City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, February 6, 2018 | 6:00 PM | Council Chambers

CITY COUNCIL
CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8

PROPERTIES: APNs 027-360-010
AGENCY NEGOTIATOR: Assistant City Manager and City Attorney
NEGOTIATING PARTIES: Boundary Bend Olives, Inc.
UNDER NEGOTIATIONS: Price and Terms of Payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

February 6, 2018
6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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.*

1. Long Range Calendar

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

F. MINUTES

2. City Council Meeting Minutes of January 16, 2018

   Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of January 16, 2018.

3. Commission on Aging Minutes for November 16, 2017

   Staff recommends that the City Council receive the November 16, 2017 Commission on Aging meeting minutes that were approved on January 18, 2018.

4. Parks & Recreation Commission Meeting Minutes for November 27, 2018

   Staff recommends that the City Council receive the November 27, 2017 Parks & Recreation Commission Minutes that were approved on January 22, 2018.

G. CONSENT CALENDAR

5. Budget Appropriation Request: Walmart Foundation Grant Award

   Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate $2,500 to the FY18 Woodland Fire Department Budget.

6. Final Acceptance and Notice of Completion for Destroy Wells 10, 17 & 20 Project, CIP #11-10

   Staff recommends that the City Council approve Resolution No. ______, accepting the Destroy Wells 10, 17 & 20 Project, CIP #11-10, as complete and authorizing the City Clerk to file a Notice of Completion.

7. Appropriation of $31,000 from the Asset Seizure Fund for purchase of Police Department-issued Smart Phones

   Staff recommends that the City Council approve Resolution No. ____ authorizing the appropriation of $31,000 from the Asset Seizure Fund for the purchase of department-issued smartphones.

8. Treasurer’s Investment Report Quarter Ending December 31, 2017

   Staff recommends that the City Council accept the quarterly Treasurer’s Investment Report for the quarter ended December 31, 2017.

9. Approve Consultant Agreement for Sewer Collection System Hydraulic Model Update, CIP 08-35

   Staff recommends that the City Council:

   1. Adopt Resolution No. _____, approving reallocation of $50,000 of Sewer Enterprise Funds from the Sewer Collection System Master Plan, CIP #14-07 to the Sewer Collection System Hydraulic Model Update, CIP 08-35 to complete the study budget; and

   2. Authorize the City Manager to execute a consultant agreement with Water Works Engineers, LLC. in the amount of $79,987 for the Sewer Collection System

Hydraulic Model Update, CIP 08-35; and

3. Authorize a contingency of up to 10% ($7,998) for the Sewer Collection System Hydraulic Model Update Project contract.

10. Second Reading - Public Art Ordinance

Staff recommends that the City Council adopt Ordinance No. _____, adding Section 25-21-90 to the Woodland Municipal Code pertaining to Public Art Requirements for new construction projects.

11. Second Reading - Code Enforcement: Nuisances Caused by, and Maintenance of, Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance

Staff recommends that the City Council adopt Ordinance No. _____, amending Sections 14A-1-2, 14A-1-3 and 14A-3-5 of the Woodland Municipal Code and adding Section 14A-1-3.2 – pertaining to nuisances caused by, and maintenance of, vacant, unoccupied, or abandoned buildings or structures and penalties for repeat nuisance violations.

12. Exclusive Negotiating Agreement between City and GST Capital Partners, LLC

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the attached Exclusive Negotiating Agreement (ENA) between the City and GST Capital Partners, LLC for the development of communication tower facilities on two sites owned by the City: Jack Slaven Park located at 1705 Miekle Avenue(APN: 042-580-015-00) and northeast corner of the North Gibson Ponds site located north of the wastewater pollution control facility (APN: 027-390-037-000; 027-390-036-000)

H. PUBLIC HEARINGS

13. Amendments to Affordable Housing Ordinance

Staff recommends that the City Council:
1.) Receive a staff report regarding amendments to the Affordable Housing Ordinance;
2.) Conduct a public hearing; and
3.) Introduce and waive the first reading of Ordinance No.____ amending Chapter 6A Affordable Housing Ordinance of the Municipal Code.

I. REPORTS OF THE CITY MANAGER

14. City of Woodland and County of Yolo Tax Sharing Agreement related to planned Annexations for the Woodland Commerce Center, Woodland Industrial Park, and HWY 113/CR25A Mixed Use Development (Woodland Research and Technology Park)

Staff recommends that the City Council:

1. Adopt Resolution No. _____ authorizing execution of a Revenue Sharing and Property Tax Exchange Agreement between the City of Woodland and Yolo County related to planned annexations for the Woodland Commerce Center, Woodland Industrial Park, and HWY 113 / CR 25A Mixed Use Development (Woodland Research and Technology Park), and
2. Adopt Resolution No. _____ authorizing execution of the Second Amendment to the Gibson Ranch Revenue Sharing and Property Tax Exchange (Agreement 92-49, dated March 31, 1992).

J. 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 February 6, 2018 was posted on February 2, 2018 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.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	1.
SUBJECT:	Long Range Calendar

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

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

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Long Range Calendar	2/1/2018	Cover Memo

UPDATED COUNCIL LONG RANGE CALENDAR

FEBRUARY 20th — REGULAR MEETING

Consent Calendar

Affordable Housing Ordinance Amendments (2nd Reading)
Final Acceptance and NOC for 2016 Annual Water and Sewer Repair & Replacement Proj, CIP 15-22
Authorization to Bid 2018 Water Main Replacement Project, CIP 18-09
Award Construction Contract for 2018 Road Maintenance Project, CIP 18-02
Award Construction Contract for 2018 ADA Improvement Project, CIP 18-03
Authorize bid advertisement for W. Court Street Safe Routes to School Project, CIP #17-09
Approve Janitorial Services Agreement

Regular Calendar

Community Based Transitional Housing Project
Mid-year Budget Update
Yolo County Transportation District Presentation

MARCH 6th — REGULAR MEETING

Minutes

City Council Minutes for February 6 and 20, 2018

Regular Calendar

Summer at City Hall
Aquatic Feasibility Study
Sports Park Item
Board & Commission Appointment Process

MARCH 20th — REGULAR MEETING

Consent Calendar

Final Acceptance and NOC for ASR Wells #29 and #30 Project, CIP 15-02

Regular Calendar

Ag Mitigation Ordinance (1st Reading)

FUTURE TOPICS / STUDY SESSIONS (TBD):

Interim Zoning Ordinance (1st Reading) (April)
Minor Zoning Code Update (1st Reading) (April)
GP Corrections (April)
Development Impact Fee Update
Noise Ordinance
Animal Control

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	2.
SUBJECT:	City Council Meeting Minutes of January 16, 2018

Recommendation for Action:
Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of January 16, 2018.

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Draft CC Minutes of January 16, 2018	1/31/2018	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, January 16, 2018

6:00 PM

Council Chambers

<u>City Council</u>

CITY COUNCIL
CLOSED SESSION

5:15PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6

Agency Designated Representatives: City Manager and Human Resources Manager
Employee Organization(s): Mid-Management Unit Employees

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

Name of case: *Bobby Harris v. City of Woodland*, Yolo County Superior Court Case No. PT-17-753

B.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8

PROPERTY: APN'S 027-390-20, -22 and APN 063-050-10
AGENCY NEGOTIATOR: City Manager, Assistant City Manager and City Attorney
NEGOTIATING PARTIES: Pacific Coast Producers
UNDER NEGOTIATIONS: Price and Terms of Payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

January 16, 2018
6:00 PM

VIDEO **A. CALL TO ORDER**

Meeting called to order at 6:20PM.

VIDEO **B. ROLL CALL**

All Council Members present.

Present: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO **C. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Boy Scouts Troop #464.

VIDEO **D. COMMUNICATIONS-PUBLIC COMMENT**

Jim Scott spoke regarding homelessness and the conditions in Woodland.

VIDEO **E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

Verbal updates provided by Council Members/Staff.

1. Long Range Calendar

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

VIDEO **F. MINUTES**

VIDEO 2. City Council Meeting Minutes of December 5, 2018 and December 19, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 5, 2017 and December 19, 2017.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 5, 2017 and December 19, 2017.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO **G. PRESENTATIONS**

VIDEO 3. Homeless Action Plan Update

The Council will receive a presentation on the status of the City's Homeless Action Plan.

Received presentation on the status of the City's Homeless Action Plan from City Manager Paul Navazio and Police Lieutenant Heath Parsons.

VIDEO **H. CONSENT CALENDAR**

4. Spring Lake Infrastructure Fee - Extend Urgency Resolution

Staff recommends that the City Council adopt Resolution No. _____, to extend the interim Spring Lake Infrastructure Fee adjustment for a thirty day period.

Adopted Resolution No. 6983, AN URGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND EXTENDING FOR AN ADDITIONAL THIRTY DAYS RESOLUTION 6980 ADOPTING SPRING LAKE INFRASTURE FEES.

5. Policy - Donation of Surplus Property

Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Donation of Surplus Personal Property.

Adopted Resolution No. 6984, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE DONATION OF SURPLUS PERSONAL

PROPERTY.

6. Community Services Department Quarterly Status Report for the period of October through December 2017

   Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

Received the Community Services Department Quarterly Status Report.

7. Summertime Fun Club Fee Schedule Update

   Staff recommends that the City Council 1) receive an update on the Summertime Fun Club day camp and 2) increase the fee schedule for Summertime Fun Club from $145-208 per session to $505 - $575 per summer (10-week session) and $305-$375 per 5-week session.

Received update on the Summertime Fun Club day Camp and increased the fee schedule for Summertime Fun Club from $145-$208 per session to $505-$575 per summer (10-week session) and $305-$375 per 5-week session.

8. Approval of Scope Change for Yolo Family Service Agency's FY 2016/17 Community Development Block Grant Project

   Staff recommends that the City Council adopt Resolution No. _____, approving a scope change for the Yolo Family Service Agency's (YFSA) construction project funded through the City's FY 2016/17 Community Development Block (CDBG) program to permit YFSA to replace the windows in Building 1 located at 455 First Street.

Adopted Resolution No. 6985, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A SCOPE CHANGE FOR THE YOLO FAMILY SERVICE AGENCY'S CONSTRUCTION PROJECT FUNDED THROUGH THE CITY'S FY 2016/17 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

9. Amended and Restated Lease Agreement – Pacific Coast Producers

   Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Amended and Restated Agricultural Lease Agreement with Pacific Coast Producers for the operation of tomato wastewater facilities.

This item was pulled from the Consent Calendar by Council Member Davies for discussion, after presentation from staff, and further discussion, item was approved.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Rodriguez and carried on a 3-2 vote, Council Members adopted Resolution No. 6986, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AND RESTATED AGRICULTURAL LEASE AGREEMENT WITH PACIFIC COAST PRODUCERS FOR THE OPERATION OF TOMATO WASTEWATER FACILITIES ON A PORTION OF THE CITY OWNED PROPERTIES REFERRED TO AS THE SPRAYFIELD PROPERTY (APN 027-390-20, -22, -23) AND 1376 LEMEN AVENUE (APN 063-050-10).

Ayes: Fernandez, Stallard and Rodriguez
Noes: Barajas and Davies

10. Approval of Final Map 5027 Spring Lake Central Phase 1, Related Subdivision Improvement Agreement, and Reimbursement Agreement

    Staff recommends that the City Council adopt Resolution No. _____, 1) approving Final Map 5027 Spring Lake Central Phase 1; and 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

    It is further recommended that the City Council adopt Resolution No. _____, 1) Approving the SLIF Reimbursement Agreement, and authorize the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 15% of the reimbursement agreement.

Adopted Resolution No. 6987, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5027 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH TAYLOR MORRISON OF CALIFORNIA FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS and Resolution No. 6988, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A SLIF REIMBURSEMENT WITH AGREEMENT WITH JOHN D REYNEN CONSTRUCTION AND ASSOCIATED WITH FINAL SUBDIVISION MAP 5027 SPRING LAKE CENTRAL 1.

11. Adopt Resolution Accepting the Public Improvements for Subdivision Final Map 4853, Solara Ranch.

    Staff recommends that the City Council adopt Resolution No. _____, accepting the Public Improvements for Subdivision Final Map 4853 completed by Western Pacific Housing, Inc. a Delaware Corporation.

Adopted Resolution No. 6989, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A SLIF REIMBURSEMENT WITH AGREEMENT WITH JOHN D REYNEN CONSTRUCTION AND ASSOCIATED WITH FINAL SUBDIVISION MAP 5027 SPRING LAKE CENTRAL 1.

12. Approve Plans & Specifications, and Authorize Bid Advertisement for the West Street Water Transmission Main Project, CIP #17-08

    Staff recommends that the City Council adopt Resolution No. _____, approving the plans and specifications and authorize bid advertisement for the West Street Transmission Main Project, CIP #17-08.

Adopted Resolution No. 6990, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE WEST STREET WATER TRANSMISSION MAIN PROJECT, CIP #17-08.

13. Approval of Subrecipient Agreement with the Yolo Wayfarer Center Funded through the 2016 Continuum of Care Program

    Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2016 Continuum of Care program competition in the aggregate amount of $24,085 and authorizes the Finance Officer to amend the budget as necessary.

Adopted Resolution No. 6991, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER FOR A 2016 CONTINUUMM OF CARE PROGRAM GRANT.

14. Approve Consultant Agreement for Design of WPCF South Pond Pump Station Rehabilitation, CIP 18-07

    Staff recommends that the City Council adopt Resolution No. _____, approving a Design Contract with Carollo Enginering, Inc. in the Amount of $140,017 with a Ten Percent (10%) Contingency for CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

Adopted Resolution No. 6992, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A DESIGN CONTRACT WITH CAROLLO ENGINEERING, INC. IN THE AMOUNT OF $140,017 WITH A TEN PERCENT (10%) CONTINGENCY FOR CIP 18-07, WPCF SOUTH POND PUMP STATION REHABILITATION.

15. Professional Services Agreement for Plan Checking and Building Inspection Services

    Staff recommends that the City Council adopt Resolution No. _____, approving a professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed $200,000; and authorize the City Manager to execute the agreement.

Adopted Resolution No. 6993, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH INTERWEST CONSULTING GROUP FOR PLAN CHECKING & BUILDING INSPECTION SERVICES.

16. Correction to Hiddleson Pool Demolition Project CIP from 17-03 to 17-13

    Staff recommends that the City Council rescind Resolution No. 6978 previously adopted at the December 19th Council meeting and adopt Resolution No. 6978-A accepting the Hiddleson Pool Demolition Project, CIP 17-13, as complete and authorizing the City Clerk to file a Notice of Completion.

Rescinded Resolution No. 6978 previously adopted at the December 19th Council meeting and adopted Resolution No. 6978-A accepting the Hiddleson Pool Demolition Project, CIP 17-13, as complete and authorizing the City Clerk to file a Notice of Completion.

17. Adopt City of Woodland Public Safety and Citizen Flood Maps

    Staff recommends that the City Council adopt Resolution No. _____, adopting the City of Woodland Public Safety and Citizen Flood Maps.

Adopted Resolution No. 6994, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE CITY OF WOODLAND FLOOD SAFETY

PLAN.

18. FEMA Assistance to Firefighters Grant (AFG)

    Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to:

    1. Submit a FEMA Assistance to Firefighters Grant (AFG) application for self-contained breathing apparatus (SCBAs) and related equipment;
    2. Approve City of Woodland to be the Host Agency and to create a MOU with partner agencies including Willow Oak Fire Protection District and the West Plainfield Fire Protection District wherein the partner agencies agree to pay matching funds as required by FEMA for their portion of the requested equipment;
    3. Accept grant funding, if awarded, and approve the initial expenditure for the total equipment costs of approximately $440,000. Of this amount, approximately $430,500 will be reimbursed by FEMA and partner agencies as outlined in the MOU and required by FEMA.

