estimate of \$1,049,845 which is indicative of the variable costs related to Horizontal Directional Drilling. Overall, staff feels this was a good response to the bid advertisement with 2 bidders participating.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 75 working days for completion of the project which excludes weekends, holidays, delays due to weather, and lead time for ordering material. With authorization to award the contract, staff anticipates beginning in late July 2016 with completion in late Fall 2016.

Hatch Mott McDonald will be providing design support during construction and Psomas will be providing construction management and inspection services during construction.

Conclusion

Staff recommends that the City Council: (1) approve construction contract with R.J. Gordon Construction, Inc. for an amount not to exceed \$1,183,235 with a ten percent (10%) contingency; (2) approve additional \$47,602 Contingency for the Consultant Services Agreement with Hatch Mott McDonald; (3) approve CM and

Inspection Services Contract with Psomas for an amount not to exceed \$100,000; (4) reallocate \$460,000 from CIP 11-14 to CIP 16-09; and (5) approve a new appropriation in FY 16/17 for \$1,000,000 from the water enterprise fund.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, CDD Director

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Enclosures: Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH R.J. GORDON CONSTRUCTION, INC. IN THE AMOUNT OF \$1,183,235 WITH A TEN PERCENT (10%) CONTINGENCY; APPROVING ADDITIONAL \$47,602 CONTINGENCY FOR CONSULTANT SERVICES AGREEMENT WITH HATCH MOTT MCDONALD; APPROVE CM AND INSPECTION SERVICES CONTRACT WITH PSOMAS FOR AN AMOUNT NOT TO EXCEED \$100,000; REALLOCATE \$460,000 FROM CIP 11-14 TO CIP #16-09; AND APPROVE A NEW APPROPRIATION IN FY 16/17 OF \$1,000,000 FROM THE WATER ENTERPRISE FUND FOR CIP 16-09, WELL #24 AND WELL #26 WATER MAIN PROJECT

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with R.J. Gordon Construction, Inc. for CIP 16-09, Wells #24 and #26 Water Main Project for \$1,183,325; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% (\$118,332.50)); and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on April 29, 2016; and the City of Woodland advertised for bids on June 14, 2016; and

WHEREAS, on June 14, 2016 the City of Woodland received 2 bids, and R.J. Gordon Construction, Inc. was determined to be the lowest responsive bidder with a base bid of \$1,183,325; and

WHEREAS, the City Council wishes to approve an additional \$47,602 contingency for consultant services agreement with Hatch Mott McDonald; and

WHEREAS, the City Council wishes to approve a CM and Inspection Services Contract with Psomas for an amount not to exceed \$100,000.

WHEREAS, the City Council wishes to approve the transfer of \$460,000 of Water Enterprise Funds from the Water Transmission Main East Project, CIP 11-14 to Well #24 and Well #26 Water Main Project, CIP #16-09; and

WHEREAS, the City Council wishes to approve the allocation of an additional \$1,000,000 of Water Enterprise Funds to Well #24 and Well #26 Water Main Project, CIP #16-09; and

WHEREAS, the City Council wishes to approve a Construction Contract with R.J. Gordon Construction, Inc., and authorize its execution through 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 Construction Contract with R.J. Gordon Construction, Inc. in the amount of \$1,183,325 and approves a ten (10%) percent construction

contingency in the amount of \$118,332.50. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby authorizes an additional \$17,602 contingency with Hatch Mott McDonald for design work.

Section 3. The City Council hereby authorizes a CM and Inspection Services Contract with Psomas for an amount not to exceed \$100,000.

Section 4. The City Council hereby authorizes the transfer of \$460,000 of Water Enterprise Funds from the Water Transmission Main East Project, CIP 11-14 to Well #24 and Well #26 Water Main Project, CIP #16-09.

Section 5. The City Council hereby authorizes the allocation of an additional \$1,000,000 of Water Enterprise Funds to Well #24 and Well #26 Water Main Project, CIP #16-09.

Section 6. The City Council hereby authorizes the City Manager to approve a consultant agreement with Psomas for construction management and inspection services for an amount up to \$100,000 and the \$X in additional contingency for the consultant services agreement with Hatch Mott McDonald.

Section 7. Copies of the Construction Contract and Consultant Agreement for Construction Management and Inspection Services 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 by the City Council this 21st day of June, 2016, 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

File #: 16-584, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Authorize City Manager to Execute Agreements with, and Payment to, the Railroad for the Kentucky Widening Improvement Project, CIP 04-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute agreements with Genesee & Wyoming (California Northern Railroad) and Union Pacific Railroad for rail crossing improvements and wire and water line crossings associated with the Kentucky Avenue Widening and Complete Streets Improvements Project, CIP 04-07, in an amount not to exceed \$1,531,000.

Staff Contact

Diana Ayón, Associate Civil Engineer, 530-661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes \$15.3 million in funding for the Kentucky Avenue project consisting of \$13 million SACOG grant, \$1.7 million Measure E, \$300,000 Water Enterprise and \$300,000 Sewer Enterprise funding. Measure E funding is anticipated to fund right-of-way expenses.

Measure E and SACOG grant funding will be used to pay the railroad fees and construction costs, since this work is considered a right-of-way expense.

Background

The Kentucky Avenue project will reconstruct the pavement and widen Kentucky Avenue to 4-lanes from East to College streets. The project will also reconstruct the roadway and make operational improvements from College to West streets. The project will transform this section of Kentucky Avenue into a complete street providing improved facilities for all modes of travel.

The project's design contract was authorized by the City Council on February 5, 2013 to PSOMAS including, among other tasks, coordinating with the railroad. Council approved the Mitigated Negative Declaration on October 21, 2014 and Caltrans approved the NEPA on January 21, 2015. The final design phase, including railroad coordination and improvement design, for the project is in the final stages of completion.

Discussion

As part of the right-of-way phase, staff and the consultant team have been coordinating with the railroad. The project improvements impact two railroad crossings along Kentucky Avenue, between East Street and Palm Avenue. The railroad tracks are owned by Union Pacific Railroad (UPRR) and operated by Genesee & Wyoming. The impacts include a waterline crossing and wire line crossing (electrical, signal equipment wires, etc.) underneath the existing railroad tracks. Additional easement rights are also required for the widening portion of the project.

Construction improvement agreements between the City, UPRR, and Genesee & Wyoming will be prepared for execution. These agreements will include fees for the crossing under the two rail lines (currently estimated at \$5,000 per agreement) and payment of the final estimated construction costs for the crossing improvements (currently estimated at \$750k per crossing).

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute agreements with Genesee & Wyoming (California Northern Railroad) and Union Pacific Railroad for rail crossing improvements and wire and water line crossings associated with the Kentucky Avenue Widening and Complete Streets Improvements Project, CIP 04-07, in an amount not to exceed \$1,531,000.

Prepared by: Diana Ayón, Associate Civil Engineer
Katie Wurzel, Principal Civil Engineer

Reviewed by: Brent Meyer, 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
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH UNION
PACIFIC RAILROAD AND GENESEE & WYOMING FOR CROSSING
IMPROVEMENTS AND WIRELINE AND WATERLINE CROSSINGS
ASSOCIATED WITH THE KENTUCKY AVENUE WIDENING AND COMPLETE
STREETS PROJECT, CIP 04-07**

WHEREAS, the City of Woodland has funding in the Capital Budget for the Project to improve the Kentucky Avenue corridor between East and West streets including railroad improvements; and

WHEREAS, the City Council authorized the City Manager on February 5, 2013 to execute a Consultant Agreement with PSOMAS that includes, among other tasks, design of the road widening and coordination with the railroad; and

WHEREAS, the roadway improvements require the widening of the roadway thus creating a need to improve the railroad crossing equipment; and

WHEREAS, the project includes traffic signal, street light and waterline improvements that create a need for a waterline crossing and wireline crossing agreement with the railroad; and

WHEREAS, these agreements and crossing improvements have an estimated combined cost of \$1,531,000; and

WHEREAS, the City Council wishes to approve both railroad agreements and authorize their execution and associated payments 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 authorizes the City Manager to execute agreements with Union Pacific Railroad and Genesee and Wyoming for a total amount not to exceed \$1,531,000, subject to City Attorney review and approval of the agreements. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized for the applications does not change.

Section 2. Once executed, a copy of the agreements will be available and on file in the City Clerk's office.

PASSED AND ADOPTED this _____ day of _____ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

File #: 16-572, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Resolution Approving Memorandum of Understanding with the County of Yolo
Regarding the Westucky Utility Connection Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Memorandum of Understanding with the County of Yolo regarding the Westucky Utility Connection Project and authorizing City staff to take steps necessary to implement the project.

Staff Contact

Ken Hiatt, Community Development Director, 530 661-5930, ken.hiatt@cityofwoodland.org

Fiscal Impact

There is no direct fiscal impact from authorizing execution of the MOU. However, once the properties connect to the City's water and sewer system, the properties will be subject to City connection fees and existing water and sewer charges. Additionally, the project would be subject to applicable planning and permitting fees. Staff and the city attorney have incurred costs in negotiating and drafting the various documents associated with this project. However, the County has agreed to reimburse the City for these costs.

Background

The Westucky Water System is a community water system serving approximately 15 service connections and a population of approximately 33 year-round residents. The water system is located in unincorporated Yolo County and serves residents on Aspen Street, north of Kentucky Avenue. The current water system consists of one well, a 750-gallon hydro-pneumatic tank and distribution system.

In 2000 and again in September 2007, pump failure caused the depressurization of the system and loss of water supply. The water system is currently in violation of State standards. Specifically, the water system has failed to perform the required water quality monitoring, and routine total coliform testing has revealed contamination of the water system. Additionally, the water system experienced a well pump failure in April of this year, causing the need for emergency drilling and the delivery of bottled water.

To address issues caused by the failure of the Westucky water system, Yolo County applied for, and was awarded, a Community Development Block Grant (CDBG) to construct a replacement well to serve the affected properties. However, as a result of further due diligence, the County determined that it was not feasible

to construct a new well with the awarded grant that will ensure compliance with state and federal water quality standards. The County concluded that the only remaining viable option was to pursue connecting the subject properties to the City of Woodland's water system. In late January of 2016, the County formally requested the City to allow and support the County's desire to design and construct connections to the City's utility system. The County has advised the City that the CDBG grant secured for this purpose requires that grant funds be expended by September 30, 2016.

On February 16, 2016, the City Council considered this matter and directed staff to return to the City Council with a Memorandum of Understanding to implement this project and an out of agency service agreement, as appropriate, addressing City interests.

Discussion

Following the February 16, 2016 City Council meeting, staff met with County staff and negotiated a Memorandum of Understanding that specifies the various obligations of the City and County. The MOU requires the City to apply for an Out of Agency Service Review with the Yolo Local Agency Formation Commission, which approval is required before the City may begin providing service to the Westucky area. The MOU further provides that the individual Westucky customers will pay the same cost for water and sewer service as existing City customers pay. The City will provide those services in the same manner and following the same policies and procedures in place for City's existing utility customers.

The MOU includes requirements of the County for both the immediate connection of the Westucky area to the City's water and sewer systems but also steps needed to address inadequate infrastructure, health and safety code violations, and possible annexation of the Westucky area to the City. More specifically, the MOU requires the County to do the following (among other things):

- Submit plans for water and sewer utility systems to the City for review and approval prior to bidding the construction and apply for all necessary permits.
- Pay the upfront cost of City water meters if the cost is not covered by the CDBG grant and be reimbursed by the City following the City's billing of the individual customers.
- Reimburse City for its reasonable and necessary expenses incurred in connection with the MOU and to enter into a reimbursement agreement with the City. The reimbursement agreement is attached to the MOU as Exhibit B.
- Work with the Westucky property owners to correct health and safety conditions in Westucky area residential structures and properties.
- Require property owner consent to granting of certain rights of way and easements necessary to construct and maintain infrastructure in the Westucky area (such as street lights, paved roads, storm drains, sidewalks, and fire hydrants).
- Abandon the well per County standards within 30 days of establishing connection to the City's water system and to work with the Westucky property owners to abandon all private septic systems and any wells pursuant to County standards within 30 days of establishing connection to the City's system.
- Require certain conditions to be met with respect to any new development of the Westucky area prior to annexation

Additionally, the County and City have agreed to a form agreement for landowners to sign to consent to the provision of City water and sewer service. A form of that agreement is attached to the MOU as Exhibit C. The County has been working with the Westucky property owners to obtain approval of the agreement. At the time

of this staff report only one agreement remained outstanding.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Memorandum of Understanding with the County of Yolo regarding the Westucky Utility Connection Project and authorizing City staff to take steps necessary to implement the project.

Prepared by: Ken Hiatt, Community Development Director

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment: Resolution and Memorandum of Understanding

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF YOLO AND THE CITY OF WOODLAND REGARDING THE WESTUCKY UTILITY CONNECTION PROJECT AND AUTHORIZING CITY STAFF TO TAKE ALL STEPS NECESSARY TO ASSIST THE COUNTY IN COMPLETING THE PROJECT

WHEREAS, the Westucky Water Association (“Westucky”) is a community public water system in unincorporated Yolo County, adjacent to the City boundaries, that serves approximately 15 service connections and a population of approximately 33 year-round residents; and

WHEREAS, Westucky has incurred two system failures in the past 12 years and is in violation of State standards for failing to provide a reliable and adequate supply of potable water; and

WHEREAS, the County of Yolo has received a Community Development Block Grant to fund improvements to Westucky, administered by Yolo County Housing, and the City and County desire to use the grant funds to extend the City’s public water and sewer system to serve Westucky; and

WHEREAS, the City and County have negotiated a Memorandum of Understanding (“MOU”) (Attachment A) specifying the various responsibilities and obligations of each party in order to ensure that Westucky customers are connected to a reliable and safe supply of potable water in compliance with City standards and to provide that City’s costs for negotiating the MOU and implementing it are reimbursed by the County; and

WHEREAS, the City and County have also drafted a form of an agreement for landowners to sign whereby the owners agree to have water and sewer service provided by the City and also to grant rights of way and other easements necessary to construct and maintain infrastructure in the Westucky area that is normally associated with urban development, such as paved roads and sidewalks; and

WHEREAS, the City’s provision of water and sewer service to Westucky shall only be provided upon approval by the Yolo Local Agency Formation Commission of the City’s Out of Agency Service Review Application.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby determines that the MOU is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Regulations 15301 and 15302, authorizes the City Manager to execute the Memorandum of Understanding Between the County

of Yolo and the City of Woodland Regarding the Westucky Utility Connection Project in substantially the same form as attached to this Resolution so long as the City does not incur any additional obligations or additional costs, and authorizes City staff to take the steps necessary to assist the County in completing the Westucky water and sewer connection project.

PASSED AND ADOPTED by the City Council of the City of Woodland this 21st day of June, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez
City Clerk

Kara K. Ueda
City Attorney

EXHIBIT A

Memorandum of Understanding

**Memorandum of Understanding
Between the County of Yolo and the City of Woodland
Regarding Westucky Utility Connection Project**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of June, 2016, by and between the City of Woodland (“City”) and the County of Yolo (“County”), individually referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, the Westucky Water Association (“Westucky”) is a Community Public Water System located in the unincorporated area of Yolo County originally formed in 1953 serving the residents on Aspen Street just outside the northerly limits of the City of Woodland (“City”) with approximately 15 service connections and a population of at least 33 year-round residents, as depicted in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, Westucky currently consists of one groundwater well, an approximately 750-gallon hydropneumatic tank, and a distribution system that was largely installed over 60 years ago; and

WHEREAS, Westucky has incurred two system failures in the past 12 years and is in violation of Title 22, Division 4, Chapters 15 and 17.5 of the California Code of Regulations and California Health and Safety Code section 116555(a)(3) for failing to provide a reliable and adequate supply of pure, wholesome, healthful, and potable water; and

WHEREAS, Westucky is continuing to rapidly deteriorate, creating the need to replace the entire water system or to extend services from City’s existing public water system; and

WHEREAS, effective June 24, 2015, Senate Bill 88 added sections 116680-116684 to the California Health and Safety Code, allowing the State Water Board to require certain water systems that consistently fail to provide safe drinking water to consolidate with, or receive an extension of service from, another public water system; and

WHEREAS, County has received a Community Development Block Grant (“CDBG”) grant to fund improvements to Westucky, which grant is being administered by Yolo County Housing; and

WHEREAS, the parties desire to utilize the CDBG grant funds to work collaboratively on a Westucky utility connection project to extend City’s public water and sewer system to serve Westucky (“Project”); and

WHEREAS, connecting City’s public water and sewer system to Westucky shall include the connections for all commercial and residential buildings in Westucky to City utilities and the provision of a reliable and adequate supply of potable water as required under State law.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

A. City agrees to:

1. Undertake all steps necessary to assist the County in extending City's public water and sewer system to all commercial and residential buildings in Westucky. Such tasks will include, but not be limited to, the following:
 - a. Request City Council approval for this MOU and authorization for City staff to take all steps necessary to assist the County in completing the Project.
 - b. Apply for and complete an Out of Agency Service Review for the Project (the "Application") with the Yolo Local Agency Formation Commission ("LAFCo").
 - c. Provide City sewer and water service to Westucky upon (i) approval by LAFCo, (ii) completion of County's construction of all required infrastructure and City's approval of same, and (iii) County's payment of applicable sewer and water connection fees as required by City Code and Fee Schedule.
 - d. Establish a system of on-bill financing for charging individual customers for the cost of City water meters if necessary pursuant to Section B.5. below and reimburse County for payment of its upfront costs for meter installation.
 - e. Upon extension of water and sewer service to commercial and residential buildings in Westucky, City shall operate and maintain services to such properties in a manner consistent with its applicable policies, practices, and procedures currently in place for City's existing utility customers.

B. County agrees to:

1. Pay Application fee and applicable City fees required for the Project.
2. Design and install, either through its own forces or pursuant to a contract, extension of City's potable water and sewer utility systems, including fire hydrants, to Westucky. County shall submit its plans to City for review and approval prior to authorization for bidding the construction of underground water and sewer lines.
3. Apply for City permits necessary to complete the Project.
4. Reimburse City for its reasonable and necessary expenses incurred from and after February 8, 2016 by City in connection with this MOU, including staff time to review County's plans and specifications, process the Application, inspect the improvements during construction, and administer this MOU, as well as all of City's legal costs. County shall reimburse City directly or have CDBG grant funds directed to City. City shall provide County with itemized invoices on a monthly basis. Upon receipt of City's

invoice, County shall have thirty (30) days to pay City. If County disputes a charge by City, County shall so inform City within ten (10) business days, after which City and County representatives shall discuss the disputed item(s) and attempt to negotiate a resolution. If County and City staff cannot informally resolve such a dispute, the matter shall be decided by the City Manager and County Administrative Officer and then by the City Council and Board of Supervisors if necessary. Any charge not disputed by County as set forth herein shall be deemed acceptable to County.

5. Pay the upfront cost of City water meters if such cost is not covered by the CDBG grant funds and be reimbursed through on-bill financing by the individual customers. If individual customers do not pay for the water meter cost, County agrees to cooperate with City in collecting such costs from individual customers.
6. Provide to City's satisfaction, any necessary public utility easements on County property or rights-of-way and, as required of Westucky area property owners by City's Agreement for Extension of Water and Sewer Services (a form of which is attached hereto as **Exhibit B**) public utility easements that allow for County's construction and City's operation and maintenance of the public utilities.
7. Begin process to abandon existing Westucky water district well per County standards within 30 days of establishing connecting to City water system.
8. Agree that, as a condition of City's Agreement for Extension of Water and Sewer Service, that Westucky property owners abandon all private septic systems and any wells pursuant to applicable County standards within 30 days of establishing connection to City services.
9. Process permits and perform inspections through County Building Department for all necessary modifications to private plumbing systems associated with connection to City sewer and water services.
10. Work with Westucky property owners and, as necessary, abate health and safety violations discovered during and related to the project. Utilize code enforcement actions necessary to correct all health and safety conditions in Westucky area residential structures and properties arising from complaints.
11. Develop a funding strategy for CDBG funds that prioritizes funding for completion of civil infrastructure in the Westucky area with the goal of completing such improvements within two (2) years of the effective date of this MOU (which shall be the date the last party to this MOU executes it) agreement
12. With respect to any new development of the Westucky area prior to annexation, require that:

- a. The design, construction, and both on-site and right-of-way improvements for the development of the Westucky area be governed by applicable City requirements, reviewed and approved by the City and standards
 - b. New development be subject to the City's application review and approval through the applicable City application and permitting processes and payment of all applicable application and permit fees.
 - c. New development pay City impact fees at time of building permit issuance.
 - d. All development in the Westucky area be connected to City water and sewer systems, with property owners required to pay all fees associated with such connections.
 - e. Development of the Westucky area provide for adequate on-site storm drainage, subject to the approval of both City and County engineers.
- C. Further Discussion. Without impairment to, or delay of the completion of, the Project, the parties agree to continue discussions about, and work collaboratively to identify solutions regarding future annexation of the Westucky area, including negotiation of a property tax sharing agreement between the City and County and abatement of all health and safety code violations.
- D. Term and Termination.
1. This MOU shall commence and become effective upon the last party's execution of the MOU and shall remain in effect until terminated by either party pursuant to Section D.2. below or upon completion of all obligations of the parties.
 2. County may terminate this MOU if it does not secure CDBG grant funds necessary to fund the project by providing written notice to City. Either party may terminate this MOU for cause. Prior to termination, the party claiming default shall provide notice to the other party ("Other Party") of such default and provide a 20 day opportunity day to cure. If the Other Party has not cured the default or cannot demonstrate that the default cannot be cured within 20 days (in which case an extension of time may be granted), the party shall provide written notice to the Other Party of termination. Termination of this MOU shall not relieve County of its obligation to reimburse City for expenses incurred prior to termination pursuant to the terms of this MOU.
- E. Indemnification.

The County shall indemnify, defend (with counsel reasonably satisfactory to City) and hold harmless the City from all claims (including any and all actions, causes of action, claims, attorneys' fees, costs, demands, lawsuits, liens, and liabilities of any kind and nature) that arise from County's design or installation of the water and sewer system connections to Westucky or otherwise from County's implementation of this MOU, except if such claim is a result of City's (including its officers, employees, agents, and volunteers) negligent act or

omission or willful misconduct, then City shall indemnify and defend County (with counsel reasonably satisfactory to County) from any such claim. Each party agrees to fully cooperate with the other in any attempt to resolve or defend a challenge related to the design or installation of the water and sewer system connections or the implementation of this MOU. Each party (the "Indemnifying Party") agrees to indemnify, defend (with counsel selected by the Indemnifying Party and reasonably acceptable to the other party) and hold harmless the other party (the "Indemnified Party") from all other claims (as defined above) arising in connection with this MOU.

F. General Terms

1. CDBG Contingency. All County and City obligations under this MOU are contingent on sufficient funding of the Project by the CDBG. However, County shall reimburse City for all costs City incurs to implement this MOU as of February 8, 2016, including all initial meetings and drafting and review of this MOU, regardless of whether County receives CDBG grant funds.
2. Property Owner Consent Contingency. City and County expressly understand and agree that following the construction and installation of water and sewer lines to serve the Project, service to property owners and customers within Westucky is subject to owners' consent to have water and sewer utilities provided to their property and granting of public utility easements needed to maintain and service said utilities.
3. Amendments. Modifications or amendments to the terms of this MOU shall be in writing and executed by both parties.
4. Notices. All notices, letters, and other communications regarding this MOU sent from one party to the other will be mailed, first class, or hand delivered, or via facsimile or electronic mail followed by delivery of the original documents to the address shown. Either party may change its address at any time by providing written notification to the other party.

City

Paul Navazio, City Manager
300 First Street
Woodland, CA 95695
530.661.5800
530.661.5813 Fax
Paul.Navazio@cityofwoodland.org

County

Patrick Blacklock, County Administrator
625 Court Street, Room 202
Woodland, CA 95695
530.666.8150
530.668.4029 Fax
Patrick.Blacklock@yolocounty.org

All notices shall be effective upon receipt.

5. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation of either party to this Agreement.

6. Jurisdiction. Any lawsuit, action, or other proceeding arising from this MOU shall be governed by California law and brought in a California state court located in the County of Yolo, California.
7. Successors and Assigns. This MOU may only be assigned with the express written consent of the other party. It shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning party without the prior consent of the other party.
8. Severability. If any provision of this MOU is deemed invalid or unenforceable, the balance of this MOU shall remain in full force and effect; provided that if any material obligation or benefit under this MOU is deemed invalid or unenforceable, the parties shall negotiate in good faith to amend the MOU to ensure adequate consideration by both parties.
9. Incorporation of Recitals. The recitals set forth on the first page, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this MOU as if set forth in full.
10. Integration. This MOU constitutes the entire understanding between the parties pertaining to the subject matter of this MOU and supersedes all prior understandings and representations of the parties with respect to the subject matter of this MOU. Any representation, promise, or condition not incorporated into this MOU is not binding on any party.

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

CITY OF WOODLAND

By: _____
Paul Navazio
City Manager

COUNTY OF YOLO

By: _____
Patrick Blacklock
County Administrator

Legislation Text

File #: 16-571, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Approval of New Purchase Price Limits for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council approve a new purchase price limit of \$332,000 for new and resale homes purchased with HOME, CalHome, and BEGIN loan funds through the City of Woodland's First Time Homebuyer Loan Assistance Program.

Staff Contact

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

Fiscal Impact

The City funds first time homebuyer loans and housing consultant costs through repaid HOME, CalHome, and BEGIN loan funds (program income).

Background

The has assisted at least 68 families with first time homebuyer loans since approximately 2006 using HOME, CalHome, BEGIN, Redevelopment Agency, and Community Development Block Grant funds. Families participating in the program cannot have owned a home for at least three years and must be low income. For 2016, the income limit for a low income household of four persons is \$59,300. Currently, the City is working with a group of ten families for its first time homebuyer loan assistance program with funds generated through the repayment of HOME, CalHome, and BEGIN housing loans (program income funds).

Discussion

The HOME program last month issued the 2016 purchase price limits for homes purchased with HOME assistance. The new limit for Yolo County is \$332,000 for new and resale homes. The 2015 limits were \$319,000 and \$299,000 for new and resale homes, respectively. The HOME program specifies purchase price limits, but CalHome and BEGIN do not. HOME program income makes up a majority of the City funds available for first time homebuyer loan assistance.

Currently, \$485,000 in HOME, CalHome, and BEGIN program income funds are available for loans. This amount will increase to \$541,000 in July based on additional HOME program income funds received in April. Families assisted with City loan assistance since 2006 received average assistance of \$65,297. Affordable housing in-lieu fees have not been used for the City's first time homebuyer loan assistance program.

Conclusion

Staff recommends that the City Council approve a revised purchase price limit of \$332,000 for new and resale homes purchased with HOME, CalHome, and BEGIN loan funds through the City of Woodland's First Time Homebuyer Loan Assistance Program.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director



Paul Navazio, City Manager

Attachments:
HOME Purchase Price Limits



State of California HOME Program Single-Family Maximum Purchase Price Limits

FOR DEVELOPMENT OR ACQUISITION OF NEWLY- CONSTRUCTED HOUSING

(Built within 12 months of acquisition)

Effective May 2, 2016

County	One-Unit 95% Median Purchase Price Limit
Alpine County	\$305,000
Amador County	\$228,000
Butte County	\$239,000
Calaveras County	\$235,000
Colusa County	\$228,000
Contra Costa County	\$410,000
Del Norte County	\$228,000
El Dorado County	\$342,000
Fresno County	\$228,000
Glenn County	\$228,000
Humboldt County	\$242,000
Imperial County	\$228,000
Inyo County	\$271,000
Kern County	\$228,000
Kings County	\$228,000
Lake County	\$228,000
Lassen County	\$228,000
Los Angeles County	\$394,000
Madera County	\$228,000
Marin County	\$561,000
Mariposa County	\$228,000
Mendocino County	\$285,000
Merced County	\$228,000
Modoc County	\$228,000
Mono County	\$399,000

Monterey County	\$361,000
Napa County	\$427,000
Nevada County	\$322,000
Orange County	\$480,000
Placer County	\$363,000
Plumas County	\$228,000
Riverside County	\$271,000
Sacramento County	\$293,000
San Benito County	\$396,000
San Bernardino County	\$260,000
San Diego County	\$404,000
San Francisco County	\$561,000
San Joaquin County	\$276,000
San Luis Obispo County	\$409,000
San Mateo County	\$561,000
Santa Barbara County	\$304,000
Santa Clara County	\$526,000
Santa Cruz County	\$474,000
Shasta County	\$228,000
Sierra County	\$228,000
Siskiyou County	\$228,000
Solano County	\$313,000
Sonoma County	\$418,000
Stanislaus County	\$228,000
Sutter County	\$228,000
Tehama County	\$228,000
Trinity County	\$228,000
Tulare County	\$228,000
Tuolumne County	\$228,000
Ventura County	\$438,000
Yolo County	\$332,000
Yuba County	\$228,000



State of California HOME Program Single-Family Maximum Purchase Price/After-Rehabilitation Value Limits

FOR ACQUISITION AND/OR REHABILITATION OF EXISTING HOUSING

Effective May 2, 2016

County	One-Unit 95% Median Purchase Price Limit
Alpine County	\$305,000
Amador County	\$214,000
Butte County	\$239,000
Calaveras County	\$235,000
Colusa County	\$171,000
Contra Costa County	\$410,000
Del Norte County	\$190,000
El Dorado County	\$342,000
Fresno County	\$221,000
Glenn County	\$162,000
Humboldt County	\$242,000
Imperial County	\$185,000
Inyo County	\$271,000
Kern County	\$204,000
Kings County	\$174,000
Lake County	\$174,000
Lassen County	\$162,000
Los Angeles County	\$394,000
Madera County	\$194,000
Marin County	\$561,000
Mariposa County	\$214,000
Mendocino County	\$285,000
Merced County	\$200,000
Modoc County	\$151,000
Mono County	\$399,000
Monterey County	\$361,000

Napa County	\$427,000
Nevada County	\$322,000
Orange County	\$480,000
Placer County	\$363,000
Plumas County	\$191,000
Riverside County	\$271,000
Sacramento County	\$293,000
San Benito County	\$396,000
San Bernardino County	\$260,000
San Diego County	\$404,000
San Francisco County	\$561,000
San Joaquin County	\$276,000
San Luis Obispo County	\$409,000
San Mateo County	\$561,000
Santa Barbara County	\$304,000
Santa Clara County	\$526,000
Santa Cruz County	\$474,000
Shasta County	\$219,000
Sierra County	\$170,000
Siskiyou County	\$173,000
Solano County	\$313,000
Sonoma County	\$418,000
Stanislaus County	\$227,000
Sutter County	\$215,000
Tehama County	\$174,000
Trinity County	\$190,000
Tulare County	\$189,000
Tuolumne County	\$224,000
Ventura County	\$438,000
Yolo County	\$332,000
Yuba County	\$212,000

Legislation Text

File #: 16-565, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING - Adopt Resolution to Rescind the Stage Two, Water Warning and Stage One, Water Alert of the City's Water Shortage Contingency Plan and Call for an Ongoing Voluntary Reduction in Water Use and Limitation of Outdoor Irrigation

Recommendation for Action: Staff recommends that the City Council:

(1) Adopt Resolution No. _____, rescinding the Stage Two, Water Warning and Stage 1, Water Alert of the City's Water Shortage Contingency Plan, and

(2) Encourage continued community-wide conservation by calling for a voluntary water-use reduction of ten percent and a voluntary restriction of outdoor irrigation to three days per week between the hours of 6 p.m. and 10 a.m. with the exception of drip irrigation.

Staff Contact

Jordan Power, Water Conservation Coordinator
(530) 661-2067, jordan.power@cityofwoodland.org

Fiscal Impact

There will be no fiscal effect related to adoption of the proposed resolution.

Background

On July 15, 2014, the State Water Resources Control Board (State Water Board) adopted an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) that imposed certain restrictions on all water users and urban water suppliers. In response, the City Council on August 19, 2014, invoked a Stage One, Water Alert with additional requirements to comply with the State Water Board mandate.

On May 5, 2015, the State Water Board adopted an updated Emergency Regulation, which called for a 25% statewide reduction in urban water use compared to 2013 levels as well as specific water conservation measures that apply to individual water users and water agencies. In response, the City Council on May 19, 2015, invoked a Stage Two, Water Warning with additional requirements to comply with the State Water Board mandate.

On February 2, 2016, the State Water Board adopted an extended and revised Emergency Regulation, which adjusted water agencies' conservation requirements based on climate, population growth, and investments in

drought-resilient water sources through October 2016.

On May 18, 2016, the State Water Board adopted a significantly different approach to calculate local conservation requirements that replaces the February 2 Emergency Regulation. The updated regulation, which will be in effect from June 2016 through January 2017, requires each water agency to calculate its own conservation mandate based on the difference between normal water demand and available water supply assuming three additional drought years. To continue to prevent the waste and unreasonable use of water and to promote water conservation, the updated regulation also extends through January 2017 prohibitions and required water conservation measures that apply to all end users of water.

Discussion

Under the updated Emergency Regulation, the State Water Board instructs each water agency to self-certify its potable water supply reliability assuming three additional drought years and its normal demand, which is equal to its average water production in 2013 and 2014. Water agencies that would face water supply shortages under these assumed conditions will be required to meet a conservation target (i.e., percent water-use reduction) that is equal to the amount of the calculated shortage.

Public Works and Utility Engineering have completed the required calculations and determined that the City's supply would meet demand under these assumed conditions. The calculations of reliable supply are consistent with the State Water Board's instructions to assume a three-year hydrology mirroring the 2012/13, 2013/14, 2014/15 water years. The calculations also account for Term 91 curtailments, Lake Shasta Critical Years, and the operational capacity of only three blending wells. The demand was calculated to equal the average potable water production in calendar years 2013 and 2014 as directed by the State Water Board. Because the calculations show that supply would be adequate to meet demand, the City will have no state-mandated water conservation target from June 2016 through January 2017.

The City's Water Shortage Contingency Plan, incorporated into Section 23C, Article 11, of the City of Woodland Municipal Code, classifies a Stage Two, Water Warning, as applying when the City's reliable water supply is adequate to meet no more than seventy-five percent of projected demands and a Stage One, Water Alert, as applying when reliable water supply is adequate to meet no more than ninety percent of projected demands. Neither of these shortage conditions currently exists or is anticipated in the next three years. For this reason and because Woodland has no state-mandated water-use reduction target under the new terms of the State Water Board's Emergency Regulation, staff recommends rescinding the Stage Two, Water Warning and Stage One, Water Alert. Consequently, the community would have no mandatory water conservation target. However, staff recommends that the City Council encourage continued water-use awareness and conservation over the long term by calling for an ongoing voluntary reduction in water use of ten percent compared with 2013 levels as well as a voluntary limitation of outdoor irrigation to three days per week between the hours of 6 p.m. and 10 a.m. with the exception of drip irrigation.

The Emergency Regulation also requires that the following end-user measures continue to be prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

- The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- The application of potable water to driveways and sidewalks;
- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;
- The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
- The irrigation with potable water of ornamental turf on public street medians; and
- The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

Additionally, the Emergency Regulation requires that operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

The State Water Board is expected to make some or all of these requirements permanent in 2017.

Staff will continue to educate the public about, and enforce these ongoing requirements.

Commission/Committee Recommendation

Staff informed the Water Utility Advisory Committee of the recommended actions on June 7. Committee members urged continuing emphasis on the importance of water conservation to maintain the availability of a high-quality water supply.

Conclusion

Staff recommends that the City Council:

- (1) Adopt Resolution No. _____, rescinding the Stage Two, Water Warning and Stage 1, Water Alert of the City's Water Shortage Contingency Plan, and
- (2) Encourage continued community-wide conservation by calling for a voluntary water-use reduction of ten percent and a voluntary restriction of outdoor irrigation to three days per week between the hours of 6 p.m. and 10 a.m. with the exception of drip irrigation.

Prepared by: Jordan Power, Water Conservation Coordinator

Reviewed by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
RESCINDING THE STAGE TWO, WATER WARNING
AND STAGE ONE, WATER ALERT
OF THE CITY'S WATER SHORTAGE CONTINGENCY PLAN
AND CALLING FOR ONGOING VOLUNTARY CONSERVATION MEASURES**

WHEREAS, Article XI of Chapter 23C of the City of Woodland Municipal Code sets forth the City's water shortage contingency plan in accordance with the Urban Water Management Planning Act (Division 6, Part 2.6 of the Water Code §§10610 - 10656); and

WHEREAS, on July 15, 2014, the State Water Resources Control Board (State Water Board) adopted an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) that imposed restrictions on all water users and urban water suppliers and, in response, the City Council on August 19, 2014, invoked a Stage One, Water Alert of the City's water shortage contingency plan with additional requirements to comply with the State Water Board mandate; and

WHEREAS, on May 5, 2015, the State Water Board adopted an updated Emergency Regulation, which required a 24% reduction in Woodland's water use compared to 2013 levels as well as specific water use restrictions applicable to all water users and, in response, the City Council on May 19, 2015, invoked a Stage Two, Water Warning of the water shortage contingency plan with additional requirements to comply with the State Water Board mandate; and

WHEREAS, on February 2, 2016 and on May 18, 2016, the State Water Board extended and revised the Emergency Regulation, modifying the method for determining water agencies' mandatory water conservation targets and extending the end-user restrictions; and

WHEREAS, the May 18, 2016 updated Emergency Regulation requires each water agency to calculate and establish its own conservation target for June 2016 through January 2017 based on the difference between normal water demand and available water supply assuming three additional drought years; and

WHEREAS, according to the required calculations, the City of Woodland's water supply, assuming three additional drought years, will be adequate to meet normal demand as defined by the State Water Board and, therefore, the City will have no state-mandated water conservation target under the updated Emergency Regulation; and

WHEREAS, the City's water supply condition does not meet the definition of a supply shortage described in the water shortage contingency plan for either a Stage Two, Water Warning or a Stage One, Water Alert, and Normal Water Supply is therefore considered to exist; and

WHEREAS, community adoption of water use awareness and water conservation practices for the long term is highly encouraged, and City Council promotion of an ongoing voluntary water conservation goal is desirable; and

WHEREAS, based on the City's existing water supply and demand, staff recommends rescinding the Stage 2, Water Warning and the Stage 1, Water Alert while encouraging continued water water-use awareness and conservation over the long term by calling for an ongoing voluntary reduction in water use of ten percent compared with 2013 levels and a voluntary restriction of outdoor irrigation to three days per week between the hours of 6 p.m. and 10 a.m. with the exception of drip irrigation; and

WHEREAS, the City Council of the City of Woodland held a noticed public hearing on Tuesday, June 21, 2016, to consider rescinding the Stage Two, Water Warning and Stage One, Water Alert, and provided an opportunity for any interested member of the public to address the City Council concerning this Resolution.

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

- (1) Rescinds the Stage 2, Water Warning and Stage 1, Water Alert, and
- (2) Calls for an ongoing community-wide voluntary ten-percent reduction in water use and a voluntary restriction of outdoor irrigation to three days per week between the hours of 6 p.m. and 10 a.m. with the exception of drip irrigation.

PASSED AND ADOPTED this 21th day of June 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

APPROVED AS TO FORM:

Kara Ueda, City Attorney

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

File #: 16-574, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING - Approve the 2016/17 Community Development Block Grant Annual Action Plan

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

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2016/17 Community Development Block Grant (CDBG) Action Plan (Attachment A); and
2. Adopt a Resolution No. _____ to approve the Fiscal Year FY 2016/17 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C); and
3. Direct staff to complete the FY 2016/17 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; and
4. Direct staff to forward the completed FY 2016/17 Action Plan once completed; and
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 2016/17 is \$88,124 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 \$140,000. 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 U.S. Department of Housing and Urban Development (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 2016/17, the City's allocation is \$440,618, an \$18,843 increase (or 4.47 percent) from the FY 2015/16 allocation of \$421,775. The City is augmenting its entitlement funding with \$50,000 in prior year funds available for re-programming to construction projects for a total of \$490,618 in CDBG resources available for new allocation during FY 2016/17.

Overview of FY 2016/17 CDBG Budget

Table 1 displays the breakdown of the allocation of \$440,618, \$50,000 in prior year funds available for re-programming to construction projects, and unexpended funds totaling an estimated \$608,881 available for the City's FY 2016/17 CDBG program. See Attachment B for the proposed FY 2016/17 CDBG budget and the CDBG Review Panel and staff's recommended allocations.

Table 1 - CDBG Summary Table 2016/17 (NOTE 1)

CDBG Program/Activities	Sources		
	2016/17 Entitlement (See NOTE 2)	Unexpended prior year funds	Total Funds Available
Planning and Administration	\$88,124.00		\$88,124.00
Subtotal Planning and Administration	\$88,124.00		\$88,124.00
Public Facilities and Improvements			
Yolo Family Service Agency	\$7,500.00		\$7,500.00
St. John's Cooling Towers for	\$45,302.00		\$45,302.00
Empower Yolo Capital Project	\$13,600.00		\$13,600.00
City of Woodland ADA Access	\$140,000.00		\$140,000.00
Woodland Host Lions Scout	\$35,000.00		\$35,000.00
NHCDC Cottonwood Meadows	\$45,000.00		\$45,000.00
FOM Walter's House HVAC	\$50,000.00		\$50,000.00
FOM Affordable Housing Re		\$53,573.00	\$53,573.00
NHCDC Cottonwood Meadows		\$75,655.00	\$75,655.00
COW ADA Accessibility Program		\$135,845.00	\$135,845.00
COW ADA Accessibility Program		\$118,211.07	\$118,211.07
YCH 1224 Lemen Abatement		\$93,808.00	\$93,808.00
YCH Site Prep New Ed/Rec/I		\$42,718.66	\$42,718.66
Sac Valley Historic Train Dep		\$23,785.28	\$23,785.28
WCC Digital Media/Motion		\$22,000.00	\$22,000.00
YCCC Supportive Housing Re		\$18,775.06	\$18,775.06
Subtotal Public Facilities and Improvements	\$336,402.00	\$584,371.07	\$920,773.07
Public Services			
Planned Parenthood Mar M	\$6,000.00		\$6,000.00

NCCTC Project Hope for Chi	\$6,000.00		\$6,000.00
Yolo Wayfarer Center Emer	\$10,500.00		\$10,500.00
YCCC New Dimensions Supp	\$9,500.00		\$9,500.00
STEAC Woodland Homeless	\$6,000.00		\$6,000.00
Elderly Nutrition Home Deli	\$9,750.00		\$9,750.00
Empower Yolo Shelter Servi	\$8,342.00		\$8,342.00
LSNC Fair Housing Services	\$10,000.00		\$10,000.00
PPMM Teen Success (15/16		\$3,000.00	\$3,000.00
CommuniCare Health Care f		\$3,000.00	\$3,000.00
Yolo Wayfarer Center Emer		\$4,219.96	\$4,219.96
YCCC New Dimensions Supp		\$5,000.00	\$5,000.00
Empower Yolo Shelter Servi		\$4,290.00	\$4,290.00
LSNC Fair Housing Services		\$5,000.00	\$5,000.00
Subtotal Public Services inc	\$66,092.00	\$24,509.96	\$90,601.96
unexpended prior year fun			
Total Amount for CDBG Act	\$490,618.00	\$608,881.03	\$1,099,499.03

NOTE 1 - Unexpended balances are as of June 10, 2016 (IDIS tracking of CDBG expenditures).

NOTE 2 - Funding based FY 2016/17 \$440,618 entitlement and re-programmed funds of \$50,000.

Discussion

Under CDBG regulations no more than 15 percent (or \$66,092) of the City's allocation and available program income, a total of \$440,618, can be used for public services and no more than 20 percent (or \$88,124) can be used for administration. This leaves 65 percent (or \$286,402 and an additional \$50,000 in prior year funds available for re-programming to construction projects) remaining for construction projects.

On January 19, 2016 the City Council discussed CDBG funding priorities for Fiscal Year 2016/17 and the City Council reiterated its support for reserving at least 40 percent of the available public service funds for food and shelter programs.

To assist the City with the review of CDBG applications and the preparation of funding recommendations, a three-person CDBG Review Panel is used. The Review Panel met on March 16, 22, and 31, 2016 to recommended applications to fund. The panel was composed of three members: Jon-Paul Valcarenghi (Parks and Recreation Commission), Marco Lizarraga (Planning Commission), and Carol Miller (Senior Programs volunteer). The City received nine project applications for infrastructure activities with a cumulative funding request of \$570,299 and nine program applications for public service activities with a cumulative funding request of \$104,700.

The Review Panel evaluates the CDBG applications based on a rating and ranking system which was last revised in 2015 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.

Public Infrastructure (Available CDBG Funds \$336,402) - The Review Panel/staff recommend funding for seven of the nine 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, Meeting Room Conversion - \$7,500
- St. John's Retirement Village, Inc., Cooling Towers for PCU and Manors - \$45,302
- Empower Yolo, Capital Project - \$13,600
- City of Woodland, ADA Accessibility Project - \$140,000
- Woodland Host Lions/Scouting Associates, Boy Scout Cabin ADA Ramp - \$35,000
- New Hope Community Development Corp., Cottonwood Meadows Siding/Stairwell - \$45,000
- Friends of the Mission, Walter's House HVAC Replacement - \$50,000

Applications Not Recommended and Funding Request Amount:

- Friends of the Mission, 925 North Street HVAC Replacements - \$34,702
- St. John's Retirement Village, Inc., Roofing Project - \$64,061

Public Services (Available CDBG Funds \$66,092) - The Review Panel/staff recommended funding for eight of the nine 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
- Northern California Children's Therapy Center, Project Hope for Children - \$6,000
- Yolo Wayfarer Center DBA Fourth and Hope, Emergency Shelter Services - \$10,500
- Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - \$6,000
- Yolo Community Care Continuum, New Dimensions Supported Housing - \$9,500
- Elderly Nutrition, Home Delivered Meals to Low Income Seniors - \$9,750
- Empower Yolo, Shelter Services - \$8,342
- Legal Services of Northern California, Fair Housing Services - \$10,000

Applications Not Recommended and Funding Request Amount:

- CommuniCare Health Centers, Health Care for Uninsured Youth & Adults - \$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.

Of the \$66,092 allocated for public service programs, 66.7 percent has been recommended for food and shelter programs: Yolo Wayfarer Center (\$10,500 for Emergency Shelter Services), Yolo Community Care Continuum (\$9,500 for New Dimensions Supported Housing), Short Term Emergency Aid Committee (\$6,000 for Homeless Prevention Program Services), Elderly Nutrition Program (\$9,750 for Home Delivered Meals to Low Income Seniors), and Empower Yolo (\$8,342 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.

Staff Recommendation - Staff is recommending the City Council to approve the CDBG funding allocations recommended by the Review Panel and staff for public service programs and public facility projects outlined in the attached 2016/17 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.

Timeliness Ratio for Expenditure of CDBG Funds - Each year HUD reviews the timeliness ratio for CDBG grantees. A grantee cannot have a balance (ratio) it its line of credit that exceeds 1.5 times its annual entitlement grant and available program income (repaid CDBG loans). The City's timeliness ratio is 1.8 and HUD has placed the City on a one-year probationary period for exceeding the 1.5 ratio. Until this year, the City has maintained a timeliness ratio of 1.5 or less for approximately ten year years.

HUD has directed the City to expend a minimum of \$127,627 in CDBG funds by early August for program/projects and draw down these funds from HUD in order to satisfy the 1.5 ratio requirement. Staff anticipates that the City and its subrecipients will expend at least \$127,627 in CDBG funds by early August. Construction of the City's ADA Accessibility projects (FY 2015/16 and FY 2014/15) will start in July and Friends of the Mission will expend a significant portion of its remaining funding for its FY 2015/16 Affordable Housing Project (interior rehabilitation). In addition, a majority of the remaining public service funds for the current fiscal year, \$24,510, will be spent by the end of June. Staff will be working with other CDBG subrecipients with construction funds to ensure that their projects are not further delayed. The following table details the current CDBG construction projects and the remaining CDBG funds for each project.

Current CDBG Construction Projects

Project	Remaining CDBG Funds
FOM Affordable Housing Rehabilitation (15/16)	\$53,573.00
NHCDC Cottonwood Meadows Re-Roof (15/16)	\$75,655.00
COW ADA Accessibility Program (15/16)	\$135,845.00
COW ADA Accessibility Program (14/15)	\$118,211.07
YCH 1224 Lemen Abatement and Demo (14/15)	\$93,808.00
YCH Site Prep New Ed/Rec/Boxing Fac (13/14)	\$42,718.66
Sac Valley Historic Train Depot (12/13)	\$23,785.28
WCC Digital Media/Motion Graphics (11/12)	\$22,000.00
YCCC Supportive Housing Rehab (09/10)	\$18,775.06
Total	\$584,371.07

Public Contact/Outreach

Information regarding the CDBG program was provided to the public through a Notice of Funding Available (NOFA) published on February 9, 2016 in the Woodland Daily Democrat and posted to the City's website. Emails were sent to applicants and other interested parties on February 5, 2016 and a public meeting was held on February 23, 2016 to explain the City's CDBG application and funding allocation process and obtain citizen input on the City's FY 2016/17 Program. An email was sent on February 23, 2016 to members of the Yolo County Homeless and Poverty Action Coalition (HPAC) to obtain input on the FY 2016/17 Action Plan. A

public meeting to announce the CDBG Review Panel recommendations for the 2016/17 CDBG program year was held on April 28, 2016 and a notice for the meeting was published on April 13, 2016 in the Woodland Daily Democrat.

The draft 2016/17 Annual Action Plan was made available for public review and comments starting on May 18, 2016 and extending through June 17, 2016. In addition, public comments may be submitted at tonight's public hearing. The combined public hearing notice/availability of Draft 2016/17 Annual Action Plan was published in the Daily Democrat newspaper on May 18, 2016 and posted to the City's website. The Draft 2016/17 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 Services 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 21, 2016 City Council Agenda. HPAC members received an email on June 1 with information on the Draft FY 2016/17 Action Plan and June 21, 2016 City Council public hearing on the Action Plan. They were also given an opportunity to comment on the Draft Action Plan.

Conclusion

Staff recommends that the City Council take the following actions.

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2016/17 Community Development Block Grant (CDBG) Action Plan (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2016/17 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C);
3. Direct staff to complete the FY 2016/17 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 2016/17 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 2016/17

Attachment B, FY 2016/17 Action Plan Funding Recommendations

Attachment C, Resolution for FY 2016/17 Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Fiscal Year 2016/17 Annual 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 staff from the Community Services Department.

In FY 2016/17, the City will receive \$440,618 in HUD CDBG Entitlement program funds and have an additional \$50,000 in funds from completed projects available for construction activities. This results in total CDBG resources of \$490,618 for FY 2016/17.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan outlines the City's intent to pursue the overall goals of HUD's community development and planning programs, including the following during Fiscal Year 2016/17.

1. To provide decent and quality housing;
2. To establish and maintain a suitable living environment; and
3. To expand economic revitalization opportunities.

The Action Plan serves the following functions.

1. A planning document for the City, based on a participatory process;
2. An application for federal funds under HUD's formula CDBG grant program;
3. A strategy for administering HUD programs; and
4. An plan that provides a basis for assessing performance.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City's FY 2015/16 Annual Action Plan funded the following infrastructure projects and public service programs.

Infrastructure Projects

1. Yolo Family Service Agency - Reroof, Drought Tolerant Landscaping (Non-housing rehabilitation)
2. City of Woodland - ADA Accessibility Program (ADA accessibility)
3. New Hope Community Development Corporation - Cottonwood Meadows Re-Roof (Housing rehabilitation)
4. Friends of the Mission - Affordable Housing Project (Housing rehabilitation)

Public Service Programs

1. Planned Parenthood Mar Monte - Teen Success (Youth services)
2. CommuniCare Health Centers - Healthcare for Uninsured Youth & Adults (Health services)
3. Northern California Children's Therapy Center - Project Hope for Children (Health services)
4. Yolo Wayfarer Center - Emergency shelter services (Food & shelter)
5. Yolo Community Care Continuum - New Dimensions Supported Housing (Food & shelter)
6. Elderly Nutrition Program - Home delivered meals to low income seniors (Food & shelter)
7. Empower Yolo - Shelter services (Food & shelter)
8. Legal Services of Northern California - Fair housing services (Fair housing)

For the infrastructure projects, construction of the Yolo Family Service Agency project was completed and construction is underway for Friends of the Mission. A construction contract has been awarded for the City of Woodland project and construction will start in July. The New Hope Community Development Corporation project will be bid out this spring/summer. All of the public service programs are underway or completed. Most of the FY 2015/16 CDBG activities are high priorities in the City Consolidated Plan. Overall, the City has been successful in carrying out Consolidated Plan high priorities in a timely manner and will continue the focus on Consolidated Plan high priorities for the FY 2016/17 Action Plan.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

UPDATE ONCE COMMENT PERIOD CLOSES

Outreach efforts for the Action Plan included (1) emailing a notice of funding availability (and schedule for FY 2016/17 Action Plan schedule, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, and priority rankings from Woodland's 2015-19 Consolidated Plan) on February 5, 2016 to current and previous CDBG subrecipients and other interested parties (a total of 25 nonprofits, government agencies, and other parties); (2) posting the NOFA and other attachments from the February 5 email on the City's website; (3) noticing a February 23 workshop/public meeting for prospective applicants and the general public in the February edition of the Woodland Daily Democrat newspaper; (4) holding the February 23 workshop/public meeting at the Woodland Community and Senior Center (2001 East Street); (5) emailing members of the local continuum of care (Yolo County Homeless and Poverty Action Coalition or HPAC) on February 23 to seek comments on the FY 2016/17 Action Plan; (6) emailing the FY 2016/17 CDBG applicants on April 8, 2016 to provide the funding recommendations from the City's CDBG Review Panel and notify applicants of an April 28 public meeting to obtain comments on the applications submitted and the review panel's recommendations; (7) noticing the April 28 public meeting in the April 13 edition of the Daily Democrat in Spanish and English; (8) holding the April 28 public meeting at the Woodland Community and Senior Center; (9) noticing the availability of the draft FY 2016/17 Action Plan and the City Council's June 21 public hearing on the Action Plan in the May 18, 2016 edition of the Daily Democrat; (10) posting the draft FY 2016/17 Action Plan to the City's website; (11) emailing members of the local continuum of care (HPAC) on the availability of the draft FY 2016/17 Action Plan and the City Council's June 21 public hearing on the Action Plan; and (12) holding a June 21 public hearing before the City Council to receive comments on the draft FY 2016/17 Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

UPDATE ONCE COMMENT PERIOD CLOSES

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable - the City did not decline comments or views submitted during the Annual Action Plan process.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Dan Sokolow, Senior Planner
Community Services Department
City of Woodland
2001 East Street
Woodland, CA 95776
(530) 661-5927
dan.sokolow@cityofwoodland.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Goals from the City's FY 2015-19 Consolidated Plan include the following.

Housing

- Develop at least 75 multifamily and/or single family affordable housing units over the next five years.
- Continue to annually monitor the inventory of affordable multifamily rental units/apartments and senior designated housing units.
- Partner with for-profit and non-profit housing developers for the development and/or rehabilitation of affordable housing by exploring various funding mechanisms in order to increase and maintain the number of affordable units and reduce the number of owner and renter households who reside in substandard housing.
- Rehabilitate 5 units over the next 5 years in order to reduce the number of substandard housing units, thereby increasing the viability of the housing stock and improving the quality of residential neighborhoods.
- Assist approximately 500 Woodland households with discrimination allegations, dispute, counseling and education and outreach over the next 5 years in order to reduce fair housing discrimination and improve landlords' and owners' understanding of their fair housing obligations.

Homelessness

- Ensure that homeless programs are effectively operated, new programs are added to meet gaps in services, and continue to partner in Homeless Coordination Project.
- Continue to fund agencies that provide emergency housing assistance and support services to assist the homeless and person threatened with homelessness. Assist approximately 1,000 Woodland residents over the next 5 years in an effort to reduce the number of unsheltered homeless.

Other Community Development Needs

- Complete five public improvement projects over the next five years to remove architectural barriers and improve access to public facilities in the City for mobility-impaired individuals.
- Construct or rehabilitate a minimum of two public facilities providing youth services during the next 5 years to benefit low- and moderate-income residents and prevent crime and substance abuse among youth.

Public Services

- Provide emergency food, shelter and mental health services to over 5,000 homeless individuals or those "at-risk" of homelessness over the next 5 years in an effort to address the reason for homelessness and reduce the number of unsheltered homeless.
- Continue to support youth programs with the assistance of local agencies to primarily benefit 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. Assist approximately 50 Woodland residents annually over the next 5 years.
- Continue to support health services with the assistance of local agencies to primarily benefit very low-, low-, and moderate-income individuals and families, and special needs populations

such as victims of domestic violence, the homeless and mentally ill. Assist approximately 300 Woodland residents annually over the next 5 years to improve the quality of life for low- and moderate-income persons with added health programs or services that would otherwise be unavailable.

- Partner with local agencies through participation on the Workforce Investment Board to provide job training or other employment-like services to assist low- and moderate-income individuals in obtaining a new job.
- Establish a Neighborhood Revitalization Area if found to be feasible in order to improve the quality of life in a low- and moderate income neighborhood in a strategic collaborative effort.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The following goals are from the City's 2015-19 Consolidated Plan.

- Partner with for-profit and non-profit housing developers for the development and/or rehabilitation of affordable housing by exploring various funding mechanisms in order to increase and maintain the number of affordable units and reduce the number of owner and renter households who reside in substandard housing.
- Ensure that homeless programs are effectively operated, new programs are added to meet gaps in services, and continue to partner in Homeless Coordination Project. The participants in the Project consist of the Countywide Homeless Coordinator, Yolo County, and the Yolo County cities of Davis, Winters, West Sacramento, and Woodland.
- Continue to fund agencies that provide emergency housing assistance and support services to assist the homeless and person threatened with homelessness. Assist approximately 1,000 Woodland residents over the next 5 years in an effort to reduce the number of unsheltered homeless. Continue to support youth programs with the assistance of local agencies to primarily benefit 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. Assist approximately 50 Woodland residents annually over the next 5 years.
- Continue to support health services with the assistance of local agencies to primarily benefit very low-, low-, and moderate-income individuals and families, and special needs populations such as victims of domestic violence, the homeless and mentally ill. Assist approximately 300 Woodland residents annually over the next 5 years to improve the quality of life for low- and moderate-income persons with added health programs or services that would otherwise be unavailable.
- Partner with local agencies through participation on the Workforce Investment Board to provide job training or other employment-like services to assist low- and moderate-income individuals in obtaining a new job.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Woodland is a member of the local Continuum of Care, Yolo County Homeless and Poverty Action Coalition (or HPAC), and participates in HPAC meetings or other meetings convened by HPAC members to discuss and seek solutions for homeless issues. The City in partnership with Woodland-based nonprofit Fourth & Hope (formerly known as the Yolo Wayfarer Center) applies for Federal Continuum of Care (CoC) grant funds on an annual basis. The scope and purpose of the grant applications submitted by the City are coordinated with Fourth & Hope and reviewed/approved by HPAC. HUD has awarded the City CoC funds to provide housing and services and for chronically homeless individuals and families.

The Woodland City Council on April 19, 2016 approved a general fund appropriation to (a) start a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The City will contract with Fourth & Hope (Yolo Wayfarer) for homeless outreach. Fourth & Hope is a member of the local continuum of care (HPAC). The City Council also directed the City Manager to include general fund funding in the FY 2016/17 budget to cover the City's of initiating a "Housing First" pilot project, in collaboration with Yolo County and other partner agencies to assist in placing unsheltered homeless individuals into permanent housing. These actions support the homeless goals of the City's CDBG Consolidated Plan.

The City participates in the Countywide Homeless Coordination Project with Yolo County and the other cities located in Yolo County. (All cities in the county and Yolo County are members of the local Continuum of Care, HPAC.) This effort funds a countywide homeless program coordinator and the cold weather shelter (Yolo Wayfarer Center) located in Woodland. The City's annual contribution to the project is \$20,000 and the City funds this through the use of affordable housing monitoring fees and a payment in lieu of taxes that it receives from an affordable housing project.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Woodland is a member of the local Continuum of Care, Yolo County Homeless and Poverty Action Coalition (or HPAC), and participates in HPAC meetings or other meetings convened by HPAC members to discuss and seek solutions for homeless issues. The City takes part in HPAC discussions on prioritizing ESG funding and how HPAC will handle changes to the ESG funding process administered through the State of California's Department of Housing and Community Development and the amount of funds available for our HPAC funding region. The City does not provide direct services to the homeless and therefore does not report data in HMIS. However, multiple HPAC members use HMIS and HPAC continues to have discussions on enhancing reporting and being able to access HMIS from other agencies in order to more efficiently deliver services to the homeless.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Yolo County Health and Human Services Agency
	Agency/Group/Organization Type	Services-Health Services-Employment Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Yolo County (Health and Human Services Agency) approached the City of Woodland about working on a joint effort to address the services and housing needs of the chronically homeless in Woodland. The City and Yolo County will be partnering on a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The two entities will also partner on a Housing First pilot project to assist placing unsheltered homeless individuals into permanent housing.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Yolo County Homeless and Poverty Action Coalition	The following Strategic Plan goals overlap with the goals of the Continuum of Care: 1) 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. 2) The City will work to develop or rehabilitate 100 affordable housing units over the next five years. 3) 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. 4) Assist approximately 1,000 Woodland residents during the five years of the Plan (by continuing to fund agencies that provide emergency housing assistance and support services to assist the homeless and persons threatened with homelessness). 5) 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.
City of Woodland Housing Element	City of Woodland	The following Strategic Plan goals overlap with the goals of the 2013- 2021 Housing Element for the City of Woodland: 1) 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. 2) 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. 3) The City will work to develop or rehabilitate 100 affordable housing units over the next five years. 4) Rehabilitate 5 units over the next five years (for owner-occupied units) .5) Assist approximately 500 Woodland households with discrimination allegations, dispute, counseling and education and outreach during the five years of the Plan. 6) 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. 7) Assist approximately 1,000 Woodland residents during the five years of the Plan (by funding agencies that provide emergency housing assistance and support services to assist the homeless and persons threatened with homelessness).

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Ten-Year Plan to End Homelessness	Ten-Year Plan Commission (Yolo County and cities of county)	The following Strategic Plan goals overlap with the goals of the Ten-Year Plan to End Homelessness (in Yolo County): 1) 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. 2) The City will work to develop or rehabilitate 100 affordable housing units over the next five years. 3) 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. 4) Assist approximately 1,000 Woodland residents during the five years of the Plan (by continuing to fund agencies that provide emergency housing assistance and support services to assist the homeless and persons threatened with homelessness). 5) 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 (by continuing to fund agencies that provide assistance to the homeless population). 6) Participate on the Workforce Investment Board (WIB) (in order to 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).

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

UPDATE ONCE PUBLIC COMMENT PERIOD CLOSES

Information regarding the CDBG program was provided to the public through a Notice of Funding Available (NOFA) published on February 9, 2016 in the Woodland Daily Democrat and posted to the City's website. Emails were sent to applicants and other interested parties on February 5, 2016 and a public meeting was held on February 23, 2016 to explain the City's CDBG application and funding allocation process and obtain citizen input on the City's FY 2016/17 Program. An email was sent on February 23, 2016 to members of the Yolo County Homeless and Poverty Action Coalition (HPAC) to obtain input on the FY 2016/17 Action Plan. A public meeting to announce the CDBG Review Panel recommendations for the 2016/17 CDBG program year was held on April 28, 2016 and a notice for the meeting was published on April 13, 2016 in the Woodland Daily Democrat.