Adopted Resolution No. 6995, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT, ENTER INTO A MOU WITH PARTNER AGENCIES AND, IF AWARDED, ACCEPT THE GRANT AND APPROVE INITIAL EXPENDITURE.

19. Authorization to Purchase Two (2) Replacement Ford Interceptor Utility Police Patrol Vehicles

    Staff recommends that the City Council adopt Resolution No. ______, authorizing the purchase of two (2) Ford Interceptor Utility Police Patrol Vehicles from Team Ford of Woodland in the amount of $93,294.44.

Adopted Resolution No. 6996, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT, ENTER INTO A MOU WITH PARTNER AGENCIES AND, IF AWARDED, ACCEPT THE GRANT AND APPROVE INITIAL EXPENDITURE.

20. Water Pollution Control Facility - Restroom / ADA Upgrades

    Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Contract for $74,897 with Northern Pacific Builders for expansion of the women’s restroom at the Water Pollution Control Facility in compliance with the Americans with Disabilities Act (ADA), and increase the Sewer Enterprise budget by $80,000 for that purpose.

Adopted Resolution No. 6997, AUTHORIZED THE CITY MANAGER TO ENTER INTO A CONTRACT FOR $74,897 WITH NORTHERN PACIFIC BUILDERS FOR EXPANSION OF THE WOMEN'S RESTROOM AT THE WATER POLLUTION CONTROL FACILITY IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), AND INCREASE THE SEWER ENTERPRISE BUDGET BY $80,000 FOR THAT PURPOSE.

21. Waste Advisory Committee Appointment

    Staff recommends that the City Council adopt Resolution No.________ approving the appointment of Rosie Ledesma as the City's representative on the Yolo County Waste Advisory Committee.

Adopted Resolution No. 6998, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPOINTING A REPRESENTATIVE TO SERVE ON THE YOLO COUNTY WASTE ADVISORY COMMITTEE.

VIDEO 22. 2018 Water Rate Adjustments

Staff recommends that the City Council receive an informational update related to the previously-approved 2018 water rate adjustments.

Council Member Davies pulled tem No. 9 from the Consent Calendar.

Received an informational update related to the previously-approved 2018 water rate adjustments.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members approved Consent Calendar items No. 4 through 22, minus Item No. 9.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

I. PUBLIC HEARINGS

VIDEO 23. PUBLIC HEARING - Code Enforcement: Nuisances Caused by, and Maintenance of, Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance

Staff recommends that the City Council:
1. Conduct the public hearing; and
2. Waive the first reading of an ordinance amending Sections 14A-1-2, 14A-1-3 and 14A-3-5 of the Woodland Municipal Code and adding Section 14A-1-3.2 – Nuisances caused by, and maintenance of, vacant, unoccupied, or abandoned buildings or structures and penalties for repeat nuisance violations; and
3. Schedule the second reading and adoption of ordinance for the February 6, 2018 City Council meeting.

On a motion by Council Member Barajas, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members waived the first reading of an ordinance amending Sections 14A-1-2, 14A-1-3 and 14A-3-5 of the Woodland Municipal Code and adding Section 14A-1-3.2 - Nuisances caused by, and maintenance of, vacant, unoccupied, or abandoned buildings or structures and penalties for repeat nuisance violations.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO 24. PUBLIC HEARING - Public Art Ordinance. Approval of Public Art Ordinance and Related Consistency Amendments

Staff recommends that the City Council:
1. Conduct a public hearing; and

2. Waive the first reading of an Ordinance adding Section 25-21-90 to the Woodland Municipal Code related to Public Art Requirements for new construction projects; and
3. Schedule the second reading and adoption of the Ordinance for the February 6, 2018 City Council meeting; and
4. Adopt Resolution No. _____, amending the Community Design Standards for Commercial Development Section 10 to reference the Public Art Ordinance.

On a motion by Council Member Davies, seconded by Mayor Pro Tempore Rodriguez and carried unanimously, Council Members waived the first reading of an Ordinance adding Section 25-21-90 to the Woodland Municipal Code related to Public Art Requirements for new construction projects.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6999, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 10 OF THE CITY OF WOODLAND COMMUNITY DESIGN STANDARDS TO REFLECT UPDATES TO THE WOODLAND MUNICIPAL CODE PERTAINING TO PUBLIC ART REQUIREMENTS.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO 25. PUBLIC HEARING - Agreement to Join the California Public Finance Authority (CalPFA) and Approval of Mortgage Revenue Bonds to be Issued by CalPFA for the Acquisition/Rehabilitation of The Greenery Apartments

Staff recommends that the City Council take the following actions:

1. Hold a public hearing, which is a Federal requirement for projects involving tax-exempt bond financing, known as the Tax Equity and Fiscal Responsibility Act (TEFRA) hearing;

2. Adopt Resolution No. _____, approving a joint exercise of powers agreement relating to the California Public Finance Authority (CalPFA), agreeing to join the CalPFA as an additional member, and approving the issuance of mortgage revenue bonds by the CalPFA not to exceed twenty million dollars ($20,000,000) for the purposes of financing the acquisition and rehabilitation of The Greenery Apartments affordable housing facility; and

3. Authorize the City Manager to execute any and all documents needed for the City to implement the project.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 7000, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND

APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF THE GREENERY APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO **J. REPORTS OF THE CITY MANAGER**

VIDEO 26. Consideration of Funding Priorities for FY 2018/19 Community Development Block Grant Program

Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2018/19 Community Development Block Grant (CDBG) program.

Council Members provided staff with input on funding priorities for the Fiscal Year 2018/19 Community Development Block Grant (CDBG) program.

VIDEO 27. 2018 Community Service Awards Nominating Committee Report

Staff recommends that the City Council:
1) Approve the nominating committee's recommended recipients selected to receive the 2018 Community Service Award; and
2) Determine which Council Members will present the awards to the selected award recipients.

Approved the Community Service Awards Nominating Committee's recommended recipients selected to receive the 2018 CSA and determined which Council Members will present the awards to selected recipients. Mayor Fernandez will present to Faye Di Dio; Council Member Barajas will present to Greta Eoff; Mayor Pro Tem Rodriguez will present to Deborah Zavala and Council Member Stallard will present to Soroptimist International.

VIDEO 28. Status Report - 2017-2018 Council Goals

Staff recommends that the City Council receive a status report on progress toward achieving Council's priority goals for 2017-18.

Received a status report on progress toward achieving Council's priority goals for 2017-18.

VIDEO **K. ADJOURN**

Meeting adjourned at 8:49PM in memory of Pam Lial, Code Enforcement Officer with the City of Woodland.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	3.
SUBJECT:	Commission on Aging Minutes for November 16, 2017

Recommendation for Action:
Staff recommends that the City Council receive the November 16, 2017 Commission on Aging meeting minutes that were approved on January 18, 2018.

Staff Contact:
Dallas Tringali, Community Services Program Manager, (530) 661-2005, dallas.tringali@cityofwoodland.org

Conclusion:
Staff recommends that the City Council receive the November 16, 2017 Commission on Aging meeting minutes that were approved on January 18, 2018.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
11/16 Minutes	1/19/2018	Cover Memo

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Commission on Aging Meeting Minutes

Thursday, November 16, 2017

3:00 PM

A. CALL TO ORDER

3:02 p.m.

B. ROLL CALL

Absent: Wheeler

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS–COMMISSION/STAFF STATEMENTS AND REQUESTS

Commissioner Kelley noticed that her term was up at the end of the year. Commissioner Kelley would like to extend her term. Commissioner Kelley would like a discussion on the new format of the minutes, and request that more information be included in the minutes.
Absent: Wheeler

E. NEW BUSINESS

F. REGULAR CALENDAR

1. October 19. 2017 Minutes

Keep under Regular calendar.
On a motion by Terry Kelley, seconded by Regan Overholt and carried unanimously, Motion to accept the minutes with consideration to address the way the minutes are currently written as action only minutes.

Ayes: Campbell, Kelley, Overholt

Absent: Wheeler

2. Consider Commissioner Requests for Excused Absences from Future Meetings

Commissioners voiced their disagreement with the process of requesting an absence from a commission meeting in the future. On a motion by Terry Kelley, seconded by Regan Overholt and carried unanimously, Commissioner Overholt was granted an excused absence for January 2018.

Ayes: Campbell, Kelley, Overholt

Absent: Wheeler

3. Standing Committee Updates
   - Senior Resource Fair
   - Speaker Series
   - Handicap Parking
   - Annual COA Report to Council

- **Senior Resource Fair: Planning begins in February.**
- **Speaker Series: Tringali will provide Commissioners with the 2018 scheduled event list.**
- **Handicap Parking: Campbell would like to see parking in front of the Woodland Community Center. Approved addition of handicap parking will not start until the new year.**
- **Annual COA Report to Council: May 2018**

Absent: Wheeler

G. REPORT OF THE STAFF

4. Senior Center Report

Yolo Healthy Aging Alliance will offer educational sessions. Wednesday, December 13 at 10:30 a.m. Medicare and MediCal Town Hall.

Eric Leggitt has been hired as the Maintenance Worker III for the Woodland Community & Senior Center, his first day was Monday, November 6, 2017.

Commissioner Kelley asked how to donate to the SCI Thrift Store. Tringali stated that between 9 a.m. and 3 p.m. would be best.

Absent: Wheeler

H. COMMUNICATIONS-PUBLIC COMMENT

No public attended.
Absent: Wheeler

I. AGENDA ITEMS FOR NEXT MEETING

Work Plan Update in New Items.
Commission would like to add the Work Plan Items under Regular Calendar
Keep Standing Committees on each agenda.

Absent: Wheeler

J. ADJOURN

On a motion by Regan Overholt, seconded by Terry Kelley and, Motion to adjourn at 4:02 pm

Ayes: Campbell, Kelley, Overholt

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	4.
SUBJECT:	Parks & Recreation Commission Meeting Minutes for November 27, 2018

Recommendation for Action:
Staff recommends that the City Council receive the November 27, 2017 Parks & Recreation Commission Minutes that were approved on January 22, 2018.

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

Conclusion:
Staff recommends that the City Council receive the November 27, 2017 Parks & Recreation Commission Minutes that were approved on January 22, 2018.

Prepared By: Kris Bain, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Parks & Recreation Commission Minutes November 2017	1/23/2018	Cover Memo

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Parks and Recreation Commission Meeting Minutes

Monday, November 27, 2017

6:30 PM
Council Chambers

A. Call to Order

B. Roll Call

Absent: Salinas

C. Pledge of Allegiance

D. Communications - Public Comment

Art Williams, Woodland Tennis Club, addressed the Commission.
Absent: Salinas

E. Communications - Commission/Staff Statements and Requests

F. Presentation

1. None

G. New Business

H. Committee Reports

2. Standing Committee Report
   - Facilities Committee
   - Budget & Finance Committee
   - Program & Department Evaluation
   - Urban Forest Committee
   - Ad Hoc Committee
   - Volunteerism Committee

I. Consent Calendar

3. Approve October 23, 2017 Minutes

On a motion by Stephanie Miller, seconded by Sanjit Singh and carried unanimously, Motion to accept the October 23, 2017 minutes as written.

Ayes: Ali, Foraker, Miller, Singh, Valcarenghi, White-Snyder

Absent: Salinas

J. Other Business

4. Committee Asignments

On a motion by Stephanie Miller, seconded by Andrew

Foraker and carried unanimously, Motion to add Sanjit Singh to the Budget & Finance Committee and the Facilities Committee.

Ayes: Ali, Foraker, Miller, Singh, Valcarenghi, White-Snyder

Absent: Salinas

5. Commission Absent Requests

   Staff recommends that the Commission request an absence if they will miss an upcoming Commission meeting.

On a motion by Carla White-Snyder, seconded by Andrew Foraker and carried unanimously, Motion to approve absent request for January 22, 2018 meeting by Miller.

Ayes: Ali, Foraker, Miller, Singh, Valcarenghi, White-Snyder

Absent: Salinas

K. Report of the Staff

6. Parks & Recreation Commission Report

L. Next Meeting

7. January 22, 2018

M. Adjourn

On a motion by Stephanie Miller, seconded by Carla White-Snyder and carried unanimously, Motion to adjourn at 7:23 p.m.

Ayes: Ali, Foraker, Miller, Singh, Valcarenghi, White-Snyder

Absent: Salinas

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: February 6, 2018

ITEM #: 5.

SUBJECT: Budget Appropriation Request: Walmart Foundation Grant Award

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate $2,500 to the FY18 Woodland Fire Department Budget.

Staff Contact:

Rebecca Ramirez, Fire Chief, (530) 661-5861, becky.ramirez@cityofwoodland.org

Fiscal Impact:

The Walmart Foundation Grant Award offsets the requested appropriation of $2,500.

Background:

In November of 2017, the Woodland Fire Department applied for a Community Grant through the Walmart Foundation. Walmart Foundation Community Grants range from $250-$2,500 and are award to non-profit organizations, public or private schools, church and faith-based organization, and government entities that are requesting funds exclusively for public purposes. Funding areas include hunger relief and healthy eating, health and human services, quality of life, education, community and economic development, diversity and inclusion, public safety, and environmental sustainability. The Woodland Fire Department was successfully awarded a grant in the amount of $2,500. The grant funds will be used to purchase two (2) Automatic External Defibrillators (AEDs), which will be placed in City Hall and the Public Library. Woodland Fire Department personnel will provide hands-on training to City Hall and Library staff on when and how to use this life-saving equipment. These AEDs will be invaluable to not only the public but City employees as well should a medical emergency arise at either facility.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate $2,500 to the FY18 Woodland Fire Department Budget.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Rebecca Ramirez, Fire Chief

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Walmart Grant Resolution	1/11/2018	Resolution

RESOLUTION NO. _______
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $2500 TO THE FY18 WOODLAND FIRE DEPARTMENT BUGET

WHEREAS, the Woodland Fire Department successfully applied and was awarded the Walmart Foundation Community Grant in the amount of $2500; and

WHEREAS, the Woodland Fire Department will use these funds to purchase two (2) Automatic External Defibrillators for City Hall and the Public Library; and

WHEREAS, the Woodland Fire Department's total appropriation request of $2500 is completely offset by the Walmart Foundation Community Grant.

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

SECTION 1. That the City Council hereby authorizes the City Manager to appropriate an additional $2500 to the FY18 Woodland Fire Department budget.

PASSED AND ADOPTED by the City Council this 16th day of January, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	6.
SUBJECT:	Final Acceptance and Notice of Completion for Destroy Wells 10, 17 & 20 Project, CIP #11-10

Recommendation for Action:
Staff recommends that the City Council approve Resolution No. ______, accepting the Destroy Wells 10, 17 & 20 Project, CIP #11-10, as complete and authorizing the City Clerk to file a Notice of Completion.

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

Fiscal Impact:
The final construction cost for this project was $159,561. The project utilized staff for design and construction management. The cost for planning, design, construction management, and environmental consulting work was approximately $45,000. The total project cost was approximately $205,000 with a total budget of $331,068. The project came in under budget due to a favorable bidding environment and no change orders during construction and because wells 13 and 18 were sold instead of demolished.

The project is fully funded out of the water enterprise fund, as part of the Capital Budget, approved on June 20, 2017 and there is no impact to the General Fund.

Background:
The City changed its water supply source to surface water from the Sacramento River. Due to the switch, the City is no longer dependent on all of its production wells. Though some production wells will continue to be used as blending wells for peak water demand and as standby wells for use during an emergency, wells 10, 17 and 20 were determined to be no longer useful to the City. These wells exceed the Maximum Contaminant Limit for nitrates and were in poor mechanical condition. The Department of Water Resources dictates that a well that is no longer useful must be destroyed in order to assure that the groundwater supply is protected and preserved for further use and also to eliminate potential physical hazards. Well 13 was sold to the Yolo County Flood Control & Water Conservation District and Well 18 was sold to the Yolo County Fairgrounds.

Discussion:
The City Council approved the project plans and specifications and authorized bid advertisement on July 18, 2017. The City advertised for bids on August 27, 2017. On September 19, 2017, the City Council awarded the construction project to Eaton Pumps Sales & Service. On October 9, 2017, the City executed a construction contract with Eaton Pumps and provided them with a Notice to Proceed date of November 27, 2017. Construction is now complete and ready for acceptance.

The project cost breakdown is as follows:

Construction	$159,561.00
CM/Design/Environmental Consulting	$45,000.00

Total Project Costs	$204,561.00
Total Project Budget	$331,068.00

Staff is evaluating disposition of the properties located at both Well #10 and #20 and will report back to Council at a future date. Well #17 is located within the tank site at David Douglass Park and will remain City property.

Conclusion:

Staff recommends that the City Council approve Resolution No. ______, accepting the Destroy Wells 10, 17 & 20 Project, CIP #11-10, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared By: Tim Busch, Principal Utilities Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
A - Resolution	1/23/2018	Cover Memo

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR DESTROY WELLS 10, 17 & 20 PROJECT (CIP #11-10)

WHEREAS, the City of Woodland funded the project in the amount of $331,068 allocated in the Capital Budget for the Destroy Wells 10, 17 & 20 Project, CIP #11-10; and

WHEREAS, the City Council approved plans and specifications and authorize bid advertisement in July 18, 2017; and

WHEREAS, the City Council awarded the construction contract in the amount totaling $159,561 to Eaton Pumps Sales & Service on September 19, 2017; and

WHEREAS, the construction of the Destroy Wells 10, 17 & 20 Project began in November 27, 2017 and was completed in January 2018.

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

Section 1. The City Council hereby accepts the Destroy Wells 10, 17 & 20 Project, CIP #11-10 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Destroy Wells 10, 17 & 20 Project, CIP #11-10.

PASSED AND ADOPTED this 6th day of February 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	7.
SUBJECT:	Appropriation of $31,000 from the Asset Seizure Fund for purchase of Police Department-issued Smart Phones

Recommendation for Action:
Staff recommends that the City Council approve Resolution No. ____ authorizing the appropriation of $31,000 from the Asset Seizure Fund for the purchase of department-issued smartphones.

Staff Contact:
Anthony Cucchi, Patrol Lieutenant, (530) 661-7816, anthony.cucchi@cityofwoodland.org

Fiscal Impact:
Initial cost of equipment purchase, including accessories, is estimated at $31,150. This purchase will be made from the Asset Seizure fund, which has adequate reserve balances to cover this expense. Annual ongoing cost for operation and maintenance of the phones is estimated at $20,958; this cost will be absorbed in the existing General Fund budget.

Background:
Last fiscal year during a department-wide training, staff expressed the need for individual smartphones to accomplish their daily tasks. The department previously issued basic cell phones for the patrol vehicles but this proved problematic as the sharing of phones among several officers presented issues. The department has since utilized the City's cell phone stipend program for staff assignments that required cell phone use.

With the improved availability of smartphone applications, the increase in mandated collection and reporting of information, in addition to the requirements of the Public Records Act, the department has revisited the need to issue smartphones to address all these needs.

Discussion:
Last year's department-wide training gave staff from all ranks the opportunity to discuss how the department can accomplish its mission more efficiently and more effectively. The issuance of department smartphones presents the following benefits:

1. Allow officers to utilize the following applications to complete everyday task:
    1. Report writing software
    2. Dictation
    3. Digital camera
    4. Digital recorder
    5. Access to California statutes
    6. Access to scheduling software
    7. Field interview application
    8. License plate reader
2. Provide a separation between personal and business information being on the same device. Having a dedicated business phone simplifies the department response to Public Records Act requests.
3. Allow officers to make business calls while on the field. Currently, officers have to return to the police department to make these calls, using up unnecessary time from the field.
4. Allow officers to collect and process information required in Assembly Bill 953 regarding all police stops.

As part of its due diligence, the department surveyed the staff regarding the need for department smartphones. A majority of staff completed the survey with 96% agreeing that a department-issued smartphone would assist in their daily duties. The department reviewed all pertinent City policy for compliance and consulted with the City I.T. department for the most cost-effective option for both equipment and monthly plan. The department plans on purchasing 70 iPhone 6 units from T-Mobile along with their unlimited phone/text/data plan for $24.95/month per phone.

The department will utilize reserves in the Asset Seizure fund to cover the initial cost for equipment, estimated at $31,150. The recurring costs are already covered in the current budget, specifically the line items for the monthly stipend, existing department-issued phones (6) and digital camera and recorder replacement.

Conclusion:
Staff recommends that the City Council approve Resolution No. ____ authorizing the appropriation of $31,000 from the Asset Seizure Fund for the purchase of department-issued smartphones.

Prepared By: Anthony Cucchi, Patrol Lieutenant and Elle Murphy, Senior Management Analyst

Reviewed By: Derrek Kaff, Police Captain

____

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Asset Seizure Appropriation for PD Smartphones	1/25/2018	Resolution

RESOLUTION NO. _______
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $31,000 IN ASSET SEIZURE FUNDS TO PURCHASE POLICE DEPARTMENT SMARTPHONES

WHEREAS, the Police Department has determined the need to purchase smartphones for use by staff to assist with their daily tasks.

WHEREAS, the Police Department has estimated that that the initial cost to purchase 70 smartphones is $31,150 which is not included in their current budget.

WHEREAS, the Asset Seizure Fund has sufficient balance to fund the requested appropriation of $31,000.

WHEREAS, the FY2017/18 annual budget for the Police Department previously approved by the Council includes line items that will cover the recurring cost associated with issuance of the department smartphones.

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

SECTION 1. That the City Council hereby authorizes the City Manager to appropriate $31,000 in Asset Seizure Funds to purchase Police Department smartphones.

PASSED AND ADOPTED by the City Council this 6th day of February, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	8.
SUBJECT:	Treasurer's Investment Report Quarter Ending December 31, 2017

Recommendation for Action:
Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2017.

Staff Contact:
Adam Devlin, Senior Accountant, (530) 661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact:
There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:
Each quarter staff is required to provide the City Council with a report form the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:
As of December 31, 2017 the City treasury consisted of investments with a total book value of $104,135,943. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending December 2017 was 1.24%, the average yield on the City of Woodland's investments as of December 31, 2017 was 2.14%. This results in an overall portfolio yield, combining all investments and LAIF of 1.59%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending December 2017 was 1.39%. The City has therefore met its goal of obtaining a rate of return greater than the established U.S. Treasury benchmark.

The City's investment strategy is to maintain 40% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of twenty-one months, and achieve an investment return of 1.40% based on the parameter of allowable investments. As of December 31, 2017 the City maintained 38.38% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of nineteen months, and achieved an investment return of 1.59%. The increase in investment return is the result of older lower yield investments maturing and the continued increase in short term interest rates.

The City met its goal of fully implementing its investment strategy and finished the quarter fully invested with no investible liquidity remaining. Over the next quarter the City will continue to implement its investment strategy by investing any future investable liquidity in agency callable bonds, corporate securities, and certificates of deposit. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy. During this time the City forecasts that there will be no maturities on its investments.

The attached report provides a summary of the City's current investments, includes the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

<u>Conclusion</u>:
Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2017.

Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Q2 FY 2017 02.06.2018	1/25/2018	Backup Material

CITY OF WOODLAND
INVESTMENT REPORT

December-17

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT		AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)		42,906,145	41.2%
Certificate of Deposit		4,000,000	3.8%
Agency		36,638,686	35.2%
Corporate Securities		20,591,112	19.8%
	TOTAL	104,135,943	100.0%

	Maturity Date	*Interest*	*Call Date*	*PAR Amount*	*Principal Amount*	Current Market Value	*Security ID*
United Bankers	2/11/2019	1.55	N/a	250,000	250,000	N/a	909557GP9
BMW Bank	6/16/2020	1.85	N/a	250,000	250,000	N/a	05580AJK1
Comenity Capital Bank	6/19/2020	1.75	N/a	250,000	250,000	N/a	20033AUE4
Merrick Bank	6/19/2020	1.80	N/a	250,000	250,000	N/a	59013JYV5
Ally Bank	6/22/2020	1.90	N/a	250,000	250,000	N/a	02006L3N1
Wex Bank	8/3/2020	1.85	N/a	250,000	250,000	N/a	92937CFV5
Bridgwater Bank	6/16/2021	1.85	N/a	250,000	250,000	N/a	108622FR7
Business Bank	6/23/2021	1.80	N/a	250,000	250,000	N/a	12325EHU9
First Financial Bank	6/29/2021	1.85	N/a	250,000	250,000	N/a	32021MEY1
Summitt Community Bank	6/30/2021	1.85	N/a	250,000	250,000	N/a	86604XLZ7
DNB First Bank	6/16/2022	1.95	N/a	250,000	250,000	N/a	25590AAF7
Goldman Sachs Bank	6/21/2022	2.35	N/a	250,000	250,000	N/a	68148PKX4
Marine Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	56817TAA9
Marlin Business Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	57116APK8
Discover Bank	7/26/2022	2.30	N/a	250,000	250,000	N/a	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	250,000	250,000	N/a	949763JU1
Total CD Investments				4,000,000	4,000,000		
Federal Home Loan Bank	7/17/2018	1.25	7/17/2018	1,000,000	1,000,200	997,537	3130ABTP1
Federal Home Loan Mortgage Corp	8/24/2018	1.04	2/24/2018	2,000,000	1,998,000	1,992,808	3134GAGM0
Federal National Mortgage Association	5/30/2019	1.25	2/28/2018	2,000,000	2,000,000	1,967,864	3136G3MH5
Federal National Mortgage Association	10/27/2019	1.00	10/27/2019	2,000,000	1,981,300	1,966,534	3135G0R39
Federal National Mortgage Association	2/26/2020	1.05	2/26/2018	2,000,000	2,000,000	1,998,542	3136G2XT9
Federal National Mortgage Association	4/27/2020	1.70	4/27/2020	2,000,000	2,005,000	1,982,278	3136G4NJ8
Federal National Mortgage Association	4/28/2020	1.50	4/28/2020	2,000,000	2,000,000	1,973,526	3136G2GR2
Federal National Mortgage Association	8/28/2020	1.25	8/28/2020	1,000,000	1,000,000	979,958	3136G33E3
Federal National Mortgage Association	9/15/2020	1.38	9/15/2020	2,000,000	2,000,000	1,965,618	3136G3PK5
Federal Home Loan Mortgage Corp	10/29/2020	1.16	1/29/2018	2,000,000	1,998,500	1,972,612	3134G7S77
Federal Home Loan Bank	10/29/2020	1.00	1/29/2018	1,142,857	1,142,286	1,138,115	3130A6KG1
Federal Home Loan Mortgage Corp	4/28/2021	1.50	4/28/2021	2,000,000	2,000,000	1,959,064	3134G9AD9
Federal Home Loan Bank	8/24/2021	1.00	2/24/2018	2,000,000	2,000,000	1,977,736	3130A93A7
Federal Home Loan Bank	9/7/2021	1.13	3/7/2018	2,000,000	2,000,000	1,968,564	3130A94G3
Federal Home Loan Bank	10/28/2021	1.25	10/28/2019	2,000,000	1,987,000	1,964,208	3130A9S85
Federal Home Loan Mortgage Corp	11/4/2021	1.10	2/4/2018	1,500,000	1,500,000	1,481,105	3134GAVP6
Federal Home Loan Mortgage Corp	12/29/2021	2.13	3/29/2018	2,000,000	2,000,000	1,988,914	3134GBTY8
Federal Home Loan Mortgage Corp	1/26/2022	2.13	1/26/2018	2,000,000	2,000,000	1,981,494	3134GAT79
Federal Home Loan Mortgage Corp	4/27/2022	2.63	4/27/2018	2,000,000	2,026,400	2,004,424	3134GBHM7
Federal Home Loan Mortgage Corp	6/29/2022	2.13	3/29/2018	2,000,000	2,000,000	1,973,046	3134GBWY4
Total Agency Investments				36,642,857	36,638,686	36,233,947	

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Honda	10/10/2018	2.13	N/a	500,000	510,470	500,762	02665WAC5
Pepsi Co	1/7/2019	2.25	N/a	500,000	511,715	501,166	713448CK2
Oracle	1/15/2019	2.38	N/a	500,000	514,730	502,011	68389XAQ8
JP Morgan Chase & Co	1/28/2019	2.35	N/a	500,000	510,478	500,902	46625HJR2
Cisco	3/1/2019	2.13	N/a	500,000	507,360	500,472	17275RAR3
Apple Inc	5/6/2019	2.10	N/a	500,000	513,105	501,045	037833AQ3
PFIZER	5/15/2019	2.10	N/a	500,000	506,585	500,678	717081DL4
Walt Disney Company	5/30/2019	1.85	N/a	500,000	505,430	498,971	25468PDA1
Oracle	10/8/2019	2.25	N/a	500,000	512,440	501,757	68389XAX3
JP Morgan Chase & Co	10/22/2019	2.20	N/a	500,000	506,335	498,948	48127HAA7
US Bank Cincinnati	10/28/2019	2.13	N/a	500,000	502,535	500,046	90331HML4
General Electric Cap Corp	12/11/2019	2.10	N/a	500,000	511,285	498,424	36962G6P4
Costco	12/15/2019	1.70	N/a	500,000	499,510	496,637	22160KAF2
Cisco	1/15/2020	4.45	N/a	500,000	548,733	522,550	17275RAH5
Exxon	3/6/2020	1.91	N/a	500,000	508,480	497,169	30231GAG7
IBM	5/15/2020	1.63	N/a	500,000	490,433	493,603	459200HM6
Qualcomm Inc	5/20/2020	2.25	N/a	500,000	496,870	495,958	747525AD5
Cisco	6/15/2020	2.45	N/a	500,000	511,695	503,002	17275RAX0
Wal-Mart	7/8/2020	3.63	N/a	500,000	545,540	517,299	931142CU5
Wal-Mart	7/8/2020	3.63	N/a	500,000	540,835	517,299	931142CU5
Intel	7/29/2020	2.45	N/a	500,000	508,463	505,166	458140AQ3
Pfizer	8/12/2020	5.20	N/a	500,000	571,167	538,069	717081DR1
Ralph Lauren Corp	8/18/2020	2.63	N/a	500,000	502,865	503,640	751212AB7
Simon Property Group	9/1/2020	2.50	N/a	500,000	509,175	501,544	828807CU9
Automated Data Processing (ADP)	9/15/2020	2.25	N/a	500,000	507,140	500,998	053015AD5
Coca-Cola Co	10/27/2020	1.88	N/a	500,000	497,735	497,102	191216BT6
UPS	1/15/2021	3.13	N/a	1,000,000	1,042,770	1,024,171	911312AM8
Johnson & Johnson	5/15/2021	3.55	N/a	500,000	531,000	522,523	478160AZ7
Google	5/19/2021	3.63	N/a	1,000,000	1,069,370	1,046,359	02079KAA5
Caterpillar	8/9/2021	1.70	N/a	500,000	501,113	487,354	14912L6U0
Pepsico	10/6/2021	1.70	N/a	500,000	488,785	487,415	713448DL9
GE	10/17/2021	4.65	N/a	500,000	553,830	536,746	36962G5J9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	500,000	535,990	534,425	46625HJD3
Apple (APPL)	2/9/2022	2.50	N/a	500,000	509,485	500,142	037833CM0
Costco	2/15/2022	2.25	N/a	500,000	499,745	496,895	22160KAH8
Chevron	3/3/2022	2.41	N/a	500,000	506,350	499,183	166764AT7
Pepsico	5/2/2022	2.25	N/a	500,000	504,250	494,492	713448DT2
IBM	9/8/2022	2.20	N/a	500,000	497,315	489,296	44932HAC7
Total Corporate Investments				20,000,000	20,591,112	20,214,210	
Total of LAIF Funds & Investments Detail					104,135,943		
Check Total (Should be zero)					-		