The draft 2016/17 Annual Action Plan was made available for public review and comments starting on May 18, 2016 and extending through June 17, 2016. In addition, public comments may be submitted at tonight's public hearing. The combined public hearing notice/availability of Draft 2016/17 Annual Action Plan was published in the Daily Democrat newspaper on May 18, 2016 and posted to the City's website. The Draft 2016/17 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 21, 2016 City Council Agenda. HPAC members received an email on June 1 with information on the Draft FY 2016/17 Action Plan and June 21, 2016 City Council public hearing on the Action Plan. They were also given an opportunity to comment on the Draft Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community Potential CDBG Subrecipients	A notice of funding availability/application workshop/public meeting was advertised in the Woodland Daily Democrat newspaper on February 9, 2016 and the notice included staff contact information for the CDBG program.	Comments were not received based on the notice, but a number of potential CDBG subrecipients contacted the City for additional information on the CDBG application process.	Not applicable - comments were not received in response to the notice.	http://cityofwoodland.org/civicax/filebank/blobdload.aspx?blobid=16002

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community Potential CDBG subrecipients	A public meeting/application workshop was held on February 23, 2016 at the Woodland Community and Senior Center (2001 East Street, Woodland, CA 95776) to discuss the FY 2016/17 CDBG application and scoring criteria and provide the public with an opportunity to comment on the FY 2016/17 CDBG Program.	A total of ten persons attended the public meeting/application workshop. The attendees asked questions about the CDBG application process, City's funding priorities for the CDBG program, and labor standards requirements for construction projects.	Not applicable - all comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Local Continuum of Care	An email was sent out to the Yolo County Homeless and Poverty Action Coalition (HPAC) on February 23, 2016 to obtain input on the FY 2016/17 CDBG Action Plan.	HPAC members did not submit comments.	Not applicable - comments were not submitted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Non-targeted/broad community	A public meeting notice was advertised in the Woodland Daily Democrat newspaper on April 13, 2016 to announce a an April 28, 2016 public meeting to review CDBG applications submitted, review funding recommendations of the City's CDBG Review Panel, and obtain City input on the City's CDBG program.	City staff received phone calls and emails from organizations recommended for CDBG funding.	Not applicable - all comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-targeted/broad community	Two persons attended a public meeting held on April 28, 2016 at the Woodland Community and Senior Center to review CDBG applications, announce funding recommendations from the City's CDBG Review Panel, and obtain public input on the CDBG program.	The attendees asked questions about the next steps in the CDBG process.	Not applicable - all comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A public hearing notice was advertised in the May 18, 2016 Woodland Daily Democrat newspaper to notice the June 21, 2016 public hearing for the FY 2016/17 CDBG Action Plan that will be held at a City Council meeting and announce the availability of the draft Action Plan for public comment during the period of May 18 - June 17, 2016.	UPDATE ONCE PUBLIC COMMENT PERIOD CLOSES Annual Action Plan 2016	UPDATE ONCE PUBLIC COMMENT PERIOD CLOSES	http://www.cityofwoodland.org/civicax/filebank/blobload.aspx?blobid=16418 18

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Internet Outreach	Local Continuum of Care	An email was sent out to the Yolo County Homeless and Poverty Action Coalition on June 1, 2016 to obtain comments on the draft FY 2016/17 CDBG Action Plan.	UPDATE ONCE PUBLIC COMMENT PERIOD CLOSES	UPDATE ONCE PUBLIC COMMENT PERIOD CLOSES	
8	Public Hearing	Non-targeted/broad community	A public hearing on the FY 2016/17 CDBG Action Plan was held before the Woodland City Council on June 21, 2016.	UPDATE AFTER THE PUBLIC HEARING HAS BEEN HELD	UPDATE AFTER THE PUBLIC HEARING HAS BEEN HELD	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

For FY 2016/17, a total of \$470,618 in CDBG funds (entitlement allocation of \$440,618 + \$30,000 in funds from prior years available for re-programming on infrastructure projects) will be available for infrastructure projects and public services programs. These funds will be leveraged with approximately AMOUNT in non-federal funds.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	440,618	0	50,000	490,618	1,308,768	The City's FY 2016/17 allocation is \$440,618 and the City is also using \$50,000 in available funds from prior year projects that have been completed and did not fully expend their grant amounts. The \$50,000 is being re-programmed for construction activities.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Continuum of Care	public - federal	Housing	248,513	0	0	248,513	720,000	In March the City received notification that its six Tier 1 grant applications for the Fiscal Year 2015 Continuum of Care Program Competition (funding year 2016/17) have been awarded funds by the U.S. Department of Housing and Urban Development (HUD). The City and nonprofit Fourth & Hope partnered to submit six Tier 1 applications for renewal projects: Reallocation from Transitional Housing to Permanent Supportive Housing (PSH) (\$149,855 award), PSH (2010) for Chronically Homeless Families (\$24,880 award), PSH for Chronically Homeless Individuals (\$24,700 award), Reallocation Project (2012) to Service Chronically Homeless Families (\$15,398 award), Reallocation Project (2013) PSH (\$24,181 award), and Reallocation Project (2014) PSH (\$9,499 award). The City submitted a seventh project, Bonus Project PSH (\$78,761 grant request). The project is in the Tier 2 category and decisions on these submittals will be made by HUD in May.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
General Fund	public - local	Public Improvements						The City Hall complex in downtown Woodland includes a 6,000 square foot building which is know as the "City Hall Annex" and is located at 520 Court Street. The building also includes a 6,000 square foot basement. The building has been vacant since approximately 2012 when the City's Community Development Department relocated to the City Hall building at 300 First Street. The Woodland City Council on December 2, 2014 approved a resolution authorizing the City Manager to execute a lease agreement (in the amount of \$1/year) with the Woodland Opera House for use of the Annex building for theatre and dance programming. In addition, the City Council approved a budget adjustment allocating up to \$475,000 in Measure E (local sales tax measure) funding toward building improvement costs in support of the Woodland Opera House's resuse of the Annex for theatre and dance educational programming. The City's 2015-19 Consolidated Plan lists youth services and parks/recreational facilities as high priorities. The remodeling of the Annex for youth theatre and dance programming will support Consolidated Plan high priorities. Construction of the necessary

Annual Action Plan
2016

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG funds used for FY 2016/17 will be leveraged with approximately \$730,802 in non-federal funds for the following infrastructure projects and public services programs.

Infrastructure Projects:

Empower Yolo's Capital Project - \$1,000

Friends of the Mission's Walter's House HVAC Replacement - \$12,622

Public Services Programs:

Planned Parenthood Mar Monte's Teen Success - \$25,818

Northern California Children's Therapy Center's Project HOPE - \$179,000

Yolo Wayfarer Center's Emergency Shelter Services - \$199,000

Yolo Community Care Continuum's New Dimensions Supported Housing - \$44,812

Short Term Emergency Committee's Woodland Homeless Prevention Program - \$9,600

Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors - \$106,357

Empower Yolo's Shelter Services - \$152,593

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City Hall complex in downtown Woodland includes a 6,000 square foot building which is know as the "City Hall Annex" and is located at 520 Court Street. The building also includes a 6,000 square foot basement. The building has been vacant since approximately 2012 when the City's

Community Development Department relocated to the City Hall building at 300 First Street. The Woodland City Council on December 2, 2014 approved a resolution authorizing the City Manager to execute a lease agreement (in the amount of \$1/year) with the Woodland Opera House for use of the Annex building for theatre and dance programming. In addition, the City Council approved a budget adjustment allocating up to \$475,000 in Measure E (local sales tax measure) funding toward building improvement costs in support of the Woodland Opera House's reuse of the Annex for theatre and dance educational programming. The City's 2015-19 Consolidated Plan lists youth services and parks/recreational facilities as high priorities. The remodeling of the Annex for youth theatre and dance programming will support Consolidated Plan high priorities. Construction of the necessary improvements at the Annex began in approximately February 2016.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	ADA Public Improvement Projects	2015	2019	Non-Housing Community Development		Public Facilities & Improvements (includes ADA)	CDBG: \$175,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
2	Health & Youth Services Public Facility Projects	2015	2019	Non-Housing Community Development		Public Facilities & Improvements (includes ADA)	CDBG: \$52,802	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 439 Persons Assisted
3	Develop or Rehabilitate Affordable Units	2015	2019	Affordable Housing		Public Facilities & Improvements (includes ADA)	CDBG: \$95,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 547 Households Assisted
4	Assist Homeless & Persons At Risk	2015	2019	Homeless			CDBG: \$13,600	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Public Services - Emergency Food & Shelter	2015	2019	Homeless		Public Services - Emergency Food & Shelter	CDBG: \$44,092	Public service activities other than Low/Moderate Income Housing Benefit: 130 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 121 Households Assisted Homeless Person Overnight Shelter: 385 Persons Assisted
6	Public Services - Youth Programs	2015	2019	Non-Homeless Special Needs		Public Services - Youth Services	CDBG: \$6,000	Public service activities other than Low/Moderate Income Housing Benefit: 24 Persons Assisted
7	Public Services - Health Services	2015	2019	Non-Homeless & Homeless Health Services		Health Services	CDBG: \$6,000	Public service activities other than Low/Moderate Income Housing Benefit: 15 Persons Assisted
8	Fair Housing Services	2015	2019	Fair Housing Services		Fair Housing Services	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	ADA Public Improvement Projects
	Goal Description	Woodland's ADA Accessibility Project (\$140,000 in CDBG funds) will construct ADA complaint ramps, sidewalks, and driveways at locations on the City's ADA Priority Route (Leisureville/Gibson Road, Brannigan Avenue/Ogden Street). 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 of Woodland as they connect government, medical, and other high use institutions/facilities. Woodland Host Lions' (Scouting Associates) Boy Scout Cabin ADA Ramp Project (\$35,000 in CDBG funds) will construct a concrete ADA ramp to the west side of the Woodland Boy Scout Cabin. This ramp will run from the sidewalk near the west end of the Boy Scout Cabin property to the southwest end of the building for access to the building and also to the back yard area. A new door and awning will be added to an existing widow location to accomodate ADA access into the building.
2	Goal Name	Health & Youth Services Public Facility Projects
	Goal Description	Yolo Family Service Agency's (YFSA) Project (\$7,500 in CDBG funds) will convert its existing meeting/conference room into three separate private therapy rooms. YFSA provides preventive mental health services to children, youth, families, couples, and individuals. The additional therapy rooms will help YFSA meet the needs of its referring contractors and insurance panels. The primary benefit to the general community will include a timely appointment with one of YFSA's clinicians, reducing the possibility of being placed on a wait list, and quicker intervention for school age youth to address psycho-social needs that prevent successful academic development and growth. Currently, YFSA has a waiting list of 47 clients requesting services that are low to very low-income, between the ages of 3 to 17. St. John's Retirement Village's Cooling Towers for PCU and Manors Project (\$45,302 in CDBG funds) will replace one of two existing cooling towers used to provide environmentally responsible water treatment solutions by taking rejected heat from the atmosphere such as in pollution and heat waste, and turning it into clear air and energy. St. John's is non-profit, multi-level, wellness-focused community that provides four levels of care for approximately 160 seniors including independent assisted living, personal care, memory support, and skilled nursing.

3	Goal Name	Develop or Rehabilitate Affordable Units
	Goal Description	Friends of the Mission's Walter's House HVAC Replacement Project (\$50,000 in CDBG funds) will replace the existing HVAC unit with one that is more energy efficient and reliable. Walter's House operates a 44-bed transitional housing facility, serving very low-income homeless women and men in the Woodland community. On an annual basis Walter's House serves more than 500 homeless persons in its substance abuse treatment program. New Hope Community Development Corporation's (NHCDC) Cottonwood Meadows Stairwell/Siding Dry-rot Improvements Phase I (\$45,00 in CDBG funds) will remove, repair, and replace dry-rotted framing at all eight stairwells and all new wood siding facing the western exposure. The replacement siding and trim will be of a "cement-fiber" type. All new wood and trim will be repainted. Cottonwood Meadows is an apartment complex serving low to very low income senior and senior disabled residents.
4	Goal Name	Assist Homeless & Persons At Risk
	Goal Description	Empower Yolo's Capital Project (\$13,600 in CDBG funds) would result in the replacement of a heat pump outdoor units that serves the upstairs section of their building at 175 Walnut Street. CDBG funds will be used also to remove the roof tile and install new underlayment felt, 1 x 2 batts, and matching "S" tile. Empower Yolo brings a safety net of quality services for families and children many of which are some of the poorest in Yolo County. Many of these services include providing emergency food and shelter, teen activities, children's programs, and rapid rehousing for the homeless.

5	Goal Name	Public Services - Emergency Food & Shelter
	Goal Description	Yolo Community Care Continuum's New Dimensions Supported Housing (\$9,500 in CDBG funds) provides 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 resident at YCCC's facilities located at 139 and 141 Elliot Street and 166 College Street. Sevices include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents. Yolo Wayfarer Center's Emergency Shelter (\$10,500 in CDBG funds) offers dormitory style shelter for up to 73 individuals 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 10 days, guests are required to make progress on their personal development plan. This includes classes in life skills, health, employment, and housing readiness. Elderly Nutrition Program's Home Delivered Meals to Low Income Senior Citizens (\$9,750 in CDBG funds) provides 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 being checked on regularly. Empower Yolo's Shelter Services (\$8,342 in CDBG funds) provides emergency food and shelter for the homeless, who are 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 to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. Short Term Emergency Aid Committee's Woodland Homeless Prevention Program (\$6,000 in CDBG funds) provides emergency cash assistance for (1) overdue rent in order to prevent evictions for low-income Woodland residents and (2) first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.

6	Goal Name	Public Services - Youth Programs
	Goal Description	Planned Parenthood Mar Monte's Teen Success (\$6,000 in CDBG funds) 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 other partners and children.
7	Goal Name	Public Services - Health Services
	Goal Description	Northern California Children's Therapy Center's Project Hope for Children (\$6,000 in CDBG funds) is a unique and specially developed program that provides health care access for special needs children through the 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.
8	Goal Name	Fair Housing Services
	Goal Description	Legal Services of Northern California's Fair Housing Hotline Project (\$10,000 in CDBG funds) provides free information and advice on fair housing issues, case intake and complaint processing, and investigation of alleged fair housing violations. In addition, Legal Services holds a fair housing conference annually in April open to tenants and landlords.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

Yolo Community Care Continuum's New Dimensions Supported Housing (\$9,500 in CDBG funds), 26 extremely low-income persons will be provided with affordable housing.

AP-35 Projects – 91.220(d)

Introduction

The City's Action Plan will fund construction projects and program activities for the Woodland's community's low- and moderate-income residents. The projects improve infrastructure to increase capacity or repair/replace infrastructure to meet current standards and they include Yolo Family Service Agency's (YFSA) Meeting Room Conversion, St. John's Retirement Village's Cooling Towers for PCU and Manors, Empower Yolo's Capital Project (roof repair and HVAC replacement), City of Woodland's ADA Accessibility Program, Woodland Host Lion's Boy Scout Cabin ADA Ramp, New Hope Community Development Corporation's Cottonwood Meadows Stairwell/Siding, and Friends of the Mission's Walter's House HVAC Replacement. YFSA provides counseling services for low income families; St. John's provides four levels of care including independent assisted living, personal care, memory support, skilled nursing for 160 seniors; Empower Yolo provides the only emergency shelter in Yolo County specifically for victims of domestic violence, sexual assault, stalking, and trafficking; Cottonwood Meadows is an apartment complex serving low to very low income senior and senior disabled residents; and Walter's House is a 44-bed transitional housing facility serving homeless women and men.

Program activities that benefit low- and moderate-income individuals and households will be available on a citywide basis to income-eligible households and they include Planned Parenthood Mar Monte's Teen Success (teen pregnancy prevention program to assist teen mothers and pregnant teens and focused on helping participants maintain their family size and graduate from high school), Northern California Children's Therapy Center (health care access for special needs children through early intervention), Yolo Wayfarer Center's Emergency Shelter Services (emergency shelter services), Yolo Community Care Continuum's New Dimensions Supported Housing (housing/supportive services for adults with mental illness), Short Term Emergency Aid Committee's Woodland Homeless Prevention Program (eviction prevention for low income residents), Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors (home delivered meals to low income seniors), Empower Yolo's Shelter Services (emergency shelter for victims of domestic violence, sexual assault, stalking, and trafficking), and Legal Services of Northern California's Fair Housing Services (fair housing services).

#	Project Name
1	Yolo Family Service Agency Meeting Room Conversion
2	St. John's Retirement Village's Cooling Towers for PCU and Manors
3	Empower Yolo Capital Project
4	City of Woodland ADA Accessibility Program
5	Woodland Host Lions Boy Scout Cabin ADA Ramp
6	New Hope Community Development Corporation's Cottonwood Meadows Stairwell/Siding
7	Friends of the Mission's Walter's House HVAC Replacement
8	Planned Parenthood Mar Monte's Teen Success
9	Northern California Children's Therapy Center's Project Hope
10	Yolo Wayfarer Center's Emergency Shelter Services
11	Yolo Community Care Continuum's New Dimensions Supported Housing
12	Short Term Emergency Aid Committee's Woodland Homeless Prevention Program
13	Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors

#	Project Name
14	Empower Yolo Shelter Services
15	Legal Services of Northern California's Fair Housing Services

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Infrastructure:

Yolo Family Service Agency's Meeting Room Conversion - Mental health services is a Consolidated Plan high priority and this project converts an existing meeting room into three therapy rooms.

St. John's Cooling Towers - Health services is a Consolidated Plan high priority and this project would provide environmentally responsible water treatment by taking rejected heat from the atmosphere such as pollution and heat waste, and converting these substances into clean air and energy.

Empower Yolo's Capital Project - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this project will repair the roof and replace a heat pump.

City of Woodland's ADA Accessibility - ADA improvements are a Consolidated Plan high priority and this project will construct ADA compliant curb ramps, sidewalks, and driveways.

Woodland Host Lions' Boy Scout Cabin ADA Ramp - ADA improvements are a Consolidated Plan high priority and this project will provide ADA access to the Boy Scout Cabin.

New Hope Community Development Corporation's Cottonwood Meadows Stairwell/Siding - Multi-unit residential rehabilitation is a Consolidated Plan medium priority and this project will provide for the replacement of dry-rotted framing and wood siding.

Friends of the Mission's Walter's House HVAC Replacement - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and the project will replace an HVAC unit.

Programs:

Planned Parenthood Mar Monte's Teen Success - Youth services is a Consolidated Plan high priority and this program builds capacity in teenage mothers/pregnant teenagers so they can realize their goals and become responsible parents and adults.

Northern California Children's Therapy Center's Project HOPE - Health services is a City's Consolidated high priority and this program provides early intervention for young children at risk.

Yolo Wayfarer Center's Emergency Shelter Services - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this program provides emergency shelter.

Yolo Community Care Continuum's New Dimensions Supported Housing - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this program provides housing for adults with mental illness.

Short Term Emergency Committee's Woodland Homeless Prevention Program - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this program helps low income residents from being evicted.

Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this program will provide daily hot meals for low income seniors.

Empower Yolo's Shelter Services - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and CDBG funds will support the operation of an emergency shelter.

Legal Services of Northern California's Fair Housing Services - Fair housing activities are a Consolidated Plan high priority and this program provides resources and referral for individual and families that may be experiencing fair housing issues.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	Yolo Family Service Agency Meeting Room Conversion
	Target Area	
	Goals Supported	Health & Youth Services Public Facility Projects
	Needs Addressed	Health Services
	Funding	CDBG: \$7,500
	Description	YFSA provides mental health services (counseling) to children, youth, families, couples, and individuals. The project will convert a current meeting room into three separate private therapy rooms. The additional therapy rooms will reduce the possibility of clients being placed on a waiting list and provide for quicker intervention for school age youth to address psycho-social needs that prevent successful academic development and growth. Currently, YFSA has a waiting list of 47 clients requesting services for low to very low income individuals between the ages of 3 to 17.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The Yolo Family Service Agency serves an estimated 279 clients each year. It is estimated that 122 beneficiaries are low income and 157 beneficiaries are very low income.
	Location Description	The address of the Yolo Family Service Agency is 455 First Street, Woodland, CA 95695.

	Planned Activities	The project will convert a current meeting room into three separate private therapy rooms. The additional therapy rooms will reduce the possibility of clients being placed on a waiting list and provide for quicker intervention for school age youth to address psycho-social needs that prevent successful academic development and growth. Currently, YFSA has a waiting list of 47 clients requesting services for low to very low income individuals between the ages of 3 to 17.
2	Project Name	St. John's Retirement Village's Cooling Towers for PCU and Manors
	Target Area	
	Goals Supported	Health & Youth Services Public Facility Projects
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$45,302
	Description	St. John's is a nonprofit that provides four levels of care including independent living, personal care, memory support, and skilled nursing for 160 senior citizens. The proposed project would replace one of two existing cooling towers. The cooling towers provide environmentally responsible water treatment solutions by taking the rejected heat from the atmosphere such pollution and heat waste, and convert the substances into clean air and energy.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	The St. John's Retirement Village has 160 residents. Of the 160 beneficiaries, it is estimated that 112 are moderate income, 32 are low income, and 16 are very low income.
	Location Description	St. John's is located at 135 Woodland Avenue, Woodland, CA 95695.

	Planned Activities	The proposed project would replace one of two existing cooling towers. The cooling towers provide environmentally responsible water treatment solutions by taking the rejected heat from the atmosphere such pollution and heat waste, and convert the substances into clean air and energy. The water being used in the cooling towers is recycled and reused. The cooling towers system eliminates chemicals that could be discharged into the City's wastewater sytem.
3	Project Name	Empower Yolo Capital Project
	Target Area	
	Goals Supported	Assist Homeless & Persons At Risk
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$13,600
	Description	Empower Yolo operates the only emergency shelter in Yolo County that specifically serves victims of domestic violence, sexual assault, stalking, and trafficking. The shelter provides a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. The project will repair a leaking roof and replace a two-ton heat pump used at Empower Yolo's administrative office in Woodland.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that at least 200 persons will benefit from the project and they are moderate to low income.
	Location Description	Empower Yolo's administrative office is located at 175 Walnut Street, Woodland, CA 95695.

	Planned Activities	Empower Yolo operates the only emergency shelter in Yolo County that specifically serves victims of domestic violence, sexual assault, stalking, and trafficking. The shelter provides a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. The project will repair a leaking roof and replace a two-ton heat pump used at Empower Yolo's administrative office in Woodland. Empower Yolo shares the office building with its affiliate Center for Families. Empower Yolo and Center for Families provide emergency food and shelter, teen activities, children's programs, and rapid re-housing for the homeless.
4	Project Name	City of Woodland ADA Accessibility Program
	Target Area	
	Goals Supported	ADA Public Improvement Projects
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$140,000
	Description	The project will result in the construction of ADA compliant curb ramps, sidewalks, and driveways. These improvements will be in various locations that are 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 the primary YoloBus routes through the City as they connect government, medical, and other institutions/facilities.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 225 persons will benefit from the project. While ADA projects are presumed benefit for low-moderate income persons, it is unknown how many of the beneficiaries will be low-moderate income persons.
	Location Description	The locations for the ADA improvements include locations on the City's ADA Priority Route, Leisureville/Gibson Road, and Branigan Avenue/Ogden Street.

	Planned Activities	The project will result in the construction of ADA compliant curb ramps, sidewalks, and driveways. These improvements will be in various locations that are 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 the primary YoloBus routes through the City as they connect government, medical, and other institutions/facilities.
5	Project Name	Woodland Host Lions Boy Scout Cabin ADA Ramp
	Target Area	
	Goals Supported	ADA Public Improvement Projects
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$35,000
	Description	The project will result in the construction of a concrete ADA ramp to the west side of the Boy Scout Cabin. The ramp will run from the sidewalk near the west end of the property/building to the southwest end of the building to access the building and then north towards the property's backyard area. An existing window area will be removed to accommodate a door for ADA access into the building.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 persons on an annual basis will benefit from the ADA improvements. While ADA projects are presumed benefit for low-moderate income persons, it is unknown how many of the beneficiaries will be low-moderate income persons.
	Location Description	The Boy Scout Cabin is located at 515 Lincoln Avenue, Woodland, CA 95695.
	Planned Activities	The project will result in the construction of a concrete ADA ramp to the west side of the Boy Scout Cabin. The ramp will run from the sidewalk near the west end of the property/building to the southwest end of the building to access the building and then north towards the property's backyard area. An existing window area will be removed to accommodate a door for ADA access into the building.
6	Project Name	New Hope Community Development Corporation's Cottonwood Meadows Stairwell/Siding

	Target Area	
	Goals Supported	Develop or Rehabilitate Affordable Units
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$45,000
	Description	Cottonwood Meadows, a 47-unit apartment complex, provides affordable housing to senior citizen households. The project will include the removal, repair, and replacement of dry-rotted framing at the eight stairwells and all wood siding facing the western exposure of the Cottonwood Meadows apartment complex. The replacement siding and trim will be of a "cement-fiber" type. All new wood and trim will be painted.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	A total of 46 senior citizen households will benefit from the proposed housing rehabilitation project. This consists of 40 very low income and 6 low income households.
	Location Description	Cottonwood Meadows is located at 120 North Cottonwood Street, Woodland, CA 95695.
	Planned Activities	The project will include the removal, repair, and replacement of dry-rotted framing at the eight stairwells and all wood siding facing the western exposure of the Cottonwood Meadows apartment complex. The replacement siding and trim will be of a "cement-fiber" type. All new wood and trim will be painted.
7	Project Name	Friends of the Mission's Walter's House HVAC Replacement
	Target Area	
	Goals Supported	Develop or Rehabilitate Affordable Units Assist Homeless & Persons At Risk
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$50,000

	Description	Walter's House is 44-bed residential substance abuse treatment program for homeless men and women. Annually, Walter's House serves more than 500 individuals. Many of the clients at Walter's House take psychiatric medications that have possible side effects with exposure to heat. As a result, the site needs to be temperature controlled or risk having a negative effect on the clients of Walter's House. The proposed project would replace an unreliable HVAC unit with one that is reliable and energy efficient.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activities will benefit an estimated 500 homeless individuals each year.
	Location Description	Walter's House is located at 285 Fourth Street, Woodland, CA 95695.
	Planned Activities	The proposed project would replace an unreliable HVAC unit with one that is reliable and energy efficient.
8	Project Name	Planned Parenthood Mar Monte's Teen Success
	Target Area	
	Goals Supported	Public Services - Youth Programs
	Needs Addressed	Public Services - Youth Services
	Funding	CDBG: \$6,000
	Description	Planned Parenthood Mar Monte's (PPMM) Teen Success program builds capacity in teenage mothers/pregnant teenagers so they can realize their goals and become responsible parents and adults. Teen Success is a specialized program of PPMM designed for pregnant and parenting teen mothers, ages 12 to 19, and their offspring. Teen Success 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 parents and children.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	A total of 12 families consisting of 12 teen mothers and their sons/daughters will benefit from Teen Success.
	Location Description	The program is located at the offices of the non-profit organization Empower Yolo - 175 Walnut Street, Woodland, CA 95695.
	Planned Activities	Teen Success is a specialized program of PPMM designed for pregnant and parenting teen mothers, ages 12 to 19, and their offspring. Teen Success 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 parents and children.
9	Project Name	Northern California Children's Therapy Center's Project Hope
	Target Area	
	Goals Supported	Public Services - Health Services
	Needs Addressed	Health Services
	Funding	CDBG: \$6,000
	Description	Project Hope is a unique and specially developed program to provide 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.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 15 low income families will benefit from Project Hope.
	Location Description	Project Hope will be operated at the Northern California Children's Therapy Center which is located at 1321 College Street, Suite E, Woodland, CA 95695.
	Planned Activities	Project Hope is a unique and specially developed program to provide 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.
10	Project Name	Yolo Wayfarer Center's Emergency Shelter Services
	Target Area	
	Goals Supported	Public Services - Emergency Food & Shelter
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: \$10,500
	Description	The Yolo Wayfarer Center operates a dormitory style emergency shelter for up to 73 individuals including families daily. The program requires accountability and offers three nutritious meals a day, counseling, mailbox services, showers, laundry facilities, substance abuse education groups, and case management. Assistance accessing mainstream benefit programs, as well as job and housing search assistance is provided. Guests after ten days are required to make progress on their personal development plan. This includes classes in life skills, health, and employment and housing readiness. The program's meals component is also open to the general public, serving all individuals and families in the community that are experiencing food insecurity.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	The emergency shelter serves approximately 350 unduplicated individuals each year.
	Location Description	The Yolo Wayfarer Center's emergency shelter is located at 207 Fourth Street, Woodland, CA 95695.
	Planned Activities	The Yolo Wayfarer Center operates a dormitory style emergency shelter for up to 73 individuals including families daily. The program requires accountability and offers three nutritious meals a day, counseling, mailbox services, showers, laundry facilities, substance abuse education groups, and case management. Assistance accessing mainstream benefit programs, as well as job and housing search assistance is provided. Guests after ten days are required to make progress on their personal development plan. This includes classes in life skills, health, and employment and housing readiness. The program's meals component is also open to the general public, serving all individuals and families in the community that are experiencing food insecurity.
11	Project Name	Yolo Community Care Continuum's New Dimensions Supported Housing
	Target Area	
	Goals Supported	Public Services - Emergency Food & Shelter
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: \$9,500
	Description	CDBG funds will be used to provide individualized services to residents of the New Dimensions Supportive Housing Project operated by the Yolo Community Care Continuum, 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 582 Kentucky Avenue. Services include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	A total of 26 individuals with mental illnesses will benefit from New Dimensions Supported Housing.
	Location Description	The program will operated at 139 and 141 Elliot Street, 166 College Street, and 582 Kentucky Avenue in Woodland, CA 95695.
	Planned Activities	CDBG funds will be used to provide individualized services to residents of the New Dimensions Supportive Housing Project operated by the Yolo Community Care Continuum, 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 582 Kentucky Avenue. Services include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents.
12	Project Name	Short Term Emergency Aid Committee's Woodland Homeless Prevention Program
	Target Area	
	Goals Supported	Assist Homeless & Persons At Risk
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: \$6,000
	Description	The Short Term Emergency Aid Committee's Woodland Homeless Prevention Program will provide emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. The goal is to help low-income individuals and families with emergencies pay for rent to prevent them from being evicted. In addition, the program will pay for first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	The Woodland Homeless Prevention Program will benefit an estimated 95 individuals.
	Location Description	The program will occur in Woodland.
	Planned Activities	The Short Term Emergency Aid Committee's Woodland Homeless Prevention Program will provide emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. The goal is to help low-income individuals and families with emergencies pay for rent to prevent them from being evicted. In addition, the program will pay for first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.
13	Project Name	Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors
	Target Area	
	Goals Supported	Public Services - Emergency Food & Shelter
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: \$9,750
	Description	The Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors includes a hot nutritious meal delivered each weekday to low income senior citizens, a daily safety check-in, monthly printed materials on senior-specific nutrition, and quarterly personalized assessment of needs.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 130 individuals will benefit from the proposed activities.
	Location Description	The Elderly Nutrition Program (Home Delivered Meals to Low Income Seniors) is located at 40 N. East Street, Suite C, Woodland, CA 95776.

	Planned Activities	The Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors includes a hot nutritious meal delivered each weekday to low income senior citizens, a daily safety check-in, monthly printed materials on senior-specific nutrition, and quarterly personalized assessment of needs.
14	Project Name	Empower Yolo Shelter Services
	Target Area	
	Goals Supported	Public Services - Emergency Food & Shelter
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: \$8,342
	Description	Empower Yolo operates the only shelter in Yolo County that specifically provides services to victims of domestic violence, sexual assault, stalking, and trafficking. The shelter 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 adult 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 residents at the shelter, as well as on-site legal and restraining order assistance, as needed.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 35 low income households will benefit from the proposed activities.
	Location Description	Empower Yolo's emergency shelter is located in Yolo County at an undisclosed site.

	Planned Activities	Empower Yolo operates the only shelter in Yolo County that specifically provides services to victims of domestic violence, sexual assault, stalking, and trafficking. The shelter 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 adult 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 residents at the shelter, as well as on-site legal and restraining order assistance, as needed.
15	Project Name	Legal Services of Northern California's Fair Housing Services
	Target Area	
	Goals Supported	Fair Housing Services
	Needs Addressed	Fair Housing Services
	Funding	CDBG: \$10,000
	Description	Legal Services of Northern California's (LSNC) fair housing services include phone and in-person consultations with City of Woodland residents who contact LSNC with housing complaints. LSNC attorneys advise clients with fair housing issues of their rights under fair housing laws. LSNC attorneys also pursue reasonable accommodations, where appropriate, and assist clients in filing complaints with Housing and Urban Development (HUD) and the Department of Fair Employment and Housing (DFEH) when the issue cannot be resolved informally. LSNC also maintains its Fair Housing Resources webpage (lsnc.net/fair-housing-resources/) to reflect the current resources and services available to City of Woodland consumers. In addition, LSNC provides an annual fair housing workshop in collaboration with the City and Yolo County Housing, with speakers from HUD and/or the DFEH.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 100 very low and low income persons will benefit from the proposed activities.
	Location Description	The Woodland office of Legal Services of Northern California is located at 619 North Street, Woodland, CA 95695.
	Planned Activities	Legal Services of Northern California's (LSNC) fair housing services include phone and in-person consultations with City of Woodland residents who contact LSNC with housing complaints. LSNC attorneys advise clients with fair housing issues of their rights under fair housing laws. LSNC attorneys also pursue reasonable accommodations, where appropriate, and assist clients in filing complaints with Housing and Urban Development (HUD) and the Department of Fair Employment and Housing (DFEH) when the issue cannot be resolved informally. LSNC also maintains its Fair Housing Resources webpage (lsnc.net/fair-housing-resources/) to reflect the current resources and services available to City of Woodland consumers. In addition, LSNC provides an annual fair housing workshop in collaboration with the City and Yolo County Housing, with speakers from HUD and/or the DFEH.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Yolo Family Service Agency's Meeting Room Conversion, St. John's Retirement Village's Cooling Towers for PCU and Manors, Empower Yolo's Capital Project, Woodland Host Lions' Boy Scout Cabin ADA Ramp, and Friends of the Mission's Walter's House HVAC Replacement projects are located in low-moderate income Census Tracts; however, the users of their facilities and services are from throughout the Woodland community. For the Yolo Family Service Agency, Empower Yolo, and the Walter's House, these programs are available for only income-eligible households. The **Planned Parenthood Mar Monte's Teen Success, Yolo Wayfarer Center's Emergency Shelter Services, Elderly Nutrition's Home Delivered Meals to Low Income Seniors, and Legal Services of Northern California's Fair Housing Services** programs are located in low-moderate income Census Tracts; however, their programs are available on a citywide basis to income-eligible households.

The distribution of minority persons throughout the City with the exception of the Hispanic or Latino population does not include any concentrations. A concentration is defined as 51 percent or more. The Black population does not exceed 5 percent in any one Census Tract Block Group while two block groups have Asian populations that exceed 15 percent. In both instances the Asian population is under 20 percent. There are a number of block groups in the City with a concentration of Hispanic or Latino persons. Based on the 2011 – 2013 American Community Survey, the Hispanic or Latino population is nearly half of the City's population at 48.2 percent.

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted in the above item (Description of the areas of the entitlement...), a number of the CDBG projects and programs that will be funded in FY 2016/17 are located in low-moderate income Census Tracts. However, the programs offered by the organizations are available citywide to income-eligible households.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In FY 2016/17 the City of Woodland will use CDBG funds to provide affordable housing assistance through the following projects and programs.

1. New Hope Community Development Corporation's Cottonwood Meadows Stairwell/Siding
2. Friends of the Mission's Walter's House HVAC Replacement
3. Yolo Wayfarer Center's Emergency Shelter Services
5. Yolo Community Care Continuum's New Dimensions Supported Housing
6. Short Term Emergency Committee's Woodland Homeless Prevention Program
7. Empower Yolo's Shelter Services

The following program and project address affordable housing assistance and will be funded through non-CDBG resources.

8. City of Woodland's Homeless Outreach/Housing First Pilot Program (City General Fund)
9. Mercy Housing Affordable Housing Project (City assistance is funded through a partial development impact fee waiver)

One Year Goals for the Number of Households to be Supported	
Homeless	135
Non-Homeless	0
Special-Needs	26
Total	161

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	95
The Production of New Units	0
Rehab of Existing Units	91
Acquisition of Existing Units	0
Total	186

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

In FY 2016/17 the City of Woodland will use CDBG funds to provide affordable housing assistance through the following projects and programs.

1. New Hope Community Development Corporation's Cottonwood Meadows Stairwell/Siding -

Cottonwood Meadows provides rental housing to low and very low income senior and senior disabled residents in Woodland. The project will fund the removal, repair, and replacement of dry-rotted framing at all eight stairwells and wood siding facing the western exposure of Cottonwood Meadows.

2. Friends of the Mission's Walter's House HVAC Replacement - Walter's Housing is located in Woodland and operates a 44-bed transitional housing homeless shelter. The project will result in the replacement of the existing HVAC unit with one that is more energy efficient and and reliable.

3. Yolo Wayfarer Center's Emergency Shelter Services - The shelter program is located in Woodland and provides daily emergency food and shelter services to homeless and low-income citizens of Woodland/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.

4. Yolo Community Care Continuum's New Dimensions Supported Housing - This program provides housing/supportive services to adults with mental illness. Services provided are unduplicated and include assessment of independent living skills, mental health needs, and physical problems.

5. Short Term Emergency Committee's Woodland Homeless Prevention Program - The program provides emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. The program will also provide first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.

6. Empower Yolo's Shelter Services - The shelter offers 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 adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care.

7. City of Woodland Homeless Outreach/Housing First Pilot Project - The Woodland City Council on April 19, 2016 approved a general fund appropriation to (a) start a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The City will contract with Fourth & Hope (Yolo Wayfarer) for homeless outreach. The City Council also directed the City Manager to include general fund funding in the FY 2016/17 budget to cover the City's of initiating a "Housing First" pilot project, in collaboration with Yolo County and other partner agencies to assist in placing unsheltered homeless individuals into permanent housing. These actions are consistent with the homeless goals of the City's CDBG Consolidated Plan.

8. Mercy Housing Affordable Housing Project - The City Council this year approved a general plan amendment/rezone to redesignate the former Yolo General Hospital site at Cottonwood Street/Beamer Street for multi-family housing. Mercy plans to construct an 80-unit affordable housing complex. The Council also approved a development impact fee waiver in the amount of \$952,000. If Mercy receives tax credits, construction will begin in 2017.

AP-60 Public Housing – 91.220(h)

Introduction

Yolo County Housing serves as the PHA for Yolo County and operates two public housing facilities in Woodland: Yolano and Donnelly. Two City programs are operated near public housing: Woodland Box Club and Folklorico de Latino Woodland. The City has supported a number of capital improvements near Yolano and Donnelly. These include CDBG assistance for TANA, replacement of a playground used by public housing residents, and design/demolition for a future educational/recreational/box club facility (community center). TANA (Taller Arte del Nuevo Amanecer) offers a silkscreen studio, Chicano/Latino Arts exhibition space, and a teaching center for the arts. Through exhibiting, printing, and teaching, TANA cultivates the cultural and artistic life of the community, viewing the arts as essential to a community's development and wellbeing. Finally, the City funded significant improvements at the intersection of Lemen Avenue/North Street/East Street intersection to realign one of the roadways, install traffic signals, and pedestrian improvements. This intersection is used by public housing residents on a daily basis as they walk and bicycle to schools, grocery stores, and other locations.

Actions planned during the next year to address the needs to public housing

For FY 2016/17 the City is using CDBG funds for the Short Term Emergency Aid Committee's Woodland Homeless Prevention Program. This effort provides emergency cash assistance for overdue rents in order to prevent evictions for low-income Woodland residents. The goal is to help low-income individuals and families with emergencies pay for rent to keep them from being evicted.

The City through funding from its Measure J sales tax measure is providing more than 400 scholarships for youth day camps, swim lessons, Lifeguard Training, an Outdoor Adventures trip to Yosemite, and tennis classes. Scholarships result in a substantial fee reduction (except tennis, which is free) and are available to families that earn no more than 60% of the countywide median household income, adjusted for household size. Generally, families that meet the requirements for the school lunch program are eligible for the scholarships.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Yolo County Housing (YCH) is governed by a board of commissioners separate from the City of Woodland's jurisdiction. Two of the commissioners are residents of YCH developments which includes public housing facilities and other low income developments. A public housing residents group meets on a quarterly basis to discuss issues affecting public housing residents and provide YCH management with input. While the City of Woodland is not involved in the governance or oversight of YCH and its public housing program, City programs including recreation scholarships and first time homebuyer loan assistance are available to public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable, the PHA (Yolo County Housing) is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

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 the duration of its Consolidated Plan (FY 2015 - 2019) to assist homeless persons or prevent people from becoming homeless again.

- 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.
- 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.
- Emergency food and shelter for the homeless and at risk homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

For FY 2016/17, the City has allocated CDBG funds for the Yolo Wayfarer Center's emergency shelter located in Woodland at 207 Fourth Street. The shelter 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. CDBG funds will be provided also to Empower Yolo for shelter services. Empower Yolo operates the only shelter in Yolo County that specifically provides services to victims of domestic violence, sexual assault, stalking, and trafficking. The shelter offers 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 adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care.

The Woodland City Council on April 19, 2016 approved a general fund appropriation to (a) start a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The City will contract with Fourth & Hope (Yolo Wayfarer) for homeless outreach. The City Council also directed the City Manager to include general fund funding in the FY 2016/17 budget to cover the City's of initiating a "Housing First" pilot project, in collaboration with Yolo County and other partner agencies to assist in placing unsheltered homeless individuals into permanent housing. These actions are consistent with the homeless goals of the City's CDBG Consolidated Plan.

The City participates in the Countywide Homeless Coordination Project with Yolo County and the other cities located in Yolo County. This effort funds a countywide homeless program coordinator and the cold weather shelter (Yolo Wayfarer Center) located in Woodland. The City's annual contribution to the project is \$20,000 and the City funds this through the use of affordable housing monitoring fees and a payment in lieu of taxes that it receives from an affordable housing project.

Addressing the emergency shelter and transitional housing needs of homeless persons

For FY 2016/17, the City has allocated CDBG funds for Yolo Wayfarer Center's emergency shelter located in Woodland at 207 Fourth Street. The shelter 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. CDBG funds will be provided also to Empower Yolo for shelter services. Empower Yolo operates the only shelter in Yolo County that specifically provides services to victims of domestic violence, sexual assault, stalking, and trafficking. The shelter offers 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 adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care.

The Woodland City Council on April 19, 2016 approved a general fund appropriation to (a) start a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The City will contract with Fourth & Hope (Yolo Wayfarer) for homeless outreach. The City Council also directed the City Manager to include general fund funding in the FY 2016/17 budget to cover the City's of initiating a "Housing First" pilot project, in collaboration with Yolo County and other partner agencies to assist in placing unsheltered homeless individuals into permanent housing. These actions support the homeless goals of the City's CDBG Consolidated Plan.

The City participates in the Countywide Homeless Coordination Project with Yolo County and the other cities located in Yolo County. This effort funds a countywide homeless program coordinator and the cold weather shelter (Yolo Wayfarer Center) located in Woodland. The City's annual contribution to the project is \$20,000 and the City funds this through the use of affordable housing monitoring fees and a payment in lieu of taxes that it receives from an affordable housing project.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City in partnership with Yolo County's 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 six grant renewals under the 2015 (payment year 2016/17) HUD Continuum of Care (CoC) Program.

1. Reallocation from Transitional Housing to Permanent Supportive Housing (\$149,855 award)
2. Permanent Supportive Housing (2010) for Chronically Homeless Families (\$24,880 award)
3. Permanent Supportive Housing for Chronically Homeless Individuals (\$24,700 award)
4. Reallocation Project (2012) to Serve Chronically Homless Families (\$15,398 award)
5. Permanent Supportive Housing Reallocation Project (2013) (\$24,181 award)

6. Permanent Supportive Housing Reallocation Project (2014) (\$9,499 award)

The City submitted a seventh project, Bonus Project Permanent Supportive Housing (\$78,761 grant request), but grant funds were not awarded.

For FY 2016/17, the City will fund the Short Term Emergency Aid Committee's Woodland Homelessness Prevention Program. The program provides emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents and first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.

The Woodland City Council on April 19, 2016 approved a general fund appropriation to start a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The City will contract with Fourth & Hope (Yolo Wayfarer) for homeless outreach. The City Council also directed the City Manager to include general fund funding in the FY 2016/17 budget to cover the City's of initiating a "Housing First" pilot project, in collaboration with Yolo County and other partner agencies to assist in placing unsheltered homeless individuals into permanent housing. These actions support the homeless goals of the City's CDBG Consolidated Plan.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

For FY 2016/17, the City has allocated CDBG funds for Yolo Wayfarer Center's emergency shelter located in Woodland at 207 Fourth Street. The shelter 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. CDBG funds will be used also for the Short Term Emergency Aid Committee's Woodland Homelessness Prevention Program. The program provides emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents and first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.

Discussion

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The Woodland City Council on March 1, 2016 approved a development impact fee waiver in the amount of \$974,006 to assist with the construction of Mercy Housing's 80-unit rental project located at 180 W. Beamer Street. The Mercy project will also address a special needs group by reserving a number of units for adults with mental illness. The City Council also approved a general plan amendment to redesignate the site for high density residential and a rezoning for multi-family residential.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Housing Development Costs - City staff works with developers to address funding gaps. As part of the City's Inclusionary Housing Program, Development Fees for affordable units built concurrently with the market units are eligible for fee deferrals and Plan Check/Building Permit fees waivers. The Woodland City Council this year approved a development impact fee waiver in the amount of \$974,006 for construction of Mercy Housing's 80-unit affordable housing rental project.

Access to Credit - The City's housing consultant, NeighborWorks of Sacramento, reviews credit histories of potential homebuyers and provides credit counseling if needed. NeighborWorks will conduct income determinations for twelve low income households who are going through the City's First Time Homebuyer Loan Assistance Program. Households will receive credit counseling if needed.

Public Sector Assistance - Staff submits funding applications in partnership with affordable housing developers. The City has received Federal HOME grants from the CA Department of Housing and Community Development for first time homebuyer programs and rental construction projects, CalHome and BEGIN funds from HCD for homebuyer programs, and Sacramento Area Council of Governments' Community Design Program grant funds to construct infrastructure improvements in support of affordable housing. The City has also received HELP loans from the California Housing Finance Agency for rental acquisition/rehabilitation projects. The City has worked with developers of affordable housing projects to secure multifamily revenue bonds and low income housing tax credits. While the CalHome, BEGIN, HELP, and redevelopment low-moderate housing funds are no longer available, the City receives program income (repaid housing loans) that can be used for new home loans to assist lower-income households. Currently, ten low income households are going through the City's First Time Homebuyer Loan Assistance Program.

Prevailing Wage Laws & Davis-Bacon and Related Acts Law - City staff informs affordable housing developers of these laws and will also consult legal counsel if there are questions as to whether or not these laws will be triggered by the project and public subsidy. Staff also informs developers of the reporting requirements for these laws.

Other Impediments - It should be noted that the City has addressed other impediments to fair housing by adoption of a Reasonable Accommodation Ordinance and updating the Density Bonus Ordinance to assist in affordable housing development.

Discussion

AP-85 Other Actions – 91.220(k)

Introduction

The City's Action Plan will fund construction projects and program activities for the Woodland's community's low- and moderate-income residents. The projects improve infrastructure to increase capacity or repair/replace infrastructure to meet current standards and they include Yolo Family Service Agency's (YFSA) Meeting Room Conversion, St. John's Retirement Village's Cooling Towers for PCU and Manors, Empower Yolo's Capital Project (roof repair and HVAC replacement), City of Woodland's ADA Accessibility Program, Woodland Host Lion's Boy Scout Cabin ADA Ramp, New Hope Community Development Corporation's Cottonwood Meadows Stairwell/Siding, and Friends of the Mission's Walter's House HVAC Replacement. YFSA provides counseling services for low income families; St. John's provides four levels of care including independent assisted living, personal care, memory support, skilled nursing for 160 seniors; Empower Yolo provides the only emergency shelter in Yolo County specifically for victims of domestic violence, sexual assault, stalking, and trafficking; Cottonwood Meadows is an apartment complex serving low to very low income senior and senior disabled residents; and Walter's House is a 44-bed transitional housing facility that provides residential substance abuse treatment for homeless men and women.

Program activities that benefit low- and moderate-income individuals and households will be available on a citywide basis to income-eligible households and they include Planned Parenthood Mar Monte's Teen Success (teen pregnancy prevention program to assist teen mothers and pregnant teens and focused on helping participants maintain their family size and graduate from high school), Northern California Children's Therapy Center (health care access for special needs children through early intervention), Yolo Wayfarer Center's Emergency Shelter Services (emergency shelter services), Yolo Community Care Continuum's New Dimensions Supported Housing (housing/supportive services for adults with mental illness), Short Term Emergency Aid Committee's Woodland Homeless Prevention Program (eviction prevention for low income residents), Elderly Nutrition Program's Home Delivered Meals to Low Income Seniors (home delivered meals to low income seniors), Empower Yolo's Shelter Services (emergency shelter for victims of domestic violence, sexual assault, stalking, and trafficking), and Legal Services of Northern California's Fair Housing Services (fair housing services).

Actions planned to address obstacles to meeting 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. CDBG staff maintains an agency referral list for affordable housing, clothing, emergency shelter, food, health care coverage and services, homeless prevention, substance abuse treatment, utility assistance, and veterans' programs.

The City has not identified any gaps in the City's Housing and Community Development programs and services provided. However, the City acknowledges that the level of demand for these programs exceeds the supply of funding to meet the demand.

Actions planned to 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. Specific actions that the City will take during the Action Plan period include the following.

1. 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. The City estimates that the available funds will provide first time homebuyer loans for 10 families.
2. City staff will monitor the current inventory of affordable units 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.
3. With \$45,000 in FY 2016/17 CDBG funds, the New Hope Community Development Corporation's (NHCDC) Cottonwood Meadows Stairwell/Siding project will result in the exterior rehabilitation of NHCDC's affordable housing apartment complex at 120 North Cottonwood Street.
4. 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. Yolo County and cities executed a new three-year contract to extend the project to June 30, 2018.
5. The City will provide FY 2016/17 CDBG funds to support Wayfarer's emergency shelter (\$10,500 grant); Yolo Community Care Continuum's New Dimensions Supported Housing (\$9,500 grant) to house mentally ill adults at risk of homelessness; Empower Yolo's emergency shelter (\$8,342 grant) to assist survivors of domestic violence, sexual assault, stalking and trafficking; and Short Term Emergency Committee's Woodland Homless Prevention Program (\$6,000 grant) to prevent individuals and family from becoming homeless and to assist homeless individuals and families get back into housing.
6. While not part of the City's CDBG program, the Woodland City Council on April 19, 2016 approved a general fund appropriation to (a) start a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The City will contract with Fourth & Hope (Yolo Wayfarer) for homeless outreach. Separately, the City Council directed the City Manager to include general fund funding in the FY 2016/17 budget to cover the City's cost of initiating a "Housing First" pilot project, in collaboration with Yolo County and other partner agencies to assist in placing unsheltered homeless individuals into permanent housing.
7. The City Council in March 2016 approved a general plan amendment/rezone to redesignate the former Yolo General Hospital site at Cottonwood Street/Beamer Street for multi-family housing. Mercy Housing plans to construct an 80-unit affordable housing project at the site. The Council also approved a partial development impact fee waiver in the amount of \$952,000. If Mercy receives tax credits for the project, construction will begin before the end of the calendar year.

Actions planned to reduce lead-based paint hazards

The City will take the following actions during FY 2016/17 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.
- 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 demolition of the building. This work is expected to occur in late 2015/16 or early 2016/17.

Actions planned to reduce the number of poverty-level families

For FY 2016/17, 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 2016/17 the City is funding the 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), Empower Yolo (shelter services for victims of domestic violence, sexual assault, stalking, and trafficking), and Short Term Emergency Aid Committee (homeless prevention).
- 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 2016/17 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.
- While not part of the City's CDBG program, the Woodland City Council on April 19, 2016 approved a general fund appropriation to (a) start a homeless outreach project to identify the chronically unsheltered homeless in Woodland, establish regular ongoing communication with these individuals, and connect them whenever possible to services/programs and housing. The City will contract with Fourth & Hope (Yolo Wayfarer) for homeless outreach. Separately, the City Council directed the City Manager to include general fund funding in the FY 2016/17 budget to cover the City's cost of initiating a "Housing First" pilot project, in collaboration with Yolo County and other partner agencies to assist in placing unsheltered homeless individuals into permanent housing.

Actions planned to develop institutional structure

The City will continue to improve coordination and eliminate gaps in the institutional structure. The City works regularly with Yolo County Housing (Housing Authority) on affordable housing and related areas. In addition, the City continues to improve communication between City departments and

divisions, including the Building/Code Enforcement, Finance, Development Engineering, Planning, Public Works, Police, and Community Services.

Actions planned to enhance coordination between public and private housing and social service agencies

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 2016/17 the City is funding the 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), Empower Yolo (shelter services for victims of domestic violence, sexual assault, stalking, and trafficking), Short Term Emergency Committee (homeless prevention program), and Yolo Community Care Continuum (supportive housing for adults with mental illness).

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

The City of Woodland's CDBG Consolidated Plan for 2015-19 includes the following goals for housing, homelessness, other community development needs, and public services.

Housing

- Develop at least 75 multifamily and/or single family affordable housing units over the next five years.
- Continue to annually monitor the inventory of affordable multifamily rental units/apartments and senior designated housing units.
- Partner with for-profit and non-profit housing developers for the development and/or rehabilitation of affordable housing by exploring various funding mechanisms in order to increase and maintain the number of affordable units and reduce the number of owner and renter households who reside in substandard housing.
- Rehabilitate 5 units over the next 5 years in order to reduce the number of substandard housing units, thereby increasing the viability of the housing stock and improving the quality of residential neighborhoods.
- Assist approximately 500 Woodland households with discrimination allegations, dispute, counseling and education and outreach over the next 5 years in order to reduce fair housing discrimination and improve landlords' and owners' understanding of their fair housing obligations.

Homelessness

- Ensure that homeless programs are effectively operated, new programs are added to meet gaps in services, and continue to partner in Homeless Coordination Project.
- Continue to fund agencies that provide emergency housing assistance and support services to assist the homeless and person threatened with homelessness. Assist approximately 1,000 Woodland residents over the next 5 years in an effort to reduce the number of unsheltered homeless.

Other Community Development Needs

- Complete five public improvement projects over the next five years to remove architectural barriers and improve access to public facilities in the City for mobility-impaired individuals.
- Construct or rehabilitate a minimum of two public facilities providing youth services during the next 5 years to benefit low- and moderate-income residents and prevent crime and substance abuse among youth.

Public Services

- Provide emergency food, shelter and mental health services to over 5,000 homeless individuals or those "at-risk" of homelessness over the next 5 years in an effort to address the reason for homelessness and reduce the number of unsheltered homeless.
- Continue to support youth programs with the assistance of local agencies to primarily benefit 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. Assist

approximately 50 Woodland residents annually over the next 5 years.

- Continue to support health services with the assistance of local agencies to primarily benefit very low-, low-, and moderate-income individuals and families, and special needs populations such as victims of domestic violence, the homeless and mentally ill. Assist approximately 300 Woodland residents annually over the next 5 years to improve the quality of life for low- and moderate-income persons with added health programs or services that would otherwise be unavailable.
- Partner with local agencies through participation on the Workforce Investment Board to provide job training or other employment-like services to assist low- and moderate-income individuals in obtaining a new job.
- Establish a Neighborhood Revitalization Area if found to be feasible in order to improve the quality of life in a low- and moderate income neighborhood in a strategic collaborative effort.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

Discussion

Other than CDBG, the City of Woodland does not receive other Federal funds administered by HUD on an entitlement basis.

CDBG Funding for FY 2016/17

TOTAL CDBG FUNDS FY 16/17 (NOTE 1)	\$490,618
Public Services (15% cap per CDBG)	\$66,092
Food/Shelter (at least 40% of Public Services)	\$26,437
Fair Housing (NOTE 2)	\$10,000
Other Public Services	\$29,655
Public Infrastructure (65%)	\$336,402
Administration (20% cap per CDBG)	\$88,124

PUBLIC INFRASTRUCTURE (65%)						
Applicant	Project Title	Funding Request (\$336,402 available)	Panel Recommendation	Staff Recommendation	Category	FY 2015/16 Funding
Yolo Family Service Agency	Meeting Room Conversion	\$7,500	\$7,500	\$7,500	Non-housing Rehab	\$13,000
St. John's Retirement Village, Inc.	Cooling Towers for PCU and Manors	\$90,398.90	\$45,302.00	\$45,302.00	Non-housing Rehab	Applied, not funded
Empower Yolo	Empower Yolo Capital Project	\$13,600	\$13,600	\$13,600	ADA Accessibility	Did not apply
City of Woodland	ADA Accessibility Program	\$200,000	\$140,000	\$140,000	ADA Accessibility	\$135,845
Woodland Host Lions - Scouting Associates	Boy Scout Cabin ADA Ramp	\$45,415	\$35,000	\$35,000	ADA Accessibility	Did not apply
New Hope Community Dev Corp. (NOTE 2)	Cottonwood Meadows Stairwell/Siding	\$60,000	\$45,000	\$45,000	Housing Rehab	\$75,655
Friends of the Mission	Walter's House HVAC Replacement	\$54,622	\$50,000	\$50,000	Housing Rehab	\$68,000
Friends of the Mission	925 North Street HVAC Replacements	\$34,702	\$0	\$0	Housing Rehab	\$68,000
St. John's Retirement Village, Inc.	Roofing Project	\$64,061	\$0	\$0	Housing Rehab	Applied, not funded
TOTAL		\$570,299	\$336,402	\$336,402		
	PUBLIC SERVICES (15%)					
Applicant	Project Title	Funding Request (\$66,092 available)	Panel Recommendation	Staff Recommendation	Category	FY 2015/16 Funding
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	\$0	\$0	Health Services	\$6,000
Northern California Children's Therapy Center	Project HOPE	\$6,000	\$6,000	\$6,000	Health Services	\$6,000
Yolo Wayfarer Center	Emergency Shelter Services	\$15,000	\$10,500	\$10,500	Food & Shelter	\$11,000
Yolo Community Care Continuum	New Dimensions Supported Housing	\$15,000	\$9,500	\$9,500	Food & Shelter	\$10,000
Short Term Emergency Aid Committee	Woodland Homeless Prevention Program	\$10,200	\$6,000	\$6,000	Food & Shelter	Applied, not funded
Elderly Nutrition Program	Home Delivered Meals to Low Inc Seniors	\$15,000	\$9,750	\$9,750	Food & Shelter	\$10,000
Empower Yolo	Shelter Services	\$8,500	\$8,342	\$8,342	Food & Shelter	\$8,500
Legal Services of Northern California (Note 3)	Fair Housing Services	\$10,000	\$10,000	\$10,000	Fair Housing	\$10,000
TOTAL		\$104,700	\$66,092	\$66,092		

NOTE 1 - Funding is based on \$440,618 in entitlement funds from HUD and \$50,000 in prior year funds available for re-programming to construction projects.

NOTE 2 - New Hope is the non-profit development affiliate of Yolo County Housing (YCH).

NOTE 3 - Pursuant to a 2005 Voluntary Compliance Agreement and Conciliation Agreement, the City 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.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE FISCAL YEAR 2016/17 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE 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 FY 2016/17 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 FY 2016/17 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 FY 2016/17 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 and authorizes the Finance Officer to make the budget allocations as specified;

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

PASSED, APPROVED AND ADOPTED this 21st day of June, 2016 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

Legislation Text

File #: 16-576, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: **PUBLIC HEARING** - Prudler Tentative Subdivision Map Project (PLNG 14-00090): A request to amend the General Plan and Spring Lake Specific Plan, rezone the project site, and approve a Tentative Subdivision Map (TSM #4856), Conditional Use Permit and Development Agreement to allow the development of 183 detached single-family units in two phases and a 1.46 acre park, on an approximately 38-acre site located at the northeast corner of East Street and Sports Park Drive/ County Road (CR) 24A in the City of Woodland

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, certifying the Environmental Impact Report (EIR), adopting Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP); and
2. Adopt Resolution No. _____, amending the General Plan Land Use Diagram from General Commercial (GC) to Low Density Residential (LDR), 3-8 dwelling units/acre and amending the Circulation Element to reduce the segment of East Street, located south of the County Fair Mall to CR 24A, from four lanes to two lanes; and
3. Adopt Resolution No. _____, amending the Spring Lake Specific Plan (SLSP) East Street cross-section; and
4. Introduce Ordinance No. _____, Rezoning from General Commercial (C-2) to Single Family Planned Development (R-1) and adoption of Planned Development Standards (PD); and
5. Adopt Resolution No. _____, approving Tentative Subdivision Map # 4856 to subdivide the 38-acre site into 183 residential lots and a 1.46 acre park site and approving a Conditional Use Permit for development criteria within the Planned Development Zone; and
6. Introduce Ordinance No. _____, approving a Development Agreement.

Staff Contact

Cindy Abell Norris, Principal Planner - (530) 661-5911, Cindy.Norris@cityofwoodland.org

Fiscal Impact

The project as proposed is estimated to have an annual net fiscal loss to the General Fund of \$70,821, or \$387 per unit per year. The Development Agreement requires that the City and Developer form a new Community Facilities District ("CFD") to pay for additional services and service deficits that will result from the project,

including but not limited to increased maintenance costs for the new neighborhood park, new green spaces, and additional landscaping and lighting on the south side of Sports Park Drive and East Street. The CFD shall be in a place prior to approval of the first final map for the project.

Project Site Description:

The project site encompasses approximately 38 acres in the General Commercial zoning area. The current City of Woodland General Plan land use designation for the project site is General Commercial. The project site is currently vacant and is located in a developed area within Woodland. A series of older walnut trees are located on the east side of the roadway.



The site is bordered by County Fair Mall to the north, existing single family residential to the east, multi-family residential, single family residential, and Tredway Park, and Sports Park Drive/CR 24A and the Woodland Community and Senior Center and Woodland Sports Park to the south. In addition, the project site forms the north and east borders of the approximately two-acre Forrest property located at the northeast corner of East Street and CR 24A. The Forrest property contains two single-family residences and is zoned and designated for GC (General Commercial) use. The Forrest property is currently not included as part of the proposed project and recently experienced a serious fire that damaged a significant portion of the main house.

Background

Since August of 2005, applications for residential use have been submitted for consideration on this subject site. A General Plan petition was submitted on August 18, 2005, with a formal application submitted by K. Hovnanian in April of 2006, for a 267 unit single-story senior housing development proposal for an attached and detached product as well as a club house and HOA (homeowners association) with a proposed density of 7 dwelling units per acre.

K. Hovnanian withdrew this application due to economic and market concerns. A revised application was submitted by Yolo Residential Investors in August 2008 for a similar project, and work progressed on this application through August of 2010. At that time, it was put on hold.

On January 18, 2013, the same applicant, Yolo Residential Investors, submitted an amended application, which included an initial proposal for 204 units to be developed in two phases with Phase I proposing 86 lots with minimum lot widths of 60 feet, similar to a Spring Lake R-5 product, and Phase 2 proposing 118 lots with minimum lot widths of 45 feet, similar to a Spring Lake R-8 product. The final proposed project includes 183 units at an overall density of 5.36 units per acre. The number of units in the project was reduced in order to accommodate the City's request that a neighborhood park be provided within the development. Additional detailed descriptions are included in the Planning Commission staff report, which is included as Attachment 8.