CASH ACCOUNTS as of 12/31/17

Bank Accounts with U.S. Bank	$6,879,601
Petty Cash	$2,778
Cash with Fiscal Agent	$6,104,771

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$242,760
Prior Quarters Interest Earned - LAIF	$106,087
Total Interest Received	$348,847
Interest Received from October 1, 2017 to December 31, 2017	$425,564
Total Fiscal Year-to-Date Interest Received	$774,411

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	**TREASURER**			
10/01/17	Month Beginning Balance			**44,785,139**
10/02/17	Withdraw from LAIF		2,000,000	**42,785,139**
10/13/17	Quarterly Interest	121,006		**42,906,145**
12/31/17	Month End Balance			**42,906,145**
Bonds and Other Investments				
4/1/2017	BEGINNING BALANCE			**63,229,213**
10/26/2017	Matured FHLB 3130A6LZ8		997,103	**62,232,111**
12/15/2017	Matured FHLMC 3137EADX4		1,002,313	**61,229,797**
12/31/2017	Month End Balance			**61,229,797**
		END OF MONTH TOTAL DEBITS		**104,135,943**
		Check Total (Should be Zero)		-

Transactions w/LAIF	2
Purchase of New Bonds	0
Bonds Called	0
Purchase of New CD	0
CD Matured	0
Bonds Sold	0
Bonds Matured	2
Purchase of Corp Securities	0
Sale of Corp Securities	0

2009 Wastewater Revenue Bonds					
reserve fund	$0.00	AIG-Notes, Mortgages, etc	$0.00	Cash Management-Fidelity	
interest fund	$0.00		$0.00	Cash Management-Fidelity	0.00
Revenue Fund	$0.00		$0.00	Cash Management-Fidelity	0.00
interest fund	$0.00		0.00	Cash Management-Fidelity	0.00
Reserve fund	$128.52		$128.52	Cash Management-Fidelity	0.02
CFD - Gibson Ranch					
94-1					
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
reserve acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Series 2001 Acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Subordinate Revenue	$248.67		$248.67	Cash Mgmt-1st Am Treasury	0.11
2004 Subordinate (Incl Reserve)	$226,672.32		$226,672.32	Cash Mgmt-1st Am Treasury	100.75
Spring Lake 2013					
Reserve Fund	$2,137,105.33		$2,137,105.33	Cash Mgmt-1st Am Prime Obligation	900.26
Spring Lake 2016					
Special tax proceeds	$0.19		$0.19	Cash Mgmt-1st Am Prime Obligation	0.00
Special tax fund	$116.84		$116.84	Cash Mgmt-1st Am Prime Obligation	0.05
Reserve fund	$1,124,082.90		$1,124,082.90	Cash Mgmt-1st Am Prime Obligation	473.52
Revenue Anticipation Notes					
Water Revenue Bonds 2011					
revenue acct.	$2,097.92		$2,097.92	US Bank Mmkt 5 -Ct	0.31
Interest acct.	$7.95		$7.95	US Bank Mmkt 5 -Ct	0.00
reserve acct.	$1,324,577.50		$1,324,577.50	US Bank Mmkt 5 -Ct	217.74
proceeds acct	$0.00		$0.00	US Bank Mmkt 5 -Ct	0.00
ARRA 2011					
Principal and Interest account	$355,968.64		$355,968.64	US Bank Mmkt 5 -Ct	150.13
Reserve fund	$201,010.16		$201,010.16	US Bank Mmkt 5 -Ct	84.78
Bond Anticipation Notes					
2007 RDA TABS					
Tax Revenue Fund	$0.00		$0.00	Cash Mgmt - Ist Am Treasury Oblig	0.00
Interest Account	$303.36		$303.36	Cash Mgmt - Ist Am Treasury Oblig	3.75
Principal Account	$5.59		$5.59	Cash Mgmt - Ist Am Treasury Oblig	5.59
reserve account - 2007 A	$594,072.66		$594,072.66	Cash Mgmt - Ist Am Treasury Oblig	97.66
reserve account - 2007 B	$0.00		$0.00	Cash Mgmt - Ist Am Treasury Oblig	0.00
CDBG Account *Savings Account*	$138,372.72	$138,372.72		Bank of America - Quarterly Bank Statement	0.00
TOTAL	$6,104,771.27				
Check Summary Total (Should be zero)	$0.00				

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: February 6, 2018
ITEM #: 9.
SUBJECT: Approve Consultant Agreement for Sewer Collection System Hydraulic Model Update, CIP 08-35

Recommendation for Action:
Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving reallocation of $50,000 of Sewer Enterprise Funds from the Sewer Collection System Master Plan, CIP #14-07 to the Sewer Collection System Hydraulic Model Update, CIP 08-35 to complete the study budget; and

2. Authorize the City Manager to execute a consultant agreement with Water Works Engineers, LLC. in the amount of $79,987 for the Sewer Collection System Hydraulic Model Update, CIP 08-35; and

3. Authorize a contingency of up to 10% ($7,998) for the Sewer Collection System Hydraulic Model Update Project contract.

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

Fiscal Impact:
This project is included in the Capital Budget approved by Council on June 20, 2017 with $40,000 in funding. The Sewer Collection System Master Plan, CIP #14-07 includes funding for management of the sewer collection system, including hydraulic modeling and supporting the Sewer System Management Plan (SSMP). The reallocation of $50,000 to Sewer Collection System Hydraulic Model Update, CIP 08-35 is necessary to complete the budget for the project.

There is no impact to the General Fund.

Background:
The Regional Water Quality Control Board (RWQCB) permits the sewer collection system and requires that the City maintain a Sewer System Management Plan (SSMP). The SSMP requires that the City update the sewer collection system hydraulic model every 3 years. The last complete hydraulic update was conducted in 2012 and an update of the model was conducted in 2014 to support the General Plan Update.

The previous sewer collection system hydraulic model indicated several sewer lines in the City with insufficient capacity and recommended improvements to these sewer lines to address the issues. Some of the capacity improvement projects have been completed, however, most have not. Over the last few years, wastewater flows have declined somewhat and the model update will evaluate impacts to sewer capacities based on updated sewer flow data. Additionally, the model will be updated to reflect storm induced inflow and infiltration (I/I) to the sewer collection system. The City has made several repairs to the sewer system to reduce I/I over the last few years.

The City also separately reviews sewer lines and identifies necessary repairs to address structural issues with the pipelines. The model update will help to inform projects to include both repairs to deteriorating sewer lines while addressing capacity issues where practical.

There are certain planned capacity improvements to accommodate development in the City. This includes capacity improvements to accommodate intensification of development in downtown or another part of the City and development in Spring Lake. Development will trigger certain planned capacity improvements and the hydraulic model predicts when the improvements will be necessary.

Discussion:

The City has over 220 miles of sewer lines of various sizes and pipe materials. The City's sewer collection system converges to 3 interceptor sewer lines that convey sewage to the wastewater treatment plant. The hydraulic model is a dynamic model that covers the entire sewer collection system. The update to the hydraulic model is required by the RWQCB and is utilized for planning capacity improvements along with pipeline rehabilitation projects to plan future Capital Improvement Projects. Continuing to maintain the model is a sound engineering practice to maintain the sewer collection system.

Water Works Engineers was selected through a Quality Based Selection Process in 2012 to develop and maintain the City's sewer collection hydraulic model and has most recently updated the model in 2014 as part of the General Plan Update. Water Works created the original hydraulic model and updated the model and have a solid working knowledge of the City's sewer collection system.

Conclusion:

Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving reallocation of $50,000 of Sewer Enterprise Funds from the Sewer Collection System Master Plan, CIP #14-07 to the Sewer Collection System Hydraulic Model Update, CIP 08-35 to complete the study budget; and

2. Authorize the City Manager to execute a consultant agreement with Water Works Engineers, LLC. in the amount of $79,987 for the Sewer Collection System Hydraulic Model Update, CIP 08-35; and

3. Authorize a contingency of up to 10% ($7,998) for the Sewer Collection System Hydraulic Model Update Project contract.

Prepared By: Tim Busch, Principal Utilities Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
B - Consultant Scope of Work	1/25/2018	Backup Material
Resolution	1/30/2018	Resolution

SCOPE AND FEE

January 2018

Water Works Engineers, LLC (ENGINEER) and City of Woodland (CLIENT)

City of Woodland Wastewater Hydraulic Model Update

1. PROJECT DESCRIPTION

PROJECT BACKGROUND

The City of Woodland (CLIENT) updated the City Sanitary Sewer Management Plan in 2015 in accordance with the State Water Resources Control Board Order No. 2006-0003 Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. As part of the compliance process, the City periodically updates its wastewater hydraulic model to represent collections system repairs, rehabilitation, replacement, and new infrastructure (existing and planned from General Plan growth). In addition, the City calibrates the updated wastewater hydraulic model with flow data collected from permanent dry and wet weather monitoring stations. The hydraulic model was last updated in Summer 2014 to support the City General Plan update and included analysis of several growth scenarios. Subsequently, the City formally adopted the 2035 General Plan, and has undergone significant infill and greenfield development, while logging a drop in average dry weather wastewater flows at the wastewater treatment facility (possibly related to water conservation efforts). The City intends to update the hydraulic model to capture these current conditions and their impact on future collection system operations.

GENERAL PROJECT OBJECTIVE

The general project objective is to complete an update to the City's hydraulic model to further calibrate the results against measured current conditions and proactively plan for and mitigate against current and future impacts to the system by updating the City's System Wide Hydraulic Evaluation and Capacity Assurance Plan within the City Sewer System Management Plan (SSMP).

PREVIOUS STUDIES AND FLOW DATA SOURCES

- Woodland General Plan Scenario Wastewater Hydraulic Review (2014)
- Phase 3: Model Calibration and Master Plan Update Recommendations (2012)
- Phase 2: Wet Weather Flow Monitoring Data Collection (2010-2011)
- Phase 1: GIS Based Sewer System Hydraulic Model Development (2009)

EXISTING SYSTEM CONFIGURATION AND FLOW MONITORING

- Three major gravity sewersheds and trunklines (Gibson, Beamer, and Kentucky) along with a major pump station that discharges Spring Lake Master Plan area flows to the City of Woodland WPCF to the southeast of the City.
- Three permanent flow meters on Gibson, Beamer, and Kentucky along with "smart" cover level meters at various locations throughout the City.

2. SCOPE OF SERVICES

The following services will be provided by ENGINEER for the City Wastewater Hydraulic Model Update.

Subtask	Title
1	Physical Model Review and Update
2	Wastewater Generation Rates and Growth Scenario Development
3	Wastewater Flow Data Analysis and Model Calibration
4	Capacity Assessment and Sensitivity Analysis
5	Capacity Improvements Projects and Cost Estimates
6	Wastewater Hydraulic Model Update Technical Memorandum

Subtask 1 - Physical Model Review and Update

ENGINEER will coordinate closely with CLIENT to collect available physical data that will assist in the physical hydraulic model update:

- Updated sewer system (GIS). Please note the following Figure 1 which highlights gravity sewer main segments in the existing City GIS where invert elevation information is missing.
- Record drawings (where available and provided by the City) and City design standards to quantify invert data for pipes where invert data does not exist in the current City's GIS. This approach has been utilized on previous model updates, so It is assumed that the existing model inverts will be used for central Woodland area. ENGINEER will update model to include the Spring Lake Master Plan Area collection system using the record drawing/City design standards approach.
- Pump Station record drawings, flow meter data, and pump data
- Permanent Flow Meter Data (2016-2018)
- Smart Cover Level Data (2016-2018)
- Rain Gauge Data (2016-2018)
- Records of sewer collection system improvements that affect capacity such as new installations, replacements, and lining rehabilitation projects (2014-2018)
- Anecdotal staff observations related to collection system response to storm events as it relates to the predicted results of previous hydraulic model analysis completed by ENGINEER for CLIENT

ENGINEER will review and utilize the information listed above to update the physical geometry of the previously utilized 2014 wastewater hydraulic model (an all-pipe network of 6" diameter and greater). InfoSewer is an GIS-based quasi-dynamic hydraulic modeling suite used to determine the hydraulic capacity and hydraulic grade line of a modeled sewer pipeline.

Meetings	None
Deliverables	None

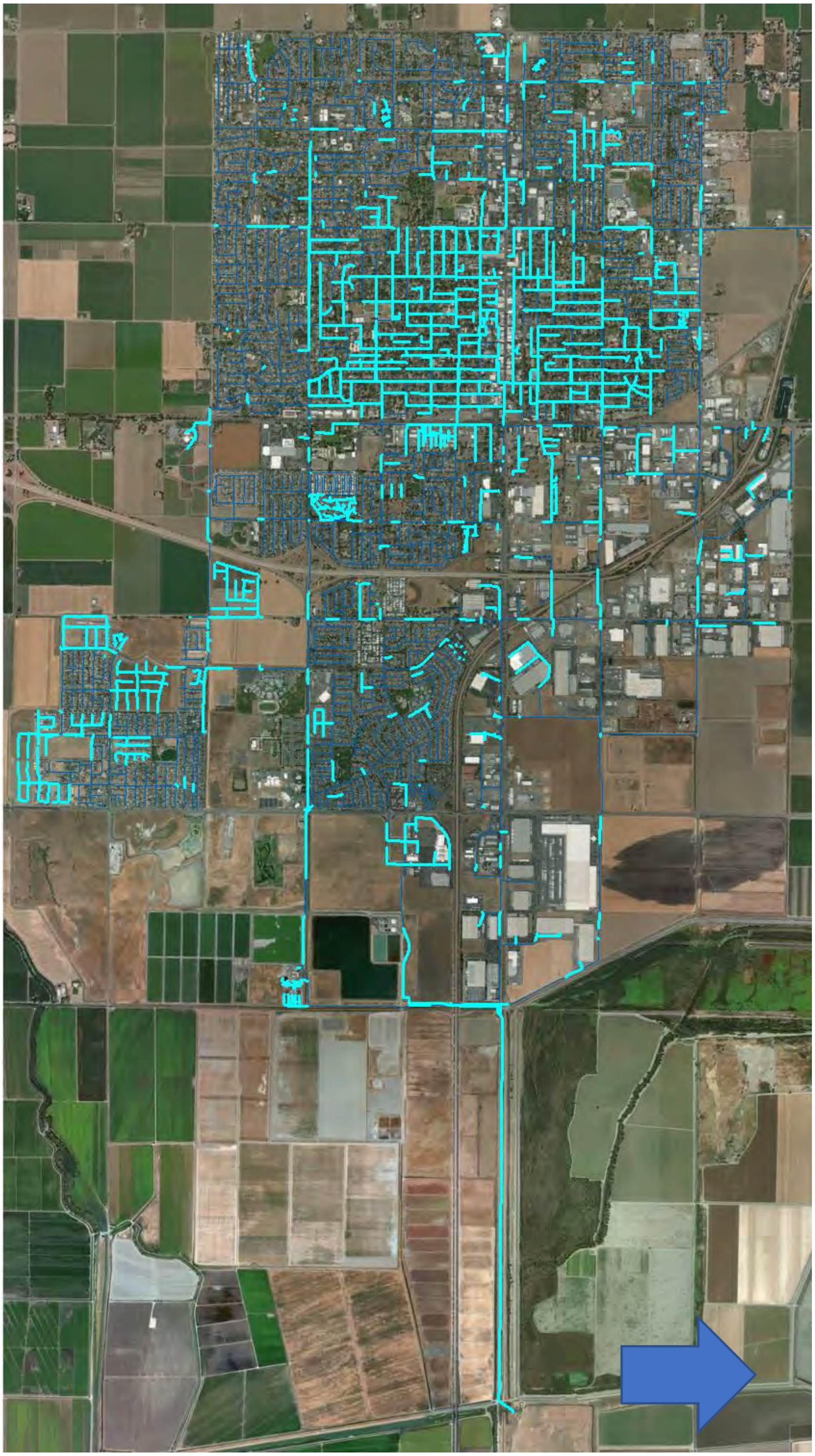


Figure 1: Highlighted Sewer Gravity Mains in City GIS that are missing invert elevation information

Subtask 2 – Wastewater Generation Rates and Growth Scenario Development

ENGINEER will review and update the collection system wastewater generation rates and hydraulic loading (parcel-loads) in Innovyze InfoSewer as described herein:

- Collect and review available (as provided by City) updated Parcels (GIS), General Plan zoning/land use info by parcel, conditional use permits, occupancy rates, and major vacancies (i.e., vacant commercial/industrial/office spaces).
- Review current City 2035 General Plan and Specific Plan(s) and compare with existing GIS parcel data to identify variations (if any).
- Meet with City staff for more specific information on proposed development or redevelopment projects (existing, near term General Plan, and system build-out) with emphasis on:
    - Anticipated growth rates and timing of developments
    - Area specific densities
    - Projected areas of redevelopment
- Use the collected data to defined growth scenarios and associated wastewater generation modeling loads. It is anticipated that three growth scenarios will be identified:
    - Existing conditions (utilizing vacancy conditions as approved by the City)
    - General Plan 2035 (near term)
    - Ultimate Build Out (e.g., new flood solutions installed, commercial densities maximized, population target increased to projected build out).

Meetings	Model Scenario Review Meeting
Deliverables	Meeting agenda and Notes as deemed necessary by ENGINEER and City (PDF via email)

Subtask 3 – Wastewater Flow Data Analysis and Model Calibration

ENGINEER will analyze available (as provided by the City) permanent FM data, smart cover level data, and pump station FM data and conduct a dry weather flow analysis as described below:

- Modify 2014 model wastewater generation rates as deemed necessary by ENGINEER to calibrate modeled Average Dry Weather Flow (ADWF) to observed existing conditions by sewershed (areas defined as upstream of the permanent FMs). Sewer basins (within sewersheds) known to have experienced significant infill growth and reduced vacancies (i.e., downtown) will be scaled up to match recent development patterns.
- Scale the 2014 sewer basin diurnal curves by sewershed for Dry Weather Flow (DWF) to best fit existing conditions.
- Re-run the dry weather hydraulic model under the different growth scenarios with the updated wastewater generation rates and diurnal curves.

ENGINEER will analyze wet weather rain events within the flow monitoring data and modify the 2014 inflow and infiltration (I/I) hydrographs by sewershed as deemed necessary by the ENGINEER based on observed rainfall. It is assumed that the relative I/I performance of specific sewer basins (defined by previous studies and temporary flow monitoring efforts (2010-2012)) within the sewersheds will remain the same, but the overall responsiveness of the sewershed may be scaled (up/down) as deemed necessary by the ENGINEER based on the FM and rain data.

ENGINEER will run the updated hydraulic model and produce simulations of wet weather flows under the previously developed (2014 hydraulic modeling efforts) 5yr/24hr design storm for the different growth scenarios.

Meetings	None
Deliverables	None

Subtask 4 – Capacity Assessment and Sensitivity Analysis

ENGINEER will utilize the calibrated model (DWF and WWF) to produce a capacity assessment of the system consisting of the following:

- Review and update (with City input) capacity evaluation criteria.
    - Normal flow (max and min design standard depth of flow to diameter of pipe (d/D) and velocities under dry and wet conditions)
    - Surcharged, but not overflowing
    - Surcharged with overflowing (for use as priority of project implementation, may include requirements for confirmation via field certification)
- Analyze model results to identify capacity deficiencies based on agreed upon capacity evaluation criteria under the three model scenarios:
    - Existing Conditions
    - General Plan 2035 (Near Term)
    - Ultimate Build Out
- Complete a sensitivity analysis of the existing conditions model by scaling up the sewershed specific I/I response (i.e., "stress test") to match a design storm of a different duration and return frequency up to a 25-yr storm event. The results of this assessment will be a modeled maximum design storm capacity of each sewershed (i.e., max capacity = largest flow without a modeled Sanitary Sewer Overflow-SSO).

Meetings	None
Deliverables	None

Subtask 5 – Capacity Improvements Projects and Cost Estimates

ENGINEER will develop capital improvement projects (CIP) concepts to alleviate each identified hydraulic capacity deficiency and identify "next-steps" to assist the City in investigating and confirming the hydraulic capacity deficiency (i.e., field investigations). ENGINEER will produce a project description for each identified CIP project, including an overview figure (where deemed necessary to the describe the project), text descriptions, and conceptual level cost estimates.

- Develop mitigation (capital improvements) that alleviates deficiencies
    - Develop mitigation improvements (new/upsized pipes, pump station, basin transfers, etc.)
    - Run model with mitigation to confirm resolution of deficiency
    - Determine growth based trigger points (flow and/or growth based) for mitigation
    - Recommended construction timeframe and prioritization for existing system deficiencies
    - Compare mitigation recommendations to those provided in in the 2014 hydraulic model update and other more recent City CIP documents.

Meetings	Recommended CIP review Meeting
Deliverables	Meeting Agenda and Notes as deemed necessary by ENGINEER and City (PDF via email)

Subtask 6 – Wastewater Hydraulic Model Update Technical Memorandum

ENGINEER will produce a technical memorandum summarizing the project work. The purpose of this technical memorandum will be to support the City's efforts in updating the System-Wide Hydraulic Evaluation and Capacity Assurance Plan as part of the overall Sanitary Sewer Management Plan (SSMP). The intent is that the technical memorandum be included by reference to the City's SSMP, and be utilized to benefit the continued proactive maintenance of the City's wastewater collections system assets. The Wastewater Hydraulic Model Update Technical Memorandum will include the following:

- Introduction and Project Overview
- Model Update and Calibration
- Capacity Analysis and Evaluation Criteria
- Capital Improvement Plan
    - Project(s)
    - Cost(s)
    - Implementation Priority (with trigger points)
- Appendices of supporting data

Meetings	Technical Memorandum Review Meeting
Deliverables	• Meeting Agenda and Notes as deemed necessary by ENGINEER and City (PDF via email) • Wastewater Hydraulic Model Update Technical Memorandum – Draft (PDF via email) • Wastewater Hydraulic Model Update Technical Memorandum – Final (PDF and source files, 3 hard copies) • Innovyze InfoSewer Model files

ASSUMPTIONS

ENGINEER shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. CLIENT shall provide all information requested during the project, including but not limited to:

1. Access to all model files, documents, maps, computer programs, manuals, procedures, protocols, specifications, ordinances or other documentation that may assist with the identification and understanding of current management and operation of the CLIENT Sanitary Sewer Collection System.
2. Provide CLIENT specific information, documents, maps, data, etc. as deemed necessary and requested by the engineer to complete the services described herein.
3. Active participation in project meetings, interviews, and review sessions.
4. Provide meeting rooms as required.
5. Timely review and comments on submittals/deliverables (within 10 business days is assumed to maintain project schedule).

SERVICES NOT INCLUDED

Any other services not specifically defined by this scope of service are not included in this Agreement, including but not limited to the following:

- Design of Recommended Improvements
- Rate studies or any other financial analysis
- Surveying or mapping
- Flow monitoring
- Geotechnical investigations
- Field condition assessment
- Environmental review or clearances
- Obtaining any required construction permits
- Legal review of documents
- Coordination with any agency or entity other than those specifically listed
- Expert witness services

SCHEDULE

The anticipated project schedule is as follows, and shall be adjusted based on the actual Notice to Proceed provided by the CLIENT.

Subtask	Title	Duration*	Milestone Date
	Notice to Proceed (signed Agreement)		2/12/2018
	Receipt of Requested Data from City		2/26/2018
1-2	Physical Model Review and Update; Wastewater Gen. Rates & Growth Scenario Development	10 weeks	
Meeting	Model Scenario Review Meeting		5/7/2018
3-5	WW Flow Data Analysis & Model Calibration; Cap. Assessment & Sensitivity Analysis; CIPs and Cost Estimates	15 weeks	
Meeting	Recommended CIP Review Meeting		8/27/2018
6	Wastewater Hydraulic Model Update TM Draft	5 weeks	
Meeting	Review TM		11/5/18
	Receive Comments from City		11/12/18
	Final TM Delivered to City		11/26/18

*Actual durations dependent on City review and processing times.

PAYMENT

Water Works Engineers, LLC (WWE) will perform the services outlined above according to the terms of payment outlined in the Agreement. Payment for all project work shall be on Time and Expense basis not to exceed $79,987 without written consent from Client and invoiced in accordance with the Hourly Billing Rates in the following table:

Classification	Title	Hourly Rate
AA	Administrative	$99
E1	Staff Engineer	$123
E2	Associate Engineer	$151
E3	Project / Structural Engineer	$170
E4	Senior Project Engineer / Manager	$196
E5	Principal Engineer	$228
I1	Field Inspector	$133
I2	Senior Inspector	$149
I3	Supervising Inspector	$164
T1	CADD Tech 1	$84
T2	CADD Tech 2	$112
T3	CADD Tech 3	$137

Notes:
1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2018. A 3% increase will be added for any services performed in each year thereafter.

Total Budget for each task will be as follows:

Subtask	Title	Budget
	Notice to Proceed (signed Agreement)	
1	Physical Model Review and Update	$ 15,017
2	Wastewater Generation Rates and Growth Scenario Development	$ 13,742
3	Wastewater Flow Data Analysis and Model Calibration	$ 12,958
4	Capacity Assessment and Sensitivity Analysis	$ 12,278
5	Capacity Improvements Projects and Cost Estimates	$ 13,742
6	Wastewater Hydraulic Model Update Technical Memorandum	$ 12,250
	Project Total	$ 79,987

ATTACHMENTS

1	Fee Basis Spreadsheet
2	Statement of Qualifications
3	Resumes

Attachment 1: Water Works Engineers Fee Estimate

Client **City of Woodland**
Project **Wastewater Hydraulic Model Update**
Task Order No **1**
Prepared by **Tim Lewis & Mike Fisher**
Date **1/24/2018**

Hours and Fee

			Subtask 1		Subtask 2		Subtask 3		Subtask 4		Subtask 5		Subtask 6	
		Year	2018		2018		2018		2018		2018		2018	
			Physical Model Review and Update		Wastewater Generation Rations and Growth Scenario Development		Wastewater Flow Data Analysis and Model Calibration		Capacity Assessment and Sensitivity Analysis		Capacity Improvement Projects and Cost Estimates		Wastewater Hydraulic Model Update Technical Memorandum	
Water Works Engineers		**2018**	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee
Classification	**Title**	**Hourly Rate**												
AA	Administrative	$99	5	$495	2	$198	2	$198	2	$198	2	$198	4	$396
E1	Staff Engineer	$123	40	$4,920										
E2	Associate Engineer	$151	60	$9,060	80	$12,080	80	$12,080	80	$12,080	80	$12,080	70	$10,570
E3	Project / Structural Engineer	$170			4	$680	4	$680			4	$680		
E4	Senior Project Engineer / Manager	$196	2	$392	4	$784					4	$784	4	$784
Expenses														
	WWE Expenses (incl'd markup)			$150										$500
		Subtask Totals	*107*	*$15,017*	*90*	*$13,742*	*86*	*$12,958*	*82*	*$12,278*	*90*	*$13,742*	*78*	*$12,250*

Project Total	
Hours	**Fee**
533	**$79,987**

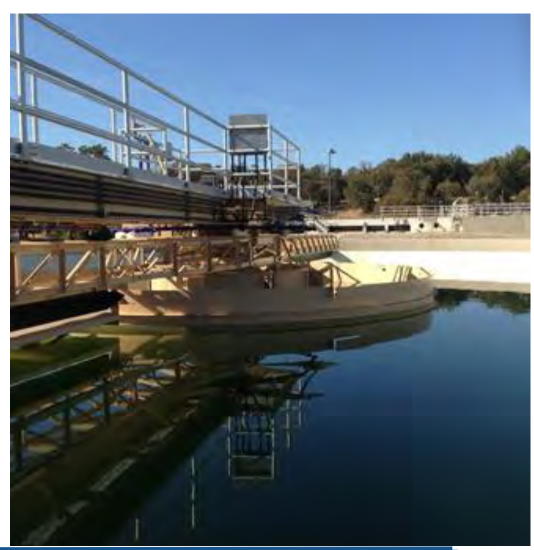
Water Works Engineers was formed in 2005 by engineers who believed that water wastewater engineering and consulting could be done a better way, by combining the best attributes of large and small engineering and consulting firms: the technical expertise and resources of large firms and the personal attention to client specific needs of small firms. ***Our vision was the formation and growth of a new kind of engineering firm, a firm built on providing exceptional client service from highly experienced engineers in a "hands-on" highly interactive and enjoyable environment.***

To accomplish our vision, Water Works Engineers provides high-level staffing on every project with a leaner overall firm structure that is focused on delivering high quality work for client-specific needs. We focus solely on water and wastewater treatment, distribution and collections infrastructure. This focus makes us efficient, keeps us up to date, and allows us to provide the highest level of service.

Since 2005, we have grown to more than 70 engineers and designers, using targeted recruitments of highly skilled individuals, with annual revenues of over $16M. Our engineering and design staff has more than 400 years of combined experience in planning, design, construction administration and operations services for water and wastewater facilities. Since the beginning, Water Works Engineers has provided our clients with efficient-high quality work on over 450 separate water and wastewater infrastructure projects. We average 80 projects a year of sizes varying from $10,000 to $50M.

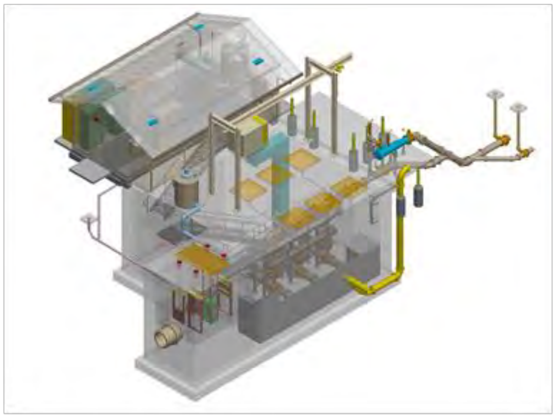
To serve our clients throughout the Western United States, Water Works Engineers has offices and employees based in Los Angeles, Redding, Roseville, San Mateo, CA, as well as Scottsdale, AZ, and Salt Lake City, UT. Water Works Engineers is licensed in many other states as well and has provided engineering for projects in many other states, including Nevada, New Mexico, Hawaii, and Oregon.