Project Proposal

General Plan Amendment Request

The applicant is requesting a General Plan Amendment of the project site from General Commercial (GC) to Low Density Residential (LDR). The LDR designation allows for the residential densities ranging from 3.0 to 8.0 units per acre. The proposed development includes a density of 5.36 units per acre. Additionally; the General Plan Circulation Element would be amended to include a reduction in the width of East Street from four to two lanes. The proposal to amend the Circulation Element is consistent with direction the City is moving to as part of the General Plan update, as discussed in the December 15, 2015 City Council workshop. General Plan Amendment Exhibits are included in Attachment 2.

Spring Lake Specific Plan Amendment Request

The Spring Lake Specific Plan (SLSP) would be amended with reference to the median on East Street as well as a proposed reduction from four to two lanes. The SLSP currently includes a street cross section with a 45-foot median on East Street adjacent to the proposed project site. The applicant is proposing to retain a median, but to reduce the width to 18 feet with one travel lane in each direction along with a Class II bike lane. On the east side of East Street, adjacent to the proposed subdivision, there would be an additional 33 foot landscape corridor consisting on an 8-foot landscape strip, a 10-foot path, and an additional 15 feet of landscaping. The Spring Lake Specific Plan Amendment Exhibits are included in Attachment 3.

Rezone Request

The applicant is requesting a rezone of the project site from (General Commercial) C-2 to (Low Density Residential/Planned Development) R-1/PD with the adoption of Planned Development Standards. The purpose of the Planned Development (PD) overlay zone is to encourage a creative and more efficient approach to the use of land and to provide for greater flexibility in the design of integrated developments not otherwise possible through strict application of zoning regulations. The proposed rezone and planned development exhibits are

included in Attachment 4.

Conditional Use Permit Request

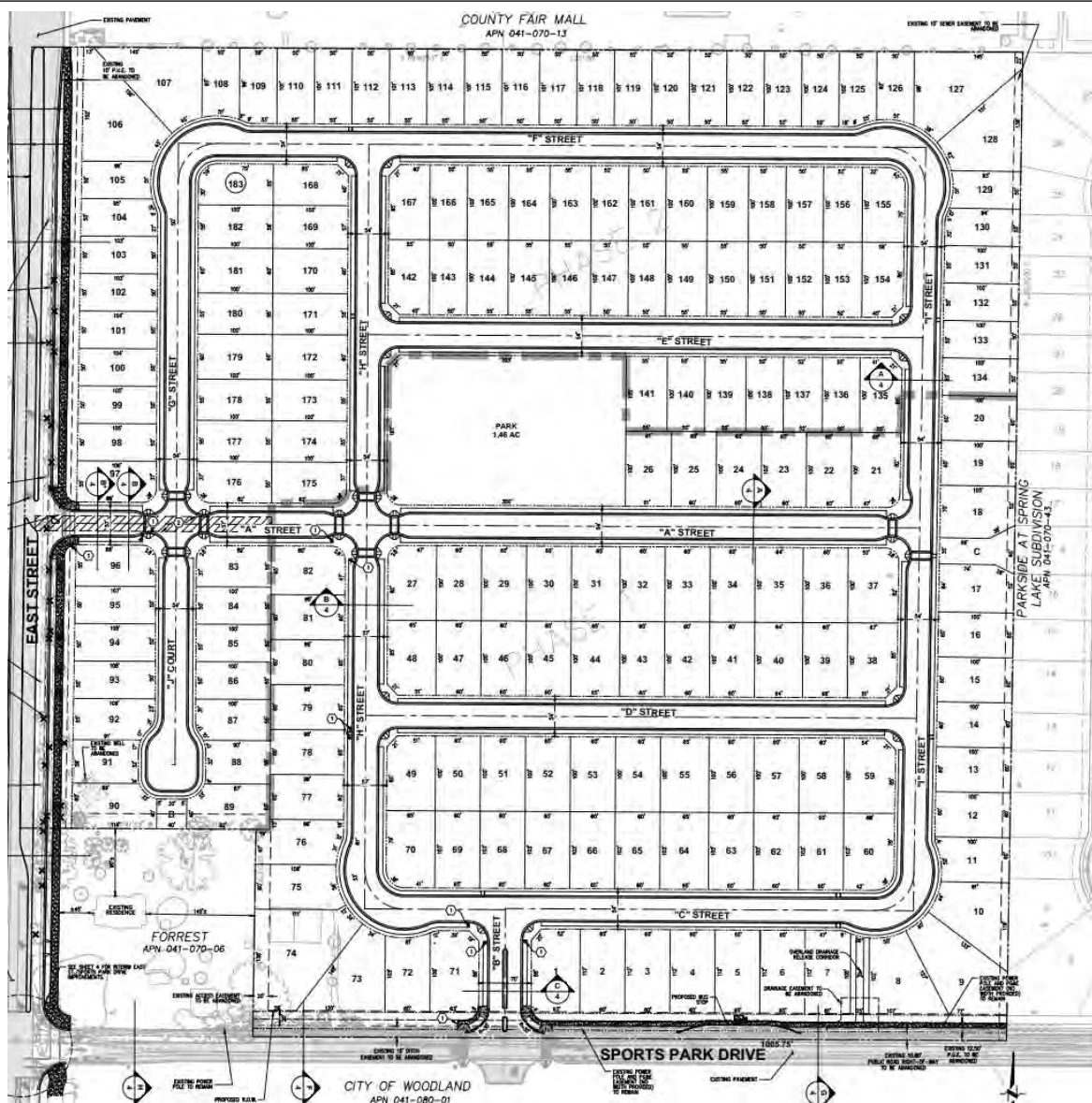
The applicant is requesting a Conditional Use Permit (CUP), which is required for development within the PD overlay zone. The Development Standards are adopted as part of the PD zoning designation. Specific designs for the homes have not been submitted and will be the subject of a future application for Planning Commission design review.

Tentative Subdivision Map Request

The applicant is requesting the approval of a Tentative Subdivision Map (TSM) to allow the development of 183 detached single-family units on an approximately 38-acre site (Attachment 5). The proposed project would be developed in two phases. The first phase would include development of 82 units with minimum lot widths of 60 feet (similar to a Spring Lake R-5 product), the 1.46 acre park, and internal roadway improvements. The second phase would include development of the remaining 101 units with minimum lot widths of 45 feet (similar to a Spring Lake R-8 product) and internal roadway improvements. The average density overall would be 5.36 dwelling units per acre. The internal streets, street lighting, and underground utilities in the proposed development would be publicly-owned and maintained by the City of Woodland. All access to the site would be from East Street to the west and Sports Park Drive to the south.

The following off-site improvements are included as part of the proposed project:

1. Construction of East Street improvements between the project site and the East Street/Sports Park Drive intersection (along the Forrest property frontage) for a distance of approximately 250 feet, including widening of the east side of the existing paved section.
2. Construction of improvements between East Street and Sports Park Drive (along the Woodland Sports Park property frontage) for a distance of approximately 270 feet, including widening of the east side of the existing paved section. Enhanced landscaping will be provided on the south side of Sports Park Drive.
3. Modifications to the signal at the East Street/Sports Park Drive intersection to accommodate left turn movements, minor adjustments to signal location, and reconstruction of curb, gutter and ramps.



Development Agreement Request

The proposed Development Agreement is valid for a term of 10 years with the option for two (2) 2-year extensions (14 years in total). The Development Agreement outlines park dedication and improvement requirements, requires 10 percent of the subdivision to contain single story homes, requires universal design features on all homes, and requires a minimum of 10 percent of the homes to provide solar with the remaining homes to be photovoltaic ready. In addition, the Development Agreement requires the development to enter into an inclusionary housing agreement and to establish two Community Facility Districts (CFDs) to fund new services as a result of the project, including lighting and landscape maintenance, park maintenance, and increased sports park maintenance. The Development Agreement is included as Attachment 6. Attachment D to the Development Agreement outlines the project fees and public benefit contributions. The following key provisions are contained in the Development Agreement:

Fees and Public Benefit Improvements

The project will be required to fund necessary fees and project improvements, the majority of which will provide for annual adjustments for inflation. The following is a summary of fees and funded improvements included within the Development Agreement:

- Development Impact Fees - \$26,031 per unit
- Road Improvement, Fire Operation and Maintenance, Public Transit Fees: \$1,918 per unit
- General Purpose Fee - \$12,700 per unit
- Hwy 113 Overcrossing Fee - \$1,100 per unit, or a one-time payment of \$183,000
- Spring Lake Infrastructure Reimbursement \$1,266,591
- Reimbursement to Standard Pacific for utility improvements - \$309,282
- West Regional Pond Contribution - \$177,000
- Neighborhood Park dedication and improvement costs - \$699,000 estimated value
- Complete landscaping to the south side of Sports Park Drive - \$160,000 estimated value
- Signal improvements to the Gibson Rd/Matmor Rd intersection (TBD)

Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. Further; state law allows local agencies and developers to negotiate the payment of development fees in the context of a Development Agreement, regardless of whether the local agency has previously adopted a general ordinance imposing the same fee. Development Agreements, like adoption of City wide fee ordinances, are legislative acts that are approved by ordinance. See *Government Code* §65867.5(a). This requirement ensures that the fee agreement embodied in the Development Agreement is subject to public notice and hearing, along with the availability of referendum rights.

Universal Design Requirement

The project has been conditioned to include Universal Design features in all homes. Universal Design, otherwise known as multi-generational housing, provides features that make homes accessible for the spectrum of young, old, healthy, and infirm individuals. Improvements may include items such as wider doorways, wider hallways, roll-in showers, and reinforced towel bars. Attachment F to the Development Agreement provides a list of the minimum requirements to be provided in the future homes.

Public Art Requirement

The project has been conditioned to provide public art either on-site within the neighborhood park or through the payment of an in-lieu fee. The public art amount for the 38-acre site is \$15,000.

Affordable Housing In-Lieu Fee

In accordance with the City's Affordable Housing Ordinance 6A, the applicant must provide ten percent (10%) of the units as affordable to low income households. The applicant and City recommend allowance for the payment of fees in-lieu of providing actual constructed units to meet the affordability requirement. The proposed in-lieu fee amount is \$620,040 or an average of approximately \$33,900 per required affordable unit. The formula is based on a sliding scale that relates to density, the idea being that the higher density product inherently provides greater affordability and is typically less expensive. The project requires eight (8) R-5 affordable units (8 x \$40,000) and ten (10) R-8 units (10 x \$30,000). The provision for payment of in-lieu fees is included in the Development Agreement. Discussion regarding the findings for the recommendation of an in-lieu fee is provided later in the report in the section on Affordable Housing Ordinance 6A.

Community Facility Districts/Fiscal Deficit

Two Community Facilities Districts (CFDs), for the provision of public services, will be required for the project as outlined below:

- The Developer shall join the existing CFD for the operations and maintenance of the Sports Park.
- The City and Developer shall form a new CFD to address the project fiscal deficit to the general fund, as well as to cover the costs for maintenance for the neighborhood park, green spaces and landscaping, as well as to cover landscaping and lighting on the south side of Sports Park Drive and East Street.
- The project as proposed is estimated to have an annual net fiscal loss to the general fund of \$70,821, or \$387 per unit per year. The City and Developer shall form a new Community Facilities District (“CFD”) to pay for additional services that will result from the project, including but not limited to increased maintenance costs for the new neighborhood park, new green spaces, and additional landscaping and lighting on the south side of Sports Park Drive and East Street. The CFD shall be in place prior to approval of the first final map for the project.

Environmental Assessment Status

The City of Woodland prepared a Notice of Preparation (NOP) for the proposed project, which was released on December 17, 2014, for a minimum 30-day review, which ended on February 2, 2015. Based upon the conclusions of the Initial Study, the Draft EIR included analyses of Air Quality and Greenhouse Gas Emissions, as well as Transportation and Circulation.

The Draft EIR concludes that all impacts are less than significant or reduced to less than significant with the implementation of mitigation measures with the exception of the following traffics impacts, which remain significant and unavoidable:

- Matmor Road and Gibson Road intersection (LOS E in the AM peak hour and LOS F in the AM and PM peak hour in the Cumulative Plus Project Conditions).
 - *Widening is not feasible due to lack of available right of way, however improvements to the signal will be provided.*
- East Street and Gibson Road intersection (LOS E in the AM and PM peak Cumulative Plus Project Condition).
 - *Mitigation is not feasible due to lack of available right of way.*
- Southbound East Street segment (from Gibson to Sports Park Drive) (LOS D in AM and PM peak hour Cumulative Plus Project Condition).
 - *Mitigation not feasible due to right of way constraints.*
- Northbound East Street segment (from Sports Park Drive to Gibson) at LOS E in the AM peak hour and at LOS D in the PM peak hour (Cumulative Plus Project Conditions).
 - *Mitigation not feasible due to right of way constraints.*

With respect to a project for which significant impacts are not mitigated to a less-than-significant level, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project’s “benefits” rendered “acceptable” its “unavoidable adverse environmental effects.” A summary of the project “benefits” or “overriding considerations” is provided in the CEQA Resolution (Attachment “ 1A”). The findings summarize a variety of goals that benefit both the City and region, including providing needed housing units, needed infrastructure improvements, attractive lifestyle choices, and fiscal and economic benefits to the City.

A Notice of Completion was filed with the office of Planning and Research (OPR) on September 4, 2015, and the public notice was published to inform interested parties that the EIR was available for agency and/or public review. The EIR was circulated for a period of 45 days for the public review and comment from September 8, 2015 through October 23, 2015.

The City of Woodland Planning Commission held a public hearing on October 1, 2015 to receive comments on the Draft EIR. Along with public testimony at the Planning Commission meeting, four comment letters were received regarding the Draft EIR. All comments that addressed the adequacy of the environmental review have been responded to in the Final EIR. A brief summary of the comments and responses is included in the attached Planning Commission staff report.

Legal Services of Northern California sent a letter to the Planning Commission addressing its concerns regarding the proposed project and EIR. The letter is provided as Attachment “9”. In summary, the concerns note that the EIR should have found a significant impact related to consistency with adopted plans because the City has failed to comply with provisions of the Housing Element and that the project is inconsistent with the General Plan, that the EIR did not look at a range of reasonable alternatives, and that the EIR did not provide a reasoned analysis to public comments. In addition, the letter noted that the proposed project would result in racial and economic segregation and disparately impact people of color. The City Attorney has prepared a response to the letter which is included in Attachment “10”. Additionally, the applicant’s representative responded to the letter, which is included as Attachment “11.”

Planning Commission Recommendation

On April 7, 2016, the Woodland Planning Commission voted 5-1, with one member absent, to recommend City Council denial of the proposed project, including not certifying the EIR. The Planning Commission expressed concern related to the affordable housing in-lieu fee proposal, the reduction of East Street from four to two lanes, and the lack of a higher density alternative evaluated in the EIR.

Although the Planning Commission recommended denial, staff still recommends approval of the proposed project. The project as proposed does not provide for construction of for-sale affordable housing units on-site. However, as explained above, the applicant would instead pay an in-lieu fee that would satisfy the City’s affordable housing requirements. As explained in more detail in the City Attorney’s response to the letter sent from Legal Services of Northern California, and as staff explained to the City Council during the recent affordable housing workshop on June 7, 2016, it is more difficult now to achieve affordable housing via Zoning Ordinance requirements due to the loss of redevelopment funding and less Federal/State funding being made available for first-time low-income homebuyer assistance.

Staff also believes that changing East Street from four lanes to two lanes is in the best interest of the City because this modification will better utilize the existing transportation network and better accommodate alternative modes of transportation. Fewer lanes will enhance the bike and pedestrian experience as well as urban design. In addition, the proposed reduction is only for the portion of the East Street adjacent to the proposed project. The existing four lanes adjacent to the existing commercial development to the north will remain.

The affected area includes the road segment adjacent to the project on East Street from Sports Park Drive north to south boundary with the County Fair Mall. With the change in land use for the subject site from commercial to residential, a 4-lane roadway segment is not needed. Instead, East Street along this segment will be

improved to include an 18-foot median, with turn pockets, one travel lane in each direction with a Class II bike lane. The east side of the street will be improved to include an 8-foot landscape strip, a 10-foot path, and additional 15-feet of landscaping. Staff believes that the reduction in lanes will result in negligible delays and that the proposed roadway design will significantly improve this portion of East Street while reducing long term maintenance costs for the city. Furthermore, through the Development Agreement the City has required the developer to pay the city the equivalent savings in initial construction costs for city's investment in alternative public infrastructure.

The Planning Commission also raised concerns that the EIR should analyze the project site at a higher density. A higher density alternative would have more environmental impacts than the proposed project, and would generate more traffic, and additional noise and air quality impacts. Therefore, a higher density alternative is not necessary for CEQA compliance purposes. A higher density could be analyzed for City policy reasons; however, staff believes that the proposed density is consistent with the adjacent subdivision and is appropriate for the project site. This issue is explained in greater detail in the City Attorney's response to the letter from Legal Services of Northern California.

Staff Analysis

Staff supports this project, subject to the recommended provisions in the Development Agreement and conditions of approval. A brief summary of staff's analysis is provided below with a more detailed analysis provided in the attached Planning Commission staff report (Attachment "8").

General Plan Consistency

Land Use

The current General Plan designation for the project site is General Commercial (GC), which was originally intended to serve as an expansion of the County Fair Mall. The applicant is requesting a General Plan Amendment of the project site from GC to Low Density Residential (LDR). The LDR designation provides for single-family detached homes, with a density range of 3.0 - 8.0 units per acre. The proposed project would include an average density of 5.36 units per acre, which is consistent with the LDR designation. The change in General Plan designation would not create conflicts with the existing and planned residential uses to the east and west and would potentially reduce impacts to those uses as compared to development of the site under the GC General Plan designation.

Policy 1.G.4 provides that *"The City shall promote the expansion of County Fair Mall to the south along East Street."* However, due to market conditions and demographic factors, it does not appear that this policy would be achievable during the planning horizon of the General Plan. Strict adherence to this policy, and the resulting maintenance of a commercial designation for the site, would continue the status quo, of a vacant and underutilized parcel within the City. In addition, Policy 1.E.1 states that *"...The City shall strive to avoid creating an oversupply of commercially-designated land to prevent the dilution or deterioration of currently viable commercial areas."*

In addition, multiple policies in the General Plan support infill development that is consistent with the needs of the community, reflective of existing neighborhood character, and consistent with efforts to maintain a positive

fiscal balance for the City. The General Plan does have policies relating to infill density. However; rather than being mandated, infill density is to be assessed on a case by case basis to determine whether it will assist in the reuse of a property. A more detailed discussion is provided in the Planning Commission Report, which is included as Attachment “9.”

1996 General Plan Growth Management Cap Policies

The 1996 General Plan included a population limit for the 2020 horizon year. Due to the difficulty in tracking population, the growth management cap was modified in May of 2005 to allow 5,000 single family units in new planned neighborhoods by the year 2020 in anticipation of the build out of Spring Lake and the Master Planned Remainder area. Resolution No. 4636 set forth revised policy 1.A.7 but specifically exempted infill development by stating, “The intent is not to limit infill and multi-family development, including multi-family development approved in planned neighborhoods.” Therefore, as a qualified infill site, this site is not subject to the City’s growth cap.

Housing Element Consistency

The site is not identified in the Housing Element on the inventory of available sites to provide high-density and/or affordable housing units. Therefore, the site was not included in the Housing Element. The development of the proposed project would not impede the City’s ability to provide affordable housing units outlined in the Housing Element. In addition, per the Development Agreement, the project is required to enter into an Inclusionary Housing Agreement in compliance with the City’s Affordable Housing Ordinance 6A. Therefore, the project is consistent with the Housing Element of the General Plan.

Voter Approved Urban Limit Line Initiative

The City of Woodland’s voters approved an initiative in June 2006 known as the “City of Woodland Voter Approved Urban Limit Line Act” (The Act). The initiative amended the City’s General Plan to create a permanent and complete urban limit line. As part of the initiative, General Plan Policy 1.B.6 was amended to state (unless amended by a future vote), the following:

Policy 1.B.6 - The City shall continually reevaluate residential land use densities, housing policies, and zoning to determine the potential for increased residential densities for both infill sites and underdeveloped land within the permanent urban limit line. The City shall continually review existing non-residential zoning to determine potential for conversion to higher density residential uses within the permanent urban limit line.

In an effort to address this and other policy issues, the City has undertaken an effort to initiate a General Plan update in which growth and density of development are evaluated on a citywide basis and in particular in the Downtown and along key corridors. Policies to further encourage infill development of all types will be addressed. Further, the City continues to encourage and allow the proposed development of higher density residential in locations and in a manner that will facilitate high quality planning and ensure the best management of such properties. This is best evidenced by the recent up-zoning of 9.3 acres of land within the Spring Lake Central Village Center project and the Mercy Housing Project on Beamer and Cottonwood.

Circulation

The proposal to amend the General Plan Circulation Element to include a reduction in the width of East Street from four to two lanes is consistent with direction the City is moving to as part of the General Plan 2035 Update. The December 15, 2015 City Council workshop on Circulation and Transportation recommended that the General Plan Level of Service (LOS) standard be reduced from a LOS C to LOS D citywide. The purpose

of this modification is to better utilize the existing transportation network and better accommodate alternative modes of transportation. Fewer lanes will enhance the bike and pedestrian experience as well as urban design.

The affected area includes the road segment adjacent to the project on East Street from Sports Park Drive north to south boundary with the County Fair Mall. East Street along this segment will be improved to include an 18-foot median, one travel lane in each direction with a Class II bike lane. The East side of the street will be improved to include an 8-foot landscape strip, a 10-foot path, and an additional 15-feet of landscaping.

It should be noted that the current General Plan includes the following policy:

The City shall develop and manage its roadway system to maintain LOS "C" or better on all roadways, except within one-half mile of state or federal highways and freeways and within the Downtown Specific Plan area. In these areas, the City shall strive to maintain LOS "D" or better. Exceptions to these levels of service standards may be allowed in infill areas where the City finds that the improvements or other measures required to achieve the LOS standards are unacceptable because of the right-of-way needs, the physical impacts on surrounding properties, and/or the visual aesthetics of the required improvement and its impact on community character.

The project site is considered infill, which under this policy may allow an exception to the LOS standards. However, because the General Plan 2035 Update has not yet been adopted (which would provide certainty on this matter), the project environmental review in the Draft EIR utilized a conservative approach, rather than taking the possible infill exemption as stated in the policy, which resulted in the project impacts being significant and unavoidable. The purpose for this was to provide full disclosure. Staff believes that the impacts will be negligible and that the project infrastructure improvements will significantly improve this portion of East Street now and in the long-term. Pedestrian access will be improved, and bike lanes will provide multi-modal access to a future planned bike overcrossing in this immediate area.

Processing Projects During A General Plan Update

The City is not restricted from processing General Plan Amendments during the process of updating the General Plan. The City Council has not imposed a moratorium on development applications and has in fact taken action on General Plan Amendments during the course of the update.

Tentative Map Review

The proposed tentative map includes 183 detached single-family units and a 1.46-acre park on an approximately 38-acre site. Because the proposed project is requesting a Planned Development overlay, the standard zoning requirements do not apply. In addition, the site is not located within the SLSP, so the SLSP development standards do not apply to the site. Staff has reviewed the proposed tentative map and development standards and finds, as conditioned; the proposed project is consistent with the General Plan.

Zoning Ordinance Consistency

The current zoning designation for the site is General Commercial (C-2). Because the proposed project would be inconsistent with the C-2 designation, the applicant is requesting a rezone of the project site to R-1/PD. Permitted uses in the PD Zone include any use or combination of uses and densities shown on the approved development plan that are arranged and designed to provide a development that is in conformity with the

General Plan. The proposed Planned Development Standards establish the requirements for the proposed project.

Planned Development and Conditional Use Permit

The purpose of the Planned Development Overlay Zone is to encourage a creative and efficient approach to the use of land, and to provide for greater flexibility in the design of integrated developments than otherwise possible through strict application of the zoning regulations. Development in the PD overlay requires approval of a Conditional Use Permit. The proposed project includes the adoption of Planned Development (PD) Standards, which would be adopted as part of the PD zoning designation. The Planned Development Standards have been created with the intent to be more aligned with the SLSP Planned Development Standards. In addition, the project also includes a request for a Conditional Use Permit.

Subdivision Ordinance Consistency

Local Builder Requirements

Consistent with Section 21-15-1 of the City's Subdivision Ordinance regarding providing for the sale of lots to local building contractors, the project will be conditioned to include lots available to local builders. The intent of this regulation was to provide the opportunity for the local building community to participate in development in the City. The regulation provides for a process to allow the lots to be offered for a limited time (45-days) to local builders at a fair market price.

Dedication of Parkland and Facilities

Section 21-12-1 of the City's Subdivision Ordinance requires that a developer of residential land dedicate land to the City for parks and recreational purposes, pay to the City a fee in lieu thereof, or a combination of both, at the option of the City. Based on the formula provided in Section 21-12-2; this project would be required to either dedicate or pay fees for the equivalent of 2.75 acres of land. Because the site is adjacent to the Community Center, which does not provide for neighborhood active play space, the City requested that the applicant both provide and improve a neighborhood park space. A 1.46 acre local neighborhood park is proposed. Based on an estimated cost per acre of \$200,000 and estimated costs for the park improvements, as set forth in the Development Agreement, the cost to the project will be \$669,000 for the park land and improvements, which exceeds the estimated land cost of \$550,000.

The project, as conditioned, is consistent with the City's Subdivision Ordinance.

Affordable Housing Ordinance 6A Consistency

Staff's recommendation is that the best means by which to meet City affordability requirements is through the payment of in-lieu fees for the following reasons:

- The payment of in-lieu fees provides greater certainty to the City and Applicant in defining the affordable housing obligation.
- Allows the City to focus resources on individuals and households with the greatest need and to target areas of greatest unmet need including the development of new low and very low income rental units, the preservation of existing affordable multi-family projects, the rehabilitation of existing low and very low income single family homes, and first-time homebuyer assistance citywide.
- Allows the City the ability to generate a local funding source that can be used to leverage State and

Federal dollars available to develop affordable rental housing.

- Reduces program administration burdens associated with for-sale affordable programs that are costly to administer and monitor.
- Provides the City greater flexibility to target funding and support projects that best meet infill, sustainability, compact development goals, that use land use resources most efficiently.

Fees collected in-lieu of providing the required ten (10) percent low income single family units will be deposited into the city's Housing Trust Fund utilized to provide affordable housing city-wide as determined by the City Council.

On June 7, 2016, staff held a workshop on affordable housing with the City Council to discuss City-wide policies and approaches. While the Council expressed a desire to have further discussions regarding affordable housing, they indicated support for use of in-lieu fees for those projects currently in the review process for which in-lieu fees were a proposed consideration.

Fees, Reimbursements and Infrastructure Requirements

The project Development Agreement and Conditions of Approval set forth the various fees, reimbursements, and infrastructure requirements for the project (Attachments 6 and 7). The project site is not located within the boundaries of the Spring Lake Specific Plan and as such is not subject to the payment of fees under the Spring Lake Capital Improvement Program (CIP), except as required to contribute to the Project's fair share contribution for downstream wastewater and drainage facilities impacts. This contribution amount is \$1,266,591. The subject fees are outlined in Exhibit D to the Development Agreement. Other reimbursements include payments owed to the existing Standard Pacific project for utility improvements and a fair share contribution to the West Regional Pond, totaling \$486,282. The project is subject to the citywide Development Impact Fees, including citywide park fees totaling \$26,032 per unit. Additionally, the City and Developer have negotiated terms of a Development Agreement that includes payment of additional fees specific to the project. These project specific fees include road improvement fee, fire operations and maintenance, public transit as well as an in-lieu fee for an affordable housing contribution. Additional fees levied on the project are categorized as Project Public Benefit fees and include the following:

General Purpose Fee	\$12,700 per unit	General Purpose Fee to City of Woodland for unrestricted use, to fund public improvements
Highway 113 Bicycle/ Pedestrian Overcrossing Fee	\$1,100 per unit	Fee for bicycle and pedestrian connectivity and enhancement projects such as a Highway 113 bicycle/pedestrian overcrossing.
Public Art	\$82 per unit (\$15,000 value)	Obligation may be met either by installation of public art within on-site park, or through payment of in lieu fee of \$82.00 per unit.
Improvements to Gibson Road/Matmor Road Intersection	TBD based upon construction cost	Developer shall complete construction of improvements to the intersection of Gibson Road/Matmor Road, converting the current five-phase signal to an eight-phase signal. Developer shall receive credit against the Road Development Impact Fee.
Landscaping Improvements to South Side of Sports Park Drive	\$160,000 in improvement costs	Developer shall improve the south side of Sports Park Drive between East Street and east property line, through the installation of landscaping and irrigation within an area 20 feet south of the path.

The General Purpose fee and pedestrian overcrossing fee include payments totaling \$13,800 per unit which may be allocated to fund needed public improvements such land acquisition and development of a fire station as well as contribution to bike/pedestrian improvements.

The project, as conditioned, will provide improvements to East Street to include two lanes with adjacent Class II bike paths on each side and a 10 foot wide walking path on the east side of the street with an additional landscaping. Further, the project will be required to widen and complete improvements along the north side of Sports Park Drive and to provide landscaping along the south side of Sports Park Drive and to complete necessary improvements across the adjacent Forrest property as described below.

Forrest Property

The project site forms the north and east borders of the approximately two-acre Forrest property located at the northeast corner of East Street and CR 24A. The Forrest property contains two single-family residences and is zoned and designated for GC use. The Forrest property does not include a zone change and is not included as part of the proposed project. The proposed project includes masonry privacy fencing along the Forrest property to provide a buffer. It should be noted that past conceptual design work has shown that the Forrest property could be developed with either commercial or residential uses at a future date. The design of the East Street improvements, along the Forrest property west frontage, has been modified to accommodate the Forrest property. Depending on the alignment of the right-of-way for Sports Park Drive, additional trees may be needed to be removed along the Forrest property south frontage.

Recommendation:

Staff recommends that the City Council take action on the following:

1. Adopt Resolution No. _____, certifying the Environmental Impact Report (EIR), adopting Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP); and
2. Adopt Resolution No. _____, amending the General Plan Land Use Diagram from General Commercial (GC) to Low Density Residential (LDR), 3-8 dwelling units/acre and amending the Circulation Element to reduce the segment of East Street, located south of the County Fair Mall to CR 24A, from four lanes to two lanes; and
3. Adopt Resolution No. _____, amending the Spring Lake Specific Plan (SLSP) East Street cross-section; and
4. Introduce Ordinance No. _____, Rezoning from General Commercial (C-2) to Single Family Planned Development (R-1) and adoption of Planned Development Standards (PD); and
5. Adopt Resolution No. _____, approving Tentative Subdivision Map # 4856 to subdivide the 38-acre site into 183 residential lots and a 1.46 acre park site and approving a Conditional Use Permit for development criteria within the Planned Development Zone; and
6. Introduce Ordinance No. _____, approving a Development Agreement.

Prepared by: Cindy Abell Norris, Principal Planner
Cindy Gnos, Raney Planning & Management, Inc., Contract Planner

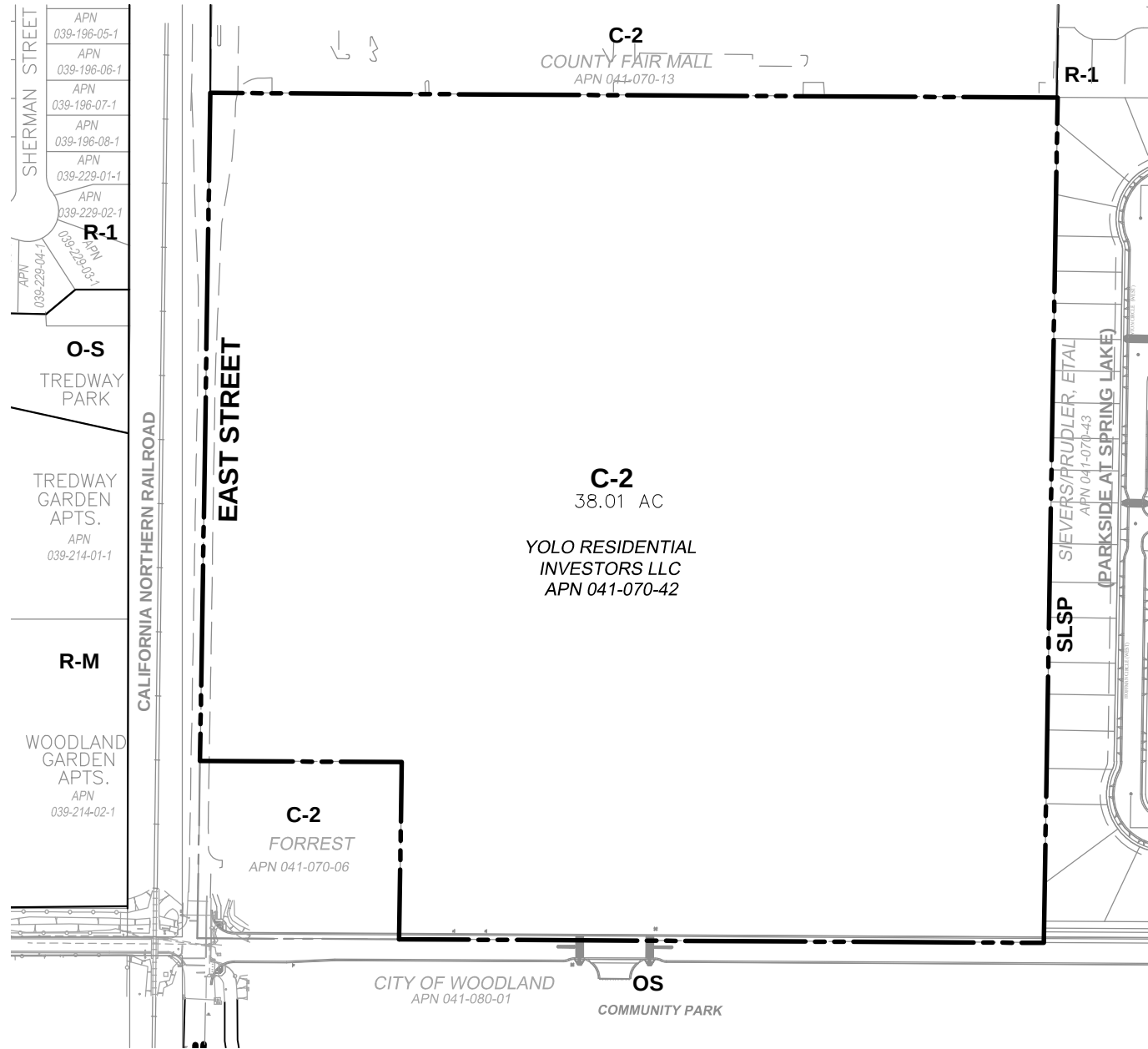
Reviewed by: Ken Hiatt, Community Development Director



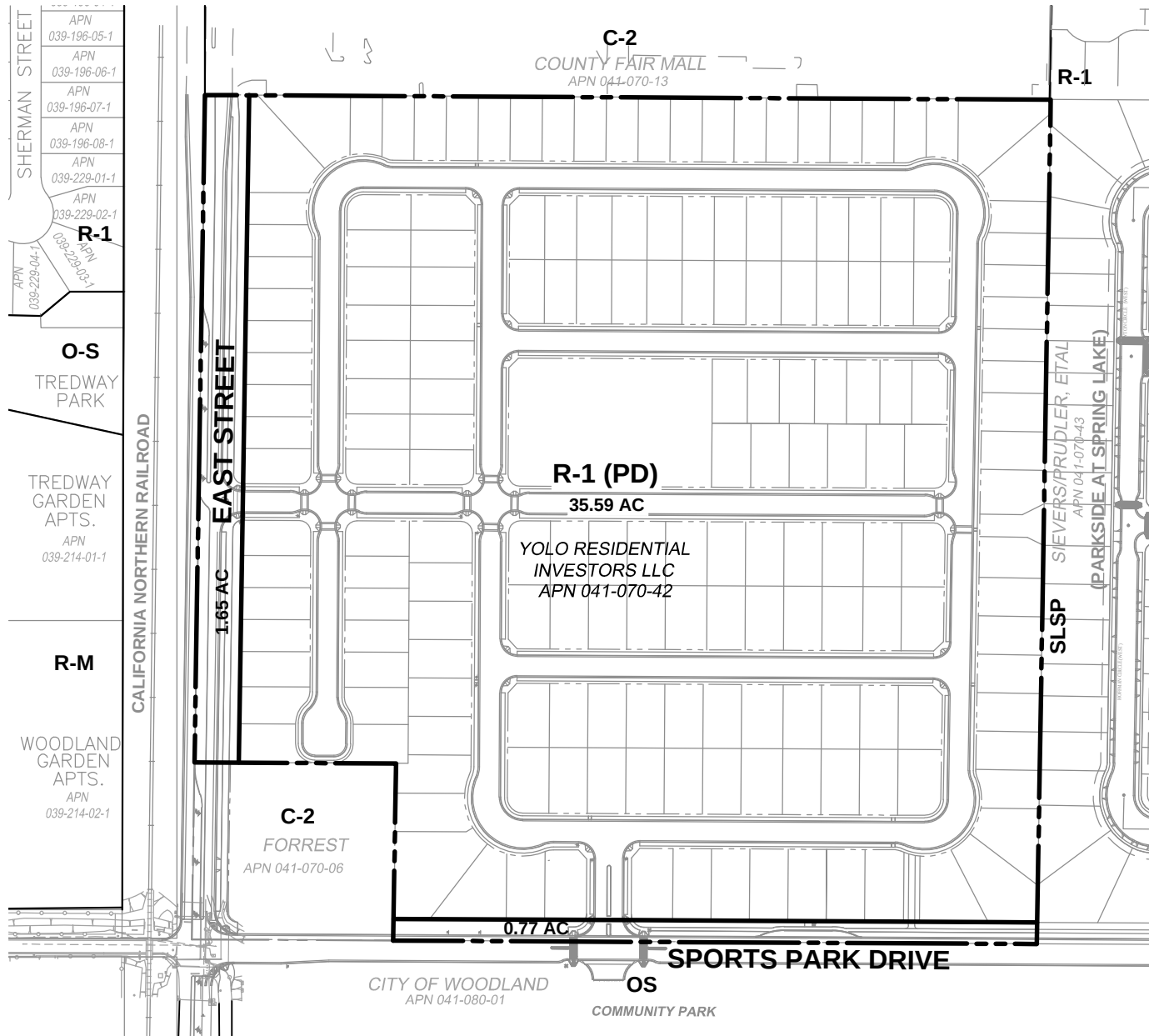
Paul Navazio, City Manager

ATTACHMENTS:

- Attachment 1 - City Council CEQA Resolution
 - Exhibit A - Finding of Fact and Statement of Overriding Considerations
 - Exhibit B - Mitigation Monitoring and Reporting Program
- Attachment 2 - City Council General Plan Amendment Resolution
 - Exhibit A - General Plan Circulation Element Amendment Exhibit
 - Exhibit B - General Plan Land Use Amendment Exhibit
- Attachment 3 - City Council Spring Lake Specific Plan Amendment Resolution
 - Exhibit A - Spring Lake Specific Plan Amendment Exhibit
- Attachment 4 - City Council Rezoning Ordinance
 - Exhibit A - Rezone Exhibit
 - Exhibit B - Planned Development Exhibit and Standards
- Attachment 5 - City Council Tentative Map and Conditional Use Permit Resolution
 - Exhibit A - Tentative Subdivision Map #4856
- Attachment 6 - City Council Development Agreement Ordinance
 - Exhibit A - Development Agreement
- Attachment 7 - Findings of Fact and Conditions of Approval
- Attachment 8 - Planning Commission Staff Report
- Attachment 9 - Letter from Legal Services of Northern California (LSNC)
- Attachment 10 - City Attorney Response to LSNC Correspondence
- Attachment 11 - Applicant's Representative's Response to LSNC Correspondence



EXISTING ZONING

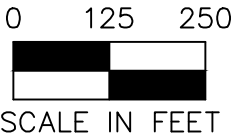


PROPOSED ZONING

ZONING SUMMARY

EXISTING LAND USE	EXISTING ZONING	AREA	PROPOSED LAND USE	PROPOSED ZONING	AREA
GENERAL COMMERCIAL	C-2	38.01 AC.	SINGLE FAMILY RESIDENTIAL	R-1 (PD)	38.01 AC.

NOTE: (PD) = PLANNED DEVELOPMENT OVERLAY



DESIGNED BY: --
DRAWN BY: AB
CHECKED BY: SG
SCALE
1" = 250'

CECWEST.COM
Project Planning ■ Civil Engineering ■ Landscape Architecture
Sacramento Office ■ 2120 20th Street, Suite Three Sacramento, CA 95818 (916) 455-2026
Davis Office ■ 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026

CITY OF WOODLAND

TENTATIVE SUBDIVISION MAP NO. 4856
RE-ZONE EXHIBIT
PRUDLER

CALIFORNIA

SHEET
1
OF
1
DATE: 03/30/2016
JOB NO: 984.05



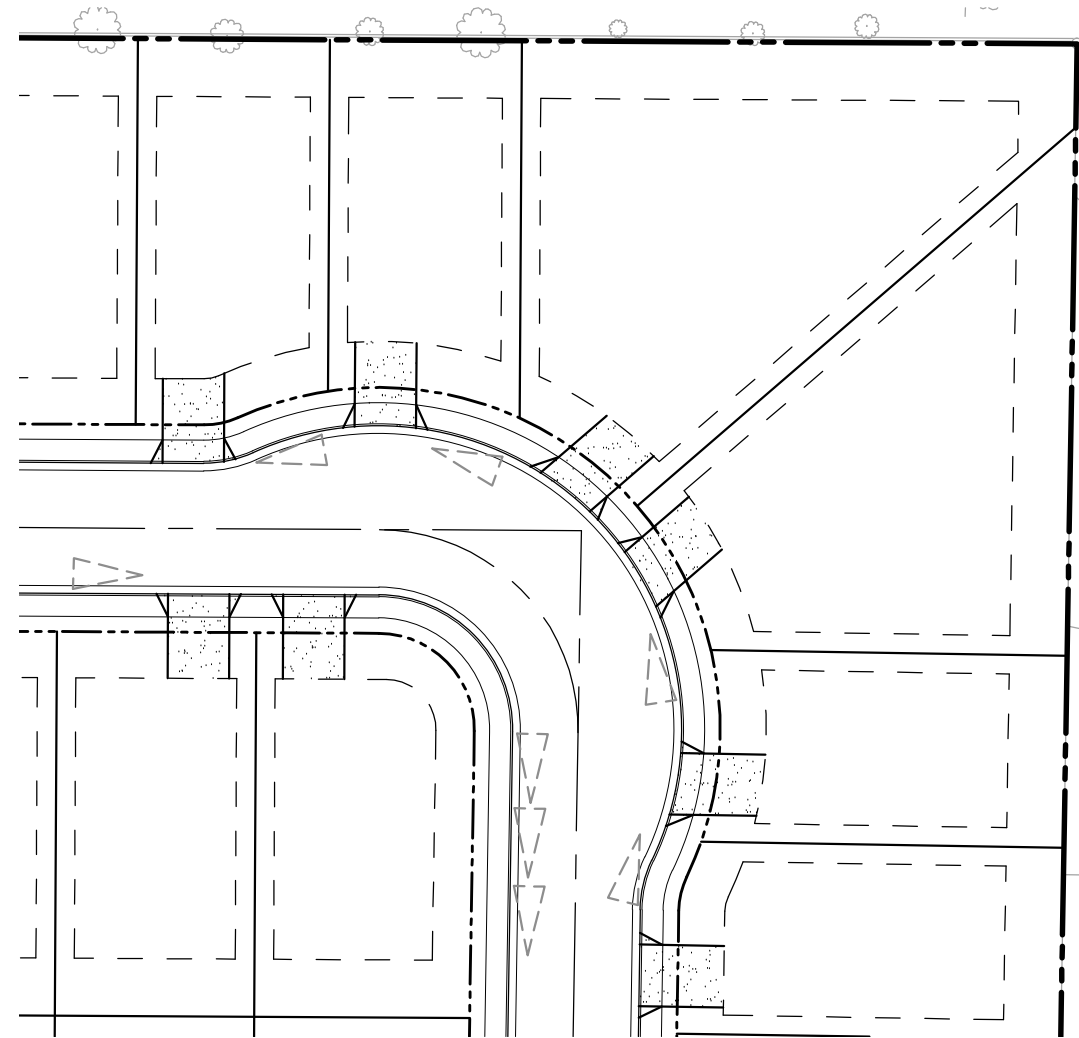
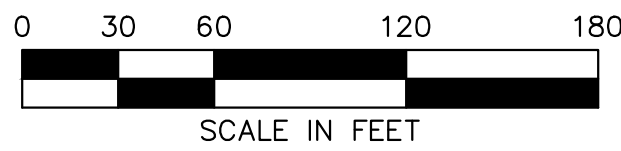
NOTES:

- EACH SINGLE FAMILY RESIDENCE SHALL DEMONSTRATE DEDICATED SPACE FOR THREE WASTE BINS (TRASH, RECYCLE & GREEN WASTE).
- ALL RESIDENTIAL UNITS SHALL BE PROTECTED BY AN AUTOMATIC SPRINKLER SYSTEM.
- CUL-DE-SACS SHALL MEET THE MINIMUM CITY REQUIREMENTS FOR TURNING RADIUS.
- ALL INTERSECTIONS SHALL MEET CITY TURNING RADIUS FOR FIRE APPARATUS.
- STREET WIDTHS SHALL BE SUCH THAT THERE WILL BE CLEAR, DRIVEABLE WIDTH OF 20'. IF THERE IS NOT CLEAR WIDTH OF 20', RED CURB PAINTING AND "NO PARKING - FIRE LANE" SIGNAGE SHALL BE INSTALLED.
- FIRE HYDRANTS WITH "BLUE LIGHT PAVEMENT MARKINGS" SHALL BE INSTALLED PER CITY OF WOODLAND STANDARDS.
- LIGHTING SHALL BE PROVIDED FOR SECURITY TO RESIDENTS, YET NOT INTRUSIVE (i.e. MOTION SENSOR LIGHTING FOR PORCHES).
- STREETS AND HOUSES SHALL BE DESIGNED TO ENCOURAGE INTERACTION BETWEEN NEIGHBORS.
- PLANTING ADJACENT TO PRIVACY WALLS SHALL MINIMIZE ACCESS FOR GRAFFITI.
- POSTAL CLUSTER BOXES SHALL BE LOCATED IN WELL-LIGHTED PLACES AND HIGHLY VISIBLE.
- LANDSCAPING SHOULD BE OF THE TYPE AND LOCATION TO ALLOW NATURAL SURVEILLANCE. SECURITY PLANTING MATERIALS ARE ENCOURAGED ALONG FENCE AND PROPERTY LINES AND UNDER VULNERABLE WINDOWS.
- IF A PATHWAY IS CREATED BEHIND THE RESIDENTS, GRAFFITI-DETERRENT SURFACES SHOULD BE CONSIDERED FOR WALLS (i.e. PLANTING AND GRAFFITI SHIELD PAINT).

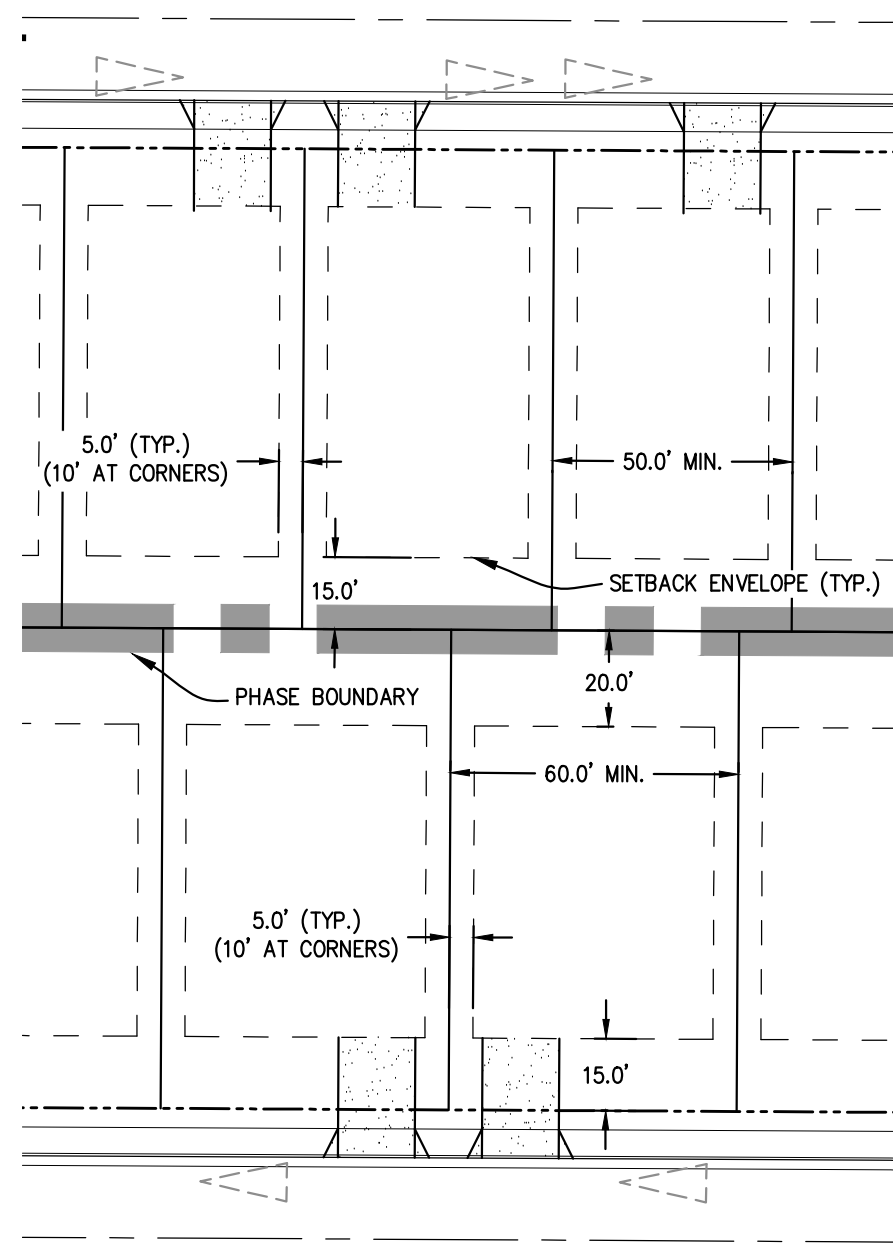
- THE PROJECT MUST MEET ALL CRITERIA AND MANDATES FOR THE FOLLOWING CITY-ADOPTED CODES:
 - 2007 BUILDING CODE
 - 2007 PLUMBING CODE
 - 2007 CALIFORNIA MECHANICAL CODE
 - 2007 CALIFORNIA ELECTRICAL CODE
 - THE CODE OF THE CITY OF WOODLAND
- APPLICATIONS FOR WHICH NO PERMIT IS ISSUED WITHIN 180 DAYS FOLLOWING THE DATE OF APPLICATION WILL EXPIRE. PLANS AND OTHER DATA MAY BE RETURNED TO THE APPLICANT OR DESTROYED BY THE BUILDING OFFICIAL.
- PUBLIC LANDSCAPE DESIGN ON SPORTS PARK DRIVE SHALL BE COMPATIBLE TO THE EXISTING LANDSCAPING ON SPORTS PARK DRIVE.
- THE LOCATION OF ON-SITE UTILITIES, SUCH AS TRASH ENCLOSURE FOR BINS, METERS AND POSTAL BOXES, SHOULD BE LOCATED ON-SITE TO CLEARLY SHOW IMPACT TO STREET TREE PLANTING AND IMPERVIOUS SURFACING.

LEGEND

PROPOSED ON-STREET PARKING LOCATION (SEE TYPICAL DETAILS)



TYPICAL ELBOW ON-STREET PARKING SPACES
N.T.S.



TYPICAL MINIMUM BUILDING SETBACKS
AND TYPICAL ON-STREET PARKING LOCATIONS
N.T.S.

PLANNED DEVELOPMENT STANDARDS

FEATURES	PROPOSED DIMENSIONS	
	PHASE 1	PHASE 2
AVG. LOT AREA	6,464 sq. ft.	5,476 sq. ft.
MIN. LOT AREA	5,604 sq. ft.	4,562 sq. ft.
AVG. WIDTH AT SETBACK	61'	53'
MIN. WIDTH AT SETBACK	41'	49'
AVG. LOT DEPTH	102'	100'
MIN. LOT DEPTH	91'	86'
MIN. CORNER LOT WIDTH	65'	55'
MIN. FRONTAGE AT FRONT PROPERTY LINE	34'	38'
LOT COVERAGE (MAX %)	50%	50%
MIN. FRONT SETBACK TO HOUSE	15'	12'
MIN. FRONT SETBACK TO GARAGE	22'	20'
MIN. SETBACK OF GARAGE FROM HOUSE FRONT	3'	3'
CORNER SIDE SETBACK	10'	10'
INTERIOR SIDE SETBACK	5'	5'
REAR SETBACK	20'	15'
HEIGHT LIMITATIONS	30'	30'
MIN. DRIVEWAY LENGTH	22'	20'

DESIGNED BY: AB
DRAWN BY: AB
CHECKED BY: SG
SCALE: AS SHOWN

APPROVED: [Signature]
DATE: [Blank]
REVISIONS: [Blank]

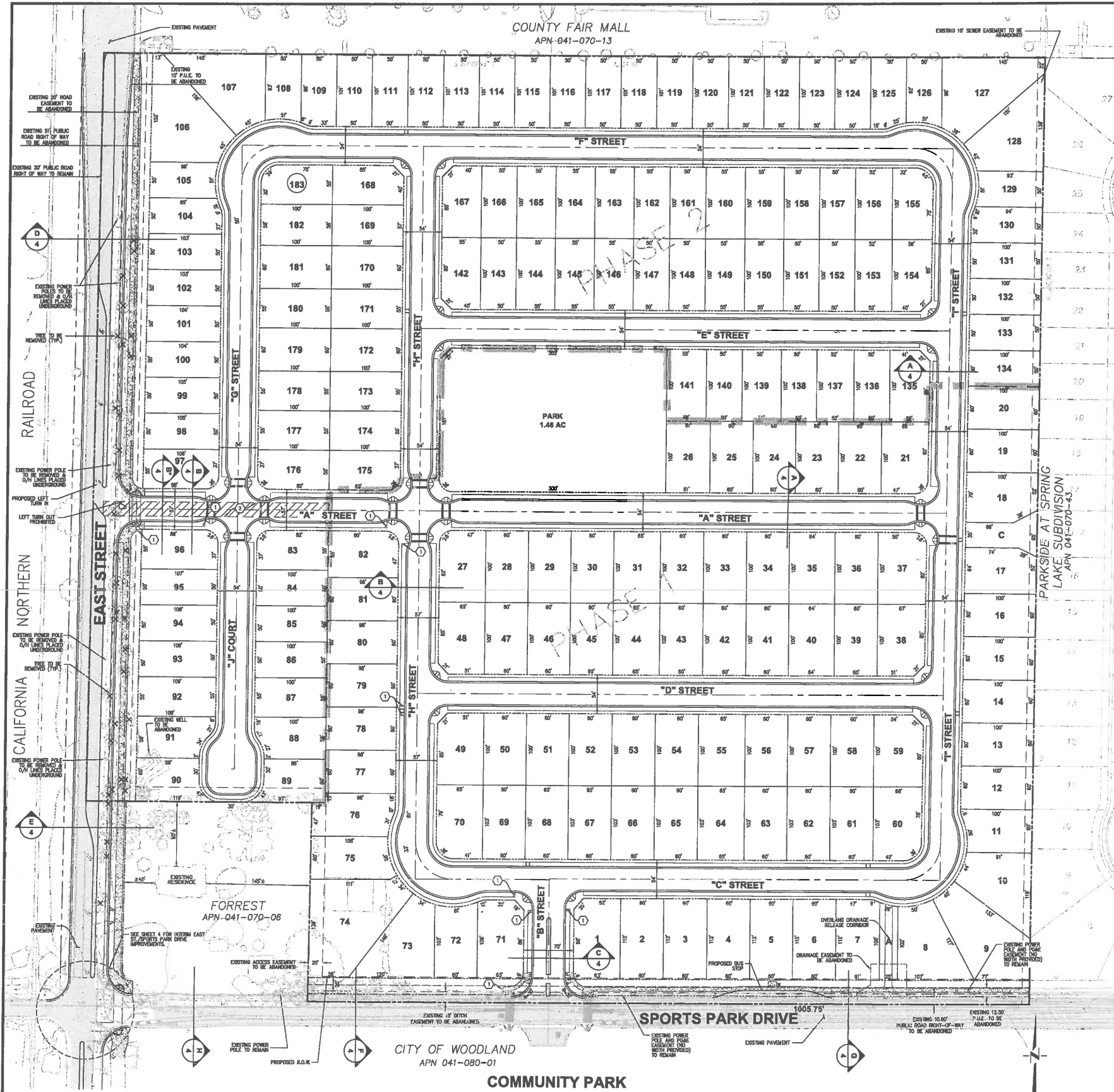
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Project Planning - Civil Engineering - Landscape Architecture
2200 20th Street, Suite 200
Sacramento, CA 95818
(916) 455-2026

CUNNINGHAM & UNICE ENGINEERS
CALIFORNIA

PRUDLER
TENTATIVE SUBDIVISION MAP NO. 4856
PLANNED DEVELOPMENT EXHIBIT

WOODLAND

SHEET 1 OF 1
DATE: 03/30/2016
JOB NO: 984.05



LAND USE SUMMARY

USE	ACRES	UNITS	DENSITY
SINGLE FAMILY DETACHED - PHASE 1	16.87	82	4.86 du / ac
SINGLE FAMILY DETACHED - PHASE 2	17.26	101	5.85 du / ac
EAST STREET / SPORTS PARK DRIVE	2.42		
PARK	1.46		
TOTAL:	38.01	183	5.36 du / ac*

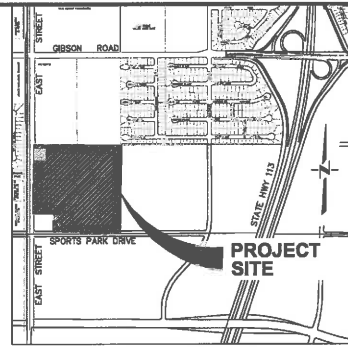
*OVERALL DENSITY IS EQUAL TO TOTAL NUMBER OF LOTS DIVIDED BY SUM OF PHASE 1 AND PHASE 2 ACREAGES (EXCLUDES SPORTS PARK DRIVE / EAST STREET DEDICATIONS AND PARK ACREAGE).

KEYNOTES:

- "PEDESTRIAN ACCESS TO EAST STREET" OR "PEDESTRIAN ACCESS TO SPORTS PARK DRIVE" DEDICATIONS SHOWN (SEE SHEET 4 FOR DETAIL)
- TEMPORARY ALL-WEATHER EMERGENCY VEHICLE ACCESS ROAD TO BE CONSTRUCTED WITH PHASE 1 IMPROVEMENTS. ROAD WILL BE PROTECTED WITH APPROPRIATE BOLLARDS AND SIGNAGE.

EASEMENTS TO BE ABANDONED:

- 15' DITCH EASEMENT PER 1982 O.R. 710, EASEMENT OUTLINED, 2009, BY THE YOLO COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT TO THE CITY OF WOODLAND PER DOCUMENT 2009-009124 AS RECORDED BY THE YOLO COUNTY RECORDER'S OFFICE.
- 20' ROAD EASEMENT PER 1744 O.S. 276.
- 20' ACCESS EASEMENT PER BOOK 8, PAGE 5 OF PARCEL MAPS.
- 10' PUBLIC UTILITY EASEMENT PER BOOK 1998, OF MAPS, PAGE 11-13.
- 10' SEWER EASEMENT PER BOOK 1998, OF MAPS, PAGE 11-13.
- 51' PUBLIC ROAD RIGHT OF WAY PER BOOK 1998, OF MAPS, PAGE 11-13.
- 10.00' RIGHT-OF-WAY DEDICATION PER DOC# 2010-0019616.
- 12.5' PUBLIC UTILITY EASEMENT PER DOC# 2011-0024082.
- DRAINAGE EASEMENT PER DOC# 2011-0024083.



OWNER:
YOLO RESIDENTIAL INVESTORS LLC
401 WATT AVENUE, SUITE 3
SACRAMENTO, CALIFORNIA 95864
(916) 425-3080

DEVELOPER:
YOLO RESIDENTIAL INVESTORS LLC
401 WATT AVENUE, SUITE 3
SACRAMENTO, CALIFORNIA 95864
(916) 425-3080

CIVIL ENGINEER:
CUNNINGHAM ENGINEERING
2940 SPAFFORD STREET, SUITE 200
DAVIS, CALIFORNIA 95618
(530) 758-2026

ASSESSORS PARCEL NO.:
041-070-042-000

AREA:
38.01 ACRES, 183 LOTS

ZONING:
C-2 (EXISTING)
R-1 WITH PLANNED UNIT OVERLAY (PROPOSED)

USE:
GENERAL COMMERCIAL,
MALL EXPANSION SITE (EXISTING)
PLANNED UNIT DEVELOPMENT,
SINGLE FAMILY RESIDENTIAL (PROPOSED)

FLOOD ZONE:
ZONE X PER COMMUNITY PANEL NO.
0611300445H DATED 05/16/2012

**DOMESTIC WATER, SANITARY
SEWER AND DRAINAGE:**
CITY OF WOODLAND

ELECTRICITY & GAS:
PG & E

CABLE TELEVISION:
CHARTER COMMUNICATIONS

NOTES:

- THE STREET NAMES SHOWN ON THIS MAP ARE FOR PLANNING PURPOSES ONLY. FINAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND.
- THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
- THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.
- LOT "B" NOT USED.

PROJECT PHASING:

THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

SECOND UNITS:

10 & (21 UNITS) OF THE R-1 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

LOT SIZES:

THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR. THE DEVELOPER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.