Water Works Engineers brings extensive experience in the planning and design of water and wastewater pumping, conveyance, and treatment systems. Our expertise includes both process and process-mechanical design of facilities with a broad range of size and complexity to ensure that the facility will provide long-term, reliable and cost-effective performance. We are committed to providing well thought-out projects that meet our Client's schedule and budget exceed expectations for quality, efficiency and attention to detail. Our team's principals and staff have extensive experience with facilities representing a broad range of size and complexity and continually strive to provide practical approaches to projects. Our focus and work approach allow us to provide high-quality planning and design products very efficiently.

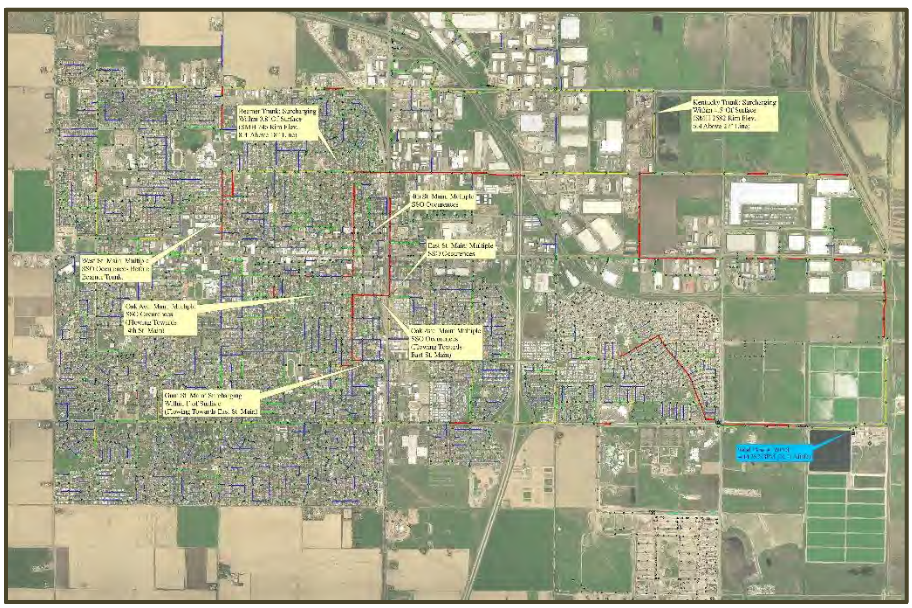


Collection and Distribution System Planning and Design

Water Works Engineers understand that the infrastructure outside the treatment plant (water distribution and wastewater collection systems) is often a City's single largest investment. We pride ourselves to deliver, on schedule and within budget, innovative and quality work products in all phases of a project. We have extensive experience in gravity and pressurized pipelines; booster pumps and lifts stations; steel and concrete storage tanks; metering and pressure reducing facilities; water quality monitoring stations; manholes and junction structures. Our experience includes 90-inch interceptor design all the way down to small backyard residential lateral and mainline replacements. We have experience with vertical turbine wet/dry well solids-handling self-cleaning sewage pumps stations, as well as smaller "duplex" and "air-pot" package stations. From 15-MGD booster pumps stations with 5-MG pre-stressed concrete storage tanks and complex water age mitigation controls to 200,000-gallon bolted steel tanks serving 50 homes via a gravity pipeline, we have the experience.



Water Works Engineers have completed water distribution computer models for large cities and 50 connection developments. These models have supported regional water supply planning efforts and simple utility connections. Our engineers have utilized multiple water and wastewater hydraulic modeling platforms (Sewer/WaterCAD, Water/SewerGEMS, InfoWater/Sewer, H2ONet, InfoWorks ICM, etc.) to complete extended period simulation computer models to analyze and identify current and future pipeline capacity upgrades, as well as develop mitigation for water quality concerns. Our planning and design efforts often facilitated the extension of utility service to communities previously not served; extended the life of existing infrastructure through rehabilitation/repair; or provided new facilities to replace aging infrastructure.



Our creativity and "big picture" vision, combined with our "hands on" construction phase experience, allows us to balance project budgets and schedule demands with the ever increasing environmental and political constraints.

Project Experience

WaterWorks is built on the vision of providing high quality, cost effective work on a consistent basis. Our team has collectively and individually strived to earn a reputation for excellence in engineering; value in project delivery; and responsiveness to our clients. Project success is measured in many ways, including the achievement of project operational goals, and meeting budget or schedule constraints, but for us, the best measurement of project success is the assessment of our work by our clients. WaterWorks is proud of our record as indicated by the development of long term working relationships that include numerous projects completed for our core clients over the last ten years. Below is a reference list of Clients for which we have provided engineering services for key projects listed in this SOQ. Please feel free to contact them and ask them about their experience with our team. We are confident that they will attest to our expertise and passion for providing quality projects, personal attention, and exceptional service. We have strived to be available and responsive in our past work with the City of Woodland and intend to continue this dedicated service.

Client	Contact	Title	Phone
City of Woodland	Chris Fong	Associate Civil Engineer	(530) 661-5844
City of Folsom	Todd Eising	Principal Utility Engineer	(916) 351-3502
South Placer MUD	Eric Nielsen	District Engineer	(916) 786-8555
Town of Colma	Abdul Hashem	Associate Engineer	(650) 757-8897
City of Scottsdale	Art Nunez	WW Services Director	(480) 312-8724
City of Prescott	Jeff Low	Capital Projects Manager	(928) 777-1643
Salt Lake City DPU	Giles Demke	SLCWRF CI Manager	(801) 799-4080

The following section identifies representative projects completed by the key Engineers and Design Technicians proposed for the WaterWorks team. These projects establish each team member's qualifications and technical experience to complete the work associated with their role in the project. A complete and thorough listing of each team member's experience is included in their resumes attached to this proposal.

City of Woodland, CA

Team Members: Mike Fisher, Joe Ziemann, Anthony Baltazar, Tim Lewis

WaterWorks built and calibrated the City of Woodland hydraulic model using Innovyze InfoSewer. Our team's services included design, CM, testing, calibration, data capture and analysis for three permanent flow meters and 20 temporary sites. WaterWorks analyzed the model under current and future growth scenarios; identified necessary improvements; and developed detailed cost estimates for those improvements. The team then designed and saw through construction lining of the deteriorated 30" to 48" RCP trunk segments with segmental PVC liner reducing I&I by more than 1 MGD at the WWTP. Current and past similar project experience with the City includes:

- 2016-2046 General Plan Hydraulic Model Update and Master Plan Review, 2014-2015
- Sewer Main Inspection and Assessment Services, 2014
- Wastewater Collection System Hydraulic Model Update, 2013-2014
- WWCS Condition Assessment and Capital Improvement Planning Module, 2012
- Wet Weather Flow Monitoring, 2011
- Sewer System Management Plan Development, Audit and Update, 2009 - 2012

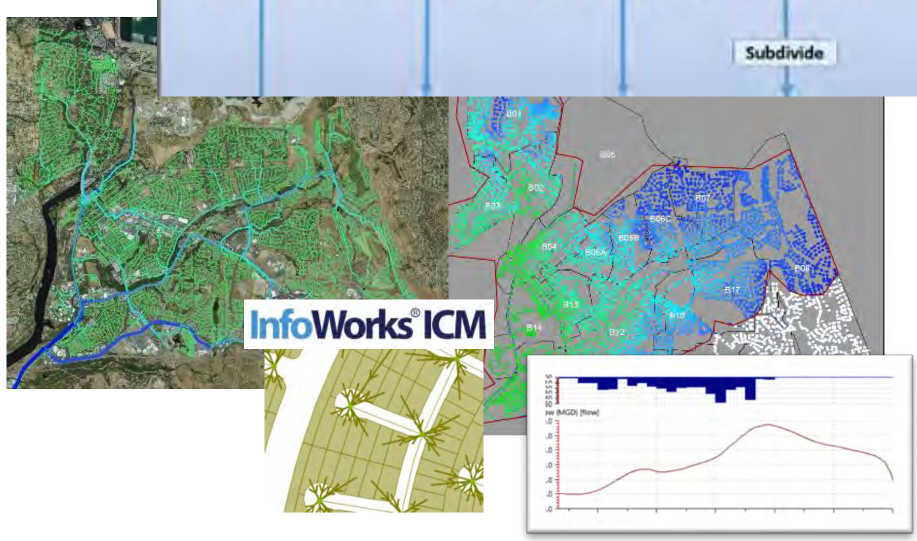
Hydraulic Evaluation & Capacity Assurance, City of Folsom, CA

Team Members: Mike Fisher, Joe Ziemann, Anthony Baltazar, Tim Lewis

Located at the foot of the historic Folsom Dam, the City of Folsom owns and operates a sewer collection system that is atypical of most California municipalities. The collection system traverses 20 square miles of rolling hills and a 500-foot elevation change, bridge crossings of the American River Canyon, collects flows from Folsom State Prison, and is expanding coverage by 25% due to rapid development.

WaterWorks prepared a system-wide hydraulic evaluation and capacity assurance plan (SECAP) for existing and future development scenarios, including creation of a new GIS-based collection system hydraulic model in Innovyze InfoWorks-ICM version 7.0. The basis for the model was the City's 2007 InfoWorks—CS hydraulic model files which WaterWorks converted and updated to the latest Innovyze software. WaterWorks bridged the gap that exists between planning and utility departments by translating the new City General Plan into practical sewer growth models that are grounded in constructive workshop feedback and transparent coordination between departments. Water Works Engineers also organized and produced the SECAP in a manner easily adapted to support both planning/design staff and O&M staff. The City utilized the results of the SECAP update project to prioritize capital improvements and enhance proactive maintenance of the City's wastewater collection system assets to meet regulatory-driven requirements. Our range of services on the project included:

- Planning, design and CM of 17 sewer basin specific permanent flow meter sites.
- Review previous master plans, memos, hydraulic models, and updated the physical hydraulic model in GIS to accurately portray existing conditions (4" - 54" pipes).
- Produce parcel-by-parcel sewer loads calibrated to existing dry weather flow monitoring and scaled up to meet General Plan and Ultimate Build Out development scenario requirements.
- Input and build new InfoWorks ICM 7.0 hydraulic model, calibrated with permanent wet weather flow monitoring and rain fall data.
- Ran peak wet weather flow hydraulic scenarios based on a chosen design storm.
- Conducted capacity assessment and sensitivity analysis (by loading the model with increasing design storms) and stressing the collection system model to identify constraints.
- Updated the City's list of capital improvement projects and prioritized basins for additional Inflow/Infiltration reduction studies and mitigation measures that maximize efficient use of the City's budget.



South Placer Municipal Utility District, Placer County, CA

Team Members: Mike Fisher, Joe Ziemann, Anthony Baltazar, Tim Lewis

WaterWorks developed a wastewater collection system model using InfoSewer GIS based dynamic modeling software. Water Works evaluated ultimate build-out flows, identified deficiencies, and prioritized needed improvements with development trigger points for scheduling work. Our team's services included review of existing permanent and temporary flow meter program and data analysis for four permanent flow meters and 8 temporary sites. Current and past similar project experience with the District includes:

- On-Call Hydraulic Modeling in Support of Updated Build-Out Projects 2015-current
- System Evaluation and Capacity Assurance Plan (SECAP) and Master Plan Update, 2015
- WW Temporary Flow Monitoring Study, 2014
- WW Collection System Hydraulic Model, 2012-2013

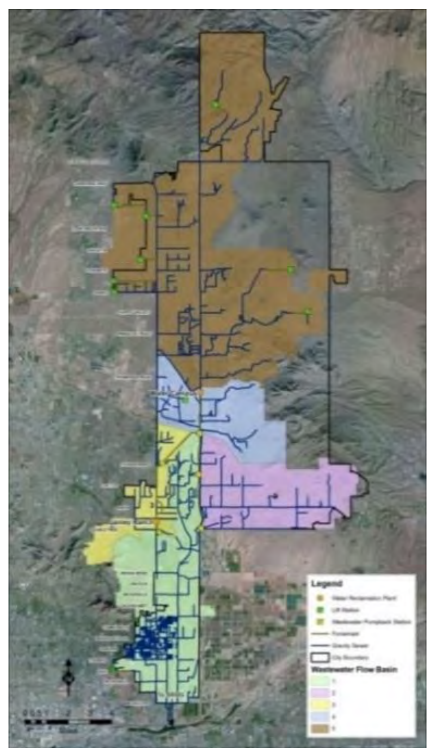
Town of Colma, CA

Team Members: Mike Fisher, Joe Ziemann, Anthony Baltazar, Tim Lewis

WaterWorks is currently developing a wastewater collection system model using InfoSewer GIS based dynamic modeling software. WaterWorks is evaluating the proposed Town General Plan Update for existing and ultimate build-out flows, identification of deficiencies, and prioritization needed improvements with development trigger points for scheduling work. Our team's services include installation and analysis of eight temporary flow meter sites and calibration of the hydraulic model based on this date. WaterWorks is conducting sensitivity analysis of various development scenarios and storm events (6-hr/10-yr, 24-hr/10-yr, 6-hr/25-yr, 24-hr/25-yr, etc.) to determine the maximum capacity of the existing and proposed system.

Scottsdale Wastewater and Reuse Water Master Plan, AZ

Team Members: Mike Fisher, Anthony Baltazar



WaterWorks provided master planning services for the City of Scottsdale wastewater collection, conveyance, treatment and effluent management systems. For each of these systems, a review was performed, scenarios were developed and evaluated, and recommendations were made through the planning horizon of 2035. A new approach to design storm development and rainfall derived infiltration and inflow (RDII) modeling were used, which included both rain gauge data and radar data with 1 km granularity. This method provided more accurate estimates of RDII peaking factors and provided insight into the cost/benefit of rehabilitation programs. Effluent management was considered as it relates to reuse and recharge needs as well as long-term water resource planning in the City. The Master Plan also included the evaluation of flow balancing between the east leg and west leg pumpback systems that resulted in the development of operational recommendations to balance the wastewater conveyance between the two legs.

Prescott Roadmap, AZ

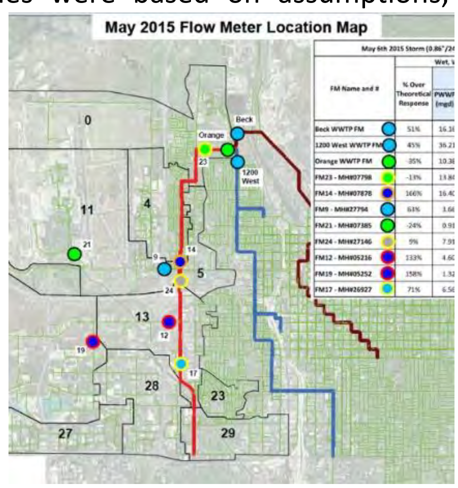
Team Members: Mike Fisher, Anthony Baltazar

The City of Prescott's intent was to develop a strategy that allows the highest level of flexibility in the operation of their sewer collection and treatment system, based on an analysis of centralized versus decentralized wastewater treatment concepts under various dry and wet weather conditions. WaterWorks reviewed the existing Master Plans and performed hydraulic analyses to update the input data and confirm various growth / development scenarios. The findings were compiled in a stand-alone "Road Map" document that specifies required components, activities and trigger points for potential conversion from a decentralized to a centralized system. The Road Map included timelines, costs and operational implications anticipated for each component.