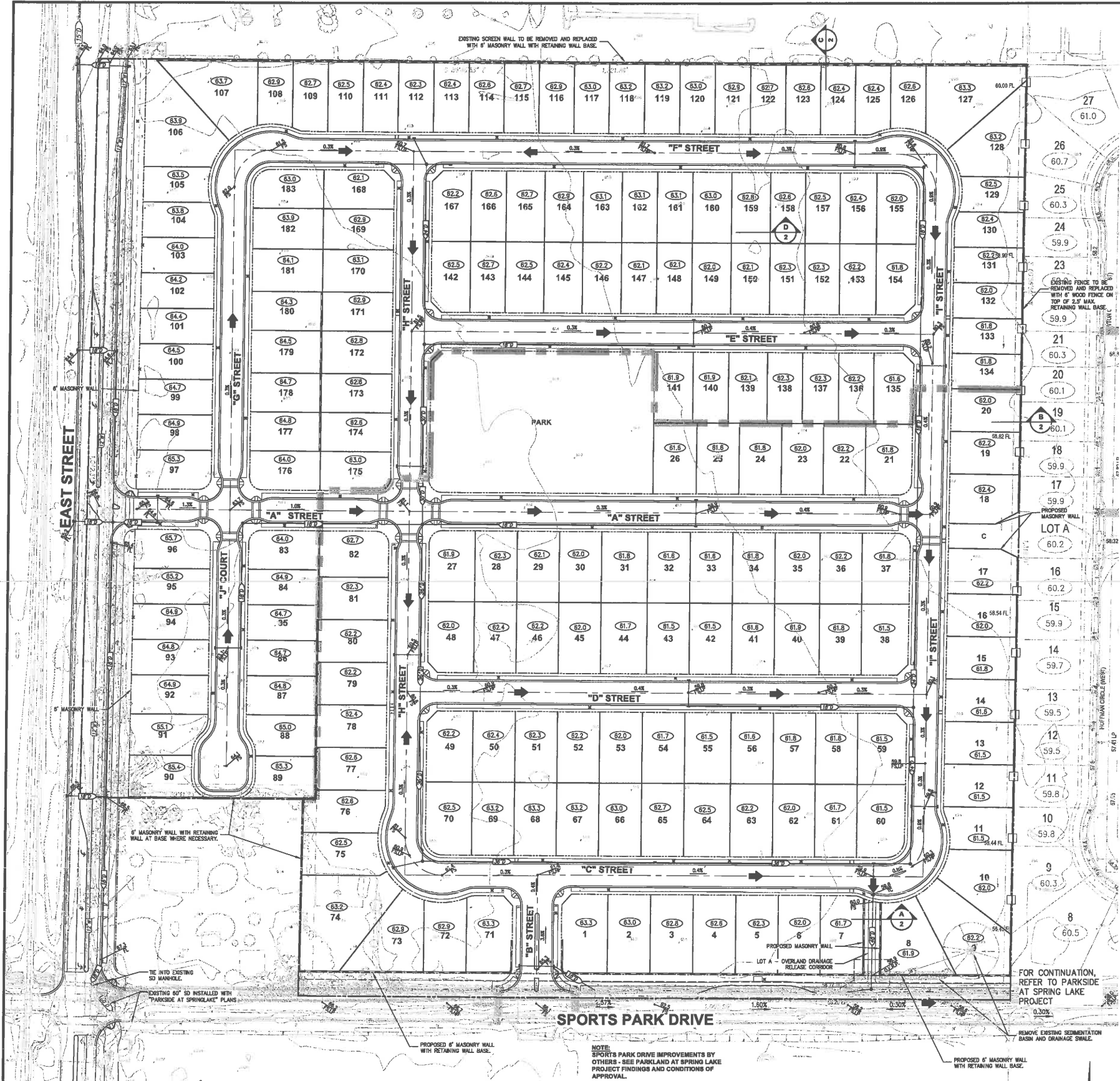
SHEET INDEX:

- 1 STREET AND LOTTING PLAN
- 2 GRADING & DRAINAGE PLAN
- 3 UTILITY PLAN
- 4 STREET SECTIONS AND DETAILS

PRUDLER
TENTATIVE SUBDIVISION MAP NO. 4856
STREET AND LOTTING PLAN

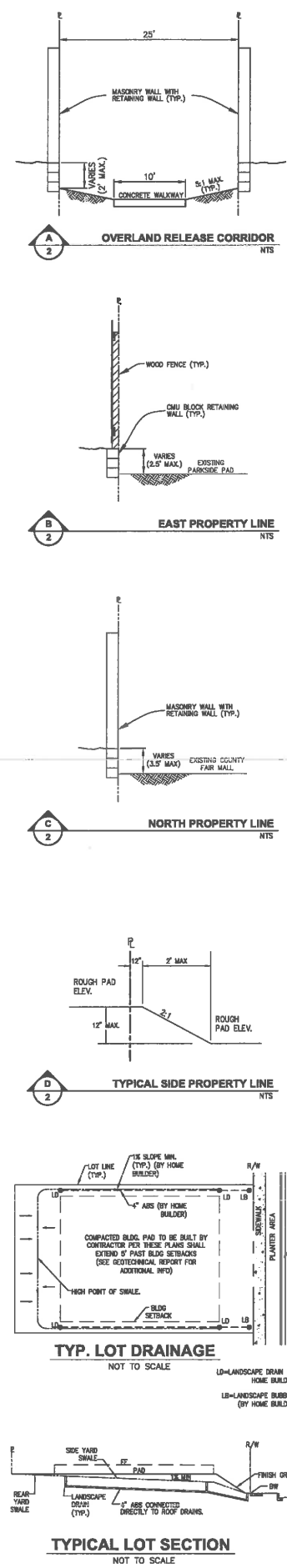
SHEET
1
OF
4
DATE: 03/30/16
JOB NO: 984.05

WOODLAND CALIFORNIA



LEGEND			
	ORIGINAL GRADE		DRAIN PIPE, SIZE AND FLOW DIRECTION
	PAD GRADE		DRAIN MANHOLE
	LOT NUMBER		DIRECTION OF DRAINAGE OVERLAND RELEASE
	STREET GRADE AND DIRECTION		MODULAR BLOCK RETAINING WALL
	FINISH GRADE ELEVATION		FENCE ON 2' RETAINING WALL
	DRAIN INLET		

NOTE:
SPORTS PARK DRIVE IMPROVEMENTS BY OTHERS - SEE PARKLAND AT SPRING LAKE PROJECT FINDINGS AND CONDITIONS OF APPROVAL.

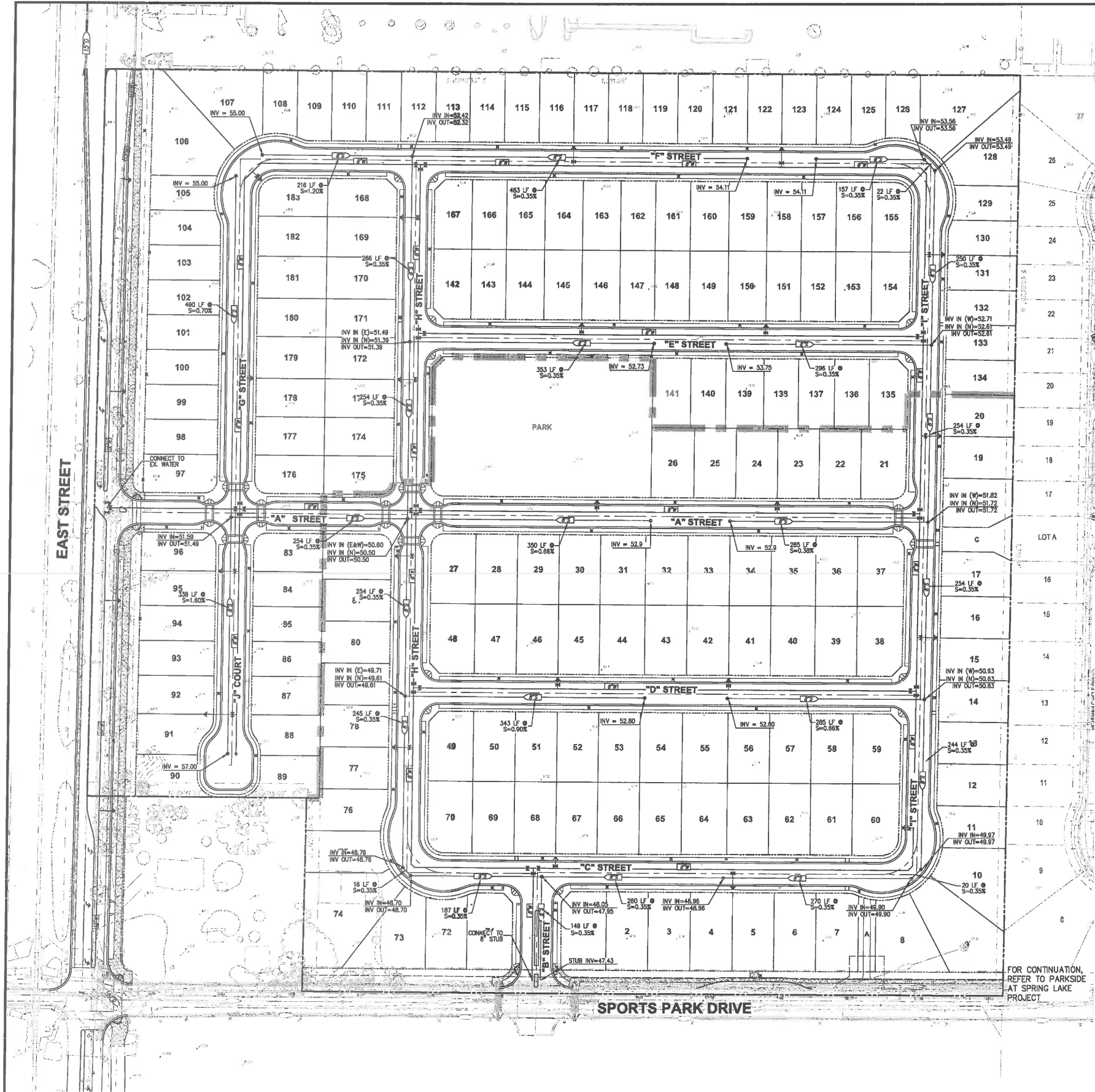


DESIGNED BY: AB
DRAWN BY: LE/AB
CHECKED BY: SG
SCALE: AS SHOWN

APPROVED BY: [Signature]
DATE: [Blank]
NO. [Blank]
DATE [Blank]
REVISIONS [Blank]

CECNET.COM
Project Planning & Civil Engineering & Landscape Architecture
1000 Office
2940 Spafford
Sacramento, CA 95833
(916) 452-2000

CALIFORNIA
WOODLAND
SHEET 2
OF 4
DATE: 02/30/16
JOB NO: 384.05

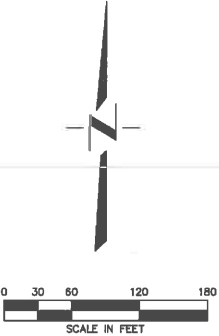


SANITARY SEWER SYSTEM

EACH PARCEL WILL BE CONNECTED TO THE PUBLIC ON-SITE SANITARY SEWER SYSTEM DESIGNED IN ACCORDANCE WITH CITY STANDARDS. SEWER FLOWS WILL BE CARRIED TO SPORTS PARK DRIVE AND CONNECTED TO THE NEW WASTEWATER CONVEYANCE SYSTEM INSTALLED BY THE ADJACENT PARKLAND AT SPRING LAKE SUBDIVISION PROJECT. IN ACCORDANCE WITH THE SLSIP INFRASTRUCTURE STUDY REPORT, THE NEW CONVEYANCE SYSTEM INSTALLED BY THE PARKLAND AT SPRING LAKE PROJECT COLLECTS FLOWS FROM THE SPRING LAKE SPECIFIC PLAN AND REMAINDER MASTER PLAN AREAS WEST OF HIGHWAY 113 AND IS CONVEYED TO THE EAST USING AN EXISTING SLEEVE UNDER HIGHWAY 113. THESE FLOWS ARE CONNECTED TO THE SPRING LAKE SEWER MAINS IN FARMER'S CENTRAL ROAD EAST OF HIGHWAY 113 AND CARRIED TO THE SLSIP SEWER PUMP STATION AT FARMER'S CENTRAL ROAD AND MEIKLE AVENUE.

WATER DISTRIBUTION SYSTEM

AN ON-SITE PUBLIC LOOPED WATER DISTRIBUTION SYSTEM HAS BEEN DESIGNED TO PROVIDE WATER SERVICE TO EACH PARCEL AND ADEQUATELY SUPPLY THE REQUIRED FIRE FLOWS PER CITY AND FIRE DEPARTMENT STANDARDS. THE ON-SITE LOOPED WATER SYSTEM WILL HAVE TWO POINTS OF CONNECTION TO THE CITY SYSTEM: 1) CONNECTION WILL BE MADE TO THE NEW WATER MAIN IN EAST STREET CONSTRUCTED AS PART OF THE COMMUNITY CENTER PROJECT AND; 2) A SECOND CONNECTION WILL BE MADE TO THE NEW WATER MAIN IN SPORTS PARK DRIVE INSTALLED BY THE ADJACENT PARKLAND AT SPRING LAKE PROJECT.



LEGEND

- 204 LOT NUMBER
- 120" WATER PIPE AND SIZE
- 1" FIRE HYDRANT ASSEMBLY
- 12" SEWER PIPE, SIZE, AND DIRECTION OF FLOW SEWER MANHOLE
- INV=30.1 SEWER INVERT ELEVATION
- S=0.35% SEWER PIPE SLOPE
- x STREET LIGHT

DESIGNED BY: **AB**
DRAWN BY: **LE/AB**
CHECKED BY: **BS**
SCALE: **AS SHOWN**

NO. DATE REVISIONS

PROJECT: **PRUDLER TENTATIVE SUBDIVISION MAP NO. 4856 UTILITY PLAN**
PROJECT PLANNING: **CHL Engineering & Landscape Architecture**
2100 20th Street, Suite 200
Sacramento, CA 95811
(916) 452-2028
(916) 452-2029

CUNNINGHAM ENGINEERS
CALIFORNIA

SHEET **3** OF **4**
DATE: **03/30/16**
JOB NO: **994.05**

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF WOODLAND AND YOLO RESIDENTIAL
INVESTORS, LLC RELATIVE TO THE PRUDLER SUBDIVISION PROJECT
Draft (6-14-16)

This Development Agreement (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2016, by and between the City of Woodland, a municipal corporation of the State of California (hereinafter “City”) and Yolo Residential Investors, LLC, a California limited liability company (hereinafter “Developer”).

RECITALS

A. To strengthen the public land use planning and development process, to encourage private participation in that process, to reduce the economic risk of development, and to provide maximum utilization of resources, the Legislature enacted Government Code Section 65864 *et seq.*, which authorizes the City and any other person having a legal or equitable interest in real property to enter into a development agreement establishing certain vested development rights.

B. Developer has a legal or equitable interest in that certain real property legally described in Exhibit “A” and depicted on the map set forth in Exhibit “B”, located in the incorporated area of the City of Woodland (hereinafter the “Property”) sufficient to enter into this Agreement with City.

C. Developer desires to create and develop the Prudler Subdivision Project (hereinafter the “Project”) on approximately 38 acres in the southern portion of the City, as depicted on the map attached hereto as Exhibit “C” (hereinafter the “Project Area”). The Project would include the development of 183 single family homes on the Property.

D. Developer has applied to City for certain entitlements for development of its property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of the City.

E. The best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement

F. All of the requirements of the California Environmental Quality Act have been met with respect to the Project and the Agreement, upon the Woodland City Council’s certification of Environmental Impact Report for the Project.

G. All actions taken and approvals given by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

H. Project Approvals. City has granted Developer the following land use entitlement approvals (hereinafter “Approvals”) which are incorporated and made a part of this Agreement:

(1) General Plan Amendment to redesignate the Property from General Commercial (GC) to Low Density Residential (LDR)

(2) Spring Lake Specific Plan Amendment to modify the East Street cross-section between County Fair Mall and County Road 24A.

(3) Rezoning of the Property from General Commercial (C-2) to Single Family Residential/Planned Development (R-1 / PD)

(4) Planned Development Approval

(5) Tentative Subdivision Map #4856

(6) Conditional Use Permit for development within the PD Zone

(7) A Development Agreement by and between the City of Woodland and Developers

(8) Focused Environmental Impact Report and the Mitigation Monitoring and Reporting Program adopted therewith.

I. City and Developer contemplate that the development of the Property pursuant to this Agreement and the Approvals will result in significant benefits to City and Developer. This Agreement accordingly provides assurances to Developer that it will have the ability to develop the Property in accordance with this Agreement. This Agreement also provides assurances to City that it will receive certain public benefits. Specifically, Developer has voluntarily agreed to enter into this Agreement with the City, which provides various Public Benefits to City and its residents beyond those attainable through conditions of project approval and mitigation measures. Those Public Benefits are described in Section 2.3 of this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1 Incorporation of Recitals. Recitals A through I are hereby incorporated herein, including all documents referred to in said Recitals.

Section 1.2 Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section.

Section 1.2.1 “Adopting Ordinance” means City of Woodland Ordinance No. _____ dated _____, and effective _____, which approves this Development Agreement as required by Government Code Section 65867.5.

Section 1.2.2 “Agreement” means this Development Agreement.

Section 1.2.3 “Approval Conditions” means the terms and conditions of approval attached to the Approvals by action of the City Council.

Section 1.2.4 “Approvals” means the plans, maps, and other land use approvals approved as described in Paragraph D of the Recitals.

Section 1.2.5 “City” means the City of Woodland, a political subdivision of the State of California

Section 1.2.6 “City Council” means the City Council of the City of Woodland.

Section 1.2.7 “Commission” means the Planning Commission of the City of Woodland.

Section 1.2.8 “Development Agreement Statute” means Sections 65864 *et seq.* of the Government Code of the State of California.

Section 1.2.9 “Development Exaction” means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

Section 1.2.10 [Reserved]

Section 1.2.11 “Director” means Director of the Department of Community Development, City of Woodland, or his or her designee.

Section 1.2.12 “Effective Date” means the date of approval of the Adopting Ordinance for this Agreement.

Section 1.2.13 “General Plan” means the General Plan, including text and maps, of the City of Woodland in effect as of the Effective Date and as amended by the Approvals.

Section 1.2.14 “Lender” means the holder of any mortgage or the beneficiary of any deed of trust encumbering all or any portion of the Property.

Section 1.2.15 “MMRP” means the Mitigation, Monitoring and Reporting Plan adopted for the Project by the City Council.

Section 1.2.16 “Project” means development of the Property as approved by action of the City Council pursuant to the Approvals, including the incorporated exhibits thereto.

Section 1.2.17 “Property” means the real property described and depicted in Exhibits “A” and “B.”

Section 1.2.18 “Public Benefits” means the “non-nexus” or “beyond nexus requirements” types of benefits voluntarily provided to City by Developer that are, in whole or in part, in excess of that legally required for the Project as CEQA mitigation, but which are made legally binding by this Agreement. The Public Benefits are enumerated in Section 2.3 of this Agreement.

Section 1.2.19 “Zoning Code” means the Zoning Code of the City of Woodland in effect as of the Effective Date.

Section 1.3 Additional Defined Terms. If any of this Agreement’s capitalized terms are not defined above, then such terms shall have the meaning otherwise ascribed to them in this Agreement.

Section 1.4 Exhibits. This Agreement refers to the following exhibits, which are attached hereto and hereby incorporated into this Agreement by reference.

Exhibit

<u>Designation</u>	<u>Description</u>
A	Legal Description of the Property
B	Vicinity Map of the Property
C	Development Plan and Conditions of Approval

- D Fees, Exactions and Dedications
- E Park Improvement Requirements
- F. Universal Design Features
- G. Form of Assignment and Assumption Agreement

Section 1.5 Term of Agreement. This Agreement shall commence upon the Effective Date, and shall be in force for a period of ten (10) years thereafter (the “Initial Term”), unless extended or terminated as provided herein. Developer may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to the City no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the Developer shall have no vested right under this Agreement, regardless of whether or not Developer has paid any Development Impact Fee. Any tentative map approved by City for the Property shall have a duration co-extensive with the duration of this Agreement.

Section 1.6 Consistency with General Plan. In granting the Approvals described herein, the City Council expressly found that the Approvals are consistent with the General Plan, as amended, and further found that this Agreement is also consistent with the General Plan, as amended.

Section 1.7 Amendment to Agreement. This Agreement may be amended from time to time by mutual written consent of the parties, provided it is amended in the manner set forth in Government Code Section 65868. Either party may propose an amendment to this Agreement at any time. Any amendment to this Agreement shall be in writing and executed by the parties or their successors in interest. If the amendment only applies to a portion of the Property, then the only parties required to execute the amendment shall be the City and the then current owners of that portion of the Property affected by the amendment, provided that such amendment does not adversely affect the rights and obligations of the then current owners of the remainder of the Property under this Agreement. The parties acknowledge that under the City Zoning Code and applicable rules, regulations, and policies of the City, the Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Director of any minor modifications to the Approvals that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement.

For purposes of this Section 1.7, minor modifications shall mean any modification to the Project that does not relate to: (i) the term of this Agreement; (ii) permitted-uses of the Project; (iii) density or intensity of use; (iv) provisions for the reservation or dedication of land; (v) conditions, terms, restrictions or requirements for subsequent discretionary actions; or (vi) monetary contributions by Developer, and may be processed under CEQA as exempt from CEQA.

Section 1.8 Assignment.

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

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

(b) Concurrent with any such sale, transfer or assignment, Developer shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in substantially the form incorporated herein as Exhibit “G”, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of OWNER under this Agreement.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Developer under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 0, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

Release of Transferring Developer. Notwithstanding any sale, transfer or assignment, a transferring Developer shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring Developer is given a release in writing by City (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall

be provided by City upon the full satisfaction by such transferring Developer of the following conditions:

(a) Developer no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Section 1.9(b) above.

(d) The purchaser, transferee or assignee provides City with security equivalent to any security previously provided by Developer to secure performance of its obligations hereunder.

Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

Section 1.9 Private Project. The parties confirm and agree that the development of the Property with the Project is a private project by the Developer; City has no interest therein except as authorized in the exercise of its governmental functions.

Section 1.10 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

Section 1.11 Consideration. The City and Developer acknowledge and agree that the City's agreement to perform and abide by the obligations of City set forth herein, including the issuance of the Approvals, is material consideration for Developer's agreement to perform and abide by the obligations of Developer set forth herein.

Section 1.12 Automatic Termination as to Residential Lots / Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such single-family residential lot and conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such single-family residential lot and dwelling unit, City shall confirm that all improvements that are required to serve the residential lot, as determined by City, have (1) been

accepted by City, or (2) in the discretion of the City, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single-family residential lot as provided for in this Section 1.12 shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Approvals applicable to the remainder of the Project at the Property.

ARTICLE 2 DEVELOPER'S OBLIGATIONS

Section 2.1 Property Development. If the Property is developed, it shall be developed according to the Approvals. Except as may be specifically provided elsewhere in this Agreement, Developer has no affirmative obligation to commence development of the Property or to develop it at a specified rate once the development has commenced. No modification of the City's ordinances, resolutions, policies, rules or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the Project Area, shall apply to the Property.

Section 2.2 Waiver. Developer knowingly and specifically waives its right or rights to challenge by any legal action or other proceeding, at any time during the duration of this Agreement, the question of whether or the extent to which there is any nexus or rough proportionality between any obligation imposed on Developer by the Approvals or by this Agreement. Developer further agrees, and knowingly and specifically waives, its right or rights to challenge by any legal action or other proceeding, at any time during the duration of this Agreement, City's ability to impose any fee, assessment, tax, charge, or land dedication provided for within this Agreement.

Section 2.3 Public Benefits. Developer has offered, and City has accepted, the Public Benefits described in this Section and as further provided in Exhibit D. City and Developer agree that the items described herein are contributions that are in whole or in part in excess of those that the City could otherwise require of Developer. The following Public Benefits offered by Developer are made binding by this Agreement as identified in this Section and in Exhibit "D":

2.3.1 Park Facilities and Fees. Developer shall satisfy its entire park land dedication obligations under the state Quimby Act (*Government Code* §66477) and Chapter 21, Article 12 of the Municipal Code through a combination of the dedication of the approximately 1.46 acre parcel shown on Exhibit C to the

City for park purposes, and the construction of park facility improvements to this park parcel, as described in Exhibit E.

2.3.2 Single Story and Model Homes. Developer shall construct a single-story model home for each of the two lot sizes within the Property (R-5 and R-8). In addition, the Project shall construct at least ten percent (10%) of the homes within the Property as single-story floor plans.

2.3.3 Universal Design. Developer shall emphasize universal design features in the development of the Project, incorporating measures set forth in Exhibit “F” to this Agreement.

2.3.5 Solar and Energy Savings. All homes within the project shall be solar ready (including an electric vehicle charging receptacle in each garage) and a minimum of 10% of the homes shall have solar installed (1.5 kW system). If so desired, the applicant may submit to the Community Development Department for consideration an equivalent alternative energy saving feature(s) to solar for consideration prior to the issuance of building permits. All homes shall provide electric charging facilities in the garages.

2.3.6 Inclusionary Housing. Prior to approval of first final map and improvement plan package to City, Owner and City shall enter into an Inclusionary Housing Agreement of The Project shall satisfy the 10% single family inclusionary obligation through the payment of Affordable Housing In Lieu fee, in the amount set forth in Exhibit “D” to this Agreement.

ARTICLE 3 CITY OBLIGATIONS

Section 3.1 Vested Rights of Developer. City agrees that the right to develop the Project Area at the Property in a manner consistent with the Approvals is vested in the Developer by this Agreement (as explained in Article 4) without further action by Developer for the duration of this Agreement, and any extensions thereof. The permitted development shall be as set forth in the Approvals. After this Agreement expires, Developer's vested rights, as described herein, shall expire, whether or not the permitted uses allowed by the Approvals have been fully exercised.

Section 3.2 Cooperation Between City and Developer. City shall cooperate in good faith with Developer in securing all state and federal permits that may be required for the development of the Project. Developer shall be responsible for applying for and obtaining approvals and permits required from other governmental agencies having jurisdiction over, or providing services to, the Project Area.

ARTICLE 4 PROJECT DEVELOPMENT

Section 4.1 Permitted Uses and Development Standards. The permitted uses, density or intensity of use, height and size of buildings and provisions for reservation and dedication of land for public purposes shall be those set forth in the Approvals and this Agreement.

Section 4.2 Vested Rights. During the Initial Term of this Agreement, and any extensions thereof, City grants Developer the vested right (“Vested Right”) to develop the Project in a manner that is consistent with the Approvals, and all development rights, obligations, terms and conditions specified therein. There shall be no change, modification, amendment, or addition to the rules, regulations and official policies, including the City General Plan in effect on the Effective Date of this Agreement, the City Zoning Code in effect on the Effective Date of this Agreement, the City Code, and all other relevant codes, ordinances, resolutions, programs, policies, rules, and regulations in effect as of the Effective Date of this Agreement (collectively the “Collective Standards”) that govern the development of the Project Area. Notwithstanding the foregoing, the City Building Code and the City Improvement Standards for public infrastructure applicable to the Project shall be those in effect at the time of development of the parcel or building or item of public infrastructure in question. The design standards for the development of the Project Area shall be those set forth in the Planned Development adopted as part of the Approvals. The Developer's Vested Rights may not be changed or modified by the City except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, unless otherwise expressly consented to in writing by Developer.

4.2.1 Approved Map Term. Notwithstanding any provision of state law or City ordinance to the contrary, all approved parcel maps, tentative subdivision maps, final maps, or any re-subdivision or any amendment to any such map shall be valid for the Initial Term of this Agreement, and any extensions thereof, as provided for in Government Code Section 66452.6.

4.2.2 Rules Regarding Permitted Uses. Except as may be provided otherwise in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate, timing and sequencing of development, the maximum height, size, and design of proposed buildings, and the provisions for reservation and dedication of land shall be those set forth in the Approvals.

4.2.3 Changes in State or Federal Law. Except as provided in Section 4.7.1 below, this Agreement shall not preclude the application of changes in City laws, regulations, plans or policies to the Project, provided the terms of

such changes are specifically mandated and required by changes in State or Federal laws or regulations.

4.2.4 Building and City Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations relating to Building Standards, in effect at the time of the approval of the appropriate building, grading, encroachment, or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

4.2.5 Existing and Subsequently Enacted Fees, Charges, Exactions, Dedications, Taxes and Assessments.

4.2.5.1 Processing Fees or Charges. Application, processing, plan review, permitting and inspection fees that are revised during the Initial Term of this Agreement, and all renewals thereof, shall apply to the Project provided that (a) such revised fees apply generally to all similar private projects or works within the City, and (b) the application of such fees to development of the Property shall only be made for those parcels or portions of the Property where a building permit has not been issued prior to the effective date of the revised fee.

4.2.5.2 Development Impact Fees, Exactions and Dedications. City agrees that Developer shall be required to pay only those development impact fees, connection or mitigation fees, or offer dedications of land, or other exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Project that are enumerated in Exhibit D to this Agreement. Impact fees are collected at building permit and subject to annual city-wide adjustment.

In addition to the Citywide Development Impact Fees included in Exhibit D, the Project shall be subject to the imposition of any additional City-wide Development Impact Fee that becomes effective after the Effective Date and to any increase, decrease, amendment, or alteration of any City-wide Development Impact Fee that becomes effective after the Effective Date. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of Developer or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation, or termination of this Agreement, and all

City-wide Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provisions of this Agreement and notwithstanding the prepayment of the City-wide Development Impact Fees set forth in Exhibit D, any increase or amendment of any City-wide Development Impact Fees, or any combination thereof.

4.2.5.3 Taxes and Assessments. Unless otherwise provided in this Agreement, the Project shall be subject to all taxes and assessments to be applied on a City-wide basis resulting from a vote of the public.

Section 4.3 Binding Effect. To the extent permitted by law, this Agreement shall be binding on any existing City or governmental agency with jurisdiction (including Joint Powers Authorities in which the City is a member agency) over the Property during the Initial Term of this Agreement and any extensions thereof.

Section 4.4 Infrastructure Improvement Plan Approval. No plans for infrastructure improvements will be approved nor construction authorized until the City Engineer signifies approval by signing all sheets of the set of plans. Plans shall be deemed ready for the City Engineer's signature once all reviewing departments and agencies have issued a Technical Approval of said plans. City agrees with Developer that all such department reviews will occur in a timely manner. The Technical Approvals of improvement plans shall be valid for a period of six (6) months from the time of receipt of the last Technical Approval issued, unless the then current City policy or ordinance provides for a longer time period.

Section 4.5 and 4.6 [intentionally left blank]

Section 4.7 Subsequently Enacted State or Federal Laws or Regulations. Nothing stated herein is intended to abridge the effect of Government Code section 65869.5, and its provision that subsequently enacted state or federal laws or regulations may require modification or suspension of provisions of this Agreement that are in conflict with such Subsequently Enacted Laws.

Section 4.7.1 Actions of State or Federal Agencies. To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including City, required by federal or state agencies or actions of City taken in good faith in order to prevent adverse impacts upon City by state or federal actions) have the effect of preventing, delaying, or modifying development of the Project or any area therein, City shall not in any manner be liable for such prevention, delay, or modification of said development. Such actions may include, but are not limited to, flood plain or wetlands designations and actions of City or regional agencies as a result thereof and the imposition of air quality measures or sanctions and actions of City or regional and local agencies as a result thereof. In such a situation, City's actions shall not be

arbitrary or capricious, and the parties shall meet and endeavor to achieve solutions that preserve the integrity of the Approvals, while to the extent feasible allow development of the Property in the manner contemplated by this Agreement. Until a determination is reached, the running of the Term of this Agreement and the Developer's obligations hereunder shall be tolled.

Section 4.8 Extension of Approvals. Pursuant to Government Code Section 66452.6, all vesting tentative subdivision maps, master parcel tentative maps, parcel maps, subdivision tentative maps, planned unit development permits, special permits, or any other maps, or land use entitlements of potentially limited duration previously, contemporaneously or subsequently approved for the Property subject to this Agreement shall be valid for a minimum term equal to the full term of this Agreement (including the Initial Term, and any renewal period resulting from exercise by Developer of the options provided for in Section 1.7.1 hereof), or for a period of thirty-six (36) months, whichever is longer, but in no event for a shorter period than the maximum period of time permitted by the Subdivision Map Act or the Government Code for such land use entitlements. The provisions of this Agreement relating to estoppel certificates shall apply to any request made by Developer to City with respect to the life of any entitlement covered by this section. Nothing in this section shall be construed to, or operate to extend the duration of this Agreement.

Section 4.9 Reconfiguration of Parcels. Developer shall have the right to file applications with City for subdivision (via parcel map), lot line adjustment, or for master parcelization of all or part of the Property with no development entitlements, for the purpose of reconfiguration of the Property. Such applications shall be processed and determined in accordance with the provisions of Section 3.2, and all other applicable provisions of this Agreement. Where reconfiguration requires a special permit, or a planned unit development designation, or other land use entitlement applicable to the Property or portion thereof which is subject to the application, City reserves the right to require such Approvals as a condition of granting the application.

Section 4.10 Health and Safety Measures. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed to limit the City's general police power to implement, based upon appropriate and adequate findings, specific measures necessary to alleviate legitimate and bona fide harmful and noxious uses, or protect against real, actual, and dangerous threats to the health and safety of City residents, in which event any rule, regulation or policy imposed on the development of the Project shall be done to the minimum extent necessary to correct such bona fide harmful and noxious uses or protect against any such real, actual and dangerous threats to the health and safety of City residents.

Section 4.11 Development Timing. This Agreement contains no requirement that Developer must initiate or complete development of any phase of the development of the Property or any portion thereof within any period of time set by City. It is the intention of this provision that Developer be able to develop the Property in accordance with Developer's own schedule; provided, however, that to the extent phasing is required by the Project's Approvals, such provision shall govern. No future modification of the City Code or any ordinance or regulation which limits the rate of development over time shall be applicable to the Property.

Section 4.12 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law, Developer and City intend that except as otherwise provided herein, this Agreement shall vest the Approvals against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Approvals, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, density and intensity of uses as set forth in the Approvals, and as further set forth in Section 2.1 above, and intend that any such resolution, ordinance, initiative or referendum shall not apply to the Approvals and the Project. Notwithstanding any other provision of this Agreement, Developer shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation, or policy that is adopted and applied on a uniform, city-wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation, or policy uniformly, equitably, and proportionately to Developer and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a city-wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property or anywhere else in the City if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not be deemed to directly concern an imminent public health or safety issue under the terms of this paragraph.

Section 4.13 Right-of-Way Acquisition. Developer shall use best efforts to obtain all necessary rights of way for public improvements prior to final map. Should the Developer be unable to acquire the necessary rights of way with a good faith effort based on a MAI (Member Appraisal Institute) appraisal, the Developer may request the City to acquire the necessary offsite right of way. In the event that the City elects to proceed with right of way acquisition, Developer shall fund all City costs to be made by Developer, and shall deposit \$200,000

prior to approval of the first final map that triggers right of way acquisition. Funds deposited by Developer pursuant to this section shall be applied by the City to acquisition costs: including but not limited to all staff time, legal time, Court cost, consultant costs, material costs, and incidentals; and the purchase price paid by the City for the rights of way in question, with all funds on deposit in excess of the purchase price and acquisition costs to be refunded to Developer. Deposit of \$200,000 shall allow the project to proceed provided that Developer has entered into an agreement and provided security for all civil improvements. If costs exceed \$200,000 developer shall be responsible for additional deposits of funds as needed.

Section 4.14 Building Permits/Model Homes. City shall make a determination regarding the construction drawing master plans for each model home (“Master Plan”) within thirty (30) days after any application for same is deemed complete by City. The term “determination” is defined as payment of plan check fees by the Developer, a full review by City of the building permit submittal package (application and plans) and the City’s delivery to Developer of either a list of corrections required for resubmittal or City approval of the submitted package for issuance of building permits. Recordation of a final map shall not be required prior to issuance of a building permit for model homes. In the event that an amendment to the City Building Code results in the need to change the Master Plan, construction of residential units pursuant to the Master Plan shall be allowed to continue for a period of three (3) months from the date City notifies Developer of the change to the City Building Code and corresponding need for changes to the Master Plan. The Statewide triennial adoption and enforcement of the California Building Codes shall occur on the date as determined by the State of California and shall be applied to those Master Plan building permits that have not been issued prior to the date set for such enforcement.

Section 4.15 Reimbursements from Others Benefited. City and Developer acknowledge that in order to facilitate orderly development, Developer may be required to pay or contribute funds, dedicate certain lands, and / or construct certain improvements or infrastructure, and / or other public facilities which might otherwise be financed through City development impact fee programs. Developer may request to enter into a reimbursement agreement, which may include an impact fee credit, prior to final map.

a. Election between Credit and Reimbursement. Developer shall receive City credits or reimbursements as identified within the policies of the applicable fee program.

b. No Limitations. Nothing in this Section is intended to or shall be construed to limit Developer from receiving any other credits, reimbursements or contributions of any kind or nature whatsoever that may arise after the Effective Date and be available to pay for all or a portion of the

costs of public infrastructure improvements, to the extent that the combined total value of the credit, reimbursement, and / or contribution does not exceed the actual cost of constructing the public infrastructure improvement.

Section 4.16 Attribution of City Fee Credits. City and Developer agree and understand that any fee credits obtained by Developer as a result of expenditures of Developer on public infrastructure improvements may be transferred or assigned by Developer to another subsequent landowner or other third party, but only in the manner provided for in each City reimbursement program that provided for the credit. The transfer of credits shall be in compliance with the requirements and provisions of the credit agreements entered into between the City and Developer that granted the fee credits in the first instance.

Section 4.17 Community Facilities District for Public Services. Developers and City shall form a Community Facilities District for the provision of public services to the Property ("Services CFD") or, upon the agreement of both parties, annex into an existing Services CFD. Formation of a new Services CFD or annexation into an existing Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311 et. seq. and all costs associated with paid for by Developer.

Funding requirements (rate and method) established by any Services CFD applicable to the Property shall be established upon the fiscal impact analysis prepared for the Project. The amount of any special tax assessment under a Services CFD shall be calculated after taking into consideration Project revenues, including but not limited to property tax revenue and real property transfer tax revenue. If the Property is annexed into an existing Services CFD, a new and separate zone of benefit shall be established for the Property.

- a. The Developer shall join the existing CFD for the operations and maintenance of the Sports Park; and
- b. The City and Developer shall form a new Community Facilities District (CFD) to pay for additional services and service deficits that will result from the project, including but not limited to maintenance costs for the new neighborhood park, new green spaces, and additional landscaping and lighting on the south side of Sports Park Drive and East Street. The CFD shall be in place prior to approval of the first final map for the project.

ARTICLE 5

BREACH OF AGREEMENT, ENFORCEMENT, TERMINATION, INDEMNIFICATION, CHALLENGES, TOLLING, RELEASE

Section 5.1 Breach/Time for Cure. Failure or delay by any Party to perform any provision of this Agreement shall constitute an event of default

("Event of Default"). For purposes of this Agreement, a party claiming that another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of an Event of Default unless such Complaining Party first gives written notice to the Party in Default and the Party in Default fails to cure such Event of Default within the applicable cure period. A Complaining Party shall give the Party in Default written notice specifying all factual grounds for the allegation of an Event of Default. If the Event of Default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to the exercise of any remedies by the Complaining Party. If the nature of the alleged Event of Default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if (1) the cure is commenced at the earliest practicable date following receipt of the notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default has received the notice) the Party in Default provides written notice to the Complaining Party that the cure cannot be practicably completed within such thirty (30) day period; and (4) the cure is completed at the earliest practicable date. In no event shall the Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. Developer shall have the right to appeal any City staff level determination that there has been an Event of Default by the Developer to the City Council. Any such appeal to the City Council must be filed within ten (10) days of Developer's receipt of the notice of default given by City staff. If no resolution of the matter is reached, the party alleging the Event of Default may institute legal proceedings to cure or remedy the Event of Default or may commence proceedings to terminate this Agreement in the event of a material default. If this Agreement is terminated following any Event of Default, such termination shall not affect the use or occupancy of any building or improvement within the Project that is completed as of the date of the termination, provided that such building or improvement has been constructed pursuant to a valid building permit issued by City. Furthermore, no termination of this Agreement shall prevent Developer from completing or occupying the building or other improvement authorized pursuant to a valid building permit previously issued by City that is under construction at the time of termination, provided that any such building or other improvement is completed in accordance with said building permit.

Section 5.2 Enforcement of Approvals Provisions. Nothing in this Agreement shall limit City's ability to enforce the provisions of the Approvals or this Agreement, as provided in Government Code Section 65865.4.

Section 5.3 Enforced Delay; Extension of Times of Performance. No party shall deem performance of the terms of this Agreement to be in breach where delays or defaults are due to war, insurrection, strikes, walkouts, riots, acts of

terrorism, floods, earthquakes, fires, casualties, acts of God, actions of other government agencies, energy shortages, fuel shortages, or enactment of conflicting state or federal laws or regulations, or new or supplementary environmental regulation enacted by the state or federal government. For such cause, City shall not unreasonably withhold a grant of an extension of time for the period of the enforced delay or longer, as may be mutually agreed.

Section 5.4 Indemnification. Developer shall indemnify, defend, and hold harmless City and each of City's officers, employees, representatives, agents, successors and assigns, from and against any and all loss, cost, expense (including but not limited to, attorneys' fees and court costs), damage, injury, liability, cause of action, or claim of any kind or character to any person or property (collectively, "Losses") related to, arising out of, or resulting from, directly or indirectly, any act, negligence, willful misconduct, or breach of any agreement of Developer or its officers, directors, affiliates, employees, agents, licensees, invitees, contractors, or subcontractors, or by any one or more persons directly or indirectly employed by, or acting on behalf of or as agent for Developer or any of Developer's contractors or subcontractors ("Developer's Related Parties") relating to, directly or indirectly, the activities contemplated by this Agreement, including development of the Property pursuant to this Agreement, which includes, but is not limited to, any losses arising from or caused by: (i) the approval of this Agreement; (ii) any use of the Property; (iii) any construction on the Property by Developer or Developer's Related Parties; (iv) any defect in the design or construction of, or materials used in, the development of the Property pursuant to this Agreement; (v) any defect in soils or in preparation of soils or in the design and accomplishment of grading; (vi) any contamination of the soils, surface water, or groundwater on or below the Property by any Hazardous Substance, or any other impact or contamination that results in, or is alleged to result in, a nuisance; (vii) any violation or alleged violation by the Developer or by the Developer's Related Parties of any law existing as of the Effective Date of this Agreement or hereinafter enacted; or (viii) the breach of any covenant or the inaccuracy or incorrectness of any representation and warranty of Developer to City under this Agreement. Developer shall defend, at its sole expense, including attorney's fees, City, its officers, agents, employees, and independent contractors in any legal action based upon such alleged acts or omissions. City may in its discretion participate in the defense of any such action.

Section 5.6 Challenge to Agreement or Approvals. In the event of any legal action instituted by a third party challenging the validity of any portion of this Agreement or the Approvals, including the proceedings taken for approval (including the requirements of the California Environmental Quality Act), or any other act undertaken by the parties hereto in furtherance of this Agreement or its terms, the parties agree to cooperate in the defense of the action. In the event City determines to defend the action itself, Developer shall be entitled, subject to court approval, to join in or intervene in the action on its own behalf, or to

advocate in favor of the validity of this Agreement or the Approvals. In the event City determines to tender the defense of the action to Developer, Developer shall defend the action on their behalf and on behalf of the City, and shall bear all attorneys' fees and costs associated with such defense from and after the date of the tender. City, however, may at any time elect to assume representation of itself. The filing of such third party legal action shall not delay or stop the development of the Property pursuant to this Agreement, unless the third party obtains a court order preventing the activity or unless Developer elects not to develop pursuant to Section 5.7 below. The City shall not stipulate to the issuance of such order without first obtaining consent from Developer, which may be withheld in Developer's absolute discretion. If any such injunction or temporary restraining order is issued, the term of this Agreement and the Approvals shall automatically be extended for a period equal to the duration of such injunction and temporary restraining order.

Section 5.7 Tolling of Term of Agreement. In the event litigation is initiated by any party other than Developer that challenges any of the Approvals for the Project or the environmental document for those Approvals and an injunction or temporary restraining order is not issued, Developer may elect to have the term of this Agreement tolled, i.e., suspended, during the pendency of said litigation, upon written notice to City from Developer. The tolling shall commence upon receipt by the City of written notice from Developer invoking this right to tolling. The tolling shall terminate upon the earliest date on which either a final order is issued upholding the challenged approvals or said litigation is dismissed with prejudice by all plaintiffs. In the event a court enjoins either the City or the Developer from taking actions with regard to the Project as a result of such litigation that would preclude any of them from enjoying the benefits bestowed by this Agreement, then the term of this Agreement shall be automatically tolled during the period of time such injunction or restraining order is in effect. In addition, in the event the action of a government agency prevents or delays the development of the Project, the term of this Agreement shall be tolled for a period of time equal to the time period during which the development of the Project was prevented or delayed by the action of such government agency.

Section 5.8 Release. Developer, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and City's agents from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with : (i) the physical condition of the Property (including without limitation, the grading and slope conditions thereof and any drainage problems, whether caused by flood, surface or underground water, or any other condition, affecting or relating to the Property); and (ii) the presence in, on, or about the Property or any surrounding property of

any Hazardous Substances caused by Developer's permitted activities. As used herein, Hazardous Substances means any substance, material or waste that is designated, classified, or regulated as being "toxic" or "hazardous" or a "pollutant," or which is similarly designated, classified, or regulated, under any law regulating Hazardous Substances.

ARTICLE 6 REVIEW

Section 6.1 Annual Report and Review. Developer shall, on each anniversary of the Effective Date, submit evidence to City of compliance with all terms of this Agreement pursuant to Government Code Section 65865.1. This annual report shall be required for compliance with the Approval Conditions and compliance with the adopted CEQA mitigation measures. Such report shall be in a form specified by City or otherwise agreed to by the parties. Based on that report and any inspections conducted by City, the City shall every twelve (12) months during the term of this Agreement make findings specifically as to the extent of good faith compliance by Developer. The City shall make reasonable efforts to provide, at least ten (10) days prior to any Planning Commission and City Council meetings held in connection with said annual review, with a copy of the City staff report concerning Developer's compliance with the terms and provisions of this Agreement. A finding of failure to comply shall be cured by Developer within a reasonable timeframe agreed to by the City and Developer. If such failure amounts to a failure to comply with this Agreement, then the provisions of Section 5.1 shall be applied. Failure by City in any given calendar year to undertake and complete its annual review of the Agreement shall constitute a finding by City that Developer is in compliance with all of the terms and conditions of this Agreement for that calendar year.

ARTICLE 7 NOTICES & TERMINATION UPON COMPLETION OF DEVELOPMENT

Section 7.1 Notices. Notices, demands, correspondence, and other communication between City and Developer shall be given if dispatched by prepaid first class mail as follows:

To City: City of Woodland
 Department of Community Development
 300 First Street
 Woodland, CA 95695
 Attn: Community Development Director

To Developer: Yolo Residential Investors
 401 Watt Avenue, Suite 2
 Sacramento, CA 95864

Attn: Mr. Paul Prudler

With a copy to: Phillips Land Law, Inc
5301 Montserrat Lane
Loomis, California 95650
Attn: George E. Phillips

A party may, from time to time, advise the other party of a new address for notices, demands, or correspondence. Notwithstanding anything to the contrary contained in this Section 7.1, all notices of a Breach of this Agreement being given pursuant to the provisions of Section 5.1 shall only be given to the other party or parties by first class prepaid certified United States mail, with return receipt requested. No party shall refuse or evade delivery of any notice.

Section 7.2 Termination Upon Completion of Development. This Agreement shall terminate contemporaneously with the Approvals in accordance with the provisions of Section 1.5 of this Agreement, and the Developer's vested rights to continue development of the Property pursuant to the Approvals shall thereupon cease.

ARTICLE 8 PROVISIONS RELATING TO LENDERS

Section 8.1 Lender Rights and Obligations.

Section 8.1.1 Prior to Lender Possession. No Lender shall have any obligation or duty under this Agreement prior to the time the Lender obtains possession of all or any portion of the Property to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges that are liabilities of Developer or Developer's successors-in-interest, but such Lender shall otherwise be bound by all of the terms and conditions of this Agreement that pertain to the Property or such portion thereof in which Lender holds an interest. Nothing in this Section shall be construed to grant to a Lender rights beyond those of the Developer hereunder or to limit any remedy City has hereunder in the event of a breach by Developer, including termination or refusal to grant subsequent additional land use Approvals with respect to the Property.

Section 8.1.2 Lender in Possession. A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges that are obligations of Developer and which remain unpaid as of the date such Lender takes possession of the Property or any portion thereof. Provided, however, that a Lender shall not be eligible to apply for or receive Approvals with respect to the Property, or otherwise be entitled to

develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of Developer hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of the Developer hereunder or entitled to enforce the provisions of this Agreement against City unless and until such Lender or successor in interest qualifies as a recognized assignee of this Agreement and makes payment of all delinquent and current City fees and charges pertaining to the Property.

Section 8.1.3 Notice of Developer's Breach Hereunder. If City receives notice from a Lender requesting a copy of any notice of breach given to Developer hereunder and specifying the address for notice thereof, then City shall deliver to such Lender, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer have committed a breach, and if City makes a determination of non-compliance, City shall likewise serve notice of such non-compliance on such Lender concurrently with service thereof on Developer.

Section 8.1.4 Lender's Right to Cure. Each Lender shall have the right, but not the obligation, for the same period of time given to Developer to cure or remedy, on behalf of Developer, the breach claimed or the areas of non-compliance set forth in City's notice. Such action shall not entitle a Lender to develop the Property or otherwise partake of any benefits of this Agreement unless such Lender shall assume and perform all obligations of Developer hereunder.

Section 8.1.5 Other Notices by City. A copy of all other notices given by City to Developer pursuant to the terms of this Agreement shall also be sent to any Lender who has requested such notices at the address provided to City pursuant to Section 8.1.3 above.

Section 8.2 Right to Encumber. City agrees and acknowledges that this Agreement shall not prevent or limit the owner of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at such owner's sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust, sale and leaseback arrangement or other security device. City acknowledges that any Lender may require certain interpretations of the Agreement and City agrees, upon request, to meet with the owner(s) of the Property and representatives of any Lender to negotiate in good faith any such request for interpretation. City further agrees that it will not unreasonably withhold its consent to any interpretation to the extent such interpretation is consistent with the intent and purpose of this Agreement.

ARTICLE 9
MISCELLANEOUS PROVISIONS

Section 9.1 Representation by Legal Counsel. Each party hereto specifically affirms that it has received and read a complete copy of this Agreement and that each party was represented by legal counsel of its own choosing, and that each party fully understands the provisions of this Agreement. In addition, the drafting of this Agreement has been the joint effort and the result of negotiation between the parties and their legal counsel. Any rule or principle that a document should be strictly construed against the drafting party will therefore be inapplicable. Accordingly, this Agreement shall not be construed against any party hereto.

Section 9.2 Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

Section 9.3 Entire Agreement. This Agreement, together with the documents incorporated by reference and the exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

Section 9.4 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of any party at any time, the other party or parties shall promptly execute, file or record any required instruments and writings reasonably necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 9.5 Covenant of Good Faith and Fair Dealing. No party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement. Each party shall refrain from doing anything which would render its performance under this Agreement impossible, and each party shall do everything that this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement. Whenever the consent or approval of a party is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.

Section 9.6 No Waiver. No delay or omission by a party in exercising any right or power accruing upon a non-compliance or failure to perform by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any of the covenants or conditions to be performed by another party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

Section 9.7 Applicable Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Notwithstanding the provisions of Code of Civil Procedure Section 394, Developer and City agree that the jurisdiction for any legal proceeding involving this Agreement shall be the Superior Court of the State of California in and for the County of Yolo.

Section 9.8 Recording. The City shall cause a copy of this Agreement to be recorded with the County of Yolo Recorder no later than ten (10) days following execution of this Agreement by City, which execution by City will take place no sooner than the Effective Date of the Adopting Ordinance.

Section 9.9 Invalidity of Agreement. If this Agreement, in its entirety, is determined by a court to be entirely invalid or unenforceable, then this Agreement shall be deemed terminated as of the date of entry of final judgment by the court with no further right of appeal.

Section 9.10 Invalidity of Provisions of Agreement. If any provision of this Agreement shall be finally adjudicated by a court to be invalid and unenforceable, the parties shall promptly meet to attempt to revise this Agreement and, as appropriate, other documents executed pursuant to this Agreement, in order to give effect to the parties' intentions in entering into this Agreement; the remainder of the Agreement shall stay in effect.

Section 9.11 Future State and Federal Laws. If future state and federal laws or regulations render any provision of this Agreement invalid or unenforceable, such provisions shall, in the discretion of the City Council, be modified or suspended as may be necessary to comply with such state or federal laws and regulations, and the remainder of the Agreement shall continue in full force and effect.

Section 9.12 No Third Party Beneficiary. No person or entity other than the parties to this Agreement shall have any right of action based upon any provision in this Agreement.

Section 9.13 Additional Rights of Parties. In addition to any other rights or remedies specified herein, either party may institute legal proceedings to cure, correct or remedy any breach, or to specifically enforce any covenant or

agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement, in accordance with Government Code Section 65865.4.

Section 9.14 Authority to Execute. The person or persons executing this Agreement on behalf of the Developer warrant and represent that they have the authority to execute this Agreement on behalf of such parties and represent that they have the authority to bind such parties to the performance of their obligations hereunder.

Section 9.15 Attorneys' Fees. Should any legal action be brought by any party for breach of this Agreement or to enforce any provisions herein, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and other costs as may be fixed by the Court. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary costs incurred in the litigation.

Section 9.16 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

Section 9.17 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

Section 9.18 Meaning of Terms. Where the context so requires, the use of the masculine gender shall include the feminine and the neuter gender, and the singular shall include the plural and vice versa.

Section 9.19 Liberal Construction. This Agreement shall be liberally construed to accomplish the purposes of this Agreement.

Section 9.20 Reasonable Discretion. Whenever a party to this Agreement is to exercise any right granted hereunder in its discretion, such exercise of discretion shall be in a reasonable manner, unless the Agreement specifically describes that a different standard of exercising that discretion shall apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

EXHIBIT A
Legal Description of Property

Order No. 306-8041
UPDATE
Version 2

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WOODLAND, AND IS DESCRIBED AS FOLLOWS:

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

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

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

ASSESSOR'S PARCEL NUMBER: 041-070-042

EXHIBIT B
Vicinity Map of the Property



EXHIBIT C
Development Plan and Conditions of Approval

[See April 7 Planning Commission Staff Report Attachments]

EXHIBIT D
Project Fees and Public Benefit Contributions

Section A. Citywide Development Impact Fees				
The City may, in its sole discretion, collect any of the following fees, as specified in the fee requirements below. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or the Woodland Joint Unified School District, or preclude city-wide fees adopted by the City Council at a future date. All applicable city-wide Development Impact Fees owed by Developer will be the then-current amounts of such fees at the time of permit issuance. MPFP Fees include fees identified in this Agreement or conditions of approval that are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following fees:				
	Fee	Amount (per single family unit)		
A1.	General City	\$854		
A2.	Fire	\$1,317		
A3.	Library	\$52		
A4.	Police	\$1,126		
A5.	Wastewater	\$6,179		
A6.	Water	\$567		
A7.	Parks	\$7,094		
A8.	Roads	\$5,694		
A9.	Surface Water	\$2,977		
A10.	MPFP Admin Fee (.745%)	\$172		
	Total	\$26,032		

Section B. Project-Specific Development Impact Fees				
(All fees in Section B to be adjusted by CCI annually on January 1 st of each year with first adjustment occurring on the January 1, 2017. Final fee amount to be determined at the time of payment.)				
	Fee	Amount	Timing of Payment	Comments
B1.	Transportation Improvement Fee	\$794 per unit	Building Permit	One-time fee for area wide transportation improvements or road

				maintenance
B2.	Affordable Housing Fund In Lieu Fee	\$3,388 per unit	Building Permit	One-time in-lieu fee to satisfy 10% single-family affordability for sale affordability requirement. The Project requires eight (8) R-5 affordable units (8 x \$40,000 per unit) and ten (10) R-8 affordable units (10 x \$30,000 per unit), for a total in lieu fee of \$620,004, or \$3,388 per unit.
B3.	Fire Operation and Maintenance Fee	\$771 per unit	Final Map	One-time fee for Spring Lake Fire Department operation and maintenance funding
B4.	Public Transit Capital Fee	\$318 per unit	Final Map	One-time fee for construction of transit system capital improvements
B5.	Public Transit Operation Fee	\$35 per unit	Final Map	One-time fee for transit system operation
	Section B Total Fees at Building Permit, per Unit	\$4,182		Total of Road Fee (B1) and Affordable Housing In-Lieu Fee (B2)
	Section B Total Fees at Final Map, per unit	\$1,124		Total of Fire Operation and Maintenance Fee (B4), Public Transit Capital (B5) and Operation Fees (B6)

Section C. Project Public Benefits				
(Fees in Section C1 and C2 to be adjusted by CCI annually on January 1 st of each year with first adjustment occurring on the January 1, 2017. Final fee amount to be determined at the time of payment.)				
C1.	General Purpose Fee	\$12,700 per unit	Building Permit	General Purpose Fee to City of Woodland for unrestricted use, to fund public improvements or services. The fee may be used toward public improvements such as fire station acquisition / construction, or to reduce vehicle miles traveled and GHGs.
C2.	Highway 113 Bicycle / Pedestrian Overcrossing Fee	\$1,100 per unit	Building Permit	Fee for bicycle and pedestrian connectivity and enhancement projects within proximity of the project and Spring Lake, such as a Highway 113 bicycle / pedestrian overcrossing. Alternatively, this fee may be satisfied for the entire project through a lump sum payment of \$183,000 prior to approval of the First Final Map.
C3.	Public Art	\$82 per unit	First Final Map	Obligation may be met either by installation of public art within the 1.46-acre on-site park (minimum value of \$15,000.00), or through payment of in lieu fee of \$82.00 per unit.
C4	Improvements to Gibson Road / Matmor Road Intersection	TBD based upon construction cost	First Final Map	Developer shall complete construction of improvements to the intersection of Gibson

				Road / Matmor Road, converting the current five-phase signal to an eight-phase signal. Developer shall receive credit against the Road Development Impact Fee amount of such credit to be equivalent to Developer's actual improvement costs.
C5	Landscaping Improvements to South Side of Sports Park Drive	Estimated \$160,000 in improvement costs	First Final Map	Developer shall improve the south side of Sports Park Drive between East Street and east property line, through the installation of landscaping and irrigation within an area 20 feet south of the path. Prior to installation of these improvements, Developer shall obtain approval of landscape plans by the Community Development Director.
	Section C Total Fees, at Building Permit, Per Unit.	\$13,800 per unit*	* Subject to reduction by an additional \$1,100 per unit if the Highway 113 Pedestrian / Bicycle Overcrossing Fee (C2) is paid as a lump sum at Final Map	

Section D. Project Reimbursements (Final determination of cost made at time of payment based on inflationary cost increases – and CIP amendments)				
D1	Spring Lake Infrastructure Reimbursement	\$1,266,591	First Final Map	Lump sum payment for reimbursement of fair share cost for existing and proposed Spring Lake water, sewer and storm drain infrastructure.
D2.	Reimbursement to Standard Pacific	\$309,282	First Final Map	Lump sum payment to Standard Pacific for water, sewer and storm drain improvements
D3.	West Regional Pond Contribution	\$177,000	First Final Map	Lump sum payment as fair share contribution toward West Regional Pond
	Section D, Total Reimbursements	\$1,752,873		

EXHIBIT “E”
Park Design and Development

- The 1.46-acre park site within the project area shall be designed and included on the Civil Improvement Plans and shall be improved with the first phase of construction and completed prior to the issuance of the 60th building permit, with improvements to be completed by the owner, or as approved in the Subdivision Improvement Agreement.
- At minimum, park improvements shall include the following:
 - Shade structure
 - Small picnic area
 - Play structure with shade cover
 - Combination turf and low water use landscape areas
 - Dual drinking fountains (people / dog)
- Park improvement costs may be allocated toward fulfilling the Quimby requirement, in addition to the value for the dedication of land in the amount of 1.46 acres.
 - a. The agreed upon value for the land dedication is \$200,000 per acre, which results in a total land value amount of \$292,000.
 - b. The agreed upon value placed on the park improvement costs is \$377,000.
 - c. Items a and b above fulfill Chapter 21, Article 12 of the City’s Municipal Code regarding park land dedication.

Exhibit F Universal Design Features

The Project shall include at least 7 of the following 12 Universal Design features in all residential units, including Model Homes:

1. All exterior doors shall be a minimum of 36" wide
2. All interior doors shall be a minimum of 34" wide
3. All hallways shall be a minimum of 42" wide. Exceptions may occur where architectural relief is provided, such as archways, where a minimum width of 39" is acceptable.
4. A ground-floor bedroom or an area (den, parlor, office, separate dining room, etc.) that could be used as a guest sleeping area for someone that is mobility impaired or as an area for someone that incurs an injury or an impairment to recover or relocate their sleeping quarters.
5. One ground floor bathroom (full bathroom) which provides a roll-in shower or optional tub, shall include 18" of space beside the pull side of the door.
6. Install at least one toilet that has a higher than standard seat height (16-19") in a ground floor bathroom that meets the criteria in Item 5, above.
7. Use lever-style handles on all faucets
8. Provide additional backing for placement of future grab bars
9. Install all electrical switches 42-48" above the finished floor
10. Provide reinforced towel bars in all ground floor bathroom
11. Lever-style handles on doors
12. Provide a walkway from the public sidewalk to the front door with a slope of 5% or less.

Additional optional features available at the option of the homebuyer can include the following:

1. Easily reachable towel bars in bathrooms which are reinforced and rated for falls.

2. Multiple height work surfaces in kitchen.
3. Kitchen appliances with easy to reach appliances.
4. Pull out spray faucet in kitchen.
5. Adjustable handheld showerhead in one shower.
6. Low effort light switches throughout home.
7. Drawer-style or pull-out shelving in kitchen base cabinets.
8. Power outlets located on each side of bathroom vanities where double sinks occur.
9. A standard electrical outlet provided in the laundry room.
10. Slip resistant flooring in bathrooms and bathing areas.
11. Garbage disposal switch installed in an easy to reach location.
12. A portion of upper cabinets at a lower height than standard.
13. Exterior motion-sensor lighting at the front and back entry doors.
14. Handrail extended beyond top and bottom riser
15. Handrails on both sides of stairway.
16. Electrical power outlet provided at top and base of stairwell.
17. Stairway lighting to illuminate treads.

Exhibit G
Form of Assignment and Assumption Agreement

WHEN RECORDED, RETURN TO:

ATTN: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
PRUDLER SUBDIVISION PROJECT DEVELOPMENT AGREEMENT
Yolo Residential Investors, LLC ("Developer")

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20__, by _____, a _____ (hereinafter "Assignee").

- A. On _____, 2016, the City of Woodland and Developer entered into that certain agreement entitled "Development Agreement By And Between The City Of Woodland And Yolo Residential Investors, LLC Relative To The Prudler Subdivision Project (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Yolo County on _____, 2016 [Instrument No. _____].
- B. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel ____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel"), or all of the Subject Property, as defined in the Development Agreement.
- C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and

obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer, if any.

2. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.
3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.
4. The Notice Address described in Article 7 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____ Attn: _____

In WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

“Developer”

By: _____
Its: _____
Date: _____

“Assignee”

By: _____
Its: _____
Date: _____

EXHIBIT C

CONDITIONS OF APPROVAL FOR THE PRUDLER TENTATIVE SUBDIVISION PROJECT INCLUDING GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS, REZONE TO PLANNED DEVELOPMENT, TENTATIVE SUBDIVISION MAP #4856 , CONDITIONAL USE PERMIT, AND DEVELOPMENT AGREEMENT

Conditions of Approval: The following conditions apply to the Tentative Map unless otherwise stated and shall be fully satisfied prior to acceptance of First Final Map (unless otherwise stated):

Planning Department

1. Project Approval. The project is as described in the staff report for the Prudler Tentative Subdivision Project General Plan and Specific Plan Amendments, Tentative Subdivision Map 4856, Conditional Use Permit and Development Agreement prepared for the Planning Commission on April 7, 2016, City Council on June 21, 2016. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the April 7, 2016 and June 21, 2016 staff reports for the Prudler Tentative Subdivision Project, except as modified by these conditions of approval.
2. Indemnity. 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. Informing Subcontractors. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
4. Construction Impact Plan. Prior to issuance of any building permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

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5. Prior to approval of the first final map submit, three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - That prohibits recreational vehicle parking in the front yard longer than 24 hours.
 - That prohibits garages from being converted to residential use except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - That prohibits garages from being converted to storage. Garages shall be kept clear for residential vehicle parking.
 - That prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.
6. Design Review. For all residential uses, final site plans, architectural plans, elevations, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the City Community Design Standards, Zoning Ordinance, and Planned Development Standards except as modified by these conditions. The project shall be consistent with Section 2.3.1 (b) of the Spring Lake Design Standards with regard to the number of floor plans and elevations that shall be provided.
7. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the Planned Development standards provided in Exhibit E of the Planning Commission Resolution.
8. Compliance with State Water Conservation Ordinance. All yards and public landscaping shall be in compliance with City's Water Conservation Ordinance and any applicable state Water Efficient Landscape Ordinance AB 1881. Plans shall be reviewed by the City for compliance prior to issuance of first building permit.
9. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development Department concurrent with public improvement plans and prior to issuance of the first building permit. Landscape plans shall specify the following:
 - a. Locations, size, and quantity of all plant materials.
 - b. A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.
 - c. Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.
 - d. Planting and installation details and notes including soil amendments.
 - e. Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans (in

accordance with the City's Tree Preservation Ordinance). Trees that are required as replacement shall be clearly identified.

- f. Details of all irrigation (drip, sprinkler, and bubbler) as well as equipment such as backflow controller and water meter devices identified.
10. Tree Preservation and Replacement. The applicant shall comply with Mitigation Measures IV-2, IV-3, and IV-4 regarding tree mitigation and replacement.
11. Street Tree Master Plan. A Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Tree Division. OWNER shall submit a soils test, which will assist in appropriate species selection, prior to issuance of the first building permit.
12. Public Landscaping. Landscaping design, materials, installation, and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements.
13. Utility Design. The location of all utility structures shall be coordinated with, and depicted on, the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer.
14. Light Pole Location. Light poles shall not conflict with planting or shade trees throughout the site. OWNER shall submit plans for review and approval prior to issuance of final map. Street lights proposed for the interior of the project will have a unique design separate from Spring Lake and will be LED with upper dark sky compliant shielding.
15. Residential Good Neighbor Fencing Interior to the Project. All wood fence post and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on plans prior to the issuance of permits.
16. North Property Wall. The existing masonry wall along the north boundary of the project shall be replaced with a masonry wall six-feet in height as measured from the finished floor elevation. The location and design of the wall shall be shown on the Improvement Plans for the project. The design shall be approved by the Community Development Department prior to approval of Improvement Plans. Double walls shall not be permitted. OWNER shall work with the adjacent property owners to obtain necessary permission.
17. East Property Wall. The Eastern boundary of the property shall have a masonry block retaining wall with a six-foot wood privacy fence on top. The design shall be approved by

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the Community Development Department prior to issuance of building permits. Double walls shall not be permitted.

18. Double Wall Treatment. Should OWNER be unable to obtain necessary rights of entry from property owners to remove the existing and construct new fences in conditions 16 and/or 17 above, OWNER shall propose new construction design for the City's approval that does not need adjacent property owners' approval and minimize a nuisance or hazard double wall condition.
19. Park and Greenbelt Adjacent Fencing. Fencing adjacent to the park (lots 26 and 141) shall be an masonry wall. Fence design shall be submitted for review and approval of the Community Development Department prior to the issuance of first building permit.
20. Trash and Recycling Container Storage. Provide adequate trash and recycling container storage. Information on location and size on container storage area shall be provided on plot plans prior to issuance of first building permit.
21. Lot Variability. Where there are groupings of lots where lot width does not vary (5 lots in a row of the same width), then enhanced variability in unit design and setbacks shall be provided. This will be evaluated at the time of architectural design review.
22. Energy Efficiency. The Project shall be designed to maximize energy efficiency to the extent possible. All homes within the project shall be solar ready (including a dedicated electric vehicle charging receptacle in each garage) and a minimum of 10 percent (10%) of the homes shall have solar installed (1.5 kV system). If so desired, the applicant may submit to the Community Development Department for consideration an equivalent alternative energy saving feature(s) to solar for consideration prior to the issuance of building permits. All homes shall provide electric charging facilities in the garages.

Each home shall be photovoltaic ready and shall: **1)** be pre-wired; **2)** have adequate roof strength to handle solar panels; **3)** roofs to have few penetrations in order to accommodate solar panels; **4)** a 200 amp main electrical panel; **5)** space provided adjacent to main panel for solar disconnect and associated equipment (inverter); **6)** each home shall have a dedicated 240-volt, 20-amp circuit for electric vehicle charging station in every garage; and **7)** garages shall have adequate ventilation as required for vehicle charging stations. Modification to any of the above requires a finding of necessity, design impracticality, or economic infeasibility, as determined by the City.

23. Privacy Perimeter Walls along Sports Park Drive Frontage. The walls along the Sports Park Drive Frontage shall be a masonry material designed and constructed consistent with the existing adjacent project walls along Sports Park Drive to the East. The design of the walls shall be submitted to the Community Development Department for approval prior to issuance of first building permit.

24. Privacy Perimeter Walls along East Street Frontage. Masonry privacy walls along the East Street Frontage shall be the same model and type of masonry wall along the Sports Park Drive frontage. The design of the walls shall be submitted to the Community Development Department for approval prior to issuance of first building permit.
25. Privacy Fencing along the Forrest Property. A masonry wall adjacent to the Forrest property shall be submitted to the Community Development Department for approval prior to issuance of first building permit.
26. Fencing along Lots “C” and “A” Greenbelt. Fencing adjacent to lot “A” and “C” greenbelt paths shall be masonry, consistent in design with the adjoining privacy walls. The walls shall step down to three feet in height at the front setback.
27. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped. Details of the path design shall be provided on landscape plans prior to the issuance of building permits. OWNER shall be responsible for constructing Lot “A” and “C” connecting access paths. The pathways shall be designed to be ADA accessible. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit.
28. Greenbelt Lot Connector. OWNER shall construct the Lot “_C” as a greenbelt lot at the time of construction of the residential lots adjacent to Lot “C”. The timing may only be modified by the Community Development Director after making a finding of necessity, design impracticality, or economic infeasibility. OWNER shall provide a connecting path to the adjoining open space lot, benches and landscaping to the satisfaction of the Community Development Department. Lot “C” to be constructed and included in improvement plans for the final map with adjacent lots.
29. Public Art. Public art shall be provided either in the form of an in-lieu fee, or an art installation shall be provided within the 1.46 acre park with a minimum valuation of \$15,000. If payable as an in-lieu fee a single lump sum payment shall be provided prior to approval of the first final map.
30. Entry signs. The OWNER shall construct Neighborhood entry signs at the following locations:
 - a. At East Street and “A” Street
 - b. At Sports Park Drive and “B” Street.

Construction of the Neighborhood Entry signs shall be concurrent with construction of the adjacent neighborhood unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility that will permit construction delay or otherwise determines that such construction may be delayed. A design specification for these features shall be prepared for approval by the Community Development Director and

Public Works Director. Prior to approval of the first Final Map, the applicant shall be required to submit a design theme for all entry features. The design theme shall be to the satisfaction of the Community Development Director.

31. Lots adjacent to lot “C” (greenbelt lot) and Park Adjacent Lots. Lots adjacent to Lot “C” (Greenbelt Lot) and the Park shall have homes constructed with porches, courtyards, or other similar outdoor social area to provide additional opportunity for “eyes on the open space”. Garages and driveways are prohibited from be constructed on the Greenbelt or Park side of lots abutting Lot “C” or the Park.
32. Park Design and Construction. The 1.46 acre park site within the project area shall be designed and included on the Improvement Plans and shall be improved with the first phase of construction, completed prior to issuance of the 75th building permit, with improvements to be completed by the OWNER. The park is a public improvement and security for the park improvements shall be included with the Subdivision Improvement Agreement. The Subdivision Improvement agreement may make an allowance for the partial acceptance of improvements if the park construction is scheduled more than a year past the remainder of the required public improvements. At minimum the park improvements shall include the following:
 - Shade structure
 - Small Picnic area
 - Play structure with Shade cover
 - Combination of turf and low water use landscape areas
 - Dual drinking fountain (people/dogs)
33. Quimby. Park improvement costs may be allocated toward fulfilling the Quimby requirement, in addition to the value for the dedication of land in the amount of 1.46 acres.
 - a. The agreed upon value for the land dedication is \$200,000 per acre, which results in a total land value amount of \$292,000.
 - b. The agreed upon value placed on the park improvement costs is \$377,000,
 - c. Items a and b above fulfill Chapter 21 Article 12 of the City’s Municipal Code regarding park and land dedication.
34. Block Length: OWNER shall provide further design enhancements to reduce the visual appearance of a long unbroken residential block. Significant variation in home front design, landscaping and hardscape shall be provided to help create variety and interest on these longer segments (more than 10 homes). Examples may include providing varied courtyard, patio, or porch features on the home fronts (minimum of eight foot depth), varied garage placement on the lot, use of varied building/hardscape materials, or enhanced front driveways and walkways or varied front or side yard setbacks. This condition is placed on the following blocks and shall be a Design Review requirement for the subdivision:
 - a. The “F” Street block
 - b. The east side of the “I” Street block

35. Noise Level Requirements: The design of the Prudler Tentative Subdivision Project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to approval of the Final Map, the following shall occur:
- a. Two story residential building plans for lots adjacent to East Street should be reviewed by a qualified acoustical professional to ensure that noise levels in habitable rooms on the upper floors will comply with the interior noise level standard of 45 dB Ldn.
 - b. Air conditioning or other suitable mechanical ventilation should be provided to allow residents to close windows for the desired acoustical isolation.
36. Pedestrian Circulation: Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety, unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility.
37. Affordable Housing: Prior to the City approving the applicant's first Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the City Affordable Housing Ordinance 6A and consistent with the terms for providing affordable housing set forth in the project Development Agreement.
38. Greenbelt Timing: Greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units.
39. Landscape Timing: Street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.
40. CEQA Filing Fees: Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50 (or latest fee in effect at time of payment) for County Clerk processing, and \$3,069.75 (or latest fee in effect at the time of payment) because an Environmental Impact Report was prepared, for a total of \$3,119.75 made payable to Yolo County Clerk and submitted to the Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
41. Fiscal Deficit: OWNER shall make-up any fiscal deficit resulting from this project as specified in the Development Agreement.
42. Sale of Lots to Local Building Contractors. The project shall comply with Section 21-15-1 of the City's Subdivision Ordinance with regard to sale of lots to local contractors as provided including identifying possible lots to be reserved prior to final map and noticing procedures.

Conditional Use Permit/Planned Development

43. Universal Design. Developer shall emphasize universal design features in the development of the Project consistent with the universal design provisions contained in the project Development Agreement.
44. Single Story and Model Homes. Developer shall construct single story and model homes consistent with the provisions for same contained in the project Development Agreement.
45. Planned Development Standards. The proposed development shall comply with PD design standards as provided in Exhibit E of the Planning Commission Resolution.

Building

46. Any deferred submittals that are not a part of the initial permit application shall be listed on the cover sheet of the plan at the time of application for the project.
47. All plans, computations, and specifications shall be prepared and designed by an architect or engineer licensed by the State of California.
48. 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.
49. At time of submittal, provide a cover sheet with COA provided.
50. A soils investigation report shall be provide as specified in section 1803.5.3 of the 2013 CBC.
51. Because this project is located in an area known to contain expansive soils and per Woodland General Plan Policy Document, Part II, Policy 8.A.9, "**The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil.**" and per CBC 1808.6, footings or foundations for buildings founded on expansive soils shall be designed in accordance with CBC 1808.6.1 **and for concrete slab-on-ground foundations** the design shall be in accordance with CBC 1808.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California registered Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6

Development Engineering

Rights of Way and Easements

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52. Prior to approval of a final map OWNER shall secure rights-of-way, rights of entry, and any permits necessary to construct improvements associated with and required by the conditions of approval and/or for that final map.
53. Except where not possible or practical, right-of-way dedications shall be accomplished by final map.
54. Sufficient rights of way or easements to accommodate entryway features and/or monuments shall be shown on the final map.
55. The location, placement, and screening of large utility facilities to serve the subdivision shall be reviewed and approved by Community Development, Public Works, and Parks departments. Placement shall not be in a park or public open space. The OWNER shall dedicate an easement(s) of sufficient size and with adequate access to accommodate placement of utility facilities to serve the subdivision.

Street Improvements

56. All proposed roads within the subdivision shall comply with the most recent version of the City of Woodland Standard Specifications & Details and any addenda except as specified in the adopted Spring Lake Specific Plan and conditions set forth specifically for this tentative map.
57. Roadway geometrics and improvements including street cross sections, median design and placement, intersection geometrics, roundabout and bulb-out details shall be approved by the City Engineer prior to submittal of each improvement plan and/or final map. Revisions may require changes to lotting layouts to accommodate design approval.
58. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA minimum width requirements.
59. The surface course (final lift) of asphalt concrete shall not be placed on any road until all utility construction beneath the roadbed has been completed, tested, treated, and repairs made as applicable unless authorized in writing by the City Engineer.

Roadways

East Street

60. Vehicular movements at the proposed East Street entrance to the project (A Street) shall be restricted to right in, right out and left in. The design for East Street shall include physical features to prevent left turn egress from the project and to protect left turns into the project. Design shown on tentative map application is conceptual only, final design shall be approved by the City Engineer prior to submittal of a final map and improvement plans.

61. Along the frontage of the property, owner shall construct full-width road section per section D, with the existing pavement ground and overlaid to a depth appropriate for the roadway section design to meet all City standards.
62. In front of the Forrest property applicant shall construct in accordance with Section E, except that two additional feet of ROW are required at back of path for clear area and that all of existing pavement shall be ground and overlaid to a depth appropriate for the roadway section design to meet all City standards. Final section shall have a maximum 2% continuous cross slope.
63. Applicant shall complete the intersection of Sports Park Drive/24A, including the reconstruction of pavement in the intersection (up to RR crossing on Road 24A) and the installation of curb returns and ramps on the east side of the intersection. Roadway transition shall be necessary on East Street south of the 24A/Sports Park Drive intersection with geometric design to be approved by the City Engineer. Intersection shall have 100' long raised medians on the north and south approaches. South of Sports Park Drive OWNER shall construct the transition to be geometrically compatible with the north side with a minimum 4' median. Existing medians to be modified or remediated as necessary for the new alignment.
64. OWNER shall underground the overhead power line along the East Street frontage. The undergrounding project shall include the pole located on East Street, on the south side of CR 24A/Sports Park Drive.
65. Project shall complete East Street with the Phase 2 Map.
66. With the improvement of East Street, OWNER shall install two 4" Broadband conduits, with final design to be approved, and modified by the City Engineer.

County Road 24A/Sports Park Drive/Sports Park Drive

67. OWNER shall construct all Sports Park Drive improvements with phase I final map.
68. OWNER shall construct north side improvements of 8 feet landscaping, 5.5' foot sidewalk, and 11 feet of landscaping) for the portion of CR 24A/ Sports Park Drive from the east boundary of the property to B Street. OWNER shall design a continuance of such improvements to the western boundary of the property except that the frontage shall be 100% landscaped and an additional deposit shall be made for the future installation of the 5.5' sidewalk. The proposed planting scheme shall install trees such that removal of them will not be required for the installation of the sidewalk.
69. Revise street cross section and details on site as follows: County Road 24 A, revise section to show PG&E easement and poles, this may require section modification and/or lot modification. Final section shall be subject to the approval of the City Engineer. OWNER

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shall be responsible for all costs related to any PG&E pole relocation, or preparation of new descriptions and agreements with PG&E.

70. Public Lighting on East Street and 24A/Sports Park Drive shall use 15-foot tall LED street lights. OWNER shall prepare a lighting plan to meet City standards for illuminance for review and approval of the City Engineer. Lights on East Street shall match City Standard Street lights on adjacent portion of East Street (and with a design exception may be greater than 15' to match existing cobra heads). Lights on Sports Park Drive shall be in accordance with Spring Lake and shall match adjacent street lights on Sports Park Drive.
71. Landscape plans on 24A/Sports Park Drive and East Street shall be in accordance with Spring Lake plan, and/or City standards for water conservation planting. (Tree patterns to continue from Parkside frontage).
72. Landscape at intersections and driveways shall be designed to permit adequate sight distance as determined by the City Traffic Engineer.
73. Civil design and improvements for the project shall include ultimate water, sewer and storm drainage for the 2-acre parcel at the northeast corner of CR 24A/Sports Park Drive and East Street. Utility stubs to the parcel shall be provided with the improvements.
74. Phase 1 map improvements shall include completion of all Sports Park Drive improvements. It shall also include the construction of two lanes of Road A, as a City approved emergency vehicle access.
75. Phase 2 Improvements shall include completion of all East Street improvements. Should the OWNER request phase 2 be constructed prior to phase 1, phase 2 shall include interim sections connecting to Sports Park Drive, including Completion of A Street (curb to curb) to H Street, a 32' section to B Street and a Complete B street section (curb to curb).
76. Public Improvement Plans shall include two AC power radar speed feedback signs on Sports Park Drive between East Street and Matmor Road; size, type model and location to be determined in coordination with, and for approval, by the City.

Matmor and Gibson Road

77. With first final map, as part of the required public improvements, OWNER shall construct improvements at the intersection of Matmor Road and Gibson Road to convert the current 5 phase signal to an 8 phase signal.
78. Improvements shall include but not be limited to: All signal work associated with converting the signal, including poles, mast arms, conduit, wiring, preemption, signal heads, and appurtenances; curb ramps as necessary to comply with ADA, striping, signing, micropaving, and necessary drainage and curb modifications.

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79. Upon entering into a Reimbursement Agreement OWNER's cost to construct the traffic signal be taken as a credit against the traffic impact fee on a per building permit basis until the credit is exhausted. Credits are only generated after improvements have been accepted, and no refunds are to be made on a building permit basis. If an unreimbursed creditable amount is remaining after all Building Permits in phase I have been obtained, remaining credits may be used on phase II.

Micro-surfacing

80. Where construction causes the removal and replacement of existing traffic striping and marking on existing roadways, OWNER shall micro surface the full width of pavement over the limits of the striping changes plus 50 feet in each direction.

Map Circulation/Lotting

81. Lot B to be eliminated and cul-de-sac to be extended adjacent to the Forrest Property. If approved by the Fire Marshall the street may be dead ended at the property line without cul-de-sac.

Easements and Rights of Way

82. Final map shall dedicate necessary rights of way for the construction of approved public improvements as determined by the City Engineer.
83. A seven foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception on Arterial roads with green belts of 20' or greater.
84. PG&E Easement shall be shown on the map and improvement plans.
85. A portion of the frontage improvements lay within the PG&E easement width, OWNER shall coordinate design and construction of improvements with PG&E
86. Final map shall dedicate land for sports park drive as a condition for easement vacation.
87. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should the OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, the OWNER may request the City acquire the necessary offsite right of way, OWNER shall fund all City costs, and shall deposit \$200,000 with the first final map that triggers right of way acquisition.
88. Several easements are shown on the tentative map to be abandoned. Prior to final map approval, sufficient evidence of abandonment shall be presented to the City

Storm Drainage and Site Grading

89. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

The tentative map grading and drainage plan showing grading and drainage information is preliminary only and does not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

90. Overland Release: Project OWNER shall submit with improvement plans, street cross sectional depths for the 1% event storm for the entire street system, to an outlet at the end of Sports Park Drive. Final plans shall revise grading as necessary to comply with City Standards.
91. OWNER shall revise the cross section of section A2 & B2 to the satisfaction of the City Engineer. The overland release channel side walls to be masonry as described in conditions of approval. Engineer to provide depth and velocity calculations for the 1% event. Maximum depth and velocity shall not exceed 4.0 for the depth and velocity quotient.
92. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
93. Prior to issuance of a grading permit, OWNER shall detail northeast corner of the property for construction between the four adjacent properties, including retaining walls, masonry walls, fencing and grades. Manner and type of detail to be approved by the City.
94. Prior to final map the OWNER shall detail cross property drainage easements, submit CC&R's and separate deed. OWNER shall submit a deed disclosure to the Community Development Director and City Attorney for review and approval. Said deed disclosure shall be a separate written disclosure to the buyer the nature and impacts of the drainage easements. The deed disclosure shall accompany the map and be recorded on title for the effected lots. Costs for document preparation and recording shall be borne by the OWNER.

Wastewater and Sewer Collection System

95. The properties shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards. Sewer cleanouts shall not be located in driveways.
96. Prior to approval of the first final map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, including the entire area, and shall be submitted to the City for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the area.
97. Prior to final map OWNER shall prepare a Sanitary Sewer Management Plan (SSMP) for sewer systems over 1 mile in length. Engineer shall provide a total length of sewer for the entire subdivision. OWNER shall submit the SSMP to the Regional Water Quality Control Board (RWQCB) and submit verification of an approved plan to the City prior to final map.
98. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
99. Construction of deep (15') sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
100. OWNER shall obtain a wastewater discharge permit from the RWQCB prior to ground dewatering.

Storm Water

101. Prepare, and submit for approval, a storm drain utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only; final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.
102. Prior to approval of a final map, the OWNER shall submit a comprehensive storm drainage plan prepared by a registered civil engineer for the project. The drainage plan shall demonstrate effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at offsite downstream locations. Storm Drain plan on the tentative map is conceptual only. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the OWNER shall be consistent with the most recent version of the City's Storm Drainage Master Plan and any revisions and the City Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of onsite and offsite storm drain channels, structures and detention basins. The OWNER shall pay all

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costs associated with construction of the improvements required to serve the project. A reimbursement agreement may be drafted to reimburse the OWNER for oversize improvements. The plan shall include the handling of storm drainage between phases when one portion of the subdivision is constructed and another undeveloped.

- 103.** Prior to final map and improvement plan approval, OWNER shall demonstrate to satisfaction of the City Engineer that the proposed project does not negatively impact drainage of the 2-acre parcel at the northeast corner of CR 24A/Sports Park Drive and East Street. Final design shall allow for continuous drainage from the 2-acre parcel to the east or a drainage plan for the site with a right of entry from the property owner.
- 104.** Curb inlet and outlet modifications for the Overland Release (Lot A), shall be submitted for review and approval of the City Engineer. Release shall not accept run off from C Street or Sports Park Drive in a 10 year event. (Gutter flow shall not intrude on lot A).

Storm Water Quality

- 105.** The Developer shall prepare an erosion control plan to be approved by City engineer prior to a grading permit or final map. Erosion control plan shall address run off from the second phase of development
- 106.** Houses shall not be connected to the storm drain system, downspouts shall be equipped with splash blocks.. OWNER shall require in CC & R's a prohibition to alter on-site drainage to connect directly to the street and to prohibit removal of any street trees.
- 107.** Project disturbing more than 1 acre of land are subject to nation NPDS, and shall include post construction BMP's and an approved SWPPP during construction.
- 108.** Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the OWNER's facility, the OWNER or contractor shall make application and receive approval from the City Engineer or his designated agent. Backflow devices shall be installed for all public landscape areas, common landscape areas and communal buildings.

Water Infrastructure Conditions

- 109.** The first final map shall construct a looped continuous water main system between Sports Park Drive and East Street.
- 110.** Each property/residence shall have a separate metered water service. The water meters shall not be located in driveways.

- 111.** The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. OWNER shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the project. OWNER shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system. Water infrastructure on the plan is conceptual only and water modeling will be required prior to approval of improvement plans to determine adequate fire flow requirements.
- 112.** All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department. Hydrants shall be wet barrel Clow 960 with Clow 400A breakaway check valve assembly.
- 113.** Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
- 114.** When a median strip is to be installed in the center of a street, the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is subject to the approval of the City Engineer. (Fire Hydrants may be needed on each side of East Street as determined by the City)
- 115.** Project shall use one Construction water meter, permitted by the OWNER in accordance with the City of Woodland Fee Schedule. Meter shall be available to the prime contractor and all sub-contractors.

Fees

- 116.** With the First final map OWNER shall pay a fair share of the Sports Park Drive and East Streets Improvements in accordance with the Supplemental Improvements Revised Third Party Agreement between the City and Standard Pacific Homes (water, sewer road), in the amount of Three Hundred Nine Thousand Eight Hundred Twenty Eight & 50/100 Dollars (\$309,828.50)
- 117.** With first final map OWNER shall pay current amount for Spring Lake buy in for water sewer and storm facilities, listed in the CIP, as of the 2009 update as stated in Exhibit D of the Development Agreement, for Habitat Conservation, East Regional Pond, Off Site drainage, Off Site sewer Systems, Gibson Road, and on Site Land acquisition.

- 118.** Prior to final map, if the storm drain plan includes connection to the storm pond on the City Parkland site, OWNER shall pay \$177,510.18 (38 acres/78 acres times the (\$514,270-\$149,907-the value of the dirt removed)) to buy into the pond.
- 119.** Prior to approval of improvement plans, the OWNER shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If OWNER pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. Dependent on resources, it may be necessary to outsource improvement plan review and inspection services. If required at final map and improvement plan submittal, the OWNER shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.
- 120.** The project shall pay applicable Development Impact Fees at the single family dwelling unit rate in effect at the time of building permit issuance as provided in the Development Agreement.
- 121.** Prior to approval of the final map the OWNER shall establish a lighting and landscaping district unless superseded by the adoption of the associated costs into a services CFD. Improvements included in the district shall include: the 1.46 acre park, the storm drain detention pond, public lighting on East Street (east side and median) from 24A/Sports Park Drive to the northerly boundary of the property and both sides of Sports Park Drive from the eastern edge of the property to East Street, landscaping and sound/masonry walls over the same limits, and street lights and trees on the interior subdivision streets, the traffic signal at the intersection of 24A/Sports Park Drive and East Street; landscaping & lighting and masonry walls for the pedestrian connection (lot C) and, the overland drainage release (lot A) and, lot B if necessary in the configuration.
- 122.** The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the OWNER which authorizes the City to impose certain fees, and which may waive the OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

Landscaping and Lighting

- 123.** Project shall install landscaping on the south side of Sports Park Drive between East Street and the Eastern edge of the project comparable in dimensions and type of landscaping to the east, including area 20 feet south of the path with landscaping and irrigation, to be reviewed and approved by the Community Development Director

General Conditions

- 124.** Prior to final map the OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Director of Community Development Department.
- 125.** With submittal of final map, OWNER shall document and provide evidence that all tentative map conditions are met at the time of submittal.
- 126.** The OWNER shall enter into a Subdivision Improvement Agreement and provide securities as required by City Municipal Code and the Subdivision Map Act for the construction of onsite and offsite infrastructure improvements required by the project, including those which will be privately maintained, as determined by the City Engineer.
- 127.** The OWNER shall prepare improvement plans for all onsite and offsite infrastructure improvements required by the project, including those which will be privately maintained, and submit them to the City for review and approval. All subdivision improvements shall conform to current City of Woodland Standard Specifications. All improvements within the public right-of-way and offsite improvements to serve the subdivision shall conform to the current City of Woodland Standard Specifications.
- 128.** The project shall conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Furthermore, upon review of design documentation the City may require the cutting of the well casing and injection of grout. Prior to the approval of any construction permits, grading permits or the improvement plan the existing well shall be abandoned, and prior to abandonment of the well the OWNER shall provide to the City permission from all recipients that receive water to abandon the well.
- 129.** All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
- 130.** All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
- 131.** A registered landscape architect shall design landscape, sound wall and privacy wall improvements consistent with the, Tree Preservation and Replacement, and other City Findings and Conditions of Approval for the Prudler Tentative Subdivision Map Project

Standards, as applicable, unless otherwise detailed in these conditions of approval and mitigation requirements.

- 132.** Joint trench plans shall be submitted for review by the City. City may, at discretion of City Engineer, require joint trench plans be incorporated into the full improvement plan set prior to approval. Project Engineer of Record shall be responsible to verify there are no conflicts between the joint trench and civil improvement plans. Above-ground utility placement and screening (if any) shall be approved by the Community Development Director prior to approval of plans.
- 133.** Except where not possible or practical, right-of-way dedications shall be accomplished by final map.
- 134.** Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
- 135.** If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
- 136.** If conditions for the project require OWNER to construct improvements which benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
- 137.** Street names are subject to the approval of Fire, Community Development and Public Works departments. OWNER shall submit proposed street names to the Fire Department for City review and approval process. If names are not assigned at the tentative map stage, the final maps and improvement plans shall include names shown on this map in parentheses for clarification purposes.
- 138.** This project is subject to the construction and demolition debris recycling and diversion ordinance.
- 139.** Conform to any mitigation measures outlined in the EIR.

- 140.** All maps and plans shall comply with City Municipal Code and Standard Specifications including coordinated positions and digital submission requirements.
- 141.** For improvements that impact the right of way for the railroad, OWNER shall obtain a railroad Right of Entry Permit.
- 142.** Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance

Traffic Engineering/Traffic Calming

- 143.** OWNER shall install pedestrian crossing signage at all street crossings as necessary. Location and installation of signage shall be to the satisfaction of the Community Development Director and City Engineer.



Yolo County Office

619 North Street

Woodland, CA 95695

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April 6, 2016

Chairperson Kirby Wells
Vice Chairperson Chris Holt
Commissioner Marco C. Lizarraga
Commissioner Fred Lopez
Commissioner John Murphy
Commissioner Elodia Ortega-Lampkin
Commissioner Steve Harris
City of Woodland Planning Commission
c/o Community Development Department
300 First Street
Woodland, CA 95695

RE: April 7, 2016 Agenda Item 16-429, Prudler Tentative Subdivision Map Project

Dear Chairperson Wells, Vice Chairperson Holt, and Commissioners,

We write on behalf of the Sacramento Housing Alliance to comment under the California Environmental Quality Act ("CEQA"), Planning and Zoning Law, and fair housing laws regarding the Proposed Prudler Tentative Subdivision Map project ("Project") and Final Environmental Impact Report ("FEIR") for the Project. The Sacramento Housing Alliance is a nonprofit coalition that works to ensure that all people in the greater Sacramento region have safe, decent, accessible and affordable housing in healthy neighborhoods supported by equitable public policies and practices. Consistent with our earlier comments and position when we met with City staff, we urge the Planning Commission to reject certification of the FEIR and to withhold approval of the Project unless specific mitigation measures are incorporated to ensure the Project is consistent with the City's General Plan, while affirmatively furthering fair housing.

1. The Proposed Project Has a Significant Impact on Land Use and Planning

CEQA requires that the FEIR provide a legally adequate statement of reasons why the Project would not be a significant impact. (Public Resources Code Sec. 21100(c)). The EIR must "discuss any inconsistencies between the proposed project and applicable general plans and regional plans," including "regional housing allocation plans..." CEQA Guidelines, Sec. 15125(d). Effects dismissed in an Initial Study as clearly insignificant and unlikely to occur need not be discussed further in the EIR unless the Lead Agency subsequently receives information inconsistent with the finding in the Initial Study. However, to comply with CEQA, an agency's significance determinations must be supported by

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credible analysis and substantial evidence. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal. App.3d 692)

The FEIR erroneously concludes that the proposed Project is compatible with existing land uses and would not physically divide an established community, resulting in a less-than-significant impact on land use and planning. (FEIR, Chapter 4, page 4) The FEIR does not provide a legally adequate statement of reasons why the Project would not be a significant impact on the Housing Element of the General Plan, nor does it address the inconsistency with the adequate sites requirement of housing element law and the City's own Housing Element program. In our letter of September 30, 2015, Legal Services of Northern California ("LSNC") addressed the conflict between the proposed Project and the Housing Element of the General Plan, noting that the Housing Element requires the City to rezone at least 15 acres to R-25 (20-25 units per acre) *in addition to lands currently containing this zoning designation* to accommodate the City's Regional Housing Needs Allocation of 664 units affordable to households earning 80% or less of the Yolo County median household income by October 15, 2015. (See Housing Element, page 4, attached as Exhibit A) LSNC also established that the proposed Project conflicts with the Housing Element program by adding to the 1,164 surplus of sites identified for above-moderate income units, while not addressing the potential to accommodate the deficit of sites for low and very low income units. Instead, the EIR Initial Study simply concludes that the change in General Plan designation from General Commercial to low density residential would not create conflicts with the existing and planned residential uses to the east and west without discussing the impact on the Housing Element of the General Plan or the inconsistency with the regional housing allocation plan. "[T]he propriety of virtually any local decision affecting land use and development depends upon consistency with the applicable general plan and its elements." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 570) Simply stating that the proposed Project's impact on land use and planning is less than significant, without a statement of reasons to support the Lead Agency's conclusions, is insufficient as a matter of law. (*Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal. App.4th 1099) Failure to identify any inconsistencies between the project and the General Plan is a violation of CEQA. (*Napa Citizens for Honest Government v. Napa County Bd. of Supervisors* (2001) 91 Cal.App.4th 342, 356 (citing CEQA Guidelines, Sec. 15125(d).)

Moreover, the Initial Study incorrectly concludes that the proposed Project would implement the principle of "promoting the provision of adequate housing including a variety of housing types for all persons in the community regardless of income, age, gender, race, or ethnic background." (Initial Study, December 2014, Page 39.) The proposed Project would provide housing for one or possibly two economic segments of the community—above moderate and possibly moderate income households—for which the City has already over-planned in its Housing Element by 1,164 and 256 units respectively.

The proposed Project also provides only one type of housing, single family homes, and the City's own data in its Housing Element demonstrates that single-family detached housing already accounts for 63 percent of all units in the City, a larger proportion of the total in the State overall and *not a needed housing type* under the General Plan or the Consolidated Plan. (Housing Element, Page 30, attached as Exhibit A; see also City of Woodland Consolidated Plan 2015-2019, Housing Needs Assessment, page 20, "The Market Conditions and Housing Needs analysis indicates there is a continued need in the City of Woodland to support opportunities for low- and moderate-income housing and the preservation of housing, as well as to support housing opportunities for homeless and special needs populations.") Instead of promoting the provision of adequate housing for all persons in the community, the proposed Project would omit large segments of the community, including households with disabilities, senior renters, farmworkers, female-headed households, and people of color, according to census information contained in the City's Housing Element analysis. The City's Housing Element concludes that there is a need in Woodland for additional *affordable housing* for the estimated 6,157 Woodland residents over age 5 with disabilities (7 of 10 can pay only \$500 or less for rent), 1,083 senior renters, 6,786 large households who rent the limited supply of 439 rental units with 4 or more bedrooms, and the 3,953 farm workers whose supply of farm worker housing remains inadequate in Woodland. (Housing Element, pages 31-38, attached as Exhibit A) Of the 19,845 housing units in Woodland, there are only 1,667 assisted rental units, equal to 8.4 percent of all housing units in the City. (Housing Element, page 22; 44-46) The demand for affordable housing far exceeds the supply, as 40.7 percent of households are paying more than 30 percent of their income for housing and 11.7 percent pay 50 percent or greater of their income for housing. (City of Woodland Consolidated Plan 2015-2019, page 20) The claim that the proposed Project promotes adequate housing is neither credible nor supported by substantial evidence, especially since it directly conflicts with the analysis in the Housing Element and Consolidated Plan. Therefore, the FEIR is inadequate because it fails to address the planning inconsistency and conflict with the Housing Element of the General Plan, Consolidated Plan, and regional housing allocation plan.

2. The FEIR Fails to Adequately Consider Alternatives

The EIR must describe a reasonable range of alternatives to the Project that could feasibly attain most of the basic objectives of the Project while avoiding or substantially lessening any of the significant effects of the Project. (CEQA Guidelines Sec. 15126.6(a) and (f)) "An adequate EIR must respond to specific suggestions for mitigating a significant environmental impact unless the suggested mitigation is facially infeasible." (*Los Angeles Unified School District v. City of Los Angeles* (1997) 58 Cal. App.4th 1019, 1029.) Among the factors taken into account when addressing the feasibility of

alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries, and whether the proponent can reasonably acquire, control, or otherwise have access to the alternative site. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565.) “One of [an EIR’s] major functions...is to ensure that all reasonable alternatives to proposed projects are thoroughly assessed by the responsible official.” (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565) “[I]n assessing the claim that exclusion of ... alternatives renders the EIR defective, the question is whether the range of alternatives ‘is unreasonable in the absence of the omitted alternatives.’ ” (*Cal. Native Plant Soc.*, 177 Cal.App.4th at 992 (quoting *Kostka & Zischke, Practice Under the Cal. Environmental Quality Act* § 15.17, at 747 (Cont. Ed. Bar.2d ed.2009))).

Here, the alternatives considered do not include the requisite “range of reasonable alternatives” to the Project, as required by law. Instead, the FEIR uses “all or nothing” analyses without considering alternatives that would feasibly attain most of the basic objectives of the Project while avoiding any of the significant effects of the project. The Draft EIR dismissed an off-site alternative and existing zoning alternative and considered three alternatives to the Project: “no project,” reduced intensity at 120 single-family housing units, and mixed use. None of the alternatives were determined to be superior to the Project. In response to comments by the public, an increased density alternative of R-20 (e.g. rezoning all 38 acres to a density of 20 units per acre), resulting in 760 dwelling units, was analyzed. The conclusion was that there would be impacts related to air quality, climate change, noise, increase in the demand for public services, and increased demand for utilities. The response also concludes that a general plan amendment would be required along with a rezone. Dismissal of any form of high density alternative merely because it requires a zoning amendment or conditional use permit is inappropriate. (See *Citizens of Goleta Valley v. Board of Supervisors*, *supra* 52 Cal.3d at 573: “[I]t may not be appropriate, for example, to disregard an otherwise reasonable alternative which requires some form of implementing legislation (*Residents Ad Hoc Stadium Com. v. Board of Trustees*, *supra*, 89 Cal. App.3d at pp. 286-287) such as a zoning amendment or conditional-use permit.”)

Moreover, public comments have not suggested that the entire 38 acres be rezoned to multi-family as an alternative to the Project. In fact, such a rezone would be inconsistent with providing affordable housing, as affordable projects require an economy of scale to garner public and private financing. Instead, in meetings with City staff on October 20, 2015 and on April 4, 2016, LSNC suggested that a reasonable alternative to the proposed Project is to set aside two to three acres of the 38 acre parcel for multi-family housing, which could be used to meet the developer’s affordable housing obligation under the inclusionary housing ordinance. Rezoning a mere 7 percent of the 38 acre parcel to high density

would accomplish all of the Project's objectives while ensuring consistency with the Housing Element of the General Plan. City staff reported that the developer is not interested in rezoning any of the parcel to high density. CEQA requires that the City, as the Lead Agency, determine whether alternatives are feasible, not the applicant. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal. App.3d 692, 736) "The lead agency must independently participate, review, analyze and discuss the alternatives in good faith." (*Kings County Farm Bureau v. City of Hanford, supra* 221 Cal. App.3d at 736) An agency cannot avoid an objective consideration of alternatives simply because an applicant made a substantial investment prior to the commencement of the environmental review in the hope of gaining approval for a particular alternative. (*Kings County Farm Bureau v. City of Hanford, supra* 221 Cal. App.3d at 736) Failure to consider and discuss a reasonable alternative that would meet project objectives, is feasible, and would substantially reduce at least one of the more significant impacts of the Project renders the FEIR inadequate.

3. The FEIR Fails to Provide a Good Faith Reasoned Analysis to Public Comments

The evaluation and response to public comments addressing the significant impact on the General Plan and regional housing needs is deficient because it contains merely conclusory statements unsupported by factual information. (See CEQA Guidelines, Sec 15088(c)) The response mentions that the current zoning designation allow for multi-family housing with a Conditional Use Permit, but dismisses the conflict with the General Plan and regional housing needs for low and very low income households. The response concludes that there is no conflict or significant impact because the site was not included in the Housing Element and therefore inclusionary housing units are not required at the site. The response also concludes that the proposed project would not impede the City's ability to provide affordable housing units outlined in the Housing Element. The response misses the point; the City has an obligation to rezone at least 15 total acres to R-25 because it already failed to meet its obligation to identify adequate sites for low and very low income units in the Housing Element. The fact that the site at issue was not mentioned in the Housing Element is irrelevant; the City did not identify adequate sites in its Housing Element for low and very low income housing, and therefore the City was required by the State Housing and Community Development Department to implement a program to rezone at least 15 acres to meet its obligation to provide adequate sites for low and very low income housing. As LSNC pointed out in its comments letter of September 30, 2015, the City is already six months behind on its obligation to rezone at least 15 total acres to R-25 (20-25 units per acre) *in addition to lands currently containing this zoning designation* to accommodate 664 units affordable to households earning 80% or less of the Yolo County median household income. The FEIR is deficient because it did not discuss in detail the significant impact on land use and planning, nor is there a good faith, reasoned analysis in the response to comments.

4. Approving the Project Would Result in Racial and Economic Segregation and Disparately Impact People of Color

As a recipient of state and federal funds, the City is required to affirmatively further fair housing by reviewing patterns of economic and racial segregation. Further, the City must establish goals and priorities to address fair housing barriers. The Fair Housing Act specifically requires HUD program participants, including the City of Woodland, to take “significant actions to overcome historic patterns of segregation, achieve truly balanced and integrated living patterns, promote fair housing choice, and foster inclusive communities that are free from discrimination.” (24 C.F.R. 5.150) As proposed, the Project will further exacerbate racially and ethnically concentrated areas of poverty in southern Woodland. The area where the Project is proposed is bordered by single-family homes occupied mostly by white households, according to mapping data available on the Housing and Urban Development web site. (See HUD map, attached as Exhibit B) Moreover, the area surrounding the Project site, and most of southern Woodland, contains very few affordable housing units. (See Exhibit B) In contrast, the north side of Woodland has a large concentration of assisted housing units and significantly more people of color. (See Exhibit B) Here, it is clear from the maps that siting a 183 unit single-family home subdivision in the area proposed will further divide people based on race and income.

In addition to its duty to affirmatively further fair housing, the federal Fair Housing Act, the California Fair Employment and Housing Act, and the California Planning and Zoning Law impose fair housing duties on the City. (42 U.S.C. Section 3604(a), (f); California Government Code Sections 11135, 12955(l) and 65008(a)) These laws forbid cities from enacting or enforcing land-use laws that operate to make housing unavailable to classes of persons listed in the statutes. “A plaintiff establishes a prima facie case of discrimination if the defendant’s facially neutral practice causes a disproportionate adverse impact on a protected class; (2) to rebut, the defendant must justify the challenged practice; and (3) if the defendant meets its rebuttal burden, the plaintiff may still prevail by establishing a less discriminatory alternative.” (*Darensburg v. Metro. Transp. Comm’n*, 636 F.3d 511, 519 (9th Cir.2011) (citing *City & Cnty. of San Francisco v. Fair Emp’t & Hous. Comm’n*, 191 Cal.App.3d 976, 986 (1987)). Under the first step, the plaintiff’s prima facie case, “‘[t]he basis for a successful disparate impact claim involves a comparison between two groups—those affected and those unaffected by the facially neutral policy.’” (*Darensburg*, 636 F.3d at 519–20 (quoting *Tsombanidis v. W. Haven Fire Dep’t*, 352 F.3d 565, 575 (2d Cir.2003)). “An appropriate statistical measure must therefore take into account the correct population base and its racial makeup.” (*Darensburg*, 636 F.3d at 520 (citing *Robinson v. Adams*, 847 F.2d 1315, 1318 (9th Cir.1987)).

22 C.C.R. § 98101(j) “mak[es] clear that the selection of sites may support a section 11135 cause of

action.” (*Comunidad en Accion v. Los Angeles City Council* (2013) 219 Cal.App.4th 1116, 1126; *see* 22 C.C.R. § 98101(j)(1) (“It is a discriminatory practice for a recipient, in carrying out any program or activity directly, or through contractual, licensing or other arrangements, on the basis of ethnic group identification, religion, age, sex, color, or a physical or mental disability ... (j) to make or permit selections of sites or locations of facilities: (1) that have the purpose or effect of excluding persons from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity[.]”).

The Project, as proposed, would add 183 above-moderate and potentially moderate single-family homes to an area where racial and economic segregation already exists. Very low and low income households will not be able to secure housing in the 38 acre parcel. According to census data, racial minorities disproportionately represent very low and low income households in Woodland. Only 12 percent of white people in Woodland had income below the poverty level in the last twelve months (includes those who identify as white and Hispanic/Latino), compared to 56.8 percent of African American people, 19.6 percent of people identifying as American Indian and Alaska Natives, and 14.5 percent of people of two or more races during the same time frame. (See Exhibit C, Data from HealthyCity.org for the City of Woodland) 16.4 percent of Hispanic or Latino people had income below the poverty level during the last twelve months, while only 8.4 percent of people identifying as white and not Hispanic or Latino had income below the poverty level during this time frame. (See Exhibit C) Thus, approval of the Project as proposed would have a disproportionate adverse impact on people of color in violation of fair housing and planning and zoning laws.

5. The Prudler Project Is Not Consistent with the General Plan and Should Therefore Not Be Approved as Proposed.

The City’s General Plan outlines the long-term vision for land use and development in Woodland. But the General Plan is more than a vision of possibilities or a mere suggestion. California law establishes the general plan as the “constitution” for future development in the community. (*See e.g. Endangered Habitats League v. County of Orange* (2005) 131 Cal.App.4th 777.) General plans are basic land use charters governing the direction of all future land use in the jurisdiction. (*See e.g. deBottari v. City Council* (1985) 171 Cal.App.3d 1204.) To that end, the legality of virtually any local land use decision affecting land use and development requires consistency with all elements of the general plan. (*See* Cal. Gov’t Code §§ 664473.5, 66474, 65860; *California Native Plant Society v. City of Rancho Cordova* (2009) 172 Cal.App.4th 603; *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal.App.4th 807; *Fonseca v. City of Gilroy* (2007) 148 Cal.App.4th 1174.) This is known as the “consistency doctrine,” and it imbues the general plan with the force of law. (*See Leshner*

Communications, Inc. v. City of Walnut Creek (1990) 52 Cal.3d 531; *Citizens of Goleta Valley v. Bd. of Supervisors* (1990) 52 Cal.3d 553.) No local agency can approve a tentative map or zoning ordinance unless the proposed subdivision or ordinance is consistent with the general plan. (See Cal. Gov't Code §§ 664473.5, 66474, 65860.)

A project is "consistent" with the general plan when, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment. (*California Native Plant, supra*, 172 Cal.App.4th 603 (citing Gov't Code § 66473.5); *Friends of Lagoon Valley, supra*, 154 Cal.App.4th 807; *City of Irvine v. Irvine Citizens Against Overdevelopment* (1994) 25 Cal.App.4th 868.) The project need not align perfectly with each and every general plan policy; rather, the question is whether the project is compatible with, and does not frustrate, the general plan's goals and policies. (*California Native Plant, supra*, 172 Cal.App.4th 603; *Napa Citizens for Honest Government v. Napa County Bd. of Supervisors* (2001) 91 Cal.App.4th 342.) A project is inconsistent with a general plan, however, if it conflicts with a general plan policy that is fundamental, mandatory, and clear. (*Endangered Habitats, supra*, 131 Cal.App.4th 777.) Therefore, to ensure a project is in conformity with the general plan and the law, city officials must examine the specifics of a proposed project to determine whether it would be in harmony with the policies stated in the plan.

Here, the Prudler project is not consistent with several goals, policies, and programs in the General Plan's Land Use and Housing elements. The General Plan's Guiding Principles provide the foundation for the goals, policies and programs of the Plan. Principle number six is to "promote the provision of adequate housing including a variety of housing sizes and types for all persons in the community regardless of income, age, gender, race, or ethnic background." This principle underlies the goals, policies, and programs that follow in the Plan, including the following:

- Housing goal 2.A: promote the provision of adequate housing for all persons in the City, including those with special housing needs and to emphasize the basic human need for housing as shelter.
- Housing policy 2.A.3: ensure sufficient land zoned for a variety of housing types, residential densities, and housing prices.
- Housing program 2.A.2: City shall rezone at least 15 acres to R-25 (20-25 units per acre) or the equivalent zone with a minimum density of 20 units per acre. This rezone is in addition to lands currently zoned R-25 and is intended to accommodate a deficit of 664 units affordable to low and very low income households (earning 80% or less of the area median income).
- Land Use goal 1.A: to grow in an orderly pattern consistent with the economic, social and environmental needs of the community.

- Land Use policy 1.A.3: 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.
- Land Use goal 1.B: to provide adequate land in a range of residential densities to accommodate the housing needs of all income groups expected to reside in Woodland.
- Land Use policy 1.B.1: City shall support residential development at a manageable pace to achieve its fair share of regional housing needs.

It is undeniable from these goals, policies, and programs, and the guiding principle underlying them, that the City is committed to meeting the housing needs of its people. The pertinent question becomes, what is the current need of this community? According to the City's Housing Element, to date, there is a *deficit of sites to accommodate* low and very low income households (Housing Element, page 4, Program 2.A.2), and a *surplus of 1,420* units affordable to moderate and above-moderate incomes. (Housing Element, page 41, Table 2-39.) It is clear from this data that the community's current dire need is for low and very-low income housing, not moderate or above-moderate housing.

The Project will not further these principles, goals, policies and programs, and will instead obstruct their attainment thereby creating an inconsistency between the General Plan and the Project. The Project will develop 183 single-family homes for moderate or above-moderate incomes. The Project seeks to meet the affordability requirement in the City's Affordable Housing Ordinance by paying in-lieu fees for 18 low-income units.¹ (Development Agreement section 2.3.6.) Therefore, the project will not develop any low or very-low income housing, and will instead only increase the supply of moderate or above-moderate units. In order to achieve this end, the developer asks the City to certify the FEIR, which, as discussed above is defective, rezone to Single-Family Residential/Planned Development (R-1/PD), approve a Development Agreement, and approve a Tentative Subdivision Map that subdivides the 38-acre site into 183 single-family residential lots. Because not enough sites have been rezoned to meet the needs of the community, this site is potentially crucial to the City's fulfillment of meeting the community needs and closing the gap in sites identified for housing for low and very-low income households. This Project simply does not further the principles, goals, policies and programs of the General Plan to "rezone at least 15 acres to R-25" by October 2015, "to designate land for development

¹ The project fails to meet the affordability requirement. The Affordable Housing Ordinance requires ten percent of new for-sale units be affordable to low-income households. Woodland Mun. Code § 6A-3-20(a)(1). Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit. Woodland Mun. Code § 6A-3-20(a)(2). Therefore, in order to meet the affordability requirement, the project must either develop or pay in-lieu fees for 19 units (ten percent of 183 is 18.3). The developer, however, offers in-lieu fees for only 18 units.

consistent with the needs of the community” and to “provide adequate land in a range of residential densities to accommodate the housing needs of all income groups.” Instead, this Project will obstruct the attainment of these goals, policies and programs. Because the Project is not consistent with the General Plan, it should not be approved by the City as proposed.

6. The City Has Failed to Implement the Housing Element.

The City has failed to implement the Housing Element because it has not rezoned sufficient land to accommodate low-income and very-low income households by the deadline stated in Program 2.A.2 of the Housing Element. The adoption of a housing element creates a mandatory duty to take the actions mandated in the element. If the element obligates the community to take a particular action, failure to implement that aspect of the housing element breaches the mandatory duty created by the element and, therefore, constitutes an act inconsistent with the element. (Cal. Gov’t Code §§ 65583(c)(1), (2), and (3).) An action may be brought to compel a City to comply with the timelines established in its housing element. (Cal. Gov’t Code § 65583(h).)

As stated above, the Housing Element indicates a deficit of 230 units affordable to low-income and very-low income households. The City sought to remedy the deficit of low and very low-income housing by rezoning *at least* 15 acres to R-25 within 12 months following adoption of the 2035 General Plan or within two years of the adoption of the 2013 Housing Element, whichever comes first. (Housing Element, page 4, Program 2.A.2.) The 2035 General Plan has yet to be adopted, so the deadline for rezoning was within two years of the adoption of the 2013 Housing Element, or by October 15, 2015. This date has come and gone, and 15 acres have yet to be rezoned to meet the needs of the community. Although the City claims it has made progress by rezoning 9.3 acres to high density residential, this progress does not substantially comply with the Housing Element’s program and does not remedy the extreme housing shortage for low-income and very-low income households.

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Planning Commission
April 6, 2016

Conclusion

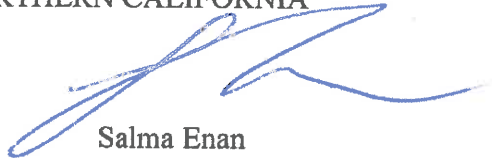
Thank you for your time and attention to this important matter. We remain hopeful that the City will make the necessary changes to the proposed Project outlined above and recirculate the EIR. However, if the EIR is certified and the project is approved as proposed, we will advise our clients of all available remedies.

Very truly yours,

LEGAL SERVICES OF NORTHERN CALIFORNIA



Alysa Meyer



Salma Enan

cc: Ken Hiatt, Community Development Director
Paul Navazzio, City Manager
Kara Ueda, City Attorney
Cindy Norris, Principal Planner

Enclosures

EXHIBIT A

Policy 2.A.4 The City shall require, through specific plans, neighborhood design standards, and development review, a mix of housing types, densities, designs throughout the city

Program 2.A.2 As a part of the comprehensive General Plan update, the City will identify lands for housing that can be developed by 2021 and that accommodate Woodland's share of the regional housing needs by income category. The City shall rezone at least 15 acres to R-25 (20-25 units per acre) or equivalent zone that has a minimum density of 20 units per acre and meets the requirements of California Government Code Section 65583.2, paragraphs "h" and "i." This rezone will be in addition to lands currently zoned R-25 and is intended to accommodate the City's Regional Housing Need Allocation (RHNA) of 664 units affordable to households earning 80% or less of the Yolo County median household income.

The City has identified several properties with a total land area of more than 39 acres within the Spring Lake Specific Plan Area that will be considered for re-designation, consistent with the requirements of this program. In addition, there are various vacant and underutilized properties within the Downtown Specific Plan Area and East Street Corridor Specific Plan Area (see Appendix A.1 and Figure 1) that may be appropriate for re-designation and re-zoning to allow higher-density housing development, consistent with this program. Sites shall be a minimum of two acres in land area (or, in infill contexts, adjacent sites that together comprise at least two acres). The areas considered by the City for re-designation and re-zoning for Housing Element purposes within the General Plan update process are within existing City limits, near infrastructure, and without substantial environmental constraints.

If, at any time, the supply of sites zoned for housing falls below the quantity of land required to accommodate the City's remaining regional housing needs allocation for any income group during the Housing Element planning period, the City shall initiate redesignations and rezonings to provide additional land.

Primary Responsibility: Community Development Department
Time Frame: Within 12 months following adoption of the 2035 General Plan or within two years of the adoption of the 2013 Housing Element, whichever comes first.

Table 2-6 Summary of Population, Employment, and Housing Projections for Woodland, 2008-2035

	2008	2020	2035	Projected Average Annual Change 2008-2035
Population	50,379	56,040	66,041	1.2%
Households	18,143	21,053	23,347	1.1%
Housing Units	19,238	21,518	24,452	1.0%
Total Employment	26,243	29,399	33,368	
Jobs/Household Ratio	1.3	1.4	1.5	-

Source: SACOG Housing Element Data Profiles Dec 2012 (Table 6) and SACOG staff

EXISTING HOUSING NEEDS

Housing Stock Characteristics and Conditions

This section describes the housing characteristics and conditions that affect housing needs in Woodland. Important housing stock characteristics include housing type, vacancy rates, tenure, condition, age and affordability. Table 2-7 presents data on the housing stock in Woodland and Yolo County in 2010. The table breaks out the total housing stock by type. As shown in this table, the majority of housing in Woodland during 2010 was single-family detached housing, which accounted for 63 percent of all units. This is a larger proportion of the total in the State overall, where only 58 percent of all units are single-family detached. With 59 percent of single-family detached units in 2010, Yolo County has a higher proportion of single-family detached units than the State, but slightly lower than Woodland.

Multi-family units (units in structures that contain two or more units) comprised the next largest segment of Woodland's housing stock, approximately 28 percent of the total. This proportion of multifamily units is slightly lower than that in both Yolo County at 29 percent and the State at 30 percent. The proportion of mobile home units (2.6%) is higher than Yolo County (1.7%) as a whole, but lower than the State (4.1 percent).

Table 2-7 Housing Units by Units in Structure for Woodland and Yolo County

City/County	Total Housing Units	SF Detached	SF Attached	2-4 units	5+	Mobile Homes
Woodland	19,845	12,633	1,313	1,151	4,067	681
Yolo County	74,224	42,980	5,032	4,810	17,674	3,728

Note: All figures have been rounded.

Source: SACOG Housing Element Data Profiles Dec 2012 (Table 21) and Table E-5 City/County Population and Housing Estimates 1/1/2012

The proportion of the housing stock by unit type (e.g., single-family versus multifamily) does not equate to tenure (owner versus renter) because some single-family homes are renter-occupied and some multifamily units may be owner-occupied. The rate of home ownership in Woodland was 55.9 percent in 2010, slightly higher than the 52.8 percent in Yolo County (Table 2-8, below). Table 2-8 suggests that a significant portion of the single-family housing

Table 2-21 Sale Price Distribution

<i>Sale Price Range</i>	<i>Number of Units Sold</i>	<i>Percent of Total</i>
Less than \$99,999	13	4.5
\$100,000-\$199,999	115	39.7
\$200,000-\$299,999	112	38.6
\$300,000-\$399,999	39	13.4
\$400,000-\$499,999	7	2.4
\$500,000-\$599,999	0	0
\$600,000 or more	4	1.4
Total	290	100

Note: Based on all full and verified sales of single-family residences in the 95695 and 95776 ZIP Codes between 9/1/2012 and 2/28/2013.

Source: DataQuick, BAE 2013

Special Housing Needs

The following subsections discuss these special housing needs of six groups identified in State housing element law (Government Code, Section 65583(a)(7)). These groups, referred to in this document as “special needs groups,” include seniors, persons with disabilities, large households, farm workers, families with female heads of households, and the homeless.

Persons with Disabilities

As shown in Table 2-22, 6,157 Woodland residents over the age of five have some form of disability. Table 2-23 presents data on the types of disabilities among people in Woodland from the ACS. Based on these data, more than 50 percent of people in Woodland who have a disability are not in the labor force.

The statistics for the Supplemental Security Income (SSI) program also provide information on the number of persons with disabilities who may have housing needs because of their low incomes. As of December 2011, the total number of SSI recipients receiving disability benefits in the two ZIP codes serving Woodland (95695 and 95776) was 1,370. This total may include SSI recipients who live outside the Woodland city limits but within those ZIP codes.

The Alta California Regional Center coordinates services for persons with developmental disabilities (cognitive disability, cerebral palsy, epilepsy, autism, etc.). As of February 2013, there were 276 adult clients in Woodland. No information is available on their housing arrangements. While some live independently, it is likely that many are living with parents or other family members. The number of people with developmental disabilities is increasing in California, the population is getting younger, and the number of people desiring to live in their own home in the community is increasing. According to the Association of Regional Center Agencies, housing needs for persons with developmental disabilities include universal design concepts; individual rooms for each tenant in community care homes; a range of housing types, size, and locations; and the open opportunity for tenants of a residential facility to obtain services from other, unrelated providers.

Table 2-22 Residents with Disabilities

	<i>Total Civilian non-institutionalized population aged 5 and over</i>	<i>With a Disability (number of persons)</i>	<i>Percent</i>
Woodland	54,648	6,157	11.3%

Source: SACOG Housing Element Data Profile Dec 2012 (Table 24)

Table 2-23 Disability Types and Employment

	Total Population: 33,730 Population In labor Force: 26,800 <i>Employed: 24,254 Unemployed: 2,546 Not in Labor Force: 6,930</i>		
With a disability	1,085	177	1,524
With a hearing difficulty	413	77	180
With a vision difficulty	284	0	298
With a cognitive difficulty	208	81	674
With an ambulatory difficulty	395	74	1,014
With a self-care difficulty	59	0	614
With an independent living	55	55	935
No Disability	23,169	2,369	5,406

Source: SACOG Housing Element Data Profile Dec 2012 (Table 25)

The Statewide Independent Living Needs Assessment prepared by the Department of Rehabilitation describes Yolo County as a formerly rural area that has undergone rapid population growth and urbanization over the past 20 years. The assessment concludes that growth has outpaced the expansion of Independent Living services, and human services of all kinds.

Latinos, Asian Americans and Native Americans are the most frequently mentioned ethnic minority populations in the need of Independent Living services. Disabled participants identified housing as a critical issue:

1. Adequate, affordable, universal design and safe housing is a basic need for community living. Many respondents discussed the need for housing, especially housing located near transportation and services. The built environment, including the relationship between housing, and transportation systems, can create barriers to independent living. Seven of ten people said that they could afford \$500 or less per month for housing. Almost 35% of the survey respondents have to go without basic needs such as childcare, health care or food in order to pay the rent or mortgage.
2. Transportation is the second most unmet service need due to the rising cost of fixed-route public transportation and paratransit services and lack of available non-emergency medical transportation.

3. The third most discussed unmet service need was health care. Co-pays are increasing and access to specialists accepting Medi-Cal and/or Medicare is increasingly difficult.

In-Home Supportive Services (IHSS) is the program administered by the County. It helps disabled and elderly people who need assistance with personal care and/or housework to remain safely in their own homes with independence and dignity. IHSS pays providers to do household tasks such as cooking, shopping, and cleaning as well as personal care such as help with bathing, bathrooming, getting dressed, transferring, and hygiene. To be eligible for IHSS an individual must meet both income and program requirements.

As of February 27, 2013, IHSS was providing support services to 512 disabled persons in Woodland. Summer House, Inc. provides housing for developmentally disabled adults and has 4 units. New Dimensions was completed in 2004, and is a 15-unit project that serves very low-income residents who are chronically mentally ill.

Many of the needs of residents with disabilities are related to housing affordability and may be met by implementing the City's programs supporting construction, rehabilitation, and preservation of affordable units. Residents with disabilities have special needs related to in-home services, mobility, or reasonable accommodations of disabilities. Programs 2.A.16, 2.C.3, and 2.C.4 address these special needs.

Senior Households

Senior households are defined as households with one or more persons over the age of 65 years. Approximately 10.8 percent of Woodland's population is comprised of seniors. Commonly seniors own their own home, but due to limited income or disabilities, may need assistance to remain in their homes.

Table 2-24 shows the number of persons over the age of 65 years and the percent of change in 2000-2010 per age category. Table 2-25 provides information about seniors with incomes below the poverty level. 11.2 percent of the total seniors had incomes below the poverty level during this period. The highest poverty rate is among seniors 75 years of age or more, at 14.5 percent. This rate is well below the overall poverty rate of Woodland residents as a whole (17.2 percent) and the poverty rate of other special needs groups (such as persons with disabilities and single mothers with minor children).

As of 2010, the majority of senior households in Woodland were homeowners as shown in Table 2-26. Of all 2010 households headed by a person 65 years or older, 70.6 percent owned their homes and 29.4 percent rented.

Table 2-24 Senior Population and Percentage Change

	Total Pop	65-69	70-74	75-79	80-84	85-89	90-94	95-99	100-104	105-109	100+
Number of Persons	6,024	1,793	1,290	1,055	833	694	272	74	13	0	0
Percentage Change between 2000-2010	16.6%	38.0%	14.1%	-7.5%	6.1%	38.8%	18.3%	2.8%	62.5%	n/a	n/a

SACOG Housing Element Data Profile Dec 2012 (Table 26)

Table 2-25 Seniors with incomes below the poverty rate

<i>Total</i>		<i>Below Poverty</i>			
<i>65 to 74</i>	<i>75+</i>	<i>65 to 74</i>		<i>75+</i>	
2,876	3,380	210	7.3%	489	14.5%

SACOG Housing Element Data Profile Dec 2012 (Table 27)

Table 2-26 Housing Tenure of Woodland's Senior and Non-Senior Households

<i>Household Type and Tenure</i>	<i>Number</i>	<i>Percent</i>
Senior-Headed Households¹	3,678	100%
Renter	1083	29.4%
Owner	2595	70.6%
Households Headed by a Non-Senior Person¹	15,043	100%
Renter	7,166	47.6%
Owner	7,877	52.4%

¹ Based on 65+

Source: SACOG Housing Element Data Profile Dec 2012 (Table 28)

The 2010 census data indicates a need in Woodland for additional programs to assist senior renters. Although there are more senior homeowners, it is the renters who experience the greatest housing challenges because of fixed incomes and rising rental rates. Senior homeowners, however, do face the problem of maintaining their homes, often on fixed incomes as well.