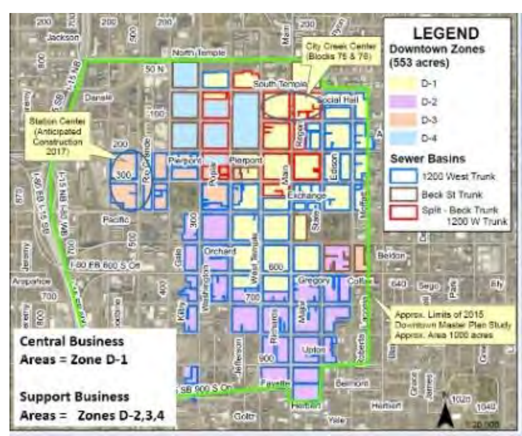
West Side Sewer Collection Master Plan, Salt Lake City, UT

Team Members: Mike Fisher, Joe Ziemann, Anthony Baltazar, and Tim Lewis

WaterWorks team completed capacity analysis for the SLCDPU to confirm which of the West Side collection system capacity deficiencies and improvement project triggers identified in the 2010 Master Plan were still applicable, and identify new deficiencies created by updated development plans. The 2010 Master Plan recommended a number of improvement projects for addressing current and projected "2060 build-out" flows. The Master Plan provided a summary of recommended projects, associated estimated costs and timeframes for implementation. However, the recommended improvements and timeframes were based on assumptions, estimates and "triggers", that had changed since the Master Plan was written. These changes included development and planning for the SLC International Airport, Downtown area densification alternatives, and the Northwest Quadrant (NWQ), as well as the fast track planned development of a new State Correctional Facility in the NWQ. Updated data had also been collected since the publishing of the Master Plan, which included updated flow data for critical sections of the West Side collection system.



To complete the assessment, WaterWorks ported the 2010 Master Plan sewer hydraulic model from the discontinued Innovyze InfoWorks-CS software into the latest InfoWorks-ICM program. WaterWorks updated the hydraulic model flow inputs and used it extensively to determine the effects of the developments, and locate sites for new improvements. The analysis confirmed West Side collection system deficiencies and underscored the urgency of implementing several of the recommended improvements soon, to prevent surcharging within the collection system. Additional system deficiencies were also identified.



Project Role

Senior Engineer/
Project Manager

Years of Experience

21

Education

B.S. – Civil/Env. Engineering,
California State Polytechnic
University, San Luis Obispo

Registration

Professional Engineer (Civil):
California C67194

Credentials

California Water Environment Association (CWEA) SSO-WDR subject matter expert

CWEA Board of Directors, Director at Large (North)

Author - CVCWA/BACWA SSO Response BMP Manual

Guest Lecturer – CSU SAC & Cal-Poly SLO on Trenchless Technologies

Certified NASSCO Pipeline and Manhole Assessment Trainer

Certified NASTT Pipe Bursting and CIPP Design Best Practices

MIKE FISHER, P.E.

Senior Civil/Sanitary Engineer

Representative Project Experience

Salt Lake City Department of Public Utilities Sewer Collection Master Plan Projects Implementation (Assessment/Preliminary Design) As a Senior Project Engineer, Mr. Fisher analyzed existing and future build out sewer flows using hydraulic modeling software to identify capacity deficiencies and led efforts to develop and size wastewater infrastructure improvements to eliminate these deficiencies. One potential alternative included analysis of gravity and pressurized pipeline size, alignment and construction methodology alternatives that included horizontal direction al drilling (HDD) and microtunneling to minimize construction impacts and cross the Jordan River.

City of Folsom System Evaluation and Capacity Assurance Plan Update (SECAP 2016) (Assessment) Mr. Fisher was the project manager for a new, fully dynamic hydraulic model for the City of Folsom sanitary sewer collection system which included the following tasks: physical data quality review, quantification of existing and future system flows using land use GIS data based on updated general plan information, development of adjustable spatial sewage flow assignment methods, establishment of modeling scenarios and dynamic simulation parameters in Innovyze InfoWorks ICM, analysis of flow data and development of sewer basin specific infiltration and inflow rates, analysis of simulation results, and model calibration. This analysis is needed to confirm capacity-related design criteria to be utilized later in the overall project to identify, evaluate, recommend preferred improvements to the City's collection system.

City of Woodland General Plan WW Model Review – Woodland, CA (Assessment) Water Works Engineers assisted the City of Woodland (City) in updating the wastewater capacity assessment portion of its General Plan, including potential developments and zoning modifications. The City required analysis of the effect of these potential changes on the wastewater infrastructure. WaterWorks updated the City's wastewater hydraulic model to account for the proposed changes; identified infrastructure improvements necessary to support the planning efforts; and developed detailed cost estimates for those improvements (both for existing and future conditions).

South Placer Municipal Utility District - WW Collection System Long Term Capacity Assurance Study, Rocklin CA (Study) Mr. Fisher was the Project Manager that oversaw the wastewater collection system modeling using InfoSewer GIS based dynamic modeling software. Water Works evaluated ultimate build-out flows, identified deficiencies and prioritized needed improvements, with development trigger points for scheduling work.

Hawaii Water Service Company Wastewater Hydraulic Model –, Pukalani, HI (Model/GIS) As Project Manager, Mr. Fisher oversaw the development of the GIS and dynamic hydraulic model (GIS based InfoSuite-Sewer, 1000 pipes) to evaluate current and future build-out needs. Utilized model results in conjunction with available condition data to identify near-term capital improvements and set budgeting amounts for future capacity needs and likely condition related deterioration using "Risk" of failure mathematical algorithms based on pipe age, material, depth, size, etc.

City of Woodland Sewer Main Inspection and Assessment Services – Woodland, CA (Assessment) As Project Manager, Mr. Fisher was responsible for the Water Works and PropPipe team completing 3-dimensional scanning and traditional CCTV video inspection of over 50,000-LF of large diameter (24 to 30-inch) wastewater collection system trunk lines for the City of Woodland. Services included planning; scheduling; field set-up; encroachment permitting; traffic control; hydro-vac line cleaning; 3-dimensional scanning with IBAK Panoramo inspection system; traditional CCTV video inspection; NASSCO PACP defect coding; condition assessment; repair methodology recommendations; capital project development and costing; and overall project quality control.

City of Folsom Sanitary Sewer Evaluation Study and Hydraulic Model –Folsom, CA (CCTV/Software/GIS) Mr. Fisher was the Project Manager responsible for completing an evaluation of more than 200,00 linear feet of existing sanitary sewer pipe using smoke testing, dye testing, flow monitoring, CCTV and visual inspection.

EBMUD - Upcountry Facilities CA and SECAP - Pardee and Comanche Reservoir, CA (CCTV/Master Plan/GIS) As a project engineer, Mr. Fisher prepared a comprehensive condition assessment, system evaluation and capacity assurance plan, development of comprehensive time-phase CIP and GIS based asset management system.

South Placer Municipal Utility District, Wastewater Hydraulic Model –Rocklin, CA (Model/GIS) As Project Manager, Mr. Fisher oversaw development of the District's dynamic hydraulic model (GIS based InfoSuite-Sewer, 6000 pipes) to evaluate current and future build-out needs. Utilized model results to compare and confirm previously identified near-term capital improvements and set budgeting amounts for future capacity needs and likely condition related deterioration using "Risk" of failure mathematical algorithms based on pipe age, material, depth, size, etc. Services included recommended updates to the District's local residential capacity impact fee for new connections.

Yosemite Valley and El Portal CA and SECAP - El Portal, CA (CCTV/Master Plan/Model/GIS) As a project engineer, Mr. Fisher prepared a **comprehensive** condition assessment, system evaluation and capacity assurance plan, and development of comprehensive time-phase capital improvement program, including H2OMap - Sewer -3000 Pipe Model.

City of Roseville Wastewater Condition Assessment –Roseville, CA (CCTV/CIP Planning) As Project Manager, Mr. Fisher was responsible for 200,000 LF CCTV, condition assessment and capital improvement plan development, developed comprehensive GIS based condition assessment and capital improvement planning module.

Sewer Drainage Area Capacity Assessment and Master Plan Update - Lincoln, CA (CCTV/Model) – Mr. Fisher was a Project Engineer for Integration of collection system condition assessment and capacity needs with existing GIS based dynamic flow model (H2OMap – Sewer – 3000 pipes)

South Placer Municipal Utility District Loomis Diversion Final Design and Permitting – Loomis, CA (Planning/Design/Permitting/CM) Mr. Fisher provided final design, environmental permitting, right-of-way, temporary and permanent easement procurement, and construction phase services oversight for 7,250-LF of 15" and 18" gravity sewer from Loomis to Rocklin, CA. The project included work in close proximity and across sensitive environmental areas; two trenchless crossings (Interstate 80); and significant public outreach and consensus building with residents affected by alignment.

Oakland Army Base Sewer Assessment- Oakland, CA (CCTV/Model) Mr. Fisher was the Project Manager for the Capacity assessment in model that was used also for expansion of and integration with existing model.

Project Role
Project Engineer

Years of Experience
12

Education
M.S. – Environmental Engineering, Lehigh University

B.S. - Environmental Engineering, Lehigh University

Registration
Professional Engineer (Civil): California #76172

NASSCO Certified Pipeline Inspection

Memberships
CWEA
Sacramento Area Section

Technical Paper
"Best Management Practices for Sanitary Sewer Overflow Reduction Strategies" – Section 7: Condition Assessment, Life Cycle Costs, and Capital Improvement
Subject Matter Contributor – CVCWA / BACWA, November 2009

JOE ZIEMANN, P.E.
Civil/Sanitary Engineer

Representative Project Experience

City of Folsom System Evaluation and Capacity Assurance Plan Update (SECAP 2016) (Assessment) Mr. Ziemann led technical work for a new, fully dynamic hydraulic model for the City of Folsom sanitary sewer collection system which included the following tasks: physical data quality review, quantification of existing and future system flows using land use GIS data based on updated general plan information, development of adjustable spatial sewage flow assignment methods, establishment of modeling scenarios and dynamic simulation parameters in Innovyze InfoWorks ICM, analysis of flow data and development of sewer basin specific infiltration and inflow rates, analysis of simulation results, and model calibration. This analysis is needed to confirm capacity-related design criteria to be utilized later in the overall project to identify, evaluate, recommend preferred improvements to the City's collection system.

City of Woodland Sewer System Hydraulic Model and Master Plan – Woodland, CA
Mr. Ziemann was involved with all phases of the hydraulic model development process, which included the following tasks: setup of the physical model within Innovyze InfoSewer based on existing sewer collection system GIS data, physical data quality review, quantification of existing and future sewer system flows using land use GIS data, development of adjustable spatial sewage flow assignment methods, establishment of modeling scenarios and dynamic simulation parameters, analysis of flow data and development of sewer basin specific infiltration and inflow rates, analysis of simulation results, and model calibration. Mr. Ziemann assisted with integration of the hydraulic modeling process into the City's System Evaluation and Capacity Assurance section of their Sewer System Management Plan (SSMP) and developed processes and procedures for the City's continued use of the model by the technology and engineering departments.

Wastewater Condition Assessment and Capital Improvement Planning (CA&CIP) Software Module development and Implementation – Roseville, and Woodland, CA
Mr. Ziemann was involved with development of the CA&CIP software module data acquisition, data analysis, and user interface design. The CA&CIP module collects and analyzes data from sources including CCTV inspection databases, computerized maintenance management systems, and hydraulic model databases, and uses a customizable risk of failure algorithm to process this data and prioritize capital improvement projects through a GIS based interface.

City of Folsom Sewer Flow Metering Improvements – Folsom, CA Mr. Ziemann developed construction plans and specifications for the replacement of sewer flow meters at the City's 17 existing collection system flow monitoring sites, and also for the installation of three new sites that were needed to identify flows in areas of concern. Mr. Ziemann assisted with the initial calibration of the sites to ensure that high quality data is collected on a regular basis.

State Prison Medical Facility Site Utility Assessment – Stockton, CA Mr. Ziemann **c**onducted preliminary analysis for a proposed 1,500 bed prison health care facility planned to be built on an existing prison site. An analysis of the capacity of the existing utility infrastructure to support the new facility was conducted, and various alternatives were developed for on-site improvements and service of the facility by existing public utility infrastructure.

Sierra Army Depot Water Distribution System Hydraulic Model – Herlong, CA
Developed a GIS-based hydraulic model of the Army Depot's water storage and distribution system based on a combination of AutoCAD and hard copy maps. Mr. Ziemann developed water use estimates for each major water service connection in the system, including conceptual diurnal demand patterns. The hydraulic model was run, and then further calibrated to correlate with both anecdotal evidence of historical system performance, and hydrant testing results. Mr. Ziemann developed a water storage and delivery improvement alternatives analysis to address water storage shortfalls based on California Department of Public Health requirements, and the Depot's desire to eliminate elevated storage in favor of below-grade storage and delivery while improving system pressures in problem areas.

Sewer Trunk Line Rehabilitation Alternatives Analysis and Design – Woodland, CA Mr. Ziemann assisted the City CCTV inspection crews with the completion of NASSCO PACP condition assessment of three thousand (3,000) feet of 36-inch diameter trunk line and four thousand (4,000) feet of the 48-inch diameter trunk line directly upstream of the City's wastewater treatment plant. Analysis of the data included a risk assessment quantifying probability of failure and criticality of failure criteria. Mr. Ziemann conducted an alternatives analysis to determine the most cost-effective rehabilitation method, and was involved with preparation of the construction documents and specifications for the rehabilitation project.

City of Folsom Manhole Rehabilitation Project - Folsom CA Mr. Ziemann developed specifications for the rehabilitation of manholes in poor structural condition and with severe groundwater leakage, as identified by the City's inspection program. Groundwater infiltration was stopped using the application of hydrophilic chemical grout, and a corrosion-resistant cementitious spray-applied liner was then installed. Mr. Ziemann provided field inspection services to ensure that the products were applied to specification to provide the maximum lifecycle for the project.

Lawrence Berkeley National Labs SSPM Implementation Engineering Services - Berkeley, CA Mr. Ziemann provided engineering services to assist with implementation of certain portions of the 2013 LBNL Sewer System Management Plan (SSMP). In particular, Water Works provided assistance with implementation of select portions of the following: 1. SSMP Element iv - Operations and Maintenance Program; 2. SSMP Element viii - System Evaluation and Capacity Assurance Plan (SECAP); 3. SSMP Element ix - Monitoring, Measurement and Program Modifications; and 4. SSMP Element x - SSMP Program Audits. Water Works completed all updates to LBNL's SSMP based on audit results.

City of Folsom Water Meter Database Development - Folsom, CA Mr. Ziemann and the project team met with City staff responsible for implementation of the City's fixed network water meter data collection and billing operation over a period of several months to understand the challenges the City was facing in managing and analyzing the fixed network system and data. Mr. Ziemann worked with a programming subconsultant to develop a Microsoft Access database to store the City's water meter data. Mr. Ziemann developed the database architecture and functional schema to meet the City's needs in terms of reducing workload on City Staff, streamlining data sharing between multiple City data sources (GIS, SharePoint, Sungard billing system, fixed network data sever), and providing automated queries to maximize the utility of the data being collected.

Hawaii Water Service Company Wastewater Hydraulic Model – Pukalani, HI (Model/GIS) Mr. Ziemann assisted with the development of the GIS and dynamic hydraulic model (GIS based InfoSuite-Sewer, 1000 pipes) to evaluate current and future build-out needs. Utilized model results in conjunction with available condition data to identify near-term capital improvements and set budgeting amounts for future capacity needs and likely condition related deterioration using "Risk" of failure mathematical algorithms based on pipe age, material, depth, size, etc.