According to statistics from the Social Security Administration, as of December 2011, there were 2,057 Supplemental Security Income (SSI) recipients 65 years and over in Yolo County. SSI is a needs-based program that pays monthly benefits to persons who are 65 or older, blind, or have a disability. Seniors who have never worked or have insufficient work credits to qualify for Social Security disability often receive SSI benefits. In fact, SSI is the only source of income for a number of low-income seniors. With the maximum monthly benefit of \$698 as of 2013, SSI recipients are likely to have difficulty in finding housing that fits within their budgets since they can only afford to pay \$209 a month for rent.

Many of the needs of senior households are related to housing affordability and may be met by implementing the City's programs aimed at providing, preserving, and rehabilitating affordable housing. Other needs include in-home services, and assistance in home rehabilitation or maintenance. Programs 2.A.16 and 2.B.1 include actions to address these needs.

Large Households

Large households are those with five or more household members. Large households require housing units with more bedrooms than housing units needed by smaller households. In

general, housing for these households should provide safe outdoor play areas for children and should be located to provide convenient access to schools and child-care facilities. These types of needs can pose problems particularly for large families that cannot afford to buy or rent single-family houses, as apartment and condominium units are most often developed with childless, smaller households in mind. According to the 2010 Census, 3,086 households, or 16.5 percent of the total households in Woodland, had five or more members (Table 2-27, below).

Table 2-27 Tenure for Large Households

	<i>1-4 person household:</i>	<i>Percent</i>	<i>5-or-more person household</i>	<i>Percent</i>	<i>Total</i>	<i>Percent</i>
Total	15, 735	83.5	3,086	16.5	18,821	100.0
Owner occupied	8,849	84.5	1,623	15.5	10,472	100.00
Renter occupied	6,786	82.3	1,463	17.7	8,249	100.00

Source: SACOG Housing Element Data Profile Dec 2012

The 2006-2010 ACS estimates that Woodland housing stock has 3,352 owner-occupied units and 439 rental units with 4 or more bedrooms. That is 30 percent of the owner-occupied housing unit stock and 5.4 percent of the rental unit stock. However, the majority of these larger homes are not affordable to lower-income large families, creating a gap in housing need for this group.

In July 2011, the City approved funding assistance for the Mutual Housing at Spring Lake affordable project. The project will result in the construction of 101 rental units for very low and low income households. More than 30 percent of the units will have 3+ bedrooms. The City will continue to implement programs to facilitate construction, rehabilitation, and preservation of affordable housing, including larger units.

Farm Workers

Farm Workers are generally considered to have special housing needs because of their limited income and the often unstable nature of their employment (i.e., having to move throughout the year from one harvest to the next).

Farm workers are historically undercounted by the census and other data sources. The USDA Census of Agriculture provides a count of the number of farms and ranches and of the people who operate them, for each county in the nation. The USDA Census of Agriculture includes farm labor categorized by number of farms, total workers, workers working less than 150 days, and workers working more than 150 days. The latest available data is from the 2007 Census as the 2012 data has not been released to the public at this time. Table 2-28 summarizes the USDA Census of farm labor for Yolo County in 2007 by farm operation size. Table 2-29 provides a summary of the total number of farm, and farmers by permanent and part-time (seasonal) labor.

Table 2-28 Yolo County Hired Farm Labor Workers

	<i>Farm Workers</i>	<i>Farms</i>
Farm operations with fewer than 10 employees		
Permanent	875	269
Seasonal (e.g., fewer than 150 days)	650	218
Total	1,525	487
Farm operations with 10 or more employees		
Permanent	3,078	99
Seasonal (e.g., fewer than 150 days)	1,278	50
Total	4,356	149
Grand Total Permanent Farms (fewer than 10 and more than 10 employees)	3,953	368

Source: USDA 2007 Census of Farm Workers Volume 1, Chapter 2: County Level Data.

Table 2-29 Yolo County Farms and Farm Labor Workers

	<i>Farms</i>	<i>Total Workers</i>	<i>Workers >150 days</i>	<i>Workers <150 days</i>
Yolo County	368	3,953	2,025	1,928

Source: USDA 2007 Census of Agriculture; SAGOG Assessment of Farm Data January 22, 2012

In 2007, agricultural employment for farm workers working 150 days or more resulted in a payroll of \$24,459 (Yolo County). For those working less than 150 days, earnings were reported to be \$5,591. According to the U.S. Department of Agriculture, hired farm labor in Yolo County accounted for an annual average of 3,953 jobs.

The supply of farm worker housing remains inadequate in Woodland. Table 2-30 summarizes farm worker housing. As of February 2013, there was no publicly owned farm worker housing in Woodland. Based on discussions with local community members, many of the permanent farm workers live at the Casa Del Sol Mobile Home Park

Table 2-30 Farm Worker Housing in and near Woodland

<i>Facility Name</i>	<i>Location</i>	<i>Number of Units</i>
Casa Del Sol Mobile Home Park	Woodland	156
Dixon Center	Dixon	85
Madison Migrant Center	Madison	90
Davis Center	Davis	64
Total Units		308

Source: Yolo County and City of Woodland

In addition to expanding the stock of housing permanently available and affordable to farm workers, it is important to retain the existing stock of affordable housing that has been financed by federal and state sources. The USDA Section 515 rental housing program, while not specifically targeted to farm workers, provides low-cost housing in rural areas.

Most farm worker housing needs are related to housing affordability, and the City's programs to facilitate construction, rehabilitation, and preservation of affordable units will help meet the needs of farm workers in this area. In addition, Program 2.A.10, requires that the City amend its zoning code to facilitate farm worker housing, and that the City consider fee waivers and reduced development standards to encourage farm worker housing.

Female-Headed Households

Female headed households are another special needs group defined by state law. These households often have special needs due to their family or lower income status. Of particular concern are single female-headed households with children, as this group tends to have lower incomes and high dependency on social services. The U.S. Census provides household information regarding single female-headed households with children under the age of 18. Children living in female-headed households are more likely than others to live below the poverty level. Single mothers have a greater risk of falling into poverty than single fathers, due to such factors as the wage gap between men and women, limited training, required education for higher-wage jobs, and inadequate child support. According to the United States Bureau of Labor Statistics, in 2011, California women who were full-time wage and salary workers had median weekly earnings of \$751 or 89.9 percent of the \$835 median weekly earnings for their male counterparts.

As shown in Table 2-31, of the 13,548, households in 2010, females headed 19.6 percent of the City's households. Further examination shows that 34.9 percent had children under 18, and 1.7 percent had no children under the age of 18. Table 2-31 shows that of the 7.8 percent of Woodland's families living below the poverty level, 45.2 percent are female-headed households.

Table 2-31 Female-Headed Households

<i>Householder Type</i>	<i>Number</i>	<i>Percent</i>	<i>Percent Change from 2000-2010</i>
Total Households	13,548	100%	10.3%
Total Female-Headed Householders	2,649	19.6% of total families	22.2%
Female Heads with Children under 18	1,804	68.8% of female headed families	34.9%
Female Heads without Children under 18	845	31.9% of female headed families	1.7%
Total Families Under the Poverty Level		7.8% of total families	
Female-Headed Households Under the Poverty Level		20.8% of total below poverty	
Female-Headed Households Under the Poverty Level with children under 18		24.4% of total below poverty	

Note: All percentages have been rounded.

Source: SACOG Housing Element Data Profiles Dec 2012 (Tables 32 and 33)

Historically, mothers receiving welfare benefits have been unable to rent decent housing in the private market. As of 2013, a CalWORKS (formally known as Aid for Dependent

Children [AFDC]) family, which receives \$725 (family of 4) per month, is not able to afford the 2013 Fair Market Rent of \$850 for a 2 bedroom apartment in Woodland).

The housing need for this special needs group is also demonstrated by the fact that as of March 2013, 460 households in Woodland were receiving rental assistance from the Housing Choice Voucher Program (formerly known as Section 8). Although Yolo County Housing (YCH) does not track recipients by gender, the agency reported that the larger percentage of this total is received by female-headed households. YCH administers affordable housing programs for Woodland, Winters, West Sacramento, Davis and unincorporated communities in Yolo County, which are funded by HUD. The program subsidy pays the difference between 30% - 40% of income at initial move-in.

YCH owns and operates three affordable housing developments in Woodland: Yolano Village (60 units) Donnelly Circle (72 units), Cottonwood Meadows (48 units), and Crosswood Apartments (47 units). YCH also owns and operates 4 transitional housing units. As of April 24, 2013 there were 3,060 households on the waiting list for Yolano-Donnelly units.

The difficulty that female heads of households encounter in obtaining affordable housing has often led to homelessness for both them and their children (see Table 2-32, below). The Yolo County Homeless and Poverty Action Coalition (HPAC) conducted a biannual count of the homeless in Woodland in January 2013 and reported 186 people to be homeless, including 45 women and 39 children.

The housing needs of female-headed households are similar to those of other groups, although these households are more likely to have lower incomes or to live in poverty. The City's programs to construct, rehabilitate, and preserve affordable housing, as well as programs supporting emergency shelters and homeless services address many of the needs of female-headed households.

Homeless Persons

Table 2-32 shows the estimated homeless population in Yolo County from the 2013 Yolo County Homeless Census, including the number of chronic homeless, homeless veterans, and homeless families with children.

Table 2-32 2013 Homeless Census

	<i>Sheltered</i>	<i>Unsheltered</i>	<i>Total</i>	<i>Chronic Homeless</i>	<i>Veterans</i>	<i>Persons in Households with children</i>
Woodland	146	40	186	16	18	60
Yolo County Total	276	198	474	134	44	129

Source: *Yolo County Homeless Census Data Report 2013*

The current federal definition of a chronically homeless person does not include persons in families. Many service providers believe that the definition should be expanded to include persons that meet the other conditions of chronic homelessness but are part of a family unit.

These family members may face many of the same challenges as single individuals, while also dealing with family maintenance issues.

The City of Woodland recognizes the needs of the homeless population and is committed to the countywide 10-year plan to end homelessness. The adopted plan is called *One at a Time: Ending and Preventing Homelessness in Yolo County (2010-2020)*. Local Ten-Year Plans to End Homelessness are encouraged by the U.S. Interagency Council on Homelessness and are result-oriented plans that incorporate cost-benefit analyses, prevention, housing and services innovations, and best practices.

Six Key Action Steps in the Ten-Year Plan are:

- Create and expand Housing Resource Centers in each City to improve system coordination, reduce duplication, and increase access to available services, housing, and homeless services.
- Identify and access funding for extremely affordable permanent housing and services to access and maintain housing.
- Increase availability and access to mental health and substance use services.
- Make transportation assistance available to improve access to services and employment opportunities.
- Create or assign a staff position to support plan implementation and move the plan forward.
- Maximize use of the Homeless Management Information System (HMIS) to collect and analyze data on homelessness and program outcomes and to facilitate inter-agency case management and information sharing and to increase efficiency.

The City of Woodland supports and funds (when possible) an array of special services for the homeless. The City participates in the countywide Homeless Coordination Project that provides services to the homeless in Yolo County. The Project includes Homeless Coordination and the Cold Weather Shelter. The intent of the Homeless Coordination Project is to improve and expand services to the homeless and very low-income individuals, increase funding for local agencies serving these individuals, and increase the efficiency with which grant funds are obtained and managed. The Cold Weather Shelter provides shelter to homeless individuals during the four coldest months (120 nights) from November through February. There are beds for 24 persons each night and provisions for overflow. The City of Woodland provides funding for the shelter.

The City amended the East Street Corridor Specific Plan in March 2013 to add emergency shelters as permitted uses in Areas C and E. In these two zones alone (Areas E and C), there are six vacant parcels and 10 vacant and substantially underutilized parcels (where at least 80% of the site, or two acres, is undeveloped). There is more than seven acres of vacant land available in these Specific Plan zones (7.017 acres) and almost 13 acres of substantially underutilized land (12.88 acres). In addition, the City amended its zoning code to include emergency shelters as a conditional use in the Multiple Family Residential (R-M) Zone. These

parcels have no significant environmental or infrastructure constraints that would impede their use for homeless shelters and supportive service facilities.

Based on the estimated number of homeless persons in Woodland (see Table 2-32, previous page), the acreage available to accommodate homeless facilities is more than adequate to meet the City's unsheltered homeless needs.

City of Woodland's programs for homeless services include the following:

Yolo Wayfarer Center (Cold weather shelter services): The singles' shelter program provides 14 transitional beds and 30 beds for residential treatment. The family shelter program provides 10 apartments, 4 three-bedroom duplexes, and a 5-bedroom women's house.

Walnut House: This program, operated by the Woodland Youth Services, provides shelter services to females ages 12 through 21 that are in the foster care system and also for AB12 non-minor dependents who are disabled or temporarily homeless after being abandoned, neglected, or abused. The home is licensed for 6 residents. Due to the current budget constraints, the City is unable to commit funding to this program as it had in the past.

Shelter Home: This program is also operated by the Woodland Youth Services and provides shelter services to male children ages 12 through 21 that are in the foster care system and also for AB12 non-minor dependents who are disabled or temporarily homeless after being abandoned, neglected, or abused. The home is licensed for 10 residents. Due to the current budget constraints, the City is unable to commit funding to this program as it had in the past.

Short Term Emergency Aid Committee (STEAC): This non-profit organization provides assistance to low income families with moving into long-term housing by paying first month's rent, assisting with utility costs, food and/or clothing throughout Yolo County

Countywide Homeless Coordinator: The City provides funds annually to support the activities of the Homeless Coordinator. Through 2012 to 2013, the City continued to contract for the services of Yolo County's Homeless Coordinator.

The City implements programs 2.A.14, 2.A.14, and 2.A.15 to provide emergency shelter services, fund transitional and special needs housing for homeless residents, and support the services of Yolo County's Homeless Coordinator.

PROJECTED HOUSING NEEDS

Regional Fair Description of Criteria for Identifying Housing Sites

Share Allocation

The Sacramento Area Council of Governments (SACOG) issued its Final Regional Housing Needs Plan (RHNP) and Regional Housing Needs Allocations (RHNA) on September 20, 2012 for the Housing Element compliance period of January 1, 2013 through October 31, 2021. The RHNP is part of a State-wide mandate to address housing issues that are related to future growth in the SACOG region, and is required by State law. The RHNP allocates to

cities and counties their “fair share” of the region’s projected housing needs by household income group over the planning period of each jurisdiction’s housing element.

The core of the RHNP is a series of tables which indicate for each jurisdiction the distribution of housing needs (RHNA) for each of four household income groups, and the projected new housing unit targets by income group for the ending date of the plan. These units are considered the basic new construction need to be addressed by individual city and county housing elements. The allocations are intended to be used by jurisdictions when updating their housing elements as the basis for assuring that adequate sites and zoning are available to accommodate at least the number of units allocated.

The total number of units allocated to each jurisdiction for the 2013-2021 planning period are derived from regional allocations based on population forecasts produced by the California Department of Finance. SACOG also took each jurisdiction’s draft percentage share of growth forecasted in the Metropolitan Transportation Plan (MTP) adopted on April 19, 2012 and multiplied that percentage by the overall regional housing needs determination provided by HCD.

As shown in Table 2-33, SACOG allocated Woodland a total of 1,877 housing units for the 8-year planning period between January 1, 2013 and October 31, 2021. The allocation is equivalent to an average yearly need of 235 housing units. While the RHNA does not include an allocation for extremely low, Government Code Section 65583(a)(1) requires that a jurisdiction’s housing element include a calculation on the subset of extremely low income (ELI) households either using existing data or presume that 50 percent of the very low income (VLI) households qualify as ELI households. The City has calculated its ELI at 195 units or half of the VLI.

The City of Woodland must demonstrate that it can accommodate a total of 1,877 new housing units by October 2021.

Table 2-33 Woodland Regional Housing Needs Allocations (RHNA) by Income, 2013-2021

Total	Extremely Low (ELI)*	Very Low* (VLI)	Low (LI)	Moderate	Above Moderate	Combined Lower Income (ELI, VLI, and LI)
1,877	195	195	274	349	864	664
100%	10.4%	10.4%	14.6%	18.6%	46.0%	35.4%

* The very low income housing need allocation provided by SACOG was 380 units, and the City has chosen to distribute 50 percent of this total into the extremely low income category.

Source: Sacramento Area Council of Governments (SACOG), 2013-2021 Final Regional Housing Needs Allocations

Since the Housing Element planning period starts on January 1, 2013, the City may count housing constructed beginning January 1, 2013, or housing approved for construction as of that date, toward its RHNA for this planning period. For the period of January – March 2013, the City issued building permits for the construction of 30 single-family homes ranging in price from \$177,278 - 319,911, including homes set aside for purchase by lower-income households pursuant to the City’s Affordable Housing Ordinance (6A).

Table 2-34 Assisted Housing*Assisted Rental Units*

<i>Project Name</i>	<i>Address</i>	<i>Owner/Contact</i>	<i>Total Units</i>	<i>Total Assisted Units</i>	<i>Type</i>	<i>Expiration Date- Restrictive Clause Expiration Date</i>	<i>Sub:</i>
Woodmark Apartments	7000 Kincheloe Court	--	173	171	Family	--	Tax
925 North Street	925 North Street	Development Assistance Corp. (DAC)	7	7	Family	--	CD Tax Exe
Summertree Apartments	555 Community Lane	--	93	91	Disabled	2011	SEC
Fair Plaza East Senior Apartments	35 West Clover Street	USA Properties	68	67	Senior	--	CAI Bon Tax
Lincoln Gardens	800 West Lincoln Avenue	PCC Properties	86	32	Senior	2012	Tax Bon Bon
Cottonwood Meadows	120 N. Cottonwood Street	New Hope CDC (YCH)	47	14	Senior	--	Stat
Courtside Towers/Village	320 West Court Street	--	102	102	Senior (Section 8)	--	Der
Acacia Glen Senior Apartments	615 Acacia Way	--	41	8	Senior	--	--
Fowler Commons	135 Third Street	--	5	5	Senior	--	In p
Summer House Inc. Project		--	3	3	Persons with Disabilities	--	CD

Table 2-34 Assisted Housing*Assisted Rental Units*

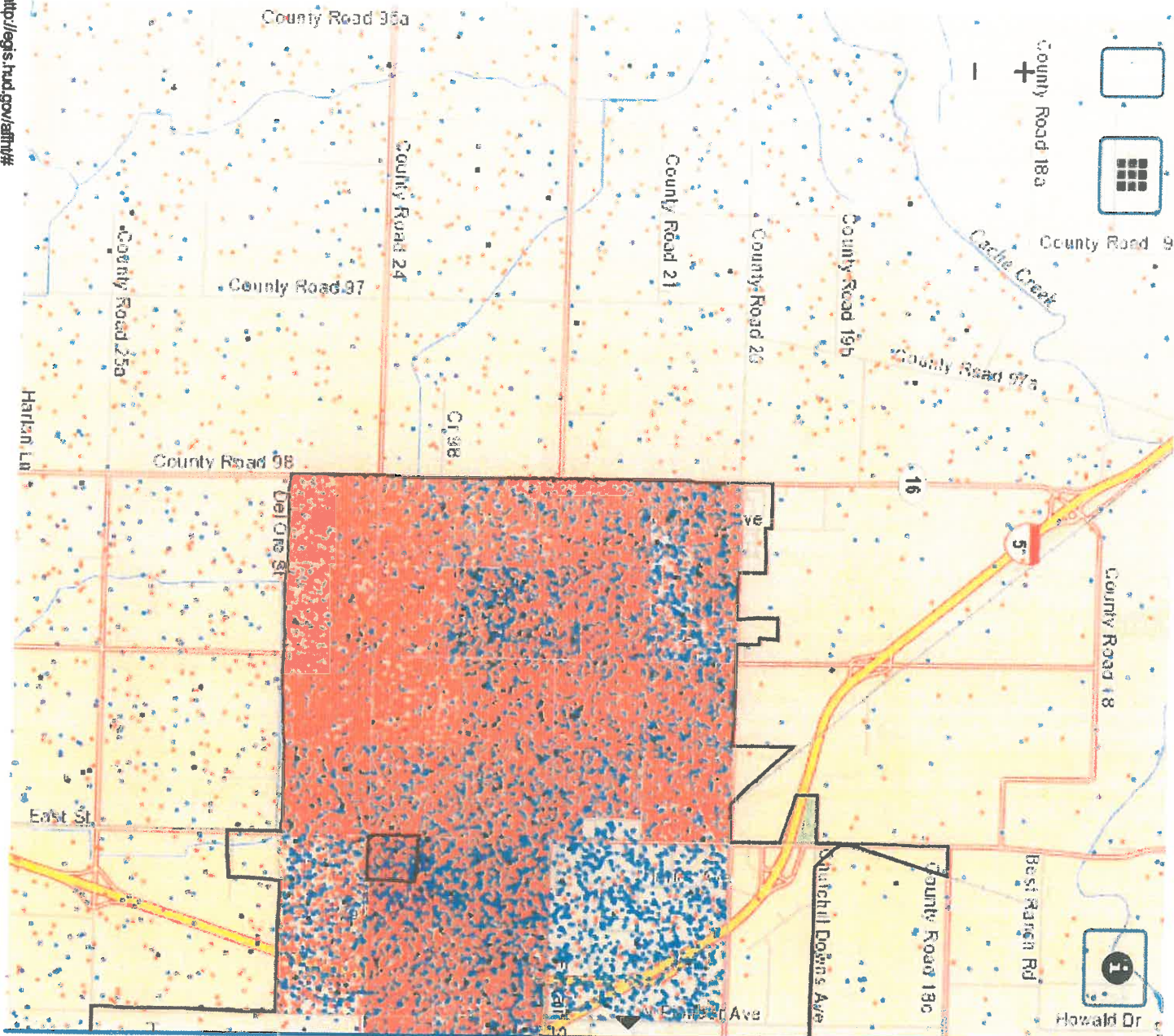
<i>Project Name</i>	<i>Address</i>	<i>Owner/Contact</i>	<i>Total Units</i>	<i>Total Assisted Units</i>	<i>Type</i>	<i>Expiration Date- Restrictive Clause Expiration Date</i>	<i>Sub.</i>
New Dimensions	580 Kentucky Avenue	--	15	15	Persons with Disabilities	10/31/2012 ³	PR/
Stella Senior Apartments – 25 West Lincoln Avenue	--	--	24	24	Senior	--	--
Leisureville Mobile Home Park	1313 E Gibson Road	Resident-owned	150	76	Senior	--	CD
Casa Del Sol Mobilehome Park	709 East Street	CHOC	156	156	Family	--	HC HEL Exe Call Call AW CD
Rochdale Grange	2090 Heritage Parkway	Rochdale Grange, L.P.	44	43 (7 Accessible Units)	Family	2065	LIT AHI
Yolano Village	0 Lemen Ave	Yolo County Housing	60	60	Family		Pub
Donnelly Circle	0 Lemen Ave	Yolo County Housing	72	72	Family		Pub

Source: ¹ Conversation with YCH, specific data was not yet available or was unattainable.

² YCH is new owner

³ SACOG January 18, 2013 Data on SACOG Region-Preservation Units lists a Low Risk Level

EXHIBIT B



Map Information

Woodland (CDBG)

Name: Map 1 - Race/Ethnicity

Description: Current race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs

Jurisdiction: Woodland (CDBG)

Region: Sacramento-Roseville-Arden-Arcade, CA

Map Layers

Legend TOC

Dot Value: 1 dot = 1

Demographics 2010

1 Dot = 1 People

White, Non-Hispanic

Black, Non-Hispanic

Native American, Non-Hispanic

Asian/Pacific Islander, Non-Hispanic

Hispanic

Other, Non-Hispanic

TRACT

R/ECAP



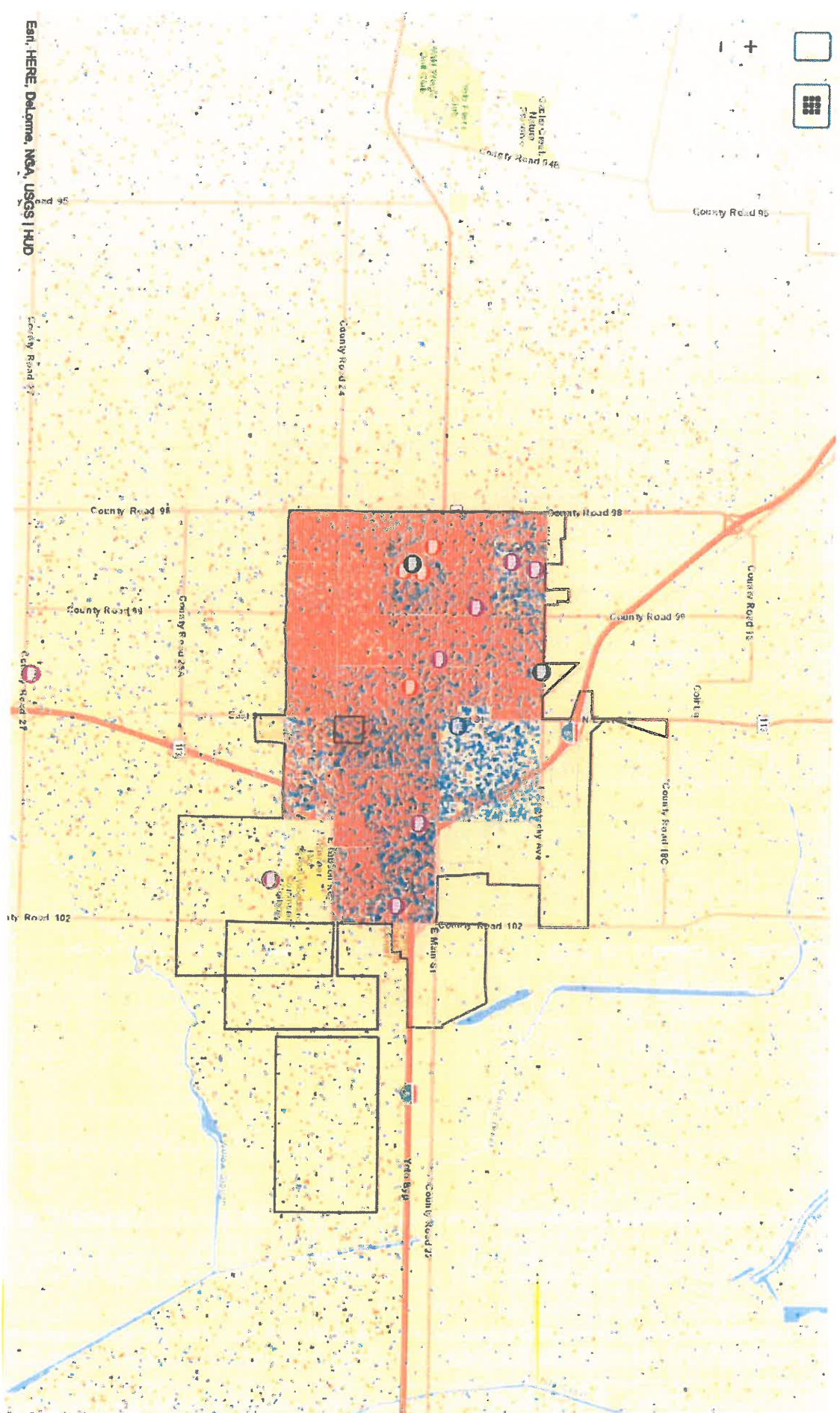


EXHIBIT C

Below Poverty by Race

Income & Poverty » People Living in Poverty By Race & Age

		City / Place (2010): Woodland
		2009 - 2013
■	Below Poverty - Hispanic or Latino	
People whose income in the past 12 months is below the poverty level - Hispanic or Latino		4,341 (3,391 ~ 5,291) 16.4% (12.9 ~ 19.9)

- (Hyphen) Indicates that data for this geographic area is not available, cannot be displayed because the number of participants, or sample cases is too small.

Universe: All people except institutionalized people, people in military group quarters, people in college dormitories, and unrelated individuals under 15 years old

Table Metadata: Note: these counts and percentages of persons in poverty include ethnic Hispanics or Latinos of all races, including White, Black or African American, American Indian and Alaska Native, Asian, Native Hawaiian and Other Pacific Islander, and other, or two or more races.

Data Source: American Community Survey 5-Year Estimates

Data Year: 2009 - 2013

		City / Place (2010): Woodland
		2009 - 2013
■	Below Poverty - White, not Hispanic or Latino	
People whose income in the past 12 months is below the poverty level - White, Non-Hispanic or Latino		1,971 (1,549 ~ 2,393) 8.4% (6.7 ~ 10.1)

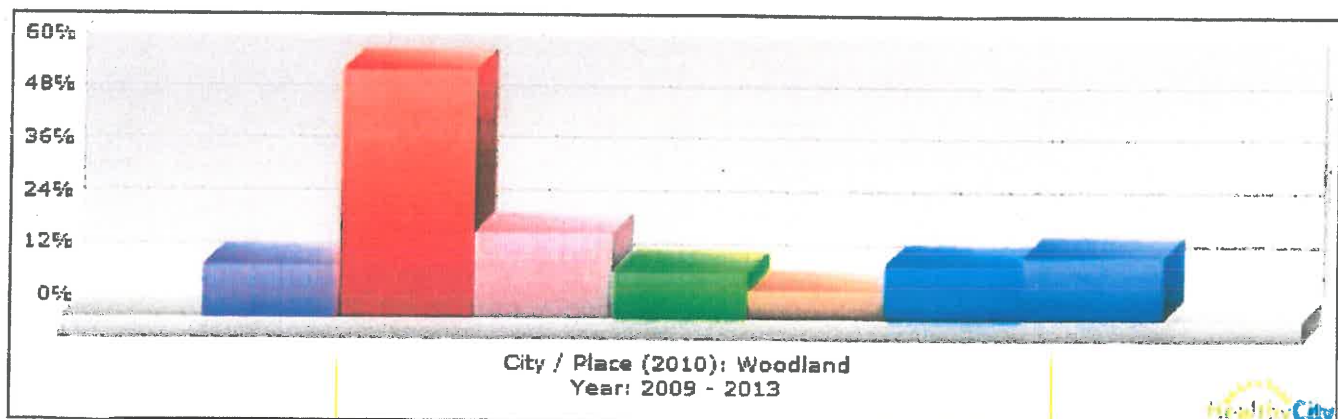
- (Hyphen) Indicates that data for this geographic area is not available, cannot be displayed because the number of participants, or sample cases is too small.

Universe: All people except institutionalized people, people in military group quarters, people in college dormitories, and unrelated individuals under 15 years old

Table Metadata: Note: these counts and percentages of persons in poverty do not include Hispanics or Latinos.

Data Source: American Community Survey 5-Year Estimates

Data Year: 2009 - 2013



City / Place (2010): Woodland
2009 - 2013

Below Poverty - White People whose income in the past 12 months is below the poverty level - White	4,729 (3,803 ~ 5,655) 12.0% (9.7 ~ 14.3)
Below Poverty - Black or African American People whose income in the past 12 months is below the poverty level - Black or African American	383 (0 ~ 788) 56.3% (25.9 ~ 87.7)
Below Poverty - American Indian and Alaska Native People whose income in the past 12 months is below the poverty level - American Indian and Alaska Native	176 (72 ~ 280) 19.6% (9.4 ~ 29.8)
Below Poverty - Asian People whose income in the past 12 months is below the poverty level - Asian	351 (96 ~ 606) 10.8% (3.4 ~ 18.2)
Below Poverty - Native Hawaiian or Pacific Islander People whose income in the past 12 months is below the poverty level - Native Hawaiian or Pacific Islander	9 (0 ~ 26) 6.7% (0.0 ~ 19.9)
Below Poverty - Other People whose income in the past 12 months is below the poverty level - Other	1,050 (527 ~ 1,573) 12.4% (6.7 ~ 18.1)
Below Poverty - Two or More Races People whose income in the past 12 months is below the poverty level - Two or More Races	295 (160 ~ 430) 14.5% (8.1 ~ 20.9)

- (Hyphen) Indicates that data for this geographic area is not available, cannot be displayed because the number of participants, or sample cases is too small.

Universe: All people except institutionalized people, people in military group quarters, people in college dormitories, and unrelated individuals under 15 years old

Table Metadata: Note: the percentages of poverty by racial/ethnic group reported in this table are the percentages of persons in poverty in a racial/ethnic group among all persons of that racial/ethnic group. So, a 10% rate of poverty for people of Two or More Races in an area should be read to mean that 10% of people of Two or More Races earned below poverty incomes in a given year.

Data Source: American Community Survey 5-Year Estimates

Data Year: 2009 - 2013



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Memorandum

To: Ken Hiatt, City of Woodland Community Development Director
Cindy Norris, City of Woodland Principal Planner

From: Kara K. Ueda and Ethan J. Walsh, City Attorney

Date: June 15, 2016

Re: Prudler Subdivision Project--Letter from Legal Services of Northern California

On April 6, 2016, Legal Services of Northern California (“LSNC”) submitted a letter to the City of Woodland Planning Commission (“Planning Commission”) making certain objections to the proposed Prudler Tentative Subdivision Map Project (PLNG 14-00090) (the “Project”). You requested that the City Attorney’s office review and respond to the objections made in LSNC’s letter. This memorandum addresses each of the legal issues raised by LSNC. Further, we have reviewed the letter submitted to the City from the applicant’s representative, Phillips Land Law, Inc., and agree with its response to LSNC’s letter.

1. The Proposed Project Does Not Have a Significant Impact on Land Use and Planning

LSNC asserts that the Project will have a significant impact on land use and planning, arguing that the Project is inconsistent with the City’s adopted Housing Element, and that the impact has not been mitigated as required by the California Environmental Quality Act (“CEQA”) (Public Resources Code §§ 21000 *et seq.*). LSNC argues that the Housing Element requires the City to rezone at least 15 acres within the City to R-25 zoning (accommodating 20-25 units per acre). And because the Project is a single family residential project and does not rezone any property to R-25 zoning, LSNC argues the Project is inconsistent with the City’s Housing Element. LSNC further argues that the Initial Study for the Project (prepared as a part of the CEQA process) incorrectly concludes that the Project would implement the principle of “promising the provision of adequate housing including a variety of housing types for all persons in the community regardless of income, age, gender, race or ethnic background” because the Project will only include single family housing and not multifamily housing. (LSNC April 6, 2016 letter, p.2.)

LSNC’s first allegation regarding the implementation of the City’s Housing Element is not directly relevant to the Council’s consideration of this Project. The Housing Element Law (Gov’t Code §§ 65580 *et seq.*) requires the City to provide adequate sites for the development of its fair share of the regional housing needs for all income levels. (*Id.* § 65583.) The City’s fair share obligations for very low, low, moderate and above-moderate income households are determined by the Sacramento Area Council of Governments (“SACOG”) and

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provided to the City for use in developing its Housing Element. At the time the City prepared its 2013 Housing Element, the City's share of the regional housing need included 390 very low income units and 274 low income units. At that time, the City only had capacity for 217 very low income units and 217 low income units, and as a result needed to develop a plan to generate capacity for an additional 173 very low income units and 57 low income units (or a total of 230 units). (City of Woodland Housing Element, p. 57, Table 2-39.) In order to generate that additional capacity, the Housing Element provides that the City would rezone at least 15 acres to R-25 zoning to ensure that there were adequate sites to accommodate dense, multifamily housing that is assumed to accommodate low and very low income households. In the Housing Element, the City identified over 39 acres within the Spring Lake Specific Plan ("SLSP") Area to be considered for redesignation to R-25 zoning, as well as vacant and underutilized properties within the Downtown Specific Plan Area and the East Street Corridor Specific Plan Area that may be appropriate for rezoning to higher densities. (City of Woodland Housing Element, p. 4-5, Figure 1.)

The Housing Element declared that the City would consider the identified sites for redesignation and rezoning in order to accommodate the City's fair share of the regional housing need. The site of the proposed Project was not one of the sites identified in the Housing Element as a potential site to be rezoned and redesignated for multifamily housing. (City of Woodland Housing Element, Table 1.) The Housing Element did not state that it would consider every site in the City for rezoning to multifamily housing, nor did it state that it would obligate all future residential development to accommodate multifamily housing until the City's fair share obligations are met.

Instead, the City set forth a program to meet its share of the regional housing needs and designated specific properties that could be redesignated and rezoned to meet those needs. The fact that the City considers a separate residential project that was not contemplated as part of the City's program for meeting its fair share obligations for low and very low income households is not at all inconsistent with the City's Housing Element. Consideration of the Project and the implementation of the Housing Element are two separate issues, and the City's progress on obtaining capacity to meet its fair share requirements has no direct bearing on the City's consideration of this Project. Even if merited, LSNC's concerns regarding implementation of the Housing Element and the rezoning of identified sites do not result in this Project being inconsistent with the Housing Element and certainly do not result in a significant impact to the environment that has to be mitigated under CEQA.

Secondly, the LSNC letter ignores the actual progress that the City has made in securing sufficient capacity for its fair share of very low and low income units. First, in 2015, the City rezoned 9.3 acres within the Spring Lake Specific Plan area to R-25 zoning, in furtherance of the Housing Element. At densities of 20-25 units/acre, this property alone will accommodate

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149-186 units.¹ Additionally, in March 2016, the City approved an actual project to be developed by Mercy Housing and New Hope Community Development Corporation at the site of the former Yolo General Hospital on West Beamer and North Cottonwood Streets, which will consist of 79 low and very-low income units (the “Mercy Housing Site”). These two properties will accommodate between 228 and 265 multifamily units.

The Housing Element law requires each City to identify adequate sites to accommodate the housing needs in each income category. (Gov’t Code §65583(c)(1).) The City met that requirement through the rezoning of land within the SLSP area and the Mercy Housing Site. While the rezoning of the Mercy Housing Site was not expressly contemplated as a site for low and very-low income housing in the Housing Element, this rezoning helped the City reach its ultimate goal of identifying adequate sites to meet its regional housing need. At worst, the City is two units shy from meeting its fair share requirements for low and very-low income households based on the City’s conservative assumptions, and the City is continuing to look at additional potential sites through the General Plan update process. While the status of implementation of the City’s Housing Element is not directly relevant to consideration of the Project, the City has already identified, rezoned, and redesignated sufficient sites to meet its fair share requirements; and it has met the requirements of the Housing Element Law in identifying adequate sites to meet its fair share requirements.

Lastly, LSNC also asserts that this Project is inconsistent with the Housing Element because it does not satisfy the City’s overarching policy goal of “promoting the provision of adequate housing including a variety of housing types for all persons in the community regardless of income, age, gender, race or ethnic background.” It is important to note that the language quoted above constitutes an overall policy of the City for its housing stock generally. Not every project considered has to meet every housing need of the City, nor does every project have to satisfy every policy of the General Plan. (*Sequoyah Hills Homeowners Assn. v. City of Oakland* (1994) 23 Cal.App.4th 704, 719.)

Nevertheless, while the Project does not provide for multifamily units on the Project site, the developer has committed to pay to the City \$620,000 in affordable housing in-lieu fees, which the City can use to produce actual affordable housing within the City of Woodland. In its letter, LSNC emphasizes the need for additional affordable housing assisted rental units in the City. Affordable housing is very rarely, if ever, generated through zoning alone. It is nearly always developed with local, state and federal governmental assistance. With the elimination of the Woodland Redevelopment Agency, the City has very limited means to provide the type of financial assistance needed to actually generate affordable housing in the City. The in-lieu fees to be paid by the developer will provide the City with a much needed resource to assist affordable housing developers in actually producing the needed affordable

¹ The 9.3 acre property, if developed at full capacity, would actually accommodate 186-232 units. However, the City conservatively assumes that only 80% of the property would be developed. Based on that conservative assumption, the City has assumed that the 9.3 acres will accommodate 149-186 units of multifamily housing.

units and will therefore promote the provision of affordable housing, consistent with the policy cited by LSNC.

2. *The City Did Consider an Adequate Range of Alternatives in the EIR*

LSNC argues that the EIR does not include a “reasonable range of alternatives” to the Project, as required by CEQA, and instead uses an “all or nothing” analysis that does not take into account achieving most of the basic objectives of the Project while avoiding the significant effects of the Project. The Draft EIR considered but dismissed an off-site alternative and an existing zoning alternative and considered in detail a no project alternative, reduced intensity alternative, and a mixed use alternative. (Draft EIR, p. 6-4, 6-6.) LSNC submitted comments on the Draft EIR claiming that the Draft EIR lacked a sufficient alternatives analysis, specifically that a higher density alternative was not considered. In response to comments submitted, the City addressed its decision regarding the selected alternatives and also considered a higher density alternative. (Final EIR, p. 2-257-2-259.)

However, LSNC asserts that the City should have considered LSNC’s proposed alternative, which was to rezone two to three acres for multifamily development and dedicate that land as a means of helping to meet the developer’s affordable housing obligations. CEQA requires the City in its EIR to describe a range of reasonable alternatives that would feasibly attain most of the basic objectives of the Project but would avoid or substantially lessen any of the significant effects of the Project. (CEQA Guidelines §15126.6(a); *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 566.) But the City is not required to consider every conceivable alternative to the Project. (*California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 988.) LSNC clearly believes that its proposed alternative offers the best policy option to provide affordable housing on the Project site, but it offers no explanation why its proposed alternative would avoid or substantially lessen the potential environmental effects of the Project. The City is not required to consider LSNC’s desired alternative just because it furthers LSNC’s preferred policy outcome, and LSNC’s alternative will not further the City’s environmental analysis. CEQA, therefore, does not require the City to consider LSNC’s proposed alternative.

3. *The Final EIR Provides a Good Faith Reasoned Analysis in Response to LSNC’s Comments*

LSNC argues that the City did not respond to its comments with a good faith reasoned analysis in the Final EIR. The Final EIR did respond to LSNC’s comments and clearly explained why LSNC’s comments did not demonstrate a significant environmental impact that must be mitigated. (Final EIR, p. 2-4-2-5.) In its comment letter on the Draft EIR, LSNC made similar comments to those made in LSNC’s April 6 letter, arguing that the City has an obligation to rezone properties to R-25. The Final EIR explains in detail that the Project site is not one of the properties that the City listed as a potential site to be redesignated and rezoned to R-25 zoning, and in any event the City has provided for the needed capacity for low and very low

income units through the rezoning of 9.3 acres in the SLSP area and the rezoning of the Mercy Housing Site; and the City continues to work to locate additional sites that would be suitable for high density housing through the General Plan update process. (*Id.*) As explained above, the City's compliance with implementation of its Housing Element is a separate issue from the consideration of the Project, and notwithstanding that fact, the City has been able to identify sufficient sites to meet its regional housing need and is continuing to locate additional sites.

4. *LSNC Does Not Provide Evidence that the Project Would Result in Racial and Economic Segregation and Disparately Impact People of Color*

LSNC next argues that the Project as proposed would have a disproportionate adverse impact on people of color in violation of fair housing and planning and zoning laws. Neither the cases cited by LSNC nor the statistical information provided supports its claim. First, LSNC argues that it may bring an action under Government Code section 11135, which prohibits discrimination in any program or activity that is funded directly by the State or receives any financial assistance from the State. LSNC cites to *Comunidad en Accion v. Los Angeles City Council* (2013) 219 Cal.App.4th 1116 to support this argument. However, the *Comunidad en Accion* case explicitly holds that the plaintiff could not bring an action under Government Code section 11135 based on the City's review of a planning application, because the City's land use approval process is not state funded. (*Id.* at 1129.) In this case, the City's only action is to consider the applicant's application for development of the Project. This process does not require or use any state funding, and therefore does not give rise to a claim under Government Code section 11135.

Second, LSNC provided statistics in support of its argument that the Project would have a disparate impact on people of color. LSNC provided mapping data from the HUD website that, according to LSNC, shows that the single family homes bordering the Project are occupied mostly by white households. LSNC also recited statistics regarding the ethnicities of people currently living in Woodland that live below the poverty level and declared that a higher percentage of people of color living in Woodland live under the poverty line, as compared to the percentage of white people living under the poverty line.

In order to have a successful disparate impact claim, the analysis involves a comparison between two groups: those affected and those unaffected by the facially neutral policy, and statistical information must demonstrate that a disproportionate number of those affected belong to a protected class. (*Darensburg v. Metropolitan Transportation Commission* (9th Cir. 2011) 636 F.3d 511, 519-20 [citing *Tsombanidis v. W. Haven Fire Dep't* (2d Cir. 2003) 352 F.3d 565, 575].) Therefore, the disparate impact claim must take into account the population base actually impacted by the action and its racial makeup. (*Id.*) Here, LSNC makes allegations regarding the racial makeup of those residents currently living near the Project site and people living in the City generally. This information bears no relation to the people that will actually purchase homes in the Project—the homes in the Project will not only be offered to people who

currently live in Woodland but to all potential buyers. In fact, current Woodland residents are not as likely to move into the Project since they already live in Woodland.

The *Darensburg* case is instructive in this regard. The plaintiffs in the *Darensburg* case alleged that the Metropolitan Transportation Commission's decision to spend a greater amount of its funds on rail transit and less funds on bus service had a disparate impact on racial minorities because a greater percentage of bus riders were racial minorities. The Court refused to find that the statistics provided by the plaintiffs demonstrated a disparate impact, declaring that the statistics regarding current ridership said nothing about the ridership of future expansion projects. (*Id.* at 520.)

Here, LSNC's statistics bear an even more tenuous relationship to the group of people potentially affected by the Project. LSNC declares that a disproportionate number of people living near the Project are white (although they give no specific statistics), and that a larger percentage of people of color currently living in the City live under the poverty line, as compared to the percentage of white people living under the poverty line. Therefore the Project, LSNC claims, will have a disparate impact on people of color. The statistics provided by LSNC provide no information on the pool of people who would be able and interested in purchasing a home in the Project. The statistics, therefore, do not demonstrate a *prima facie* case for a disparate impact.

This Project is much different from a case like *Comunidad en Accion*, where the plaintiffs alleged that the City's decision to site a solid waste facility in a predominantly Latino community had a disparate impact on racial minorities. While that case was also dismissed, a governmental decision to place an undesirable public facility in a neighborhood that is predominantly comprised of racial or ethnic minorities could give rise to a disparate impact claim. In this case, however, nothing in the proposed approvals would make the housing in the Project unavailable to racial or ethnic minorities, and the statistical information provided by LSNC does not make a case to the contrary. There is no indication that the Project, as proposed, would have a disparate impact on people of color.

5. *The Project is Consistent with the General Plan*

LSNC additionally argues that the Project is inconsistent with the City's General Plan, citing a range of General Plan policies declaring that the City will promote the provision of adequate housing for all persons in the City; ensure sufficient land zoned for a variety of housing types, densities and prices; ensure an orderly pattern of development; 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; to provide adequate land in a range of residential densities to accommodate the housing needs of all income groups expected to reside in the City; and to support residential development at a manageable pace to achieve its fair share of regional housing needs.

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Each of the policies noted by LSNC are general policies that the City seeks to implement in the City as a whole. Every development that comes before the City Council, standing alone, is not required to satisfy each of these policies on its own. “A general plan must try to accommodate a wide range of competing interests—including those of developers, neighboring homeowners, prospective homebuyers, environmentalists, current and prospective business owners, jobseekers, taxpayers, and providers and recipients of all types of city provided services—and to present a clear and comprehensive set of principles to guide development decisions.” (*Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 719.) The project need not align perfectly with each and every general plan policy. It is only required to be in agreement or harmony with the terms of the general plan, not in rigid conformity with every detail thereof. The question is whether the project is compatible with and does not frustrate the general plan’s goals and policies. (*San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656, 760; *Sequoyah Hills, supra*, 23 Cal.App.4th at 718.)

The City noted in the staff report to the Planning Commission that the Project is an infill property and the proposed Project is consistent with the surrounding neighborhood scale and character, consistent with General Plan Land Use Policies 1.B.5 and 1.B.6. The Project site is currently designated for commercial development, but the staff report notes that there is an oversupply of commercially designated land in the City, based on current market conditions. While the Project would create a net fiscal loss to the City, that loss could be offset through a fiscal deficit fee. In contrast, rezoning the Project site for multifamily housing would create a greater burden on general fund services. The Project, therefore, would 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, in accordance with General Plan Land Use Policy 1.A.3. Further, while the Project itself only includes single family housing, the affordable housing in-lieu fees paid by the developer will support the development of units needed to meet the City’s share of regional housing needs of low and very low income households, consistent with General Plan Land Use Policy 1.B.1.

LSNC argues that the Project is inconsistent with the Project because there is a “deficit” of sites zoned and designated for very low and low income households, and a “surplus” of moderate and above moderate income units. First, as discussed above, the City has taken steps to rezone and redesignate land to accommodate the City’s regional share of very low and low housing. Second, there is no requirement in the Housing Element Law that the City zone land for residential property at percentages proportionate to its regional housing needs obligation. The City is not required to reduce its “surplus” of moderate and above moderate units, nor is it required to increase the properties zoned for multifamily housing so there is an equivalent surplus of land for very low and low income units. The City is simply required to provide for an inventory of land that can meet its regional fair share obligations. The City has done that in its Housing Element. The City is in compliance with its General Plan, and the Project is consistent with the General Plan.



6. *The City Has Not Failed to Implement the Housing Element*

As the final point in its letter, LSNC again argues that the City has failed to implement its Housing Element. As discussed in this memo in response to LSNC's first point, the City has implemented the Housing Element by rezoning and redesignating properties as needed to meet the City's fair share requirements for low and very low income households, and is considering the redesignation of additional land through the General Plan Update process. Further, this allegation has no bearing on the Prudler Project. The Prudler site was not identified as a potential site to accommodate multifamily housing to accommodate the needs of low and very low income households, and the Housing Element does not require the City to redesignate this site accordingly. If LSNC wants to address this issue separately it may do so, but these comments have no bearing on the City's consideration of the Prudler project.

PHILLIPS LAND LAW, INC

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June 14, 2016

Mr. Ken Hiatt
Director of Community Development
City of Woodland
300 First Street
Woodland, CA 95695

**Re: Prudler Subdivision – Response to Letter from Legal Services of
Northern California dated April 6, 2016**

Dear Mr. Hiatt:

We represent Yolo Residential Investors, LLC, the project applicant for the Prudler Subdivision project (the “Project”). On April 6, 2016, Legal Services of Northern California submitted a letter to the Planning Commission that contained a series of incorrect assertions regarding the City’s status of compliance with General Plan policies for provision of opportunity sites for high density housing and the Project’s compliance with the requirements of the California Environmental Quality Act (CEQA). We submit this letter in an effort to respond to these incorrect assertions. As stated below, we are confident that the City is in compliance with its General Plan requirements for affordable housing, as the City has taken (and continues to take) zoning actions to facilitate development of high density residential projects. Moreover, the Environmental Impact Report (EIR) prepared by the City for the Prudler Subdivision fully complies with CEQA.

1. The Prudler Subdivision Will Not Have a Significant Impact on Land Use and Planning

Legal Services has asserted that the Prudler Subdivision would have a significant impact on land use, claiming that the project is incompatible with surrounding land uses and would “physically divide” the established community of Woodland. As described in the Final EIR, however, the site of the Prudler Subdivision is surrounded on all four sides by urban land uses, including single-family residences to the west (Parkside at Spring Lake), the County Fair Mall to the north, and the Community Senior Center / Sports Park to the south. Moreover, the development of a residential subdivision has no potential to “physically divide” the community, inasmuch as it is the development of an infill site within the City and not a railroad corridor or a freeway.

Legal Services confuses its arguments regarding implementation of the City's Housing Element with project-specific land use impacts, substituting one issue for the other. The only present "inconsistency" between the proposed project and the existing General Plan is the currently applied General Commercial land use designation of the site. The project includes a proposed General Plan Amendment that would redesignate the site to Low Density Residential, resolving any "inconsistency" in designation that presently exists. This change in General Plan designation does not create conflicts with existing land uses and would potentially reduce impacts to those uses and compared to the designation of the site under the current commercial designation.

The CEQA Guidelines require that EIRs "discuss" any inconsistencies with applicable plans, but they do not explicitly require that an EIR reach a conclusion on whether a conflict exists. Neither CEQA nor the Guidelines set forth any standard for determining when a project is inconsistent with an applicable plan, but the final determination that a project is consistent with an applicable plan is made by the City Council, not the EIR document. Courts will defer to the City's decision on consistency with its own plans unless, based on the evidence before the decision-making body, a "reasonable person" could not have found the project to be consistent. See *No Oil, Inc. v City of Los Angeles* (1987) 196 Cal.App.3d 223, (consistency of zoning ordinance with general plan); *Mitchell v County of Orange* (1985) 165 Cal. App.3d 1185 (consistency of specific plan with general plan).

Strict consistency with all aspects of a plan is not usually required. For example, a proposed project should be considered to be consistent with the local general plan if it furthers one or more policies and does not obstruct other policies. *OPR, State of California General Plan Guidelines* (2003). Generally, given that land use plans reflect a range of competing interests, a project must be consistent with the plan overall. See *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal. App.4th 807 (upholding overall consistency finding even though project deviated from some particular planning provisions). Under the Subdivision Map Act (*Government Code* §§66410-66499.37) subdivisions need be only in overall agreement or harmony with the General Plan. See also *Greenebaum v. City of Los Angeles* (1984) 153 Cal.App.3d 391; *Sequoiah Hills Homeowners Ass'n v City of Oakland* (1993) 23 Cal.App.4th 704 (project need not completely satisfy General Plan policies that allow discretion in interpretation and application).

Legal Services' arguments regarding Citywide implementation of General Plan goals for affordable housing do not equate to a "substantial impact" on land use associated with the Prudler Subdivision. *CEQA Guidelines* § 15382 states, in pertinent part, a "significant effect on the environment" means a substantial, or potentially substantial, adverse change *in any of the physical conditions* within the area affected by the project including land, air, water, minerals, flora, fauna An economic or social change by itself shall not be considered a significant effect on the environment. A social or economic change related to a physical change may be considered in determining whether the physical change is significant. See *Goleta Union School Dist. v. Regents of University of California* (1995) 37 Cal.App.4th 1025, 1030-1031; see also *Public Resources Code* 21080(e) ["substantial

evidence [of an environmental impact] is not ... evidence of social or economic impacts that do not contribute to, or are not caused by, physical impacts on the environment"]. See also *Public Resources Code* §21082.2(c); *CEQA Guidelines*, §§ 15002(g), 15064 (e) & (f)(6), 15131, 15358, 15382.)

Legal Services' claim that the EIR's alleged failure to address the Citywide need for affordable housing (and their policy and planning preferences to meet this need) does not implicate a violation of CEQA. These issues, standing alone, constitute social and economic effects not subject to CEQA. *San Franciscans for Reasonable Growth v. City and County of San Francisco* (1989) 209 Cal. App. 3d 1502 [project specific demands for additional downtown housing implicate social and economic, not environmental, concerns and, thus, are outside the CEQA purview]. The purpose and scope of the Final EIR is to address the environmental impacts associated with the Prudler Subdivision, not to analyze policy issues associated with affordable housing provision City-wide.

2. The Final EIR Describes a Reasonable Range of Project Alternatives, as Required by CEQA

Chapter 6 of the Draft EIR provides a comprehensive analysis of the merits of various alternatives to the proposed project pursuant to Section 15126.6 of the *CEQA Guidelines*. Section 15126.6(a) requires that: "An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather, it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. An EIR is not required to consider alternatives which are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason. An agency's selection of alternatives to consider "will be upheld, unless the challenger demonstrates "that the alternatives are manifestly unreasonable and that they do not contribute to a reasonable range of alternatives." *City of Maywood v. Los Angeles Unified School Dist.* (2012) 208 Cal.App.4th 362.

Following this directive, a number of alternatives were analyzed in the Draft EIR. They include: Alternative 1, the No Project (No Build) Alternative; Alternative 2, the Reduced Density Alternative, and Alternative 3, The Mixed-Use Alternative. At the same time, the Draft EIR expressly excluded analysis of an Existing Zoning Scenario, in light of the fact that development of a large (400,000 s.f.) commercial center on the site would not reduce significant environmental impacts compared to the proposed project. The Draft EIR further concluded that analysis of an off-site alternative was not required because a similar project at an alternative location within the City would not reduce any significant impacts associated with the project. Legal Services asserts that these two additional alternatives should have been analyzed, but offers no facts or arguments to

overcome the criteria for rejection of alternatives expressed in *CEQA Guidelines* §15126.6.

It is important to recognize that feasibility of alternatives is considered at two separate stages in the CEQA process and differing factors come into play at each stage. When selecting alternatives for an EIR, the City's task (through its retained consultants) is to identify a range of alternatives that will satisfy at least some basic project objectives while reducing significant impacts. Alternatives that are not at least potentially feasible are excluded at this stage because there is no point in studying alternatives that cannot be implemented, will not succeed, or that do not reduce significant impacts. *CEQA Guidelines* § 15126.6(a). By contrast, at the project approval stage, it is up to the City's decision-makers to weigh the relative advantages and disadvantages of the project and the alternatives examined in the EIR. The result is a decision either to approve the Project or adopt one of the alternatives. The City will make this decision after weighing environmental factors together with the entire range of legal and policy considerations relevant to its action on the project. *Public Resources Code* §21081(a)(3); *CEQA Guidelines* §15091; *City of Del Mar v. City of San Diego* (1982) 133 Cal. App. 3d 401.

The statements in the Draft EIR about the feasibility of those alternatives that were analyzed are included there to further public disclosure and public comment. The Draft EIR is providing some of the information that will be considered by the City in evaluating the Prudler Subdivision project and the alternatives. The ultimate determination of feasibility will be made, however, by the City Council based on the environmental factors analyzed in the Draft EIR and economic and other factors evaluated in the record as a whole. Among the factors that may be taken into account are site suitability, economic viability, availability of infrastructure, General Plan consistency, other plans or regulatory limitations, jurisdictional boundaries, satisfaction of Project objectives and whether the proponent can reasonably acquire, control or otherwise have access to an alternate site. *CEQA Guidelines* § 15126.6(f)(1).

In response to comments received on the Draft EIR during the public comment period, additional analysis was conducted of an "Increased Density Alternative" whereby the project site would be developed at a maximum density of 20 units to the acre, or 760 units over the 38 acres. While units developed under this alternative would be relatively "affordable" compared to single-family residences under the project as proposed, environmental impacts associated with this alternative would greatly exceed those of the project. While Legal Services asserts that this alternative has been "dismissed" because it would require a General Plan Amendment, this is not the case. As stated above, dismissal of alternatives does not occur unless and until the City Council makes the appropriate findings under CEQA in support of project approval. Here, the City would be able to make the appropriate findings regarding dismissal of the Increased Density Alternative both because of the greater environmental impacts it would create, along with a failure to satisfy project objectives.

Legal Services submitted a comment letter dated September 30, 2015 during the

public comment period on the Draft EIR, contained as Letter 1 in the Final EIR. This letter did not propose or suggest that the City should analyze the “partial high density” alternative suggested in their April 6 letter (2 to 3 acres of the site to be designated for high density uses). Notwithstanding the fact that the EIR for the Prudler Subdivision fully satisfies CEQA’s “Rule of Reason” for selection of alternatives for analysis, Legal Services offers no justification for why their proposed alternative could not have been suggested to the City during the statutory public comment period. Contrary to Legal Services’ arguments, however, such an alternative would neither reduce impacts or result in General Plan consistency unless additional amendments to the General Plan were adopted to allow high density residential development at this location. The Final EIR is not legally deficient for omitting discussion of a project alternative not proposed until after the Final EIR was completed.

The *CEQA Guidelines* addresses the review and evaluation of EIRs and Negative Declarations. Specifically, Section 15204, *Focus of Review*, subsection (a) states:

“In reviewing draft EIRs, persons and public agencies should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment and ways in which the significant effects of the project might be avoided or mitigated. Comments are most helpful when they suggest additional specific alternatives or mitigation measures that would provide better ways to avoid or mitigate the significant environmental effects. At the same time, reviewers should be aware that the adequacy of the EIR is determined in terms of what is reasonably feasible, in light of factors such as the magnitude of the project at issue, the severity of its likely environmental impacts, and the geographic scope of the project. CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by comments. When responding to comments, lead agencies need only respond to significant environmental issues and do not need to provide all information requested by reviewers, so long as a good faith effort at full disclosure is made in the EIR.”

We do not believe that the substance of Legal Services’ comments, nor the timing of delivery to the City, comports with the spirit of the CEQA Guidelines for participation in the CEQA process.

3. The Final EIR Adequately Responds to Public Comments

Despite Legal Services’ policy disagreements with certain responses to comments contained in the Final EIR, none of the responses are inadequate under CEQA. Under CEQA, responses to comments need not be exhaustive; they need only to demonstrate a good faith, reasoned analysis. *CEQA Guidelines* §15088(c); *Towards Responsibility in Planning v City Council* (1988) 200 Cal. App.3d 671; *San Francisco Ecology Ctr. v City & County of San Francisco* (1975) 48 Cal.App.3d 584. Failure to provide a specific response to a comment is not fatal if the response would be cumulative to other responses. See *Twain Harte Homeowners Ass’n v County of Tuolumne* (1982) 138 Cal. App.3d 664, in which the court ruled that, although

some of the county's responses were not thorough, they were adequate if the various environmental documents were viewed as a whole. An agency need not respond to all comments on a draft EIR, but only to the significant environmental issues presented. *CEQA Guidelines* §§15088(c), 15132(d), 15204(a). Legal Services does not specify the particular comments or responses it believes to be inadequate. Instead, Legal Services simply reiterates its arguments regarding the City's compliance with General Plan provisions regarding affordable housing inventory. CEQA does not require responses to comments in an EIR to accept all the premises suggested by the commenter as correct, or to offer responses that agree with the commenter's conclusions.

4. City Approval of The Prudler Subdivision is Not a Discriminatory Action.

Legal Services claims that that City approval of the Prudler Subdivision would violate the civil rights of minority and low-income persons under state and federal law, particularly *Government Code* §11135. We strongly disagree with all of these assertions and respond that they do not raise issues of deficiencies of the content of the EIR under CEQA. Contrary to the assertion of Legal Services, *Government Code* §11135 does not apply to the project or the EIR. See *Comunidad en Accion v. City of Los Angeles* (2013) 219 Cal.App.4th 2116 (Section 11135 discrimination claims not applicable to municipal land use and zoning decisions.)

Government Code §11135, subdivision (a) provides:

No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance of the state.

The plain language of section 11135 limits the statute's scope to discrimination occurring within a state-administered or state-funded program or activity. In *Comunidad en Accion*, the Court rejected the notion that the city's decision to approve a solid waste transfer station in a low income, predominantly minority neighborhood gave rise to a civil rights claim under Section 11135, simply on account of the fact that the City was the recipient of state funding for unrelated landfill grants.

Legal Services' claims regarding the City's lack of compliance with the adopted General Plan Housing Element (with which we disagree, as discussed below) are not related to the Prudler Subdivision. Under CEQA, an EIR is required to "identify and focus on the significant effects of the proposed project." (*CEQA Guidelines* §15126.2.) A significant impact typically involves a change in the "existing environment caused by the project." *Friends of the Eel River v. Sonoma*

County Water Agency (2003) 108 Cal.App.4th 859. Legal Services' arguments date back to July 2013, if not earlier. See Letter dated July 29, 2013 submitted by Legal Services in comment upon the City's Draft General Plan Housing Element, included in the Final EIR at pp. 2-36 through 2-42. While we believe that the issues raised by Legal Services are social and economic, not environmental, matters, courts have held that an EIR does not need to resolve existing environmental problems that will not be made worse by the project. *Watsonville Pilots Ass'n v. City of Watsonville* (2010) 183 Cal.App.4th 1059. A condition not caused by the project, which would exist with or without the project, was not an impact that negated the conclusion that there were no significant impacts. *Banker's Hill, Hillcrest, Park West Community Preservation Group v. City of San Diego* (2006) 139 Cal.App.4th 249.

5. The Prudler Subdivision Is Consistent with the General Plan, Subject to Approval of the Proposed Amendments

As the EIR acknowledged and describes, the City will be required to approve and adopt General Plan Amendments to facilitate development of the project site with residential uses. Yet, Legal Service contends that the Prudler Subdivision would remain inconsistent with the General Plan if the City does not adopt the alternative General Plan Amendments that it would prefer, for high-density rather than low-density residential. Their arguments are not consistent with the law regarding General Plan consistency.

The ultimate finding of General Plan consistency for the purpose of project approval does not require that a project be entirely consistent with each individual General Plan policy. Courts have made clear that "policies in a general plan reflect a range of competing interests, [and] the [city] must be allowed to weigh and balance the Plan's policies when applying them, and it has broad discretion to construe its policies in light of the Plan's purposes. See *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal. App.4th 807. A project, therefore, may be consistent with a General Plan even though the project may not promote every single applicable goal and policy within that General Plan.

It cannot be expected that any single project can or should maintain the full responsibility for assuring an adequate supply of affordable housing opportunities for the City. Thus, Legal Services' focus on the manner in which the Prudler Subdivision, in isolation, could remedy any perceived deficits of higher-density zoned sites is a short-sighted and incomplete perspective as to whether the General Plan's goals and policies with respect to this issue are being advanced. The City Council considered the availability of proper sites for high density housing within the City limit in 2013, in the context of the Housing Element update. As discussed below, the City has provided adequate site opportunities for affordable housing, in keeping with the commitments in the General Plan.

6. The City has Adequately Provided for Affordable Housing Opportunities as Specified in the Adopted General Plan

Legal Services has argued (1) that the City's Housing Element does not provide adequate sites for high density, low income housing in the City, and (2) State law requires the City to remedy this alleged deficit of affordable housing sites by rezoning a portion of the project site to accommodate this housing. Both assertions are incorrect.

Housing Element Program 2.A.2 provides that the City will rezone at least 15 acres to R-25 or equivalent zone providing for a minimum residential density of 20 units to the acre. The General Plan Housing Element states that the City has identified 39 acres within the Spring Lake Specific Plan Area that will be considered for redesignation, along with additional underutilized sites Downtown and within the East Street Corridor. The project site is not identified as an available site in the Housing Element's site inventory.

The General Plan Housing Element (p. 57) states that the identified shortfall in affordable units as of 2013 was 173 very-low income units and 57 low income units. Since 2013, the City has undertaken rezoning actions to provide additional sites for affordable units. In May of 2015, the City rezoned 9.3 acres within the Spring Lake Specific Plan Area (Central Village Center) to provide opportunities for up to 232 qualified units. In early 2016, the City approved the Mercy Housing Project, which provides 80 apartment units on 4.4 acres. These two rezonings together create opportunities for a greater number of affordable units than the unit deficit identified in 2013 by the Housing Element. Thus, rezoning of additional property in the City (whether or not the Prudler property) in order to create additional opportunities for affordable housing is not necessary. *Fonseca v. City of Gilroy*, 148 Cal. App. 4th 1174 The courts have held that the obligation to identify land suitable for residential development does not require the city or county to identify suitable vacant or infill sites presently zoned for commercial use that could be converted to residential when the housing element provides an adequate number of residential sites. *Hernandez v City of Encinitas* (1994) 28 Cal. App.4th 1048.

However, even assuming that Legal Services correctly believes that the affordable unit deficit has not been wholly addressed by the previous upzonings described above, State Law does not require that the City rezone any portion of the project site to make up any remaining deficit in affordable units or acreage. The State Zoning and Planning Law (Government Code §65583) only requires an adopted General Plan Housing Element to identify an inventory of land within the jurisdiction suitable for development with affordable housing. State law does not require that the City identify any particular parcel for inventory purposes or that the City rezone all parcels identified the Housing Element's site inventory for affordable housing development.

Legal Services has not accounted for the provisions of the Least Cost Zoning Law, *Government Code* §65913 et seq. Section 65913.1 states in relevant part that "[i]n exercising its authority to zone for land uses and *in revising its housing*

element ... , a city, county, or city and county shall designate and zone sufficient vacant land for residential use with appropriate standards, in relation to zoning for nonresidential use, and in relation to growth projections of the general plan to meet housing needs for all income categories as identified in the housing element of the general plan."

In *Fonseca v. City of Gilroy, supra*, the plaintiffs contended that the Least Cost Zoning Law required the city to take action to actually rezone a sufficient supply of adequate sites to meet the city's lower income share of need and that this action was required to have been completed within "a reasonably prompt time after the deadline for revising the housing element." The court in *Fonseca* found that the Least Cost Zoning Law does not require immediate rezoning upon revision of the housing element, that such a requirement would conflict with the planning periods contemplated by the Housing Element Law, and that the element's plan for meeting its share of the regional housing need through rezoning is all that was required to comply with § 65913.1. The court held that there is no express requirement in § 65913.1 that a locality immediately rezone upon adoption of a revised housing element. Second, even as revised, the Housing Element Law, which works in tandem with the Least Cost Zoning Law, does not require immediate action and permits a locality to act within the planning period to meet regional housing needs. See *Government Code* §§ 65583(c), 65913 (a)(3).)

Finally, courts have rejected the argument that the City can be compelled to rezone a particular parcel for high density affordable housing to meet acknowledged shortfalls available housing sites. In the unreported 2014 decision of *Forster-Gill, Inc. v. County of Humboldt*, the court rejected the argument by a property owner that identification of the owner's property on the Housing Element's inventory of potential sites, along with an acknowledged county-wide deficit in acreage zoned for high density residential, compelled approval of the owner's rezoning application.

To the extent that Legal Services believes the City has not complied with its obligations to rezone land for high density residential development, the dispute lies between Legal Services and the City, and is not pertinent to the City's decision on a particular proposed development project. The City cannot be compelled by law to exercise its legislative discretion on rezoning actions in the manner consistent with Legal Services' preferences.

Conclusion

We believe that the arguments and assertions of Legal Services, as set forth in the April 6 letter, are without validity and thus should not color the City Council's decision on the merits of this project. The Prudler Subdivision will be a distinctive residential community within the City of Woodland, complementary of the neighborhood and surrounding land uses. While we are supportive of the City's continuing efforts to provide for opportunity sites for high density residential development, we do not believe that this site is the appropriate location. We encourage the City Council to consider and adopt the recommendation of Staff to approve this project.

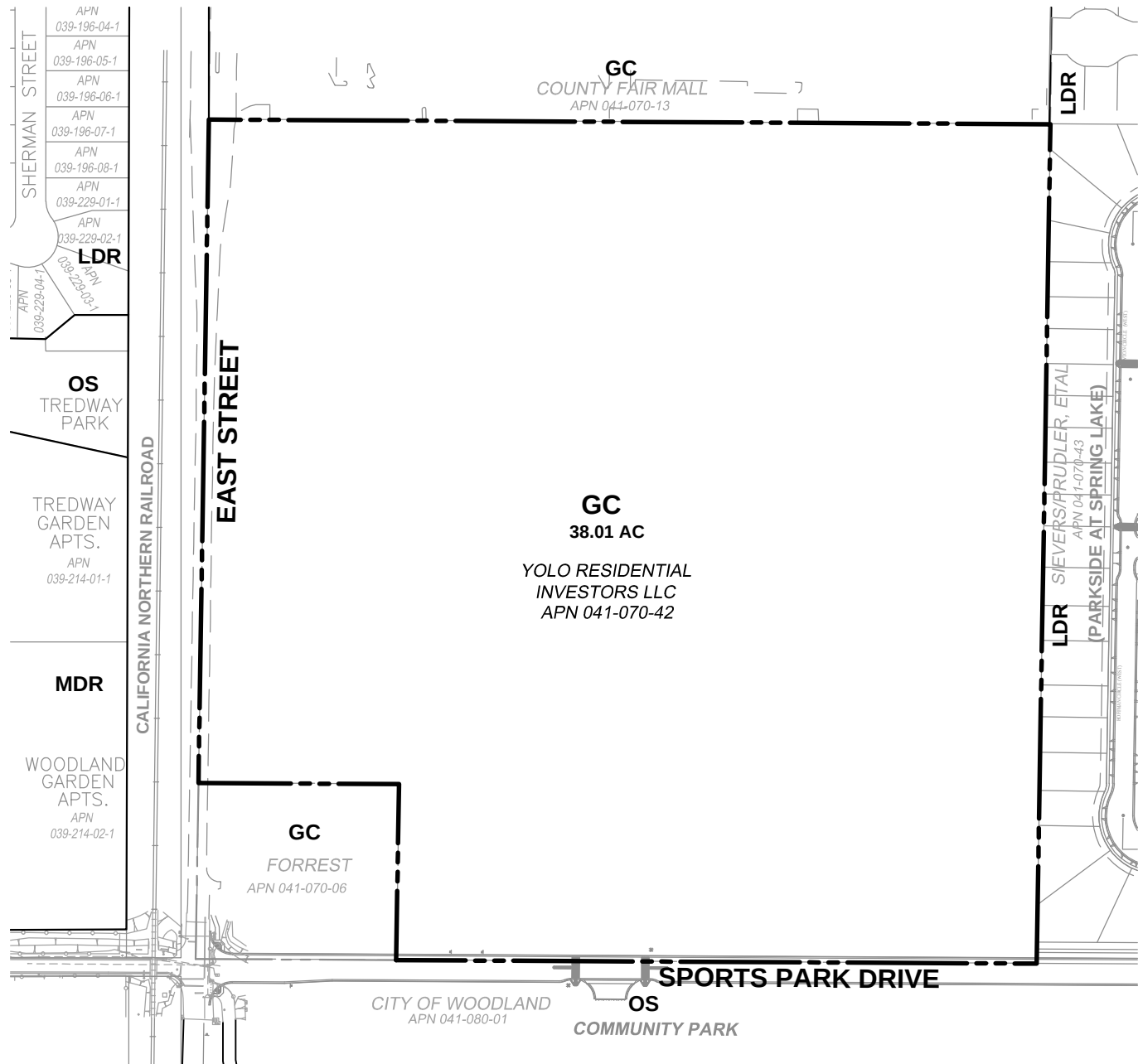
Very Truly Yours,

Phillips Land Law, Inc.

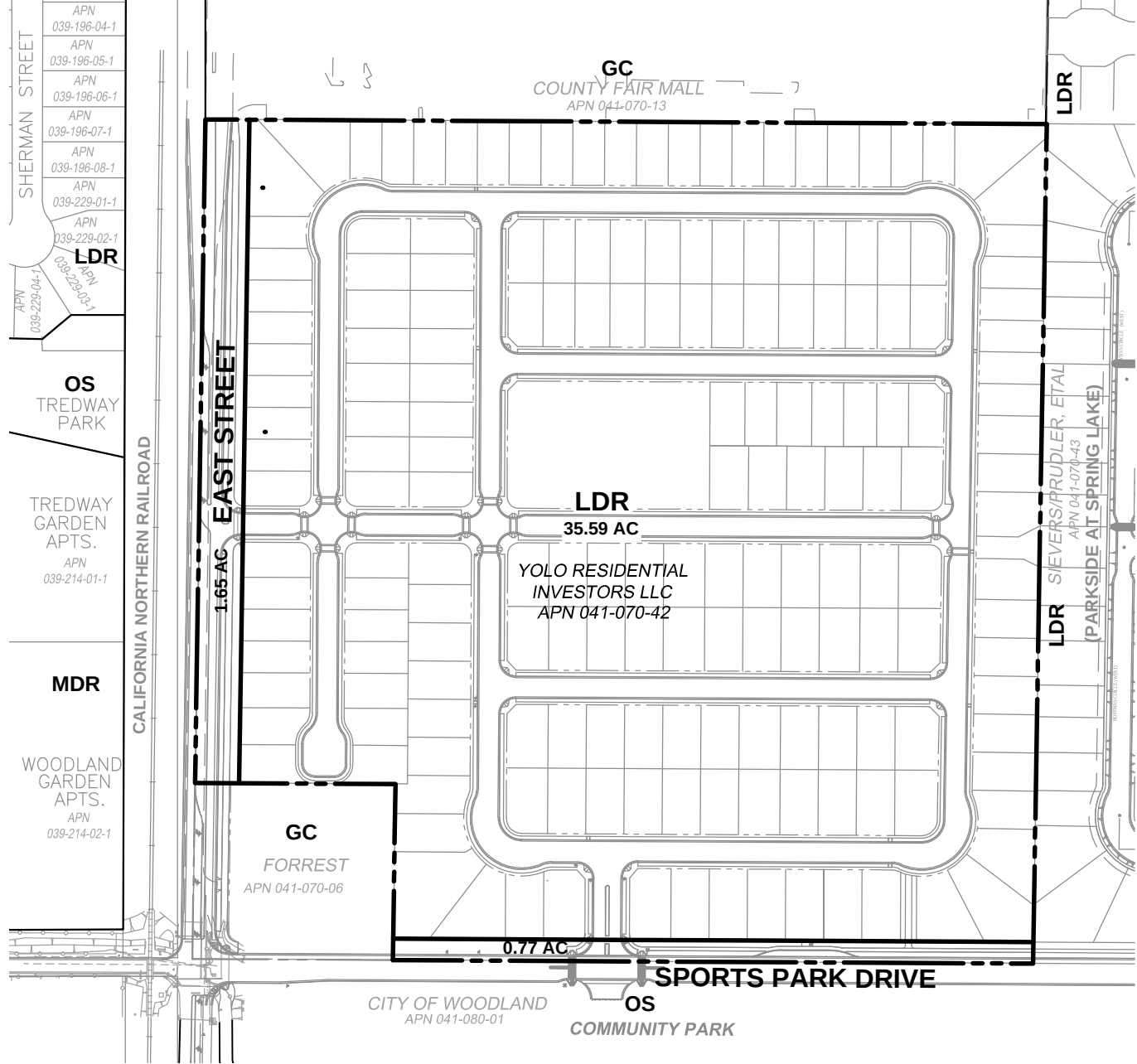
A handwritten signature in black ink, appearing to read 'Kemper', with a stylized flourish extending from the end.

Kevin M. Kemper

Cc: Ms. Cindy Norris



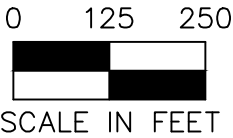
EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN

GENERAL PLAN SUMMARY

EXISTING LAND USE	EXISTING DESIGNATION	AREA	PROPOSED LAND USE	PROPOSED DESIGNATION	AREA
GENERAL COMMERCIAL	GC	38.01 AC.	LOW-DENSITY RESIDENTIAL	LDR	38.01 AC.



DESIGNED BY: --
DRAWN BY: AB
CHECKED BY: SG

SCALE
1" = 250'

Project Planning ■ Civil Engineering ■ Landscape Architecture

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280

TENTATIVE SUBDIVISION MAP NO. 4856
GENERAL PLAN AMENDMENT
PRUDLER

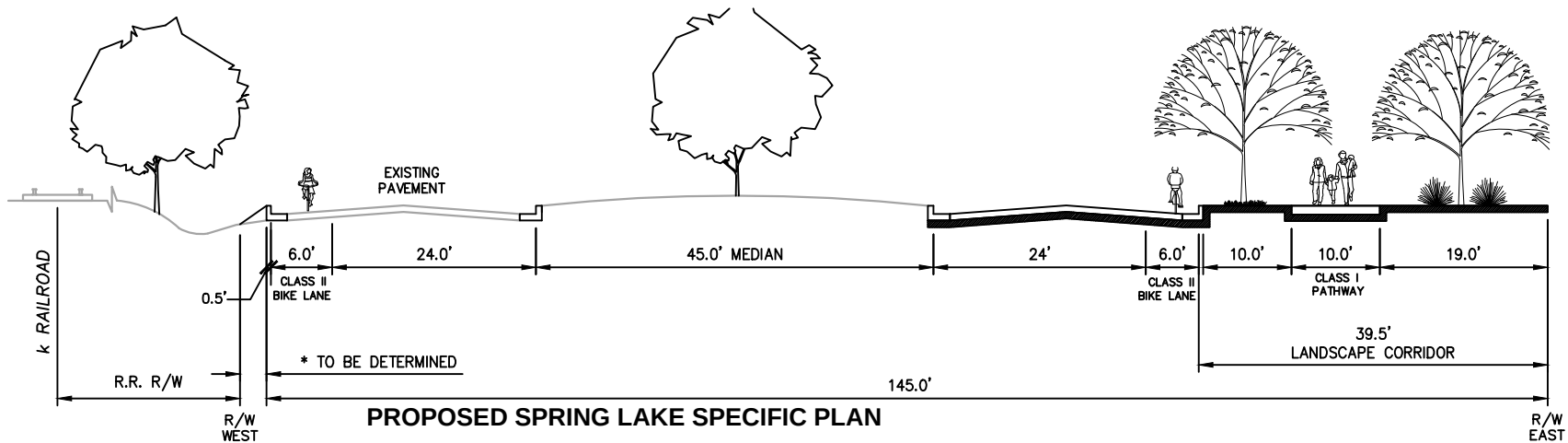
CITY OF WOODLAND

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DATE: 03/30/16
JOB NO: 984.05

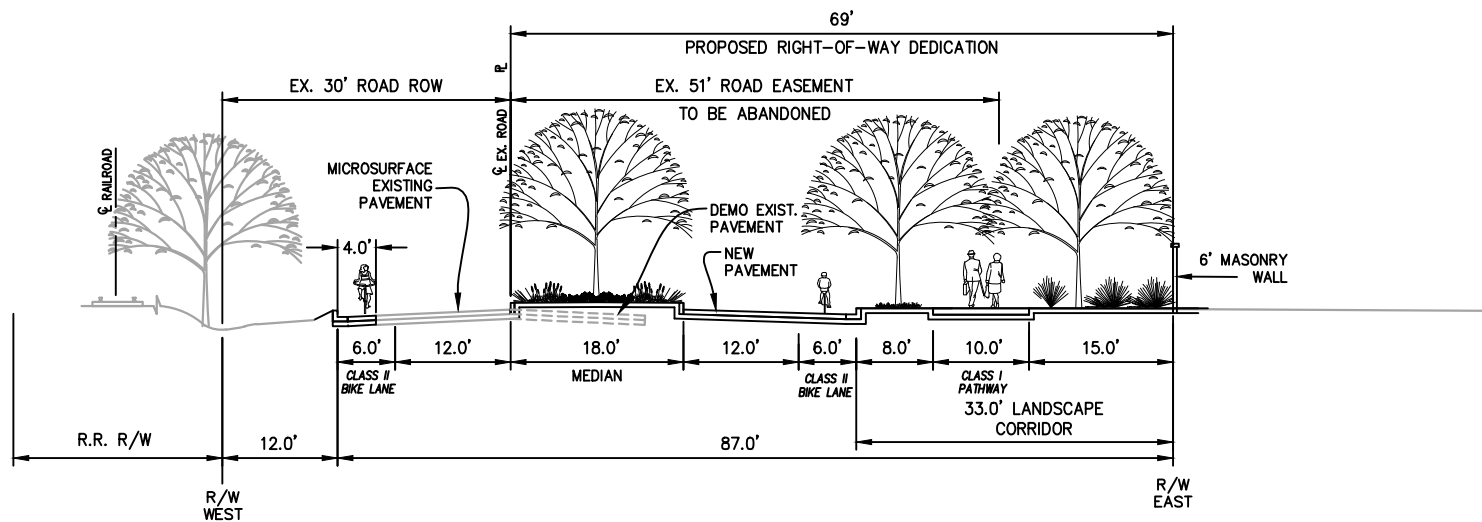
CALIFORNIA

\\drive-fre02\ec_ree\AutoCAD\900\984-Woodland Mall Expansion Site\984-05 T-MAP\EXHIBITS\984-05-C-PLAN.dwg - Exhibit 3/31/2016 - 10:26AM Plotted by: keanen



EAST STREET NORTH OF SPORTS PARK DRIVE

NTS



EAST STREET NORTH OF SPORTS PARK DRIVE

NTS

REFERENCE: FIGURE 4.10



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SPRING LAKE SPECIFIC PLAN AMENDMENT COMPARISON Prudler Tentative Map

CITY OF WOODLAND

MARCH 30, 2016

Legislation Text

File #: 16-508, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Staff Contact

Adam Devlin, Senior Accountant; (530)661-5835 adam.devlin@cityofwoodland.org

Fiscal Impact

The FY2016/17 Engineer's Report includes an inflation factor decrease of (0.177%), which reduces the assessment of a single family home from \$319.22 in FY2015/16 to \$318.65 in FY2016/17; a decrease of (\$0.57). If approved, the proposed assessment for the District would generate \$684,726 in revenues. The revenues generated in this District will cover ongoing operating expenditures.

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the Gibson Ranch L&L District.

The Gibson Ranch L&L is located in the southeast portion of the City, generally south of I5, west of County Road 102 and east of County Road 101. The District was formed in 1995 and reached the maximum allowable assessment of \$235.12 per single family home in 2005. The formation documents for the District allow for annual CPI increases without a property owner ballot proceeding.

On May 17, 2016, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date for June 21, 2016. The Engineer's Report was attached to the May 17 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires

Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the May 17, 2016 Council meeting. The public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kim McKinney
Finance Officer

A handwritten signature in dark ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio
City Manager

Attachment: Resolution

Legislation Text

File #: 16-509, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING - North Park Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

Staff Contact

Adam Devlin, Senior Accountant; (530)661-5835 adam.devlin@cityofwoodland.org

Fiscal Impact

The FY2016/17 Engineer's Report calculates the assessment of a single family home to be \$215.40, which is unchanged from FY2015/16. If approved, the proposed assessment for the District would generate \$26,710 in revenues, which are sufficient to cover ongoing operating costs.

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the North Park L&L District.

The North Park L&L is located in the northeast portion of the City, generally north of Kentucky Avenue, west of North West Street and east of County Road 98. The District was formed in 1993 and reached the maximum allowable assessment of \$215.40 per single family home in 1997; there are no provisions for future CPI adjustments and any rate increases would require a property owner ballot proceeding.

On May 17, 2016, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date for June 21, 2016. The Engineer's Report was attached to the May 17 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the May 17, 2016 Council meeting. The public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kim McKinney
Finance Officer



Paul Navazio
City Manager

Attachment: Resolution

Legislation Text

File #: 16-511, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING - Streng Pond Landscape Maintenance District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

Staff Contact

Adam Devlin, Senior Accountant; (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

The FY2016/17 Engineer's Report calculates the assessment of a single family home to be \$79.10, which is unchanged from FY2015/16. If approved, the proposed assessment for the District would generate \$14,436 in revenues. Streng Pond L&L assessment does not generate enough revenue to meet the minimum operational expenditures required to maintain the L&L. To ensure the ongoing operation and maintenance of the Streng Pond L&L the City will advance \$19,627 from the General Fund to offset the shortfall.

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the Streng Pond Landscape Maintenance District.

The Streng Pond District is located in the southwest portion of the City, generally north of Gibson Road, west of Cottonwood Street and east of County Road 98. The District was formed in 1985 and reached the maximum allowable assessment of \$79.10 per single family home in 1995; there are no provisions for future CPI increases. The City attempted a property owner ballot proceeding in 1998 to increase the assessment to cover rising costs within the District, however the effort was unsuccessful. Because the rates do not increase to cover the rising costs of maintenance, a general fund contribution of \$19,627 is budgeted to cover the operating shortfall.

On May 17, 2016, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date for June 21, 2016. The Engineer's Report was attached to the May 17 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the May 17, 2016 Council meeting. The public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kim McKinney
Finance Officer



Paul Navazio
City Manager

Attachment: Resolution

Legislation Text

File #: 16-510, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING - West Wood Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Staff Contact

Adam Devlin, Senior Accountant; (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

The FY2016/17 Engineer's Report proposes to increase the assessment on a single family home from \$582.46 in FY15/16 to \$599.92 in FY16/17; an increase of \$17.46. If approved, the proposed assessment for the District would generate \$22,797, which is sufficient to cover ongoing operating costs.

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the West Wood L&L District.

The West Wood L&L is located in the northeast portion of the City, generally to the north of Kentucky Avenue, south of Quail Drive, east of Dove Drive and west of Mallard Drive. The District was formed in 2004 and is currently being assessed at the maximum allowable rate; however, the District formation report included an annual CPI escalator, which can continue indefinitely.

On May 17, 2016, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date for June 21, 2016. The Engineer's Report was attached to the May 17 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call

for a public hearing; this occurred at the May 17, 2016 Council meeting. The public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____ to approve the fiscal year 2016/2017 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kim McKinney
Finance Officer



Paul Navazio
City Manager

Attachment: Resolution



Legislation Text

File #: 16-569, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING: Gateway Landscaping & Lighting District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, approving the fiscal year 2016/2017 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Staff Contact

Adam Devlin, Senior Accountant; (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

If approved, the District would generate \$131,209 in revenues to offset the costs of District maintenance, which is greater than the FY 2015/16 assessment. The actual levy for FY2016/17 is about 68% of the maximum allowable assessment; this is due primarily to the fact that the landscaping in the I5/102 interchange has not been installed and therefore maintenance of this landscaping is not included in the calculation of the actual assessment.

The following table shows a comparison of the maximum assessment, the FY 2015/2016 actual assessment and the proposed FY 2016/2017 assessment:

<u>Zoning</u>	<u>Maximum Levy</u>	<u>FY16/17 Proposed Levy</u>	<u>FY15/16 Levy</u>
GATEWAY L&L DISTRICT			
Per Acre	\$ 3,746.52	\$ 2,546.76	\$ 2,235.13

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the Gateway L&L District.

The Gateway L&L is located in the southeast portion of the City, generally bounded to the north by Interstate 5, to the east by County Road 102, to the south by Bronze Star Drive and generally to the west by the City boundaries.

On June 7, 2016, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate

proceedings for the annual levy, which included setting the public hearing date. The Engineer's Report was attached to the June 7 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 7, 2016 Council meeting. Tonight's public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, approving the fiscal year 2016/2017 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kim McKinney
Finance Officer



Paul Navazio, City Manager

Attachment



Legislation Text

File #: 16-568, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: PUBLIC HEARING: Spring Lake Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, approving the fiscal year 2016/2017 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Staff Contact

Adam Devlin, Senior Accountant; (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

If approved, the District would generate \$1,122,595 in revenues to offset the costs of District maintenance. This represents an increase of \$107,150 or 10.55% from the FY2016 assessment.

This increase is due primarily to the increased costs related to the consumption of water within the District. The increase in the Neighborhood Commercial levy is the result of an error in the prior fiscal year engineer's report. The FY15/16 levy for Neighborhood Commercial was incorrectly reported at the Single Family Developed Residential R8 levy amount. The proposed increase to the FY16/17 levy corrects the prior year error and returns the levy to an amount consistent with past years.

The following table shows a comparison, by zoning type, of the maximum assessment, the FY15/16 actual assessment and the proposed FY16/17 assessment:

<u>Zoning</u>	<u>Maximum Levy</u>	<u>FY16/17 Proposed Levy</u>	<u>FY15/16 Levy</u>
SPRING LAKE L&L DISTRICT			
Single Family Developed Residential R3	\$ 1,395.55	\$ 617.99	\$ 614.38
Single Family Developed Residential R4	\$ 1,200.23	\$ 540.62	\$ 540.38
Single Family Developed Residential R5	\$ 1,083.04	\$ 494.20	\$ 495.98
Single Family Developed Residential R8	\$ 907.26	\$ 424.58	\$ 429.37
Single Family Developed Residential R15	\$ 593.35	\$ 297.46	\$ 304.03
Single Family Developed Residential R20	\$ 554.28	n/a	n/a
Single Family Developed Residential R25	\$ 530.85	\$ 272.70	\$ 280.35
Neighborhood Commercial Per Acre	\$ 14,387.38	\$ 3,640.73	\$ 429.37

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these

improvements. In accordance with Act, the City formed the Spring Lake L&L District.

The Spring Lake L&L consists of all property located in the Spring Lake Specific Plan area, which is located in the southeast portion of the City, generally bounded to the north by Gibson Road, to the east by County Road 102, to the south by County Road 25A and generally to the west by County Road 101. There is a portion of the District immediately north of the extension of County Road 24A that extends west of State Highway 113.

On June 7, 2016, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date. The Engineer's Report was attached to the June 7 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 7, 2016 Council meeting. Tonight's public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, approving the fiscal year 2016/2017 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kim McKinney
Finance Officer



Paul Navazio, City Manager

Attachment

Legislation Text

File #: 16-566, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: **Digital Freeway Sign at 530 Quality Circle - Conditional Use Permit, Site Plan and Design Review Approval Resolution and Operating Agreement.**

Final adoption of the Resolutions approving the Conditional Use Permit, Site Plan and Design Review application, the CEQA Mitigated Negative Declaration, and the project Operating Agreement for a 45-foot tall, digital freeway sign along the southern property line of 530 Quality Circle, just north of the Interstate 5 freeway corridor and just west of the new Woodland Motors Dealership within the Industrial, Entryway Overlay Zone (I/EOZ)

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the CEQA Mitigated Negative Declaration as the appropriate level of environmental review in accordance with the California Environmental Quality Act (**Attachment 1**); and
- 2) Adopt Resolution No. _____, approving the Conditional Use Permit, Site Plan and Design Review application for a 45-foot tall digital freeway sign along the southern property line of 530 Quality Circle (**Attachment 2**); and
- 3) Adopt Resolution No. _____, approving the Operating Agreement between the City of Woodland and WM Sign, LLC, for the installation and operation of a Digital Freeway Sign at 530 Quality Circle (**Attachment 3**).

Staff Contact

Erika Bumgardner, Senior Planner - (530) 661-5886, Erika.Bumgardner@cityofwoodland.org

Fiscal Impact

The applicant has paid for processing costs associated with this application. The proposed Operating Agreement (Attachment 3, Exhibit A) includes a “monthly fee” payment to the City of \$3,000 (or \$36,000 annual) or ten percent (10%) of annual gross revenue, whichever is greater, to allow the City to share in the increased revenue potential of the sign over time. The proposal includes a 3% escalator on the monthly fee payment. Over the term of a 25 year (industry standard) operating agreement, the monthly fee payments to the City would total no less than \$1,312,533. Consistent with the Digital Sign Ordinance, Section 25-24-30(2)(D), the monthly fee payment is proposed as an alternative means of providing the community benefit that would otherwise be achieved through strict adherence to the ordinance as described in detail below (see “Project Proposal”). Additionally, the applicant proposes to provide the City at no cost three “clicks” in the advertising rotation for first five years and two “clicks” thereafter. The value of this advertising has an imputed value of

\$25,000 to \$75,000 annually, and if used to promote community events and activities could yield substantial additional revenue to the city in the form of indirect sales and transient occupancy taxes. As well, commercial advertising by Woodland business on the sign would induce additional business activity that would generate additional tax revenue.

Background

At its June 7, 2016 meeting, the City Council voted 3-1 to approve the proposed 45-foot tall digital freeway sign located at 530 Quality Circle, just west of the new Woodland Motors dealership, adjacent the Interstate 5 freeway corridor (see **Attachment 4, Site Plan and Elevations**). City Council directed staff to prepare the final approval documents, including the project Resolutions and the Operating Agreement which are provided as a part of this staff report packet (Attachments 1-3).

Operating Agreement

Based on staff and City Council recommendations, and on public comments received at the initial May 17, 2016, City Council public hearing regarding the proposed digital freeway sign, the Operating Agreement includes the following key terms and requirements for operation:

Term of Agreement: The initial term of the agreement is 25 years beginning after construction of the sign is complete. The agreement will be automatically renewed for an additional 10 year term unless written notice is given by either party to the other party 60 days prior to expiration of the initial term expressing the party's intent to terminate this Agreement.

City revenue payment: In lieu of removing at least two square feet of legally existing non-digital billboard display area within the City limits prior to operation of the Digital Freeway Sign, WM Sign shall instead pay a monthly fee of \$3,000 to the City, equal to an annual base payment of \$36,000, versus a percentage payment of 10% of gross sales, whichever is greater. The base payment will escalate annually at a fixed 3% rate.

Dedicated "Click:" During the 25-year term of the agreement, the applicant shall display advertisements promoting the City, local community events sponsored by and/or partnered with the City, and events sponsored by local non-profit organizations or volunteer based events taking place within the City that are approved by the City. These advertisements shall appear on three (3) digital display spots for the first five years of the agreement and on two (2) digital display spots for the remaining term of the agreement. The advertisements will be in continual rotation on an 8 advertisement loop and will be displayed a minimum of (10%) of the time for the 25-year term of the agreement. If and when City develops a policy permitting Woodland-based non-profit organizations or volunteer organizations to advertise on the Digital Freeway Sign as a part of the "City Copy," the City shall provide a copy of such policy to WM Sign, and all such additional copy shall be subject to this Section 4(C). Other than the additional City Copy permitted pursuant to the immediately preceding sentence, in no other event shall City be permitted to give, sell, trade, barter or exchange the Display Time to any third party. Any "uncommitted" advertising space/"click" shall be offered to the City at no cost for the Term of this Agreement.

Charitable Contribution: A principal of WM Sign, Scott Vanderbeek, shall make an annual contribution (s) by December 31st to a Woodland-based non-profit charitable, educational, or governmental organization(s) of its choosing in an amount of at least twenty-five percent (25%) of his net profit from

the Digital Freeway Sign. WM Sign shall provide to the City an annual report within sixty (60) days after the end of each calendar year detailing its gross revenue and shall provide documentation, including a certification of his net profit, to City of this charitable contribution payment within thirty (30) days of the donation. In the event that Scott Vanderbeek is unable to make the Charitable Contribution required by this Section 4(D) (due to death, incapacity, or otherwise) City shall determine which Woodland-based non-profit charitable, educational, or governmental organization(s) shall receive the Charitable Contribution. If WM assigns this Agreement to another party, this Section 4(D) shall be renegotiated with the assignee.

“Go-Dark” Provision. WM Sign shall not display anything on either Digital Display Area between the hours of 1:00 AM and 4:30 AM, during which time the Digital Display Areas shall be completely dark.

Advertised Content Restrictions. WM Sign shall not advertise tobacco, “vaping,” hard alcohol, cannabis products, or promotions related to such products on the Digital Freeway Sign. WM may advertise beer and wine products on the Digital Freeway Sign. When beer and wine products are advertised, WM Sign shall program every sixth (6th) ad to be a “Don’t Drink and Drive” message rather than a product advertisement.

Maintenance. At no cost to the City, WM Sign shall maintain the sign structure and shall maintain and repair the Digital Freeway Sign in accordance with the standards of the outdoor-advertising industry. The Digital Freeway Sign and sign structure shall be kept in “good as new” condition. The Digital Freeway Sign and sign structure shall be washed/cleaned annually and faded or aging components of the sign and structure shall be replaced every five (5) years or sooner as necessary to maintain a “good as new” appearance. WM Sign’s maintenance obligation includes the obligation to remove any graffiti from the sign structure and the Digital Freeway Sign within three (3) business days of being notified of the graffiti by the City. WM bears full responsibility for maintenance of the sign structure and maintenance or repair of the Digital Freeway Sign.

Future Technologies. The technology currently being deployed for the Digital Freeway Sign is LED (light emitting diode), but there may be alternate, preferred, or superior technology available in the future. WM Sign is authorized to change the Digital Freeway Sign to any other technology that operates under the maximum brightness standards set forth in Section 6(K) of this Agreement. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.

Environmental Assessment Status

A Mitigated Negative Declaration/Initial Study was prepared for the proposed digital freeway sign installation and circulated for public review from September 2, 2015 through October 2, 2015, for interested individuals and public agencies to submit written comments on the documents.

The Mitigated Negative Declaration/Initial Study for the sign installation did not identify any possible significant environmental impacts that would result from the project. Mitigation measures have been incorporated to identify onsite soil conditions and identify any site-specific engineering measures to be implemented during the construction of structure foundations and subsurface utilities. Minor revisions have been made to the proposed digital sign application since the Initial Study was prepared. However, the minor revisions do not change or alter the conclusions contained in the IS/MND in any way, and would not result in

any potential environmental impacts beyond those analyzed in the Public Draft IS/MND.

Comment letters were received during the public review period from the State of California Department of Transportation (Caltrans), from the Central Valley Regional Water Quality Control Board and from the U.S. Army Corps of Engineers. The comment letters reiterate the existing standards and permit requirements from the agencies. Compliance with Caltrans, the Central Valley Water Board, and the Army Corps standards will be confirmed through the building permit process for the project, as applicable. The letters did not identify any possible significant impacts resulting from the project nor do any comments change the conclusions that were reached within the Mitigated Negative Declaration/Initial Study for the sign installation. No further environmental review of the project is required at this time.

Conclusion

Staff recommends the City Council take the following actions:

- 1) Adopt Resolution No. _____, approving the CEQA Mitigated Negative Declaration as the appropriate level of environmental review in accordance with the California Environmental Quality Act (**Attachment 1**); and
- 2) Adopt Resolution No. _____, approving the Conditional Use Permit, Site Plan and Design Review application for a 45-foot tall digital freeway sign along the southern property line of 530 Quality Circle (**Attachment 2**); and
- 3) Adopt Resolution No. _____, approving the Operating Agreement between the City of Woodland and WM Sign, LLC, for the installation and operation of a Digital Freeway Sign at 530 Quality Circle (**Attachment 3**).

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1 - Resolution Approving the CEQA Mitigated Negative Declaration

Attachment 2 - Resolution Approving the Conditional Use Permit, Site Plan and Design Review

Attachment 3 - Resolution Approving the Operating Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING CONDITIONAL USE PERMIT, SITE PLAN
AND DESIGN REVIEW APPLICATION PLNG14-00089 ALLOWING
FOR A 45-FOOT TALL DIGITAL FREEWAY SIGN AT THE
SOUTHERN PROPERTY BOUNDARY OF 530 QUALITY CIRCLE
WITHIN THE CITY OF WOODLAND INDUSTRIAL, ENTRYWAY
OVERLAY ZONE**

WHEREAS, applicant Scott Vanderbeek submitted an application (PLNG14-00089) to the City of Woodland for the installation and operation of a digital freeway sign at the southern property boundary of 530 Quality Circle within the Industrial, Entryway Overlay Zone; and

WHEREAS, on December 1, 2015, the City Council adopted Ordinance No. 1594, which amended Section 25-24-15, 25-24-20, and 25-24-30 of Article 24 of Chapter 25 of the Woodland Municipal Code (the Zoning Code) to permit digital freeway signs within the City of Woodland and to add requirements and regulations regarding digital freeway signs along specific sections of the Interstate 5 freeway corridor; and

WHEREAS, the City's Municipal Code provides that not more than one digital freeway sign shall be permitted along Interstate 5 between County Road 102 and the City/County boundary to the east, and no digital freeway sign shall be located within 2,500 feet of any other digital freeway sign within the city limits as stated in Article 24 of Chapter 25 of the Woodland Municipal Code; and

WHEREAS, the proposed digital freeway sign at 530 Quality Circle is located within a segment of the Interstate 5 freeway corridor (between County Road 102 and the City/County boundary to the east) that permits one digital freeway sign, and no other digital freeway signs currently exist within that freeway segment nor within 2,500 feet of the proposed sign location; and

WHEREAS, the City received two separate digital freeway sign applications, one proposed at 2140 Freeway Drive, by applicant P.C. Dixon I, LLC and Pacific Horizon Group, LLC, and one proposed at 530 Quality Circle, by applicant Scott Vanderbeek, for the stretch of the Interstate 5 freeway corridor between County Road 102 and the City/County boundary to the east; and

WHEREAS, an Initial Study analyzed the proposed digital freeway sign at 530 Quality Circle for potential impacts to the environment pursuant to the provisions of the California Environmental Quality Act (CEQA), and it was determined that the project would not result in any significant impacts; and

WHEREAS, based on the Initial Study, a Mitigated Negative Declaration was prepared for this project pursuant to CEQA; and

WHEREAS, on September 2, 2015, an Initial Study and proposed Mitigated Negative Declaration were completed and distributed to agencies and interested parties for a 30-day public review period for review and comment on the Mitigated Negative Declaration, and a notice of the public review period was published in the general circulation newspaper pursuant to CEQA; and

WHEREAS, on April 21, 2016, the Planning Commission held a duly noticed public hearing to consider the relative merits of each of the proposed digital freeway sign applications based on the proposed location, design and community benefit resulting from each of the two digital sign applications and, upon review, voted 5-1, with one member absent, to recommend City Council approval of the proposed sign at 2140 Freeway Drive and denial of the proposed sign at 530 Quality Circle; and

WHEREAS, the City Council held a duly noticed public hearing on May 17, 2016, to review and consider the two proposed digital freeway sign applications, and after closing the public hearing, continued the items to a date not-certain, to allow staff additional time to review proposal modifications received prior to the hearing for consistency with the Zoning Ordinance and to allow additional time for public consideration and comment on the items; and

WHEREAS, the City Council held a subsequent, duly noticed public hearing on June 7, 2016, to review and consider the two proposed digital freeway signs to consider the relative merits of each of the proposed digital freeway sign applications based on final proposals submitted to city staff on May 27, 2016, and presented to City Council on June 7, 2016, including location, design and community benefit resulting from each of the two digital sign applications; and

WHEREAS, the City Council, upon conclusion of the June 7, 2016 public hearing, voted 3-1 to approve the digital sign proposed by applicant, Scott Vanderbeek, located at 530 Quality Circle, and to direct staff to prepare the final approval documents including the project resolutions and Operating Agreement to be adopted at a subsequent meeting of the City Council and for staff to prepare the resolution for denial for the digital sign proposed by applicant, P.C. Dixon I, LLC and Pacific Horizon Group, LLC, located at 2140 Freeway Drive; and

WHEREAS, proper notice of the two public hearings was given in all respects as required by law; and

WHEREAS, all persons who desired to submit written or oral public comment before or during the public hearings were provided with an opportunity to do so; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

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

1. Based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, the City Council of the City of Woodland does hereby make the following findings, determinations, and recommendations with respect to the proposed

Conditional Use Permit, Site Plan and Design Review application for a digital freeway sign at 530 Quality Circle:

1. The proposed Conditional Use Permit, Site Plan and Design Review application allowing for the installation and operation of a digital freeway sign at the southern property boundary of 530 Quality Circle conforms to the City of Woodland General Plan and applicable provisions of the Zoning Ordinance, in that the use shall be conditionally permitted in its proposed location along the Interstate 5 freeway corridor between County Road 102 and the City/County boundary to the east, and appropriate conditions have been made part of the approval.
 2. 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.
 3. The proposed location of the digital freeway sign is appropriate and beneficial to the City, is the preferred location for a digital sign along the Interstate 5 freeway, and will not detract from existing businesses or other signage within immediate proximity to the proposed location or obscure existing directional signage along this stretch of the Interstate 5 corridor.
 4. The proposed dedication of a minimum of ten percent (10%) of advertising time on the digital sign for City use, including a minimum of one "click" on each display face is consistent with the Digital Freeway Sign Ordinance Section 25-24-30(2)(B)(ix), "Development Standards, Community Messaging."
 5. An annual fee payment to the City of Thirty-six Thousand Dollars (\$36,000) with an annual three percent (3%) escalator, or ten percent (10%) of annual gross revenue, whichever is greater, in-lieu of the ordinance required 2:1 removal of static billboard signage (Section 25-24-30(2)(C), "Billboard Removal") is considered a "community benefit" equal to or greater than that which would have been achieved through strict compliance with Section 25-24-30(2)(C), "Billboard Removal" of the Digital Freeway Sign Ordinance and is consistent with Section 25-24-30(2)(D), "Operating Agreement," that allows for an applicant to propose alternative means of providing "community benefit" that would otherwise be achieved through strict adherence to the ordinance.
2. The City Council does hereby approve Application No. PLNG 16-00089 including approval of the Conditional Use Permit, Site Plan, and Design Review application subject to the conditions of approval included in "Exhibit 1," allowing for the installation and operation of a digital freeway sign at the southern property boundary of 530 Quality Circle within the Industrial, Entryway Overlay Zone.

PASSED AND ADOPTED by the City Council on June 21, 2016, 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 1

CONDITIONS OF APPROVAL

PLANNING

1. The approved project is described in the staff report and exhibits for the June 7, 2016, City Council meeting to allow the construction and operation of a 45 foot tall, double-sided digital freeway sign located along the southern property boundary of 530 Quality Circle. The sign will include a standard 14' x 48' message center. The sign would be located alongside the I-5 freeway westbound traffic lane. The project shall be constructed as depicted on the attached elevations (**Exhibit A**).
2. Approval and implementation of the Conditional Use Permit (CUP) is contingent upon approval and execution of an Operating Agreement between the City of Woodland and the project applicant/sign owner.
3. The digital freeway sign shall be installed, operated, and maintained in a manner that is consistent with the City's Digital Freeway Sign Ordinance as adopted by City Council on December 1, 2015, by Ordinance No. 1954, unless otherwise specified in these conditions of approval or as described in the project staff report prepared for the June 7, 2016 City Council meeting.
4. 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 bodies, 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 undertake defense of the matter with counsel reasonably acceptable to City.
5. The applicant shall secure approval and satisfy requirements of all agencies that have jurisdiction, including Cal Trans. The applicant shall provide the City with a copy of Caltrans approval prior to issuance of any building permit.
6. Final Plan Set: Prior to the issuance of building permits, the applicant shall include a Final plan set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s).
7. The CUP must be exercised within one year of issuance, or it shall be null and void without further action; except that the Community Development Director may extend the approval of a CUP for one (1) additional year, with the same conditions of approval, if circumstances have not changed. Any request for an extension shall be submitted in writing and must be received by the City prior to the expiration of the use permit.

8. At the time of submittal for building permit, Site Plan Review shall be performed by the Planning Division to ensure substantial compliance with the approved set of plans, pursuant to the requirements of Section 25-21-60 of the Zoning Ordinance.
9. Prior to Building Permit submittal and/or issuance of any building permit, the applicant shall work with Planning Division staff and the Planning Commission Design Review Liaison to finalize the design of the sign structure, which may include a more decorative base structure but shall generally maintain a streamlined appearance.
10. The colors and materials of construction of the new structures shall be reviewed and approved by the Planning Division prior to building permit issuance. Colors and materials shall be consistent with the plan elevations and approved project description, unless otherwise approved by the Community Development Director.
11. Any ground mounted equipment shall be adequately screened from view from all public right-of-ways. Proposed screening may include fencing, a solid block wall, and/or landscaping and shall be submitted for review and approval prior to issuance of any building permit.
12. Any replacement and/or upgrade of the digital sign structure or digital display face/screen shall be submitted for review and approval by the Community Development Department prior to installation and/or prior to issuance of any building permit.
13. No signs, other than warning and safety signage, shall be located on the structure or ancillary facility.
14. Prior to final inspection, the applicant shall provide to the City supporting documentation from a licensed engineer or surveyor demonstrating that the sign does not exceed the maximum allowed height for the sign as measured from the centerline of Interstate 5.
15. If the operation of this use does not comply with the Conditions of Approval or the General Plan or Zoning Code, this conditional use permit may be subject to all applicable proceedings by the City to ensure compliance with the Conditions of Approval and all applicable laws.

DEVELOPMENT ENGINEERING DIVISION

16. Prior to construction, the applicant shall obtain an encroachment permit from the City for any work within the right-of-way. The applicant shall be responsible for all encroachment permit fees including plan check, traffic control, inspection of improvements, and inspections of existing facilities and repair of same. All repairs shall be done by a qualified licensed contractor subject to the approval of the City.
17. The applicant shall maintain a safe and secure job site at all times and shall provide a 24 hour emergency contact to the City prior to start of construction.

BUILDING

18. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - A. 2013 California Building Code
 - B. 2013 California Plumbing Code
 - C. 2013 California Mechanical Code
 - D. 2013 California Electrical Code
 - E. 2013 Building Energy Efficiency Standards
 - F. 2013 California Green Building Code
 - G. The Municipal Code of the City of Woodland
19. 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.
20. 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.
21. All plans, computations, and specifications shall be prepared and designed by an architect or engineer licensed by the state of California.
22. 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.
23. FEMA Flood Certificate for final project electrical systems shall be at or above Base Flood Elevation.

NOTE: Site is located within the Special Flood Hazard Area.
Determination of exact flood elevation will be required for this project.

24. Prior to the issuance of any building permit, a subsurface geotechnical investigation must be performed to identify onsite soil conditions and identify any site-specific engineering measure to be implemented during the construction of structure foundations and subsurface utilities. The applicant shall submit for City review a geotechnical soils report and subsurface investigation with construction documents.

PG&E

25. The relocation of any existing PG&E facilities shall be done at the applicant's sole cost and expense. The applicant shall contact USA at (800) 227-2600 to locate existing facilities prior to digging.

EXHIBIT A

[Insert Approved Site Plan and Elevations]

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING AN OPERATING AGREEMENT FOR A
DIGITAL FREEWAY SIGN WITH WM SIGN, LLC
(Digital Freeway Sign Operating Agreement/530 Quality Circle)**

WHEREAS, applicant Scott Vanderbeek submitted an application (PLNG14-00089) to the City of Woodland for the installation and operation of a digital freeway sign at the southern property boundary of 530 Quality Circle (“Project”) within the Industrial, Entryway Overlay Zone; and

WHEREAS, on December 1, 2015, the City Council adopted Ordinance No. 1594, which amended Sections 25-24-15, 25-24-20, and 25-24-30 of Article 24 of Chapter 25 of the Woodland Municipal Code (the Zoning Code) to permit digital freeway signs within the City of Woodland and to add requirements and regulations regarding digital freeway signs along specific sections of the Interstate 5 freeway corridor; and

WHEREAS, the City prepared a mitigated negative declaration for Ordinance No. 1594 and the Project pursuant to the California Environmental Quality Act (CEQA), circulated those documents pursuant to CEQA, and held noticed public hearings on the application on May 17, 2016 and on June 7, 2016; and

WHEREAS, the City Council also on May 17, 2016 and June 7, 2016 considered a similar digital freeway sign proposal to locate a digital freeway sign at a different location but along the same section of the Interstate 5 freeway corridor, a section in which only one digital freeway sign is currently permitted; and

WHEREAS, the City Council voted to approve a Conditional Use Permit, Site Plan, and Design Review application for the installation and operation of a 45-foot tall, digital freeway sign at 530 Quality Circle on June 7, 2016, and directed staff to prepare the project Operating Agreement for review and approval at a subsequent meeting of the City Council.

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

1. Based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, the City Council does hereby make the following findings, determinations, and recommendations with respect to the proposed Conditional Use Permit, Site Plan, and Design Review application for a digital freeway sign at 530 Quality Circle:

A. The proposed Conditional Use Permit, Site Plan, and Design Review application allowing for the installation and operation of a digital freeway sign at the southern property boundary of 530 Quality Circle conforms to the City of Woodland General Plan and applicable provisions of the Zoning Ordinance, in that the use shall be conditionally permitted in its proposed location along the Interstate 5 freeway corridor between County Road 102 and the

City/County boundary to the east, and appropriate conditions have been made part of the approval.

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 proposed location of the digital freeway sign is appropriate and beneficial to the City, is the preferred location for a digital sign along the Interstate 5 freeway because it will not detract from existing businesses or other signage within immediate proximity to the proposed location or obscure existing directional signage along this stretch of the Interstate 5 corridor and allows drivers adequate time to view the digital sign and then safely exit the freeway at County Road 102, if desired.

D. The proposed dedication of a minimum of ten percent (10%) of advertising time on the digital sign for City use, including a minimum of one "click" on each display face is consistent with the Digital Freeway Sign Ordinance Section 25-24-30(2)(B)(ix), "Development Standards, Community Messaging."

E. An annual fee payment to the City of \$36,000 with an annual three percent (3%) escalator, or ten percent (10%) of annual gross revenue, whichever is greater, in-lieu of the Municipal Code's requirements to remove static billboard signage at a ratio of 2:1 (Section 25-24-30(2)(C), "Billboard Removal") is considered a "community benefit" equal to or greater than that which would have been achieved through strict compliance with Section 25-24-30(2)(C), "Billboard Removal" of the Digital Freeway Sign Ordinance, and is consistent with Section 25-24-30(2)(D), "Operating Agreement," that allows for an applicant to propose alternative means of providing "community benefit" that would otherwise be achieved through strict adherence to the ordinance.

F. The City and WM Sign LLC, desire to complete the necessary operating agreement required to install and operate a digital freeway sign at 530 Quality Circle.

2. The City Council does hereby approve and authorizes the City Manager to execute the Operating Agreement for a digital freeway sign at the southern property boundary of 530 Quality Circle in the form attached hereto as **Exhibit A** and by this reference incorporated herein.

3. The principals of WM Sign LLC are in the process of forming the LLC and cannot execute the Operating Agreement unless and until the LLC has been formed. If the City has not received satisfactory evidence of WM Sign LLC's existence within six (6) months of the date of this Resolution, the City Council shall reconsider whether it wishes to enter into the Operating Agreement.

PASSED AND ADOPTED by the City Council on June 21, 2016, 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

(Digital Freeway Sign Operating Agreement/530 Quality Circle)

Operating Agreement for Digital Freeway Sign
530 Quality Circle
City of Woodland and WM Sign, LLC

Operating Agreement for Digital Freeway Sign

530 Quality Circle

City of Woodland and WM Sign, LLC

This Operating Agreement for a Digital Freeway Sign (hereinafter “Agreement”), dated _____, 2016, by and between the **City of Woodland** (the “City”), a California municipal corporation, and **WM Sign LLC** (“WM Sign”), a California limited liability company, each referred to herein as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, two different applicants submitted separate proposals to install a digital freeway sign along the Interstate 5 corridor; and

WHEREAS, in response to the two applications, the City Council of the City of Woodland adopted Ordinance No. 1594 on December 1, 2015, which amended Woodland Municipal Code sections 25-24-15, 25-24-20, and 25-24-30 and added requirements and regulations regarding digital freeway signs; and

WHEREAS, the City of Woodland prepared a Mitigated Negative Declaration for Ordinance No. 1594 and prepared a Mitigated Negative Declaration for the sign application proposed to be located at 530 Quality Circle and a separate Mitigated Negative Declaration for the sign application proposed to be located at 2140 Freeway Drive; and

WHEREAS, the Planning Commission of the City of Woodland considered both applications for a digital freeway sign on April 21, 2016, and adopted a resolution by a vote of 5-1 recommending that the City Council approve the digital freeway sign at 2140 Freeway Drive; and

WHEREAS, the City Council of the City of Woodland held noticed public hearings on May 17, 2016 and June 7, 2016 to consider both applications and the Planning Commission’s recommendation; and

WHEREAS, the City Council of the City of Woodland selected the application of Scott Vanderbeek proposing a 45-foot tall digital freeway sign along the southern property line of 530 Quality Circle (the “Property”); and

WHEREAS, Section 25-24-30(i)(2)(D) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement, subject to City Council approval, in conjunction with the issuance of a conditional use permit for a digital freeway sign and that the City and applicant may use the operating agreement, on a case-by-case basis to deviate from the development standards set forth in Ordinance No. 1594; and

WHEREAS, WM Sign has experience in successfully installing, operating, and maintaining digital billboards and has contracted with the owner of the Property for the purpose of installing, operating, and maintaining its Digital Freeway Sign, and it has the requisite resources and expertise to do so successfully; and

WHEREAS, the City has determined that the construction and operation of WM Sign's proposed outdoor advertising display on the Property is a development for which this Agreement is appropriate; and

WHEREAS, the City Council of the City of Woodland determined that a substantial public benefit will accrue to the City by reason of the advertising revenue that will be generated by WM Sign's outdoor advertising display and shared with City, which adds value to the community by enabling City to undertake projects, programs, and other activities for the benefit of City and its businesses and residents; and

WHEREAS, the City Council has determined that an additional substantial public benefit will accrue to the City by reason of WM Sign providing three advertising slots on the sign for the first five years of operating and then two advertising slots on the sign for the remaining term of the Agreement, which adds value to the community by enabling City to advertise City programs and events at no cost.

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

AGREEMENT

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

2. Definitions. This section defines the terms used in this Agreement, but other terms are defined elsewhere in this Agreement.

a. "Business Day" means any day the City's main offices located at 300 First Street, Woodland, California, are open to the public.

b. "Caltrans" means the California Department of Transportation.

c. "Caltrans Permits" means all permits and approvals that WM Sign must obtain from Caltrans to install, operate, and maintain the Digital Freeway Sign in accordance with this Agreement.

d. "City Permits" means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for WM Sign to install, operate, and maintain the Digital Freeway Sign in accordance with this Agreement.

e. “Commencement Date” means the date as of which both of the following have occurred: (1) the City has finally approved the Plans (defined in Section 6(a)), and (2) WM Sign has received all necessary governmental permits and approvals for the Digital Freeway Sign, including the Caltrans Permits and the City Permits.

f. “Digital Freeway Sign” is defined in Section 25-24-15 of the City of Woodland Municipal Code as “an off-premise outdoor advertising sign, utilizing digital message technology, capable of changing the static message or copy on the sign electronically and not prohibited as signs that move or simulate motion. A digital freeway sign may have one or more dynamic digital display areas.”

g. “Digital Display Area” means the portion of the Digital Freeway Sign that consists of the digital display areas used for general commercial advertising. The Digital Display Area is more particularly described in **Exhibit B**, attached hereto and incorporated herein.

h. “Effective Date” means the last date as of which both the City and WM Sign have signed this Agreement, as indicated by the dates in the signature blocks below.

i. “Operational” means the Digital Freeway Sign is capable, legally and functionally, of displaying digital advertising on the Digital Display Area.

j. “Obstruction” means any structure, sound wall, communications antennae, tree, or vegetation on City owned or controlled property within 1,000 feet of the Digital Freeway Sign and obstructs the view of the Digital Display Areas from the viewing public on Interstate 5.

k. “Site” means the portion of the Property located in the City that may be suitable for installation of a Digital Freeway Sign. The Site is more particularly described in **Exhibit B**, attached hereto and incorporated herein.

l. “Sign Structure” means the portion of the Digital Freeway Sign other than the Digital Display Area, including but not limited to supporting pole(s), display frame, and all ancillary equipment and utilities installed on the sign Site. The Sign Structure as improved with Digital Display Area is more particularly described in **Exhibit B**. If the Site currently does not have a Sign Structure, the term “Sign Structure” shall mean all supporting pole(s), display frame and ancillary equipment and above-ground utilities installed on the Site.

m. “Term” means the entire time this Agreement is in effect, as specified in Section 3.

3. Term of Agreement. The “Term” of this Agreement consists of two phases:

1. The “Development Phase,” which begins on the Effective Date and ends when the Digital Freeway Sign becomes Operational.

2. The “Operations Phase” with regard to the Digital Freeway Sign begins at the end of the Development Phase and ends when such Digital Freeway Sign is removed or after a twenty-five (25) year period following the conclusion of the Development Phase, whichever occurs first. The Agreement is automatically renewed for an additional 10 year Term unless written notice is given by either party to the other party 60 days prior to expiration of the initial Term expressing the party’s intent to terminate this Agreement.

4. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including the contemplated use during the Term, WM Sign shall do all of the following:

A. Installation and Operation of Digital Freeway Sign. WM Sign shall install and operate the Digital Freeway Sign on the Site in accordance with the criteria set forth in **Exhibit A**, attached hereto and incorporated herein, to this Agreement.

B. Monthly Fee. In lieu of removing at least two square feet of legally existing non-digital billboard display area within the City limits prior to operation of the Digital Freeway Sign, WM shall instead pay a Monthly Fee. Each month during the Operations Phase, WM Sign shall pay the City the “Monthly Fee” set forth in **Schedule 1**, attached hereto and incorporated herein. If the Operations Phase does not begin within eighteen (18) months of the Effective Date, WM Sign shall commence paying the City the Monthly Fee set forth in Schedule 1 beginning on the first day of the nineteenth (19th) month after the Effective Date and continuing through the end of the Operations Phase or until this Agreement is terminated.

i. The Monthly Fee is due and payable on the first day of each calendar month at the address set forth for the City in Section 9(C). Any installment of the Monthly Fee that is not paid within fifteen (15) days after it is due and payable shall accrue a monthly penalty of five percent (5%) for each month the Monthly Fee is late until the Monthly Fee and all penalties are paid in full.

ii. If the Operations Phase begins on a day other than the first day of a month, then the first and last months’ installments of the Monthly Fee will be prorated.

iii. WM Sign may abate the Monthly Fee if WM Sign is unable by reason of law or regulation, permit revocation or issuance, to continue operation of the Digital Freeway Sign for any period of time during the Term of this Agreement, in which event the Monthly Fee shall be waived in full for any such period of time. In addition, if WM Sign removes both of the Digital Display Areas on its Sign Structure and places traditional outdoor advertising on its Sign Structure, the Monthly Fee shall no longer be payable with respect to that Digital Freeway Sign.

iv. WM Sign may offset the Monthly Fee if WM Sign has provided notice of an Obstruction under Section 5(B) and the City has not removed the Obstruction as provided therein. In such event, the Monthly Fee shall be offset in full until such Obstruction is removed as required in Section 5(B).

C. Dedicated “Click”. During the Term of this Agreement, to the extent permissible under applicable laws, rules and regulations, WM Sign shall display advertisements promoting the City and local community events sponsored by and/or partnered with the City (the “City Copy”) on three (3) digital display spots for the first five years of the Operations Phase and on two (2) digital display spots for the remaining term of the Agreement on the Digital Freeway Sign after each 8-spot digital loop (the “Display Time”), but never less than ten (10%) percent of display time, provided that: (i) all proposed City Copy is submitted to WM Sign not less than five (5) Business Days prior to the date on which the City Copy is proposed to be displayed on the Digital Freeway Sign (the “Copy Submission Deadline”); (ii) all digital artwork is consistent with the quality of material to be posted on the Digital Freeway Sign; and (iii) City pays for all digital production costs associated with the City Copy. If and when City develops a policy permitting Woodland-based non-profit organizations or volunteer organizations to advertise on the Digital Freeway Sign as a part of the “City Copy,” the City shall provide a copy of such policy to WM Sign, and all such additional copy shall be subject to this Section 4(C). Other than the additional City Copy permitted pursuant to the immediately preceding sentence, in no other event shall City be permitted to give, sell, trade, barter or exchange the Display Time to any third party. City represents and warrants that all copy, content, and materials supplied by City to WM Sign for display under this Agreement (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity, (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or WM Sign may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race, or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark, or other intellectual property or privacy right of any third party. If WM Sign has “uncommitted” advertising space or an uncommitted “click,” that space or “click” shall be offered to the City at no cost for the duration of time during which the space or “click” remains uncommitted.

D. Charitable Contribution. A principal of WM Sign, Scott Vanderbeek, shall make for the term of this Agreement an annual contribution(s) by December 31st of each year to a Woodland-based non-profit charitable, educational, or governmental organization(s) of his choosing in an amount of at least twenty-five percent (25%) of Scott Vanderbeek’s net profit from the Digital Freeway Sign (“Charitable Contribution”). WM Sign shall provide to City an annual report within sixty (60) days after the end of each calendar year detailing its gross revenue and shall provide documentation, including a certification of WM Sign’s net profit and documentation of this Charitable Contribution payment. In the event that Scott Vanderbeek is unable to make the Charitable Contribution required by this Section 4(D) (due to death, incapacity, or otherwise), WM Sign shall provide City with a financial statement documenting Scott Vanderbeek’s share of the net profit by sixty (60) days after the end of each calendar year, and City shall determine which Woodland-based non-profit charitable, educational, or governmental organization(s) shall receive the Charitable Contribution. If WM Sign assigns this Agreement to another party or if Scott Vanderbeek is no longer a principal of WM Sign, this Section 4(D) shall be renegotiated with either WM Sign or the assignee and, in the case of assignment, approved by City prior to assignment.

5. Use of Site.

A. Exclusive Uses. Except as otherwise provided in this Agreement, WM Sign has the exclusive right to display outdoor advertising on the Site, in digital formats. WM Sign's exclusive right to conduct outdoor advertising on the Site includes the following:

i. Installing, erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning, adding, changing, and maintaining equipment required to maintain communications with the Digital Freeway Sign repositioning (with the City's consent) during the term of this Agreement.

ii. Removing the Digital Display Area and all associated equipment on or from the Site when this Agreement terminates, as provided in Section 6(N).

iii. Licensing the use of the Digital Freeway Sign, or any portion of it, for any lawful purpose related to outdoor advertising.

iv. All rights to operate the sign faces as Digital Display Areas.

B. Unobstructed Use.

i. The City shall not allow any of the following on any City-owned or City-controlled real property within 1,000 feet of the Digital Freeway Sign, each of which shall be deemed an "Obstruction": any structure, sound wall, communications antennae, tree, or vegetation that obstructs the view of the Digital Display Areas from the viewing public on Interstate 5.

ii. If WM Sign notifies the City in writing that an Obstruction exists, and if the City authorized or actively caused the Obstruction, then the City shall remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City fails to remove the Obstruction within 30 days after receiving the notice, then WM Sign may remove the Obstruction at the City's expense after coordinating with the City's Public Works Department, which coordination shall include, at a minimum, review and approval of WM Sign's plans to remove the Obstruction prior to WM Sign commencing work.

iii. If WM Sign notifies the City in writing that an Obstruction exists, and if the City did not authorize or actively cause the Obstruction, then the City may remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City does not remove or remedy the Obstruction within the 30 days, then, at no cost to the City, and after coordinating with the City's Public Works Department, which coordination shall include, at a minimum, review and approval of WM Sign's plans to remove the Obstruction prior to WM Sign commencing work, WM shall remove the Obstruction at its sole cost and expense.

iv. In no event shall the City be obligated to remove or seek removal of visual obstructions on private property. Furthermore, this Agreement does not, and cannot authorize WM Sign to remove visual obstructions from private property.

v. WM Sign's exercise of its rights under this Section 5(B) are in addition to any other remedies it may have under this Agreement.

6. Installation and Operation of a Digital Freeway Sign.

WM Sign shall install and operate the Digital Display Area on the Sign Structure in accordance with this Section 6 and consistent with Section 5, all at no cost to the City.

A. Plans and Specifications. At no cost to the City, WM Sign shall prepare complete plans and specifications for the Digital Freeway Sign, working closely with the City to develop plans and specifications that are mutually acceptable (the "Plans"). WM Sign shall submit the Plans to the City for final review and approval.

B. Caltrans Permits. As soon as practicable after the Effective Date, WM Sign shall apply to Caltrans for all Caltrans Permits, and the City shall cooperate with WM Sign in that effort, including the completion of any Caltrans forms. All Caltrans Permits are to be obtained and secured for WM Sign's sole benefit and are to be issued in WM Sign's name. WM Sign shall perform all obligations under the Caltrans Permits at no cost to the City.

C. City Permits. The City shall diligently process WM Sign's applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; and this Agreement does not constrain the City's discretion with respect to the City Permits specifically or to the Digital Freeway Sign generally.

D. Installation. WM Sign shall begin installing the Digital Display Area as soon as practicable after the Commencement Date and shall diligently pursue installation to completion without unnecessary interruption. WM Sign will be excused, however, for any delays in beginning or completing installation that are caused by a Force Majeure Event, as defined in Section 9(D)(1). WM Sign shall use reasonable diligence to avoid such delays and to resume work as promptly as possible after such a delay.

E. Ownership. Unless assigned to another party pursuant to the terms of this Agreement, WM Sign shall be the owner of the Digital Freeway Sign and all permits and authorizations that relate to it, including the City Permits and the Caltrans Permits.

F. Maintenance. At no cost to the City, WM Sign shall maintain the Sign Structure and shall maintain and repair the Digital Freeway Sign in accordance with the standards of the outdoor-advertising industry. The Digital Freeway Sign and Sign Structure shall be kept in "good as new" condition. The Digital Freeway Sign and Sign Structure shall be washed/cleaned annually, and faded or aging components of the sign and structure shall be replaced every five (5) years or sooner as necessary to maintain a "good as new" appearance. WM Sign's maintenance obligation under this Section 6(F) includes the obligation to remove any graffiti from the Sign Structure and the Digital Freeway Sign within three (3) Business Days of being notified of the graffiti by the City. WM bears full responsibility for maintenance of the Sign Structure and maintenance or repair of the Digital Freeway Sign.

G. Damage or Destruction. This Agreement will continue in full effect if any part of the Digital Freeway Sign is damaged, and such damage amounts to less than material damage, as defined below. WM Sign shall promptly repair the Digital Freeway Sign, and WM Sign shall promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair or replace the Digital Freeway Sign. Within 30 days of obtaining all required permits and approvals, WM Sign shall begin work to repair or replace the Digital Freeway Sign. WM Sign shall complete the work within 180 days after the work begins. If WM Sign elects, under this Section 6(G), not to repair or replace the Digital Freeway Sign then WM Sign shall notify the City in writing of its election and shall remove the Digital Freeway Sign and restore the Site in accordance with Section 6(L).

Notwithstanding this section, if WM Sign's Digital Freeway Sign is materially damaged, WM Sign shall be permitted to abate the Monthly Fee, for a period not to exceed sixty (60) days, until such time as the Digital Freeway Sign becomes Operational again. Materially damaged shall mean at least one-half of the Digital Display Area is completely inoperable due to such damage, which was not caused by WM Sign or its agents.

H. Utilities. At no cost to the City, WM Sign shall provide and pay for all utility connections, utility equipment, and utility service required to install, operate, maintain, repair, improve, or reposition the Digital Freeway Sign.

I. Amber Alerts and Public-Service Messages. During all periods when Digital Display Areas are Operational on the Digital Freeway Sign, WM Sign shall make the Digital Display Area available to the appropriate governmental agencies for the purpose of displaying "Amber Alert" messages in accordance with the Amber Alert Guidelines set forth in **Exhibit C**, attached hereto and incorporated herein, to this Agreement. In addition, WM Sign shall allow the Digital Display Area to be available to the City and to other government agencies without cost, on a space-available basis determined by WM Sign, for the purpose of displaying public-service messages (e.g., evacuation routes, drunk-driving-awareness messages, and emergency-disaster communications). The City's messages shall meet WM Sign's graphics-arts standards so that the messages are "camera ready," at no cost to WM Sign. All copy will be subject to WM Sign's standard advertising copy rejection and removal policies that allow WM Sign the right, in WM Sign's sole discretion, to approve or disapprove a copy and remove a copy once posted or displayed.

J. Future Technologies. The technology currently being deployed for the Digital Freeway Sign is LED (light emitting diode), but there may be alternate, preferred, or superior technology available in the future. WM Sign is authorized to change the Digital Freeway Sign to any other technology that operates under the maximum brightness standards set forth in Section 6(K) of this Agreement. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.

K. Illumination Standards. Digital Freeway Sign illumination is expressly permitted when in compliance with all applicable rules and regulations (see Section 6(M) below) and when operated within these standards, WM agrees to the following illumination standards for its Digital Freeway Sign:

i. Shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.

ii. Distance to measure the foot candles impact shall be measured from a distance of 250 feet for a sign with a nominal face size of 14' x 48'.

iii. Each Digital Display Area must have a light sensing device that will adjust the brightness as ambient light conditions change.

iv. WM Sign shall demonstrate, through field testing, compliance with a 0.3 foot candle increase, or less, over ambient light at a distance of 250 feet during nighttime conditions upon initial start-up, again at six (6) months of operation, and at the reasonable request of the City for the life of the Digital Freeway Sign. WM Sign shall be solely responsible for the cost of the field testing, which shall be conducted by a qualified independent contractor.

v. If increases in ambient light are found to be above the 0.3 foot candle level, the dimming level shall be adjusted until this level can be demonstrated. This must be completed and demonstrated through follow-up field testing within 24 hours or the Digital Freeway Sign shall not be operated until the lighting levels can be brought into compliance.

L. “Go-Dark” Provision. WM Sign shall not display anything on either Digital Display Area between the hours of 1:00 AM and 4:30 AM, during which time the Digital Display Areas shall be completely dark.

M. Advertised Content Restrictions. WM Sign shall not advertise tobacco, “vaping,” hard alcohol, cannabis products, or promotions related to such products on the Digital Freeway Sign. WM may advertise beer and wine products on the Digital Freeway Sign. When beer and wine products are advertised, WM Sign shall program every sixth (6th) ad to be a “Don’t Drink and Drive” message rather than a product advertisement.

N. Removal of Digital Freeway Sign. When the Term ends, whether it expires as scheduled or is terminated early, WM Sign shall, at its sole cost and expense, promptly apply for and diligently pursue the issuance of any permits or approvals it needs to remove the Digital Freeway Sign, including the Digital Display Area and all above-ground Sign Structures and supports. Within 120 days after obtaining the necessary permits and approvals, WM Sign shall remove the Digital Freeway Sign and all above-ground Sign Structures and supports and restore the Site to the pre-Agreement condition, all at no cost to the City. Following termination of this Agreement but prior to removal of the Digital Freeway Sign, WM Sign shall not display digital advertising on the Digital Display Area.

O. Compliance with Laws; Waiver of Compensation. During the Term and while removing the Digital Freeway Sign after the Term in accordance with Section 6(N), WM Sign shall do the following at its sole cost and expense: comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern the Digital Freeway Sign and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Digital Freeway Sign (including the City) whether enacted or issued before, on, or after the Effective

Date including but not limited to the California Outdoor Advertising Act and the Woodland Municipal Code, as either may be amended from time to time. Notwithstanding the foregoing, nothing herein shall be deemed to negate, void, or diminish (I) any claim WM Sign may have for just compensation as a result of any governmental action that results in the taking of its property or (ii) the right of WM Sign to avail itself of all remedies available to WM Sign under state or federal law to maintain its Digital Freeway Sign.

7. Early Termination.

A. City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City gives WM Sign written notice of termination, if any of the following circumstances occurs:

i. WM Sign breaches its obligation to pay the Monthly Fee when due and does not cure the breach within thirty (30) days after the City serves WM Sign with a written notice of default.

ii. WM Sign breaches its obligation to perform in accordance with any material provision of this Agreement other than the obligation to pay the Monthly Fee and: (A) does not cure the breach within thirty (30) days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work on a cure within thirty (30) days after the City serves it with a written notice of breach and/or does not diligently pursue the cure to completion within ninety (90) days after work begins. The parties can agree to extend the time period to cure the breach by mutual written agreement. The express designation in this Agreement of a provision as "material" does not imply that other provisions are not material.

iii. WM Sign ceases to pay the Monthly Fee pursuant to Section 4(B) of this Agreement, and no other provision permitting the nonpayment of the Monthly Fee is applicable.

iv. WM Sign initiates legal challenge to the validity of this Agreement or its authorizing ordinance provided that this subsection shall not prevent WM Sign from enforcing this Agreement and the parties' obligations hereunder.

B. WM Sign's Termination Rights. Without prejudice to its other remedies at law or in equity, including the right to seek just compensation under the laws of eminent domain, WM Sign may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after WM Sign gives the City written notice of termination, if any of the following circumstances occurs:

i. City default under Section 5(B) where an Obstruction not caused by WM and on City-owned or City-controlled real property materially obstructs the view of the Digital Display Area from the adjacent portion of Interstate 5, and the City has not removed the Obstruction following proper notice by WM Sign. "Materially obstructs" shall mean at least one-half of the displayed area is obstructed.

ii. WM Sign cannot safely use the Site to install, operate, maintain, repair, or improve the Digital Freeway Sign because of a non-remediable or cost-prohibitive condition, and WM Sign did not cause the condition.

iii. There is a material diversion of traffic from, or a material reduction or change in the directional flow of traffic on, the portion of Interstate 5 adjacent to the Site, and the diversion or disruption continues uninterrupted for at least 30 consecutive days.

iv. WM Sign cannot obtain or maintain any governmental permits, licenses, or approvals required to install, operate, maintain, repair, or improve the Digital Freeway Sign, including but not limited to Caltrans Permits and City Permits.

v. Use of the Digital Freeway Sign for its intended purpose is prevented or limited by law, or WM Sign is required by any court or other governmental entity, for reasons other than eminent domain, to remove the Digital Freeway Sign from the Site.

vi. The Digital Freeway Sign is materially damaged or destroyed and WM Sign elects not to repair or replace the Digital Display Area. Materially damaged or destroyed shall mean at least one-half of the Digital Display Area is damaged or destroyed such that at least one-half of it is fully inoperable.

C. City's and WM Sign's Additional Termination Rights. Without prejudice to their other remedies at law or in equity, either party may terminate this Agreement if the other party:

i. Has an order for relief entered with respect to it, commences a voluntary case, or has an involuntary case filed against it under any applicable bankruptcy, insolvency, or other similar law then in effect, and the order or case is not stayed, withdrawn, or settled within 60 days after it is entered, commenced, or filed (11 U.S.C. § 365(e)(2)(A), as amended, or any successor statute); or

ii. Files for reorganization, becomes insolvent, or has a receiver or other officer with similar powers appointed for its affairs in any court with jurisdiction, whether or not with its consent (unless dismissed, bonded, or discharged within 60 days after appointment).

8. Indemnification.

A. Definitions. The following definitions apply to this Section 8:

i. "Person" is to be interpreted broadly. It includes not just third persons but also WM Sign and WM Sign's directors, officers, employees, contractors, and agents; and the City and the City's elected officials, officers, employees, contractors, and agents.

ii. "Liabilities" means all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that arise directly or indirectly from WM Sign's possession or use of the Site.

iii. “Occurrence” means: (A) the death of, or injury to, any Person; and (B) damage to, or destruction of, any real property, personal property.

B. General Indemnity. WM Sign shall indemnify, defend (with attorneys reasonably acceptable to the City), protect, and hold the City harmless from and against all Liabilities that arise directly or indirectly from WM Sign’s possession or use of the Site. WM Sign is obligated under this Section 8(B) even if the City or the City’s elected officials, officers, employees, contractors, or agents reviewed, accepted, or approved the work, materials, or activities from which the Liabilities arise. But WM Sign is not obligated under this Section 8(B) to the extent the Liabilities are caused by the active negligence or willful misconduct of the City or the City’s elected officials, officers, employees, contractors, or agents. WM Sign’s obligation under this Section 8(B) includes Liabilities arising from any of the following:

i. Any Occurrence on the Site, but only to the extent caused by WM Sign’s acts or omissions.

ii. Any Occurrence that is in any way connected with any of WM Sign’s personal property on the Site.

iii. Any Occurrence caused or allegedly caused by (A) any condition of the Site created by WM Sign or by any Person on the Site with WM Sign’s permission; or (B) some act or omission on the Site by WM Sign or by any Person on the Site with WM Sign’s permission.

iv. Any Occurrence caused by, or related in any way to, work or activities performed on the Site or materials furnished to the Site at the request of WM Sign or any Person or entity acting for WM Sign or with WM Sign’s permission.

v. Any Occurrence that is caused by, or related in any way to, a verbal or non-verbal display on the Digital Display Area.

vi. WM Sign’s failure to perform any provision of this Agreement, to comply with any requirement of law applicable to WM Sign, or to fulfill any requirement imposed by any governmental entity (including the City when acting as a government) on WM Sign or WM Sign’s use of the Site.

C. Legal Challenges. WM Sign shall indemnify, defend with attorneys selected by the City, protect, and hold harmless the City and the City’s elected officials, officers, and employees (“Agents”) in any litigation to attack, set aside, void, or annul an approval by the City or its Agents concerning the Digital Freeway Sign (collectively, a “Claim” including litigation based on the California Environmental Quality Act) brought to challenge the validity of this Agreement, the validity of the City Permits or the Caltrans Permits, or the validity of the City ordinances that authorize the installation and Operation of the Digital Freeway Sign on the Site. WM Sign’s obligation to indemnify under this Section 8(C) includes liability for attorneys’ fees awarded to a party who successfully challenges the validity of this Agreement, of the City

Permits, or the Caltrans Permits, or of any authorizing ordinance. If such a Claim is brought, the parties shall promptly notify the other party of such Claim, and each party shall cooperate with the efforts of the WM Sign to defend such Claim. The City will not voluntarily assist the opposing party in any such Claim or take any position adverse to WM Sign in connection with such Claim. Nothing in this paragraph shall obligate the City to defend any Claim, and the City shall not be required to pay or perform any settlement arising from any such Claim, unless the settlement is approved in writing by the City.

D. Survival. WM Sign's obligations under this Section 8 will survive this Agreement.

9. Miscellaneous.

A. Assignments and Sub Agreements. A party may not assign or otherwise transfer this Agreement or any interest in it, and this Agreement is not assignable by operation of law, without the other party's prior written consent, which the other party shall not withhold, delay, or condition unreasonably. An assignment or transfer made contrary to this Section 9(A) is void.

B. Successors and Assigns. This Agreement binds and inures to the benefit of the successors and permitted assigns of the parties. This Section 9(B) does not constitute the City's consent to any assignment of this Agreement or any interest in the Agreement.

C. Notices. Any notice or other communication under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 9(C) to the persons identified below. A mailed notice or other communication will be effective or will be considered to have been given on the third day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 9(C).

If to the City:

City of Woodland
City Manager's Office
300 First Street
Woodland, California 95695
Attention: Paul Navazio

If to WM Sign:

WM Sign LLC
c/o Sierra Outdoor LLC
3445 American River Drive, Ste A
Sacramento, CA 95864
Attention: Patrick Gardner

D. Force Majeure.

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

entity (excluding the City) or that entity's agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.

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

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

F. Relationship of the Parties. This Agreement does not create any relationship or association between the City and WM Sign. For example, and without limiting the previous sentence, this Agreement does not create between the City and WM Sign the relationship of principal and agent, nor does it create a partnership or joint venture.

G. Attorneys' Fees. The party prevailing in any litigation concerning this Agreement, the Site, or any improvements to the Site (including the Digital Freeway Sign) will be entitled to an award by the court of reasonable attorneys' fees and litigation costs through final resolution on appeal in addition to any other relief that may be granted in the litigation. If the City is the prevailing party, then this Section 9(G) will apply whether the City is represented in the litigation by the Office of the City Attorney or by outside counsel.

H. Severability. If a court with jurisdiction holds any nonmaterial provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions will remain in full force and effect.

I. Counterparts. The parties may execute this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same Agreement.

J. Further Assurances. Each party shall execute all additional documents or instruments and take all necessary action that either party reasonably considers necessary to carry out the proper purposes of this Agreement.

K. Time of Essence. Time is of the essence of this Agreement.

L. Interpretation. This Agreement is to be interpreted and applied in accordance with California law without regard to conflict-of-laws principles, except that the rule of interpretation in California Civil Code section 1654 will not apply. Schedule 1 and Exhibits A, B, and C are part of this Agreement.

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

(Signature Page Follows)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth next to their signatures.

City of Woodland

WM Sign LLC

By: Sierra Outdoor, LLC
Managing Member

By: _____

Paul Navazio, City Manager

Dated: _____, 2016

By: _____

Patrick M. Gardner, Managing Member

Dated: _____, 2016

Approved as to Form
Woodland City Attorney

By: _____

Kara K. Ueda, City Attorney

**Agreement for Digital Billboard
City of Woodland and WM Sign**

Schedule 1

Monthly Fee

1. **Base Payment:** During the term of this Agreement, WM Sign shall pay to the City Thirty-Six Thousand Dollars (\$36,000.00) per year (the “Base Annual Payment”), which shall be payable in equal monthly installments of Three Thousand Dollars (\$3,000.00).
2. **Annual Base Escalator:** The Base Annual Payment shall escalate annually by a fixed rate of three percent (3%) beginning on the thirteenth month following initiation of the Operations Phase and continuing every year thereafter.
3. **Percentage Payment:** WM Sign shall pay a monthly fee of the greater of Three Thousand Dollars (\$3,000.00) or ten percent (10%) of the Annual Gross Revenue (“Percentage Payment”). For purposes of this Schedule 1, “Annual Gross Revenue” shall mean all income actually received by WM Sign from the sale of advertising on the Digital Freeway Sign during the calendar year. WM Sign shall provide to City an annual report within sixty (60) days after the end of each calendar year detailing its gross revenue. The Percentage Payment shall be calculated at the end of each calendar year. If in any given calendar year the Percentage Payment exceeds the Base Annual Payment (including the Annual Base Escalator), WM Sign shall pay to City the difference between the Percentage Payment and the Base Annual Payment within sixty (60) days after the end of such calendar year (the “True-Up Payment”). The True-up Payment shall be accompanied by a full and accurate statement of the Annual Gross Revenue received by WM Sign and the Percentage Payment and True-up Payment calculations for such calendar year.

**Agreement for Digital Freeway Sign
City of Woodland and WM Sign**

Exhibit A

Digital Freeway Sign Operational Requirements

- A. Operational Limitations.** The Digital Freeway Sign shall display static messages only and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the Sign Structure, design, or pictorial segment of the sign. No static message shall include flashing, scintillating lighting, or varying light intensity.
- B. Minimum Display Time.** Each message on the sign must be displayed for a minimum of eight (8) seconds. Transition or blank screen time between one still message or image and the next may not exceed one (1) second.
- C. Light Sensing Device.** Each display shall have a light sensing device that will adjust the brightness as ambient light conditions change.
- D. Displays During Malfunctions.** The Digital Freeway Sign shall be operated with systems and monitoring in place to either turn the display off or show a “full black” image on the display in the event of a malfunction that affects at least fifty percent (50%) of the display area.
- E. Dark Hours.** Each Digital Display Area shall be turned off between the hours of 1:00 AM and 4:30 AM.
- F. Prohibited Displays.** Tobacco, “vaping,” and cannabis products or related promotions shall not be advertised.
- G. Alcohol Advertising.** Hard alcohol products (distilled beverages, spirits, and liquor) shall not be advertised. Beer and wine products may be advertised on the Digital Freeway Sign. When beer and wine products are advertised, every fifth (5th) ad shall be a “Don’t Drink and Drive” message instead of a product advertisement.

**Agreement for Digital Freeway Sign
City of Woodland and WM Sign**

Exhibit B

Digital Freeway Sign Description

Insert Final Exhibit

Exhibit B

**Agreement for Digital Freeway Sign
City of Woodland and WM Sign**

Exhibit C

Amber Alert Guidelines

AMBER alerts are issued by the National Center for Missing and Exploited Children in Washington, DC. For those alerts, WM Sign and the outdoor advertising industry adhere to these guidelines:

Digital Freeway Sign advertising will be completely interrupted upon receipt of an AMBER Alert within the affected geographical boundary.

The appropriate AMBER Alert will run uninterrupted for a minimum of one hour preempting all other advertising.

Thereafter, during the two hours immediately following the aforementioned one-hour display of the AMBER Alert, the same alert will be displayed in rotation along with other paid advertisers unless cancelled earlier. After the initial 3 hour display period, any additional posting of the alert shall be based on the situation and availability.

Legislation Text

File #: 16-567, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: **Digital Freeway Sign at 2140 Freeway Drive -Resolution of Denial** Final adoption of the Resolution of Denial for the proposed digital freeway sign located at 2140 Freeway Drive**Recommendation for Action:** Staff recommends that the City Council adopt Resolution No. _____, denying the proposed digital freeway sign located at 2140 Freeway Drive (Attachment 1).**Staff Contact**

Erika Bumgardner, Senior Planner - (530) 661-5886, Erika.Bumgardner@cityofwoodland.org

Fiscal Impact

The applicant has paid for processing costs associated with this application.

Background

At its June 7, 2016 meeting, the City Council voted to deny the proposed 65-foot tall digital freeway sign located at 2140 Freeway Drive (applicant: P.C. Dixon I, LLC and Pacific Horizon Group, LLC), just east of the existing Fitness System Gym, adjacent the Interstate 5 freeway corridor. City Council directed staff to prepare the final Resolution for Denial which is provided as a part of this staff report packet (Attachment 1).

Conclusion

Staff recommends the City Council adopt Resolution No. _____, denying the proposed digital freeway sign located at 2140 Freeway Drive (Attachment 1); and

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1 - Resolution of Denial

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND DENYING THE CONDITIONAL USE PERMIT
APPLICATION PLNG 16-00062 FOR A 65-FOOT TALL DIGITAL
FREEWAY SIGN AT 2140 FREEWAY DRIVE WITHIN THE
COMMERCIAL HIGHWAY, ENTRYWAY OVERLAY ZONE**

WHEREAS, applicant P.C. Dixon I, LLC and Pacific Horizon Group, LLC, submitted an application (Application No. PLNG 16-00062) to the City of Woodland for the installation and operation of a digital freeway sign at the southeast corner of 2140 Freeway Drive within the Commercial Highway, Entryway Overlay Zone; and

WHEREAS, on December 1, 2015, the City Council approved amendments to Section 25-24-15, 25-24-20, and 25-24-30 of Article 24 of Chapter 25 of the Woodland Municipal Code to permit digital freeways signs within the City of Woodland and to add requirements and regulations regarding digital freeways signs along specific sections of the Interstate 5 freeway corridor; and

WHEREAS, not more than one digital freeway sign shall be permitted along Interstate 5 between County Road 102 and the City/County boundary to the east and no digital freeway sign shall be located within 2,500 feet of any other digital freeway sign within the city limits as stated in Article 24 of Chapter 25 of the Woodland Municipal Code; and

WHEREAS, the City received two separate digital freeway sign applications; one proposed at 2140 Freeway Drive, by applicant P.C. Dixon I, LLC and Pacific Horizon Group, LLC; and one proposed at 530 Quality Circle, by applicant Scott Vanderbeek, for the stretch of the Interstate 5 freeway corridor between County Road 102 and the City/County boundary to the east; and

WHEREAS, on April 21, 2016, the Planning Commission held a duly noticed public hearing to consider the relative merits of each of the proposed digital freeway sign applications based on the proposed location, design, and community benefit resulting from each of the two digital sign applications and, upon review, voted 5-1, with one member absent, to recommend City Council approval of the proposed sign at 2140 Freeway Drive and denial of the proposed sign at 530 Quality Circle; and

WHEREAS, the City Council held a duly noticed public hearing on May 17, 2016, to review and consider the two proposed digital freeway sign applications, and after closing the public hearing, continued the items to a date not-certain, to allow staff additional time to review proposal modifications received prior to the hearing for consistency with the Zoning Ordinance and to allow additional time for public consideration and comment on the items; and

WHEREAS, the City Council held a subsequent, duly noticed public hearing on June 7, 2016, to review and consider the two proposed digital freeway signs to consider the relative merits of each of the proposed digital freeway sign applications based on final proposals submitted to city

staff on May 27, 2016, and presented to City Council on June 7th, including location, design and community benefit resulting from each of the two digital sign applications; and

WHEREAS, the City Council, upon conclusion of the June 7, 2016 public hearing, voted 3-1, with one member absent, to approve the digital sign proposed by applicant, Scott Vanderbeek, located at 530 Quality Circle, and to direct staff to prepare the final approval documents including the project resolutions and Operating Agreement to be adopted at a subsequent meeting of the City Council and for staff to prepare the resolution for denial for the digital sign proposed by applicant, P.C. Dixon I, LLC and Pacific Horizon Group, LLC, located at 2140 Freeway Drive; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Woodland City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby deny the proposed digital freeway sign proposed by Application No. PLNG 16-00062 and makes the following findings, determinations, and recommendations with respect to the Conditional Use Permit, Site Plan and Design Review application:

1. In consideration of the merits of the two digital freeway sign applications, the City Council supports the sign that provides the greatest value to the community in terms of location, design, and overall benefit to the City.
2. The City Council finds that the alternative proposed digital sign located at 530 Quality Circle will provide the greatest value to the community in terms of location, design, and overall financial benefit to the City.
3. The proposed location of the digital freeway sign at 2140 Freeway Drive is not an ideal location given its proximity to existing hotels also located off of Freeway Drive and the potential impacts to hotel guests and given its proximity to the County Road 102 exit ramp and County Road 102 overpass. The alternative proposed digital sign is located approximately 500 feet further east of the exit ramp allowing for additional time for northbound drivers to view the sign and safely exit the freeway and allowing for additional sign viewing time for southbound drivers once they pass under the County Road 102 freeway overpass.
4. The proposed 65 foot height of the digital freeway sign at 2140 Freeway Drive is not ideal, especially as compared to the other digital freeway sign application, which is 20 feet shorter and is a better fit within the overall context of surrounding uses and development.

5. In light of the above, the proposed use is not desirable for the public convenience and would be detrimental to the general public welfare.

PASSED AND ADOPTED by the City Council on June 21, 2016, 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

Legislation Text

File #: 16-578, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Council Member Election, November 8, 2016

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election for November 8, 2016 to fill three seats on the City Council via by-district elections, calling a Special Election for November 8, 2016 to place a general tax measure on the ballot, requesting the Yolo County Board of Supervisors to consolidate the Elections with the Statewide General Election and any other elections, and directing the County Election's Official to provide services in relation to the Election.

Staff Contact

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

Fiscal Impact

The cost for consolidation of these elections is dependent upon how many other jurisdictions and items are included in the election. The candidates also have a cost for filing and printing which is paid to the County of Yolo. The City has no charges to candidates.

Background

Council elections are held every even numbered year and are consolidated by Yolo County with other elections held on the same date. In June 2014, the electorate in Woodland passed Measure U which transitions Council elections from at-large to by-district elections and approved a map establishing five defined electoral districts. The three council seats to be contested in 2016 will be in districts 2, 4 and 5, with districts 1 and 3 to be contested in 2018.

Following the approval of the transition to by-district elections, the City Council, by ordinance, approved shifting the elections from the June primary to the November general election.

Discussion

The city's first by-district council election will take place on November 8, 2016. To initiate the process to conduct the election, the Council is asked to consider and adopt a Resolution to call for such an election and ask the County Board of Supervisors to direct the Elections Office to so consolidate and conduct our election.

In addition, on June 7, 2016 the City Council introduced an ordinance to re-authorize an existing sales tax via the November 2016 ballot and directed staff to develop specific ballot measure language. The proposed language to appear on the ballot is as follows and has been incorporated into the attached resolution:

“**MEASURE ____**: Shall Ordinance No. 1599, which would authorize the City of Woodland to continue to collect an existing one-half cent sales tax for a period of twelve years, and would not increase taxes, for general city services including, but not limited to, street maintenance, parks and facility capital projects, and public safety, be adopted?

____ YES ____ NO”

Council is asked to adopt Resolution No. _____, calling for a general municipal election for November 8, 2016 to fill three seats on the City Council, calling a special municipal election to place a sales tax renewal measure on the ballot, requesting the Yolo County Board of Supervisors to consolidate the Elections with the Statewide General Election and other elections, and directing the County Election’s Official to provide services in relation to the Elections.

Elections are consolidated by the County, which substantially lessens the cost to the individual cities and the County to conduct elections. The first step in the process is to adopt a Resolution to call for the elections and request the services of the County in conducting the consolidated election. In keeping with the required deadlines as per election law and the needs of the County Election’s Office, the Board of Supervisors will be asked to take action at its meeting of July 12, 2016 to so call for the election. The Board requires at least two weeks advance notice to place items on their Agenda.

Also of note, is that the filing period for Council seats begins on July 18, 2016 and continues to August 12, 2016, and can be extended for new candidates to August 17, 2016 should incumbent Council Members choose not to file for re-election.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, calling for a General Municipal Election for November 8, 2016 to fill three seats on the City Council, calling a Special Election to place a sales tax renewal measure on the ballot, requesting the Yolo County Board of Supervisors to consolidate the Elections with the Statewide General Election, and directing the County Election’s Official to provide services in relation to the Election.

Prepared by: Ana B. Gonzalez
City Clerk



Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CALLING A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF THREE COUNCIL MEMBERS BY DISTRICT AND CALLING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING A GENERAL TAX MEASURE TO CONTINUE A ONE HALF CENT SALES TAX THAT WOULD EXPIRE IN TWELVE YEARS, SAID ELECTIONS TO BE HELD IN THE CITY OF WOODLAND ON NOVEMBER 8, 2016, AND DIRECTING THE CONSOLIDATION OF THE ELECTIONS WITH THE STATEWIDE GENERAL ELECTION AND ALL OTHER ELECTIONS

WHEREAS, the City Council of the City of Woodland, by adoption of Ordinance Numbers 1576 and 1581, established that the City's regular municipal election would be consolidated with the Statewide general election in November; and

WHEREAS, a majority of the voters voting on Measure U on November 4, 2014, approved a change from the City's former at-large system of electing City Council members to a "by district" system whereby the City now has five electoral districts, and one council member shall be selected from each district; and

WHEREAS, Section 2(b) of Article XIII C of the California Constitution, added by Proposition 218 effective November, 1996, requires that a measure proposing a general tax be submitted to the voters at an election consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, pursuant to Article XIII C, Section 2(b) of the California Constitution and Elections Code section 10201, the City has determined to submit a proposition to enact an Ordinance re-authorizing and extending a transactions and use tax for a period of twelve years to the voters at the City's next regular election; and

WHEREAS, the City may request the Yolo County Board of Supervisors to direct the County Elections Official to render services to the City related to the conduct of an election.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Calling of the General Municipal Election. Pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be, and there is hereby called and ordered held in the City of Woodland, County of Yolo, State of California, on November 8, 2016, a general municipal election of the qualified electors of the City of Woodland, for the purpose of electing three (3) members of the City Council for a full term of four (4) years each.

The three Council members shall be from Districts 2, 4, and 5. The general municipal election shall be held and conducted as provided for by law for the holding of municipal elections in the City.

Section 2. Calling of the Special Election. Pursuant to the requirements of the laws of the State of California relating to municipal elections, including municipal elections consolidated with other elections, the City Council of the City of Woodland hereby calls and orders held a special municipal election to be held in the City of Woodland, County of Yolo, State of California, on November 8, 2016, for the purpose of placing on the ballot a ballot measure to reauthorize and extend an existing transactions and use tax. Pursuant to Elections Code section 9222, a measure to enact an Ordinance continuing a transactions and use tax shall be submitted to the voters at the City's next regular municipal election on November 8, 2016.

Section 3. Consolidation of the Election. The City Council hereby requests the Yolo County Board of Supervisors to consolidate the general municipal election and the special election on the proposition with the Statewide election and all other elections to be held within the City on November 8, 2016.

Section 4. Election Related Services. Pursuant to Elections Code section 10002, the City of Woodland requests and authorizes the Yolo County elections official to provide the services necessary to implement the election and to consolidate the election on the November 8, 2016 Election Ballot for the County of Yolo. Such services include the publication of notices, calling the election and calling for ballot arguments, provision of precinct maps, provision of voter lists, obtaining and staffing polling places, hiring and training of precinct workers, provision and delivery of precinct supplies, provision of microfiche of voters and poll locations, if desired, counting of ballots and certification of the election, and all other aspects of elections not specified herein that may be agreed upon between the County Clerk and the City Clerk.

Section 5. Impartial Analysis. Pursuant to Elections Code section 9280, the City Elections Official shall transmit a copy of the measure to the City Attorney, who shall prepare an impartial analysis of the measure showing the effect of the measure on existing law and the operation of the measure.

Section 6. Arguments. The Yolo County Clerk shall fix the dates for submittal of arguments concerning the measure and rebuttal arguments. The City hereby adopts the provisions of Elections Code section 9285, regarding the acceptance of rebuttal arguments.

Section 7. Ballot Measures. Pursuant to Elections Code section 10403, the ballot forms shall have printed on them the following words with regard to the measure:

“MEASURE ____: Shall Ordinance No. 1599, which would authorize the City of Woodland to continue to collect an existing one-half cent sales tax for a period of twelve years, and would not increase taxes, for general city services including, but not limited to, street maintenance, parks and facility capital projects, and public safety, be adopted?

____ YES ____ NO”

A full and complete copy of Ordinance No. 1599 is attached hereto as **Exhibit 1** and incorporated herein.

Section 8. City's Reimbursement of Costs. The City of Woodland shall reimburse the County of Yolo for all costs and expenses incurred by the County in conducting said election upon presentation of a bill to the City.

Section 9. Forwarding of Resolution to the County. The City Clerk is authorized and directed to file a copy of this Resolution with the Board of Supervisors and the County Clerk upon its adoption by the City Council.

Section 10. Implementation Actions. The City Manager and the City Clerk, as authorized by the City Manager, are further authorized and directed to take such further actions and execute such documents as are necessary to cause the election to be conducted on behalf of the City of Woodland.

PASSED AND ADOPTED by the City Council this 21st day of June, 2016, 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

EXHIBIT 1

[Copy of Ordinance No. 1599]

Legislation Text

File #: 16-577, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 21, 2016

SUBJECT: Fiscal Year 2016-2017 Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year (FY) 2016-2017 Annual Budget of \$155.83 million, which includes the budgets for the Capital Improvement Program, the Woodland Finance Authority and the Successor Agency to the former Redevelopment Agency.

Staff Contact

Evis Morales, Senior Management Analyst - 530-661-5923, evis.morales@cityofwoodland.org

Fiscal Impact

The recommended All Funds budget for FY 2016-2017 totals \$155.83 million and the General Fund budget, including all funding recommendations and Measure J programming is \$47.35 million. Total revenues and transfers-in for FY 2016-2017 are projected at \$174.11 million.

Background

Over the past four months, the Council received a series of presentations related to the FY 2015-2016 proposed budget, starting with the FY2015/16 Mid-Year Update in February, two Spring budget workshops and a preview of preliminary budget recommendations were presented at the at the May 19th meeting. The information presented during those meetings focused on discussion of the FY 2016-17 fiscal outlook as well as pressures that will impact the City's budget, particularly in the General Fund, over the planning horizon of the five-year forecast.

Discussion*Budget Summary*

The proposed spending plan totals \$155.83 million, supporting city operations (\$109.05 million), capital projects (\$29.48 million) and debt service obligations (\$17.30 million) and represents a reduction of 2.5% from last year's adopted budget.

General Fund	\$47,349,1 60
Enterprise Funds	50,088 ,558
Special Revenue Funds	19, 510,433
Internal Service Funds	17,104,654
Capital Funds	12,64 4,551
Debt Service Funds	8,134,916
Successor Agency	1,002,279
Total Appropriations	\$155, 834 ,551

The budget includes a set of specific funding recommendations totaling \$1,889,849, including \$1,204,000 in one-time funding and \$685,849 in ongoing budget augmentations, and supports a staffing level of 292 full-time equivalent positions. This staffing level represents a net increase of three position over the prior year, and remains 85 positions (23%) fewer than pre-recession staffing levels of FY2008/09 budget.

The General Fund budget, totaling \$47.35 million, as proposed, represents an increase of \$3.39 million over the prior year, with \$1.15 million representing one-time funding allocations from available excess General Fund reserves. The overall budget proposal, including specific funding recommendations to meet selected priority needs would, if approved, result in an anticipated year-end fund balance in the General Fund of \$10.66 million (25.9%), or \$2.4 million above the Council-adopted reserve policy level of 20%.

The proposed FY2016/17 Capital Improvement Program budget includes funding recommendations totaling \$29.48 million, of which \$14.7 million is allocated for investment in transportation infrastructure, \$10.0 million to advance capital projects with our water and sewer utilities, and \$3.7 million supports park and library facility improvements. Of this amount, \$2.7 million is provide through Measure E, consistent with the FY2016/17 funding allocations approved by the Council earlier in the budget process. The capital budget also reflects the near-completion of the regional Surface Water Project by the Woodland-Davis Clean Water Agency and, as such, the city's water utility is not expected to make capital funding contributions to the Agency in FY2016/17, but rather will assume responsibility for debt service payments upon project completion.

The budget represents the fifth year of implementation of the city's framework designed to advance the Council's goal of fiscal stability. The FY2016/17 budget provides a modest amount of budget flexibility to address priority needs; however, while the city has made significant progress in reducing the structural budget deficit, managing personnel costs and addressing unfunded liabilities, more work will be needed over the next few years to close the remaining budget deficit reflected in our updated five-year forecast as well as fund priority needs that remain outside the ability of the current budget to address.

While the fiscal and economic outlook has improved, the city is thus far largely experiencing a very modest economic recovery which lags regional and statewide growth rates. Beyond reliance on continued momentum of the economic recovery, the city's long-term fiscal outlook is expected to be buoyed through the pending adoption of a new General Plan as well as targeted investment in infrastructure and initiatives to support economic development opportunities

As has been the case in recent years, the budget necessarily incorporates fairly conservative revenue estimates, which contributes to very limited discretionary budget flexibility. Nonetheless, the ability of the city to maintain, and increase, reserve levels has provided an opportunity to, at once, exercise diligence in implementing long-term, sustainable structural budget changes, while also providing the ability to utilize a prudent amount of one-time funding to address priority needs, above what can be supported by the baseline

budget.

Proposed Budget Recommendations

The overall Proposed Budget is consistent with the budget framework developed over the past several fiscal years as well as feedback provided by the City Council through its regular quarterly budget updates and the Spring Budget Workshops held this past March and May. The budget includes budget-balancing measures resulting in \$ 376,322 in General Fund savings required to balance the budget and provide a limited amount of budget flexibility to address priority needs across a variety of program areas.

Budget-Balancing Plan		
Aquatics Program	\$ (99,126)	Measure J
Library Materials	\$ (25,000)	Measure J
50% of Existing School Resource Officer	\$ (83,207)	Measure J
Reduce Negotiations Budget	\$ (47,000)	
United Way Building	\$ (2,180)	
Supplies for curb, gutter, sidewalk Program	\$ (5,850)	
Elimination of Central Storeroom	\$ (113,959)	
	\$ (376,322)	

The budget also includes one-time funding recommendations totaling \$1,204,000, including \$988,000 in proposed General Fund appropriations from available excess reserves. An additional \$216,000 in one-time funding recommendations is proposed to be funded from Measure J (\$166,000) and the Water Enterprise Fund (\$50,000). The following summarizes the specific one-time funding recommendations included as part of the FY2016/17 Proposed Budget:

One-Time Funding - General Fund		
CDD Consultant Services - Building	\$ 50,000	
CDD Consultant Services - Engineering	\$ 50,000	
Fire Grass Rig (Include Revenue of \$250K in Fund 250)	\$ 50,000	
Fire Overhire	\$ 40,000	
Facilities Maintenance Worker Vehicle	\$ 33,000	
Cyclical Tree Pruning	\$ 100,000	
Homeless Pilot Project	\$ 75,000	
Municode Update	\$ 20,000	
Traffic Monitoring Equipment	\$ 10,000	
Economic Development Investment		
Deputy Director Position	\$ 187,060	
Contract Services	\$ 37,940	
Special Events	\$ 25,000	
PD Equipment	\$ 60,000	
Fire Station Relocation Study	\$ 50,000	
	\$ 988,000	
One-Time Funding - Non-General Fund		
Police League Activities	\$ 30,000	Measure J
Ferns Park - Poured-In-Place Rubber (Measure J)	\$ 100,000	Measure J
Woodland Sports Park Playground (Measure J)	\$ 36,000	Measure J
	\$ 166,000	
Utilities Maintenance Worker Vehicle	\$ 50,000	Water Enterprise
Total One-Time Funding Recommendations \$ 1,204,000		

Given the ongoing constraints on the City budget across most all funding sources, very limited flexibility is available to address ongoing supplemental budget augmentations. However, given the critical needs and consequences of deferring funding, a limited number of recurring funding recommendations are included in the budget. General fund savings derived from the recommended budget balancing plan allow for the addition - or re-allocation - of \$389,783 in General Fund appropriations recommended primarily for the addition of a Parks Maintenance Worker and Facility Maintenance Worker, provide for the increase in the City's Landscape contract and funding for ongoing support of key temporary part-time positions within Crime Prevention programs and addition of temporary part-time Parking Enforcement positions.

Within non-General Fund recurring funding recommendations is included the establishment of a new Deputy Director for Public Works / Utilities and the addition of a Utilities Maintenance Worker position. Both are proposed to be funded through the elimination of a vacant position and a reduction in capital funding for water and sewer projects. The recommendations within the water and sewer utility provide some level of ongoing budget flexibility as the city completes its transition from ground water to surface water and also provides a cushion against revenue declines resulting from the aggressive water conservation measures being embraced by our community.

Recurring Funding - General Fund	
Parks Re-Organization - Add Parks Maint. Worker	\$ 110,000
Facilities Maintenance Worker III / HVAC	\$ 39,120
Temporary Crime Prevention Specialist	\$ 20,500
Temporary Crime Intelligence Analyst	\$ 23,000
Temporary Parking Enforcement	\$ 43,000
Environmental Resource Analyst-Reclass	\$ 12,000
Landscape Contract	\$ 91,691
Fire Grass Rig Replacement Chargeback	\$ 17,000
PD -High Tech Cyber Crime Program	\$ 33,472
	\$ 389,783
Recurring Funding Non -General Fund	
MakerSpace PCs	\$ 13,510 Measure J
Deputy PW Director/Utilities	\$ 224,470 Utility Enterprise
Elimination of Wastewater Administrator	\$ (146,340) Utility Enterprise
CIP Project Reduction	\$ (400,000) Utility Enterprise CIP
Utility Maintenance Worker II	\$ 79,442 Utility Enterprise
	\$ (228,913)
Total - Recurring Funding Recommendations	\$ 160,865

Funding Support for Selected Strategic Initiatives

- General Plan Update - funding has been provided in the current year budget for completion of the General Plan Update. Funding is projected to be sufficient to support remaining work plan to include release of draft document, completion of the Environmental Impact Report and the public process leading to plan adoption by the end of the calendar year.
- Economic Development - The budget proposes an additional \$225,000 in one-time funding to expand economic development opportunities as well as manage large development projects that foster growth in both employment and property values.
- Flood Risk Protection - In addition to major investments in both water and wastewater infrastructure, progress continues in our efforts to develop a solution to the flood risk associated with Lower Cache Creek. Funding is provided in the proposed budget to support completion of the Army Corps of Engineers' feasibility study as well as matching funds for the initial work plan for the \$5 million Proposition 1E grant funds provided through the SWRCB. Major project milestones are planned for the coming fiscal year, culminating in the identification of a locally-preferred project alternative that can proceed to design and construction pending identification of a financing plan to be shared across local, state and federal interests.
- Measure J / Youth Initiative - The budget provides ongoing funding support for programs established through the passage of Measure J through the voter-approved quarter-cent sales tax that generates in excess of \$2.0 million per year. In addition to baseline funding for youth recreation, lunch-time and after school programming, Library literacy programs and services addressing needs of youth-at-risk, the proposed budget recommends:

- o Transferring of roughly \$200,000 in existing youth-related program costs to Measure J, including aquatics programs, library materials and funding for one-half of a School Resource Officers working closely with WJUSD.
 - o Funding in the amount of \$100,000 to replace playground surface at Ferns Park
 - o New Playground installation at the Community Sports Park
 - o One-time funding of \$30,000 to help seed-fund the newly formed Police Activities League
 - o Funding is provided to assist in the evaluation of a possible new pool complex
 - o Funding is being set-aside to assist the city's Boxing Program, including consideration of potential sites for relocation of the current program.
- Youth Gang Reduction and Intervention Program (YGRIP) - Funds are provided for the continuation of the city's contract with the YGRIP Coordinator as well as supplemental funding to support a part-time (contract) Youth Counselor, re-establishing the Big Brothers / Big Sisters program in Woodland, and seed funding for the new Police Activities League. A major effort this coming year will include seeking grant funding through CalGRIP for sustained support for these initiatives.
- Homelessness - An additional \$75,000 is proposed in support of the city's Housing First pilot project which supplements funding approved in the current year budget for homeless outreach services. The full \$100,000 provided by the city is expected to be matched by funding provided by Yolo County's Health and Human Services Agency.

Organizational Initiatives

There are also a number of organizational initiatives being advance through the proposed budget and spending plan, including recommendations that respond to recommendations contained in the recently-completed organizational review of the Public Works Department.

- Parks Maintenance Transferred to Community Services Department - the budget recommends transferring responsibility for parks maintenance, urban forestry, pool maintenance and cemetery services from the Public Works Department to the Community Service Department. Included as part of this reorganization is additional funding to support the addition of a new Parks Maintenance Worker as well as increased funding for the annual landscape maintenance contract.
- Utilities - It is recommended that a new Deputy Director of Public Works for Utilities be established to assist in the overall management and oversight of the city's water and wastewater utilities, in light of the pending conversion of the city's water supply from ground water to surface water, deployment of aquifer storage and recovery (ASR) wells and initial deployment of recycled water for non-potable uses. As part of the updated staffing plan for the city's utility operations, a vacant Wastewater Administrator position is proposed for deletion and a new Utility Maintenance Worker position is being added. In addition, supplemental funding has been allocated in support of a more robust annual water and sewer pipeline maintenance program.
- Economic Development Projects - One-time funding is proposed from available excess reserves to increase the city's investment in economic development initiatives, including funds for a new staff

position that will assist in expanding our economic development efforts, manage large legacy projects and continue to work in support of the city's robust food and ag industry cluster.

Looking Ahead

A major theme across many of our infrastructure investments is building for the City's future, with an emphasis on economic and community development. Chief among current initiatives is the ongoing update of the City's General Plan, scheduled to be completed within the coming fiscal year. The General Plan will provide the roadmap to managed growth for our community, while providing added flexibility and predictability for development opportunities identified as best meeting community needs - chief among these are business expansion and job creation.

As we advance the budget for FY2016/17, our goal is to sustain and build on several key investment opportunities and continue to look for ways to leverage our local funding to enhance programs and services. The community is already reaping the benefits of the approval of our Measure J ¼-cent sales tax measure at the June 2014 election, providing funding in support of youth programming and expanded library and recreation services.

The Council is currently taking steps to ensure the continuation of the city's expiring half-cent sales tax by advancing a November 2016 ballot measure. The half-cent sales tax (Measure E) currently provides in excess of \$4 million per year in support of capital program needs, including coverage of debt service payments. The renewal/extension of Measure E provides an opportunity for continued infrastructure investments in key areas, such as streets and roads, as well as a source of revenues to continue to enhance park facilities and amenities and support priority public safety needs not currently provided for in the present budget.

It is the overall goal of the Proposed Budget and long-term financial plan of the City to ensure that the City of Woodland can continue to deliver quality programs and services, invest in the future of the community, while sustaining a fiscally prudent budgetary framework.

Respectfully submitted,



Paul Navazio, City Manager

Attachments:

- 1) FY 2016-2017 Budget Resolution
Exhibit A - Total Appropriations by Fund
- 2) FY2016/17 Authorized Positions

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ADOPTING THE FISCAL YEAR 2016-2017 ANNUAL BUDGET**

WHEREAS, a balanced annual budget for the City of Woodland has been prepared for fiscal year 2016-2017 and presented to the City Council and reviewed at a public meeting on May 17, 2016 and June 21, 2016; and

WHEREAS, the proposed budget also includes the fiscal year 2016-2017 budgets for the Woodland Finance Authority and the Successor Agency to the former Woodland Redevelopment Agency; and

WHEREAS, the budget for Capital Improvement Plan for fiscal year 2016-2017 has been prepared; and

WHEREAS, all appropriations for the prior fiscal year shall lapse at the end of fiscal year 2016-2017 and any remaining amounts shall be credited against their respective fund balances, except for:

- a. Any unexpended but encumbered amounts for specific orders outstanding at the end of the Fiscal Year, and
- b. Any appropriations for incomplete capital projects at the end of fiscal year 2016-2017; and

WHEREAS, for these exceptions, such carry-overs may be made without further City Council action,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The 2016-2017 Annual Budget is hereby adopted for the following funds (detail shown as Exhibit A):

General Fund	\$47,349,160
Enterprise Funds	50,088,558
Special Revenue Funds	19,510,433
Internal Service Funds	17,104,654
Capital Funds	12,644,551
Debt Service Funds	8,134,916
Successor Agency	1,002,279
Total Appropriations	\$155,834,551

Section 2. The one-time and ongoing funding recommendations outlined in the proposed budget are hereby approved, including additions of positions described therein.

RESOLUTION NO: _____

Section 3. Appropriations are hereby made at the individual fund level. The City Manager and Finance Officer are authorized to make budgetary transfers within an individual fund, so long as total appropriations for such fund remain unchanged. Interfund loans and/or transfers necessary to support fund level appropriations are hereby approved and authorized. Any changes to total fund level appropriations require further Council action.

Section 5. The City Manager and Finance Officer are hereby authorized to implement this resolution, including issuing the 2016-2017 Budget, together with any non-substantive corrections to the proposed budget adopted by this Council.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2016.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, _____, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _____ day of _____, 2016, by the following vote:

AYES:	Council members:	_____
NOES:	Council members:	_____
ABSENT:	Council members:	_____
ABSTAIN:	Council members:	_____

Tom Stallard, Mayor

Attest:

_____,
City Clerk, Ana B. Gonzalez

EXHIBIT A

CITY OF WOODLAND FISCAL YEAR 2016/17 TOTAL APPROPRIATIONS BY FUND		
Fund	Title	FY 2016/17
010	EQUIP SERVICES	2,961,766
011	FACILITIES REPLACEMENT	390,000
012	EQUIPMENT REPLACEMENT	1,461,128
013	BENEFITS FUND	8,636,614
015	INFORMATION SYSTEMS FUND	2,014,357
091	SELF INSURANCE	1,640,789
101	GENERAL FUND	47,349,160
210	WATER ENTERPRISE FUND	27,352,077
220	SEWER ENTERPRISE FUND	18,196,722
221	STRM DR ENTERPRISE FUND	1,357,253
222	WASTEWATER PRE-TREATMENT	517,240
240	CEMETERY	434,831
250	RECYCLING	255,759
252	CONST/DEMO DEBRIS RECYCLE	38,512
253	RECREATION ENTERPRISE	362,422
280	TRANSIT SYSTEM	1,573,742
301	LITERACY GRANT	70,375
320	COMMUNITY DEV. BLOCK GRNT	659,187
322	SUPPORT HOUSING PROGR	201,188
323	HOME GRANT	469,468
324	HOUSING ASSISTANCE GRANTS	73,412
326	HOUSING ASSISTANCE	21,100
340	POLICE GRANTS	393,418
351	TRANSPORTATION GRANT	11,100,000
352	SLESF	126,084
353	PROPISTION 172	563,297
354	TRANS DVLP (SB325)	1,651,993
355	GAS TAX-2106 (SELECT)	1,362,522
357	ASSET FORFEITURE FUND	25,000
358	HOUSING MONITORING FUND	87
359	FIRE SUPPRESSION DISTRICT	3,500
365	ENVIRONMENTAL COMPLIANCE	190,782
381	GIBSON RANCH L&L	832,920
383	N PARK L&L DISTRICT	32,306
384	SP ASSESS STRENG PD LAND	33,897
386	USED OIL RECYCLING GRANT	16,000
387	WOODLAND WEST L&L	24,404
389	SPRINGLAKE L&L	1,073,395
391	SPORTS PARK O&M CFD	402,765
392	GATEWAY L&L	146,539
501	CAPITAL PROJECTS	54,416
506	MEASURE E	4,922,762
510	GENERAL CITY DEVELOPMENT	6,779
522	RECOGNIZED OBLIGATION RETIREMENT	1,002,279
540	PARK & RECREATION DVLP	1,859,321
550	POLICE DEVELOPMENT FUND	70,364
560	FIRE DEVELOPMENT	181,121
570	LIBRARY DEVELOPMENT FUND	87,587
580	SURFACE WATER DEVELOPMENT	20,000
581	STORM DRAIN DEVELOPMENT	203,981

EXHIBIT A

582	ROAD DEVELOPMENT	642,351
584	WATER DEVELOPMENT FUND	269,799
585	SEWER DEVELOPMENT FUND	67,441
593	GIBSON RANCH INFRA-STRUC	990
594	SPRING LAKE CAPITAL	138,853
601	SPRINGLAKE ADMINISTRATION	125,159
640	SLIF PARKS & RECREATION	3,446,627
682	SLIF STREET IMPROVEMENT	547,000
830	SOUTHEAST AREA DEBT SERV	1,674,120
850	EAST MAIN ASSESS DIST 90	1,245,779
870	CFD#2 SPRINGLAKE DEBT SRV	2,615,424
882	2012 LEASE REFUNDING	1,058,504
883	2014 REFUNDING LEASE REV BONDS	1,541,089
917	LIBRARY TRUST FUND	36,794
Totals		\$155,834,551

CITY ORGANIZATION

Employee Summary - Citywide

Classification	FY 2013/14	FY2014/15	FY2015/16	Proposed FY2016/17
Accountant I	0	0	0	0
Accountant II	1	1	1	1
Administrative Clerk I	1	1	1	0
Administrative Clerk II	4	4	4	4
Administrative Clerk III	2	2	2	3
Administrative Secretary	3	3	2	2
Administrative Supervisor	0	0	1	1
Application Analyst, Sr.	0	1	1	1
Associate Civil Engineer	3	3	2	1
Associate Engineer	0	0	1	1
Associate Planner	1	1	1	1
Chief Building Official	1	1	1	1
Chief Plant Operator	1	1	0	0
Chief Collection System Operator	0	0	0	1
Chief Water Systems Operator	0	1	0	0
City Clerk	1	1	1	1
City Engineer	1	1	1	1
City Manager	1	1	1	1
Code Compliance Officer II	1	2	2	2
Community Development Director	1	1	1	1
Community Development Technician II	1	1	1	1
Community Services Director	1	1	1	1
Community Services Officer	4	4	4	4
Community Services Program Manager	0	1	2	2
Conservation Coordinator	3	3	3	3
Construction Project Manager	0	0	1	1
Crime & Intelligence Analyst	1	1	1	1
Crime Prevention Specialist	0	0	1	1
Deputy CDD Director	0	0	0	1
Deputy PW Director - O&M	0	1	1	1
Deputy PW Director - Utilities	0	0	0	1
Electrical Supervisor	1	1	1	1

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	Proposed FY2016/17
Electrical/Electronics Instrumentation Technician	5	0	0	0
Electrician's Assistant	2	2	2	2
Engineering Technician II	4	4	1	1
Engineering Technician III	2	2	5	5
Environmental Compliance Inspector I	1	1	2	2
Environmental Compliance Specialist	1	1	0	0
Environmental Resource Analyst	1	1	1	0
Environmental Resource Manager	0	0	0	1
Equipment Services Clerk	1	1	1	1
Equipment Services Worker	1	1	1	1
Facilities Maintenance Worker I	0	0	1	0
Facilities Maintenance Worker II	1	1	0	1
Facilities Maintenance Worker III	2	2	2	3
Finance Clerk I	1	0	0	0
Finance Clerk II	1	2	2	2
Finance Officer	1	1	1	1
Finance Specialist	3	3	3	3
Finance Supervisor	1	1	1	1
Fire Battalion Chief	3	3	3	3
Fire Captain	12	12	12	12
Fire Engineer	12	12	12	12
Fire Prevention Specialist II	2	2	2	2
Firefighter	15	15	15	15
Fleet & Facilities Manager	1	1	1	1
GIS Analyst	0	1	1	1
GIS Technician II	0	1	1	0
Heavy Equipment Mechanic	2	2	2	2
Human Resources Analyst II	1	1	1	1
Human Resources Manager	1	1	1	1
Ind Electrical Tech	0	2	2	2
Information Systems Administrator	1	0	0	0
Information Systems Specialist	3	0	0	0
Information Systems Technician II	2	0	0	1
Information Technology Analyst	0	1	1	1
Information Technology Manager	0	1	1	1
Laboratory & Env Comp Manager	0	0	1	1

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	Proposed FY2016/17
Laboratory Supervisor	1	1	0	0
Laboratory Technician II	2	2	0	2
Laboratory Technician III	0	0	2	0
Librarian I	1	1	2	0
Librarian II	1	1	1	3
Librarian III	1	1	1	1
Library Services Director	1	1	1	1
Library Technician Assistant II	2	2	3	1
Library Technician Assistant III	0	0	0	2
Light Equipment Mechanic	1	1	1	1
Literacy Coordinator	0	0	1	1
Maintenance Supervisor	1	1	1	1
Maintenance Worker I	0	0	2	2
Maintenance Worker II	5	5	3	3
Maintenance Worker III	3	3	2	2
Management Analyst II	3	1	1	1
Meter Services Technician	1	0	0	0
Park Maintenance Worker II	2	2	2	3
Park Maintenance Worker III	0	0	0	0
Park Superintendent	0	0	0	1
Park Supervisor	3	3	3	2
Police Captain	1	1	1	1
Police Chief	1	1	0	0
Police Lieutenant	3	3	3	3
Police Officer	45	45	49	49
Police Records Specialist	2	0	1	1
Police Sergeant	10	10	10	10
Pool Facilities Technician	1	1	1	1
Principal Civil Engineer	0	1	1	1
Principal Planner	1	1	1	1
Principal Utilities Civil Engineer	1	1	1	1
Public Safety Chief	0	0	1	1
Public Works Director	1	1	1	1
Records Manager	1	1	0	0
Recreation Coordinator	0	1	3	3
Recreation Supervisor	4	3	4	4
Redevelopment Manager	1	1	1	1

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	Proposed FY2016/17
Secretary to the City Manager	1	1	1	1
Senior Accountant	1	1	1	1
Senior Building Inspector	1	1	1	1
Senior Building Plans Examiner	1	1	1	1
Senior Associate Civil Engineer	0	0	1	2
Senior Civil Engineer	2	2	1	1
Senior Engineering Assistant	1	1	0	0
Senior Equipment Mechanic	1	1	1	1
Senior Management Analyst	2	4	4	4
Senior Planner	2	2	2	2
Signs and Marking Tech II	1	1	1	1
Senior Police Records Specialist	4	6	5	5
Senior Tree Trimmer	1	1	1	1
Senior Utilities Maint Wrk Sewer	0	1	1	1
Senior Utilities Maint Wrk Water	0	2	2	2
Senior Water System Operator	0	1	1	1
Senior Signs & Markings Technician	0	0	1	1
Senior Engineering Assistant	1	1	1	1
Storekeeper	1	1	1	0
Systems Analyst, Senior	0	1	1	1
Traffic Sig/Street Light Tech	0	1	1	1
Transportation Engineer	1	0	0	0
Treatment Plant Mechanic	1	1	1	1
Tree Trimmer II	1	1	1	1
Utilities Maintenance Supervisor	2	1	1	0
Utilities Maintenance Worker I	7	6	7	9
Utilities Maintenance Worker II	14	10	9	8
Utilities Maintenance Worker III	4	6	6	6
WPCF Superintendent	1	1	0	0
Wastewater Systems Admin	0	0	1	0
Water Pollution Control Operator II	2	0	0	0
Water Pollution Control Operator III	2	2	2	2
Water Pollution Control Operator IV	0	2	2	2
Water Systems Administrator	0	0	1	1
Water Services Technician	0	1	2	2
Water Systems Operator II	3	2	2	2
Water/Waste Inst Tech	0	2	2	2

Employee Summary-Citywide (Continued)

Classification	FY 2013/14	FY2014/15	FY2015/16	Proposed FY2016/17
WPCF Chief Operator	0	0	1	1
Total	276	278	289	292