TIM LEWIS, PE

Civil/Sanitary Engineer in Training

Project Role
Project Engineer/ Hydraulic Modeler

Years of Experience
3.5

Education
B.S. - Civil Engineering, University of California at Davis

Registration
Professional Engineer (Civil): California #88367

Representative Project Experience

Salt Lake City – Wastewater Collection System Improvements (Planning) Mr. Lewis assisted in analyzing existing flow monitoring data and its viability for helping to develop unit hydrographs to be used in the City's hydraulic sewer model. This analysis is needed to confirm capacity-related design criteria to be utilized later in the overall project to identify, evaluate, recommend, select, design and see through construction of preferred improvements to the City's collection system. Mr. Lewis's work on this project included hydraulic analysis of several improvement alternatives using Innovyze InfoWorks ICM dynamic hydraulic modeling software.

South Placer Municipal Utility District Caltrans Requested Trunk Sewer Relocation Project (Planning/Design/SDC) Mr. Lewis provided Preliminary Engineering and PS&E for approximately 390-LF of new 54" gravity FRP pipe with sealed FRP manholes and custom FRP transition fittings as part of a utility relocation project majority funded and required by Caltrans for the east Roseville viaduct improvements/widening project to State Route 65. The project entailed replacing 42" gravity pipe with 54" gravity pipe, reconnecting with additional facilities, and installing a flexible, porous paved access road within Caltrans right of way adjacent to Antelope Creek and underneath the SR 65 viaduct.

City of Folsom System Evaluation and Capacity Assurance Plan Update (SECAP 2016) (Assessment) Mr. Lewis provided PS&E by producing a new, fully dynamic hydraulic model for the City of Folsom sanitary sewer collection system which included the following tasks: physical data quality review, quantification of existing and future system flows using land use GIS data based on updated general plan information, development of adjustable spatial sewage flow assignment methods, establishment of modeling scenarios and dynamic simulation parameters in Innovyze InfoWorks ICM, analysis of flow data and development of sewer basin specific infiltration and inflow rates, analysis of simulation results, and model calibration. This analysis is needed to confirm capacity-related design criteria to be utilized later in the overall project to identify, evaluate, recommend preferred improvements to the City's collection system.

City of Woodland Sewer System Hydraulic Model and Master Plan Updates – Woodland CA (Assessment) Mr. Lewis was involved with hydraulic model development process, which included the following tasks: upgrading the existing physical sanitary sewer system within Innovyze InfoSewer, physical data quality review, quantification of existing and future sewer system flows using land use GIS data, development of adjustable spatial sewage flow assignment methods, establishment of modeling scenarios and dynamic simulation parameters, analysis of flow data and development of sewer basin specific infiltration and inflow rates, analysis of simulation results, and model calibration.

City of Folsom Sewer Flow Meter Replacement Project CM – Folsom, CA (CM) Construction management and construction inspection services for the Sewer Flow Meter Replacement Project, which included replacement of existing permanent system-wide flow meters at seventeen (17) different locations across the City. Mr. Lewis provided construction inspection on this project.

South Placer Municipal Utility District Loomis Diversion Sewer Project Loomis, CA (Planning/Design/SDC) Mr. Lewis provided Preliminary Engineering and PS&E for the approximately 7200-LF of new 15” to 18” open-trench gravity sewer pipe with two trenchless crossings at I-80 to Horseshoe Bar Rd, along Brace Rd, and terminating at the end of Dias Lane where it connects with existing SPMUD facilities. Services included planning; design; environmental permitting; ROW procurement; survey; geotechnical investigation; and trenchless construction methods.

Ventura & Ferry Streets Sewer Replacement City of Anderson, CA (Design/SDC) Mr. Lewis assisted in the planning, design and construction phase oversight for the City of Anderson (City) Ventura and Ferry Street Sewer Replacement Project. The project was funded by Community Development Block Grant (CDBG) from the Department of Housing and Community Development Grant No. 13-CDBG-8968 and included: *Replacement of 455’ of 6-inch sewer line on Ventura Street from North to Ferry Street; *Replacement of 970’ of 6-inch sewer line on Ferry Street from Ventura to Martha Street; and *Installation of new sanitary sewer manholes and reconnection of existing service connections. Water Works team provided survey, geotechnical, environmental, civil and structural design services

South Placer Municipal Utility District Foothill Trunk Sewer Replacement Rocklin, CA (Planning/Design/SDC) Mr. Lewis provided Preliminary Engineering and PS&E for approximately 2275-LF of new 24” gravity pipe from El Don Road, west along backyard easements adjacent to perennial creek/wetland, across the City of Rocklin/Placer County line, across Aguilar Rd., terminating west of the Creekside Village Apartment complex where it connects to the SPMUD Lower Secrete Ravine Trunk Line. Services included planning; design; environmental permitting; geotechnical investigation; ROW procurement; trenchless feasibility assessment; survey; and services during construction.

San Jose Water Company Lake Ranch Project - Santa Clara County, CA (Design) Mr.Lewis assisted with the design of the above-ground 700-lf 12” HDPE North Dam outlet pipe and continuous concrete pipe support base and buried 400-lf dual 4” and 16” HDPE South Dam outlet pipes with siphons. A priming system and air scavenging system was designed for one siphon. An emergency overflow pipe was also designed for complete drainage of the lake per Division of Safety of Dams (DSOD) standard time requirements

City of Shasta Lake Wastewater Treatment Plant Upgrades (Planning/Preliminary Design)
Mr.Lewis assisted in the planning and design phases for the City of Shasta Lake Wastewater Treatment Facility. This project includes upgrading the plant capacity to meet buildout flows via various improvements including headworks improvements; new aeration basins, oxidation basins, clarifiers, disinfection treatment, and conveyed via various new pump stations and yard piping. Mr. Lewis was particularly involved with developing wastewater flow projections for buildout conditions and the preliminary design of the two pump stations. Water Works team provided survey, environmental, civil design services.

Roseville Environmental Utilities Sanitary Sewer Master Plan (SSMP) Audit – Roseville, CA (Planning) Mr. Lewis provided engineering services in conducting a semi-annual internal audit of the City’s SSMP to measure compliance with the State Water Resources Control Board (SWRCB) Order No. 2006-0003, for the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDR), including approved updates and revisions. The audit evaluated the City’s effectiveness in meeting these requirements and identified SSMP enhancements to address any noted deficiencies.

South Placer Municipal Utilities District SOP for Hydrovac (Planning) Mr. Lewis assisted in the development with training and implementation of South Placer Municipal Utility District's (SPMUD) Standard Operation Procedure (SOP) for their combination sewer cleaning equipment (Hydrovac). The California State Water Resources Control Board (SWRCB) has required all public entities to comply with the terms outlined in Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDR), including subsequent approved updates and revisions to this Order.

WATERWORKS ENGINEERS

ANTHONY BALTAZAR, PE

Civil/Sanitary Engineer

Project Role

Project Engineer/ Hydraulic Modeler

Years of Experience

4.5

Education

B.S. - Civil Engineering, University of California at Davis

Registration

Professional Engineer (Civil): California C87494

Representative Project Experience

Salt Lake City – Wastewater Collection System Improvements (Planning) Mr. Baltazar assisted in analyzing existing flow monitoring data and its viability for helping to develop unit hydrographs to be used in the City's hydraulic sewer model. This analysis is needed to confirm capacity-related design criteria to be utilized later in the overall project to identify, evaluate, recommend, select, design and see through construction of preferred improvements to the City's collection system. Mr. Baltazar's work on this project included hydraulic analysis of several improvement alternatives using Innovyze InfoWorks ICM dynamic hydraulic modeling software.

Town of Cave Creek, - Master Plan Update, Cave Creek, AZ (Planning) Mr. Baltazar assisted in the development of a Wastewater Collection System Master Plan Update and a wastewater collection system model using InfoSewer 7.6 wastewater modeling software. Within GIS, the existing physical model was updated through data collection and review. Hydraulic modeling of the Town's system was conducted using dry and wet weather flow data to refine the model and define capacity limitations and design flows. The results of the hydraulic model were used to update the Master Plan, which summarized anticipated growth impact and recommended improvements to existing facilities.

Silver Springs Wastewater Lift Station Evaluation and Water System Hydraulic Model – Shingle Springs, CA (Planning) Mr. Baltazar completed an evaluation of the proposed water distribution system for TLA Engineering and Planning, Inc.'s Silver Springs development. This included design criteria, hydraulic modeling, and distribution system improvements to meet projected water demands for each phase of the project. The evaluation was completed using Innovyze's InfoWater hydraulic modeling software.

City of Folsom - Plan Area Sewer Master Plan Update, Folsom, CA (Design/Planning) Mr. Baltazar assisted in the design criteria, hydraulic modeling, and sewer system improvements to meet the sewage collection and conveyance demands of the approved FPA Specific Plan Land Use. The FPA is a mixed use master planned development area south of Highway 50 in Folsom, CA. The project contemplates the phased development of sewer infrastructure to convey up to 6.9 MGD Average Dry Weather Flow (ADWF) and 15.88 MGD Peak Wet Weather Flow (PWWF). The original FPA specific plan included two lift stations; however, working with the Developers, Water Works and the City identified a design revision that eliminated one of the stations. This sewer master plan was completed to support project level environmental documents needed for the proposed development.

City of Sunnyvale – Lawrence Expressway Sewer Condition Assessment & PDR, Sunnyvale, CA (Planning) Mr. Baltazar assisted in the NASSCO-PACP and MACP condition assessment and analysis of approximately 50,000 linear feet of sewer trunk main located under the City's Lawrence Expressway. As a critical pipe for carrying sewage to the City's treatment plant, identifying any deficiencies, sources of infiltration and inflow, and other findings from the condition assessment were integral for making recommendations. Anthony assisted in site investigation(s), condition assessment(s), and development of Preliminary Design Report.

City of Woodland Sewer System Hydraulic Model and Master Plan Updates – Woodland CA (Assessment) Mr. Baltazar assisted with hydraulic model development process, including flow monitoring data quality review, quantification of existing and future sewer system flows using land use GIS data, development of adjustable spatial sewage flow assignment methods, establishment of modeling scenarios and dynamic simulation parameters, analysis of flow data and development of sewer basin specific infiltration and inflow rates, analysis of simulation results, and model calibration.

South Placer Municipal Utility District – Water Quality Monitoring Program, Rocklin, CA (Planning) Mr. Baltazar was the Project Engineer for providing engineering services to assist SPMUD with reviewing, recommending enhancements and updating SPMUD's Water Quality Monitoring Program (WQMP). The WQMP describes the protocols used by SPMUD to assess potential impacts of Sanitary Sewer Overflows to surface waters of the state. As a necessary component for compliance with the RWQCB's SSS-WDR requirements, the WQMP was updated to ensure SPMUD's SSMP is compliant in this respect.

City of Folsom Easton Valley Parkway Lift Station – Folsom, CA (Design) Mr. Baltazar provided analysis and modeling on the design for the Folsom Plan Area Easton Valley Parkway Sewer Lift Station and Forcemain. The project included design of a 3MGD duplex submersible pump station with provisions to increase to 7 MGD at build-out. Site improvements included MCC, SCADA and emergency generator building; odor control; by-pass pumping connections; and approximately 3000-LF of forcemain, with two elevated creek crossing and a 300-LF auger bore and jack crossing of Highway 50 (eight lanes of traffic). Unique features of the project included analysis of multiple lift station design options, including vertical turbine solids handling pumps versus a grinder with submersible N-series Flygt pumps versus dry/wet pit submersible pumps We also compared absorbent, air scrubber, and bio-filters to identify the odor control device that best met the long term needs of the site.

San Mateo County – Response to NOV from Regional Water Quality Control Board, Redwood City, CA (Report) Water Works Engineers assisted the County of San Mateo by developing a technical report to respond to a Notice of Violation of the SSS-WDR from the Regional Water Quality Control Board. The project was completed on an accelerated schedule to meet the response timelines required by the RWQCB. Mr. Baltazar assisted in the preparation of Technical Report as required by Notice of Violation (NOV) for submittal to RWQCB.

City of Sacramento – SSMP Internal Audit, Sacramento, CA (Planning) Mr. Baltazar was the Project Engineer for the development of an audit of the City of Sacramento's Sewer System Management Plan. WWE performed a review of the City's documents relating to their SSMP to assist in identifying compliance with requirements from the SSS-WDR. The audit evaluated the City's effectiveness in meeting these requirements and identified SSMP enhancements to address any noted deficiencies.

City of Shasta Lake – SSMP Update, Shasta Lake, CA (Planning) Mr. Baltazar was the Project Engineer for providing engineering services to review and update the City of Shasta Lake's SSMP. WWE reviewed two previously completed internal audits of the City's SSMP, as well as an external audit. SSMP revisions were made to address "gaps" identified in these audits, as well as any additional operational enhancements identified by WWE. The City's SSMP was updated to ensure compliance with any existing or recently updated SSS-WDR requirements.

South Placer Municipal Utility District – Loomis Diversion Line Route Study, Loomis CA (Assessment) Mr. Baltazar assisted in the assessment of the new wastewater infrastructure to divert flow off of South Placer Municipal Utility District (SPMUD) Loomis Trunk Line, including gravity pipeline and appurtenant sanitary sewer manholes (SSMHs), and potentially new sewer pump station and forcemain. Water Works identified, analyzed, compared alternatives and recommended a preferred alignment for the SPMUD Loomis Diversion Line, approximately 8000-LF of 18" gravity pipe and/or potentially a new sewer lift station & approximately 1000-LF of forcemain.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CONSULTANT AGREEMENT WITH WATER WORK ENGINEERS IN THE AMOUNT OF $79,987 WITH A 10% CONTINGENCY FOR SEWER COLLECTION SYSTEM HYDRAULIC MODEL UPDATE, CIP 08-35

WHEREAS, the City of Woodland approved the FY18 Capital Budget and included CIP 08-35 as part of the Capital Budget (the "Project"); and

WHEREAS, the City has identified the update to the Sewer Collection System Hydraulic Model to be a priority.

WHEREAS, the City has the authority to approve consultant agreements; and

WHEREAS, the City Council desires to expend the sewer enterprise funds to execute the Project.

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

Section 1. The City Council hereby approves the consultant services agreement with Water Works Engineers in the amount of $79,987 and approve a 10% contingency in the amount of $7,998.

Section 2. The City Council hereby approves the reallocation of $50,000 of Sewer Enterprise Funds from the Sewer Collection System Master Plan, CIP #14-07 to the Sewer Collection System Hydraulic Model Update, CIP 08-35.

PASSED AND ADOPTED this 6th day of February 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00006\8679936.2

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	10.
SUBJECT:	Second Reading - Public Art Ordinance

Recommendation for Action:
Staff recommends that the City Council adopt Ordinance No. _____, adding Section 25-21-90 to the Woodland Municipal Code pertaining to Public Art Requirements for new construction projects.

Staff Contact:
Erika Bumgardner, Senior Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Prepared By: Erika Bumgardner, Senior Planner

Reviewed By: Cindy Norris, Principal Planner

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Public Art Ordinance	1/25/2018	Ordinance

ORDINANCE NO. _______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING SECTION 25-21-90 TO THE WOODLAND MUNICIPAL CODE RELATED TO PUBLIC ART REQUIREMENTS FOR NEW CONSTRUCTION PROJECTS

WHEREAS, the City of Woodland has a history of valuing public art and striving to incorporate public art into new development projects throughout the City of Woodland; and

WHEREAS, the City Council finds that public art is a critical element in creating a diverse and culturally rich environment for Woodland residents and visitors by enriching the economic, historical, and aesthetic value of the community; and

WHEREAS, the City Council therefore finds that establishing formal guidelines, standards, and procedures for regularly integrating public art into new construction projects throughout the City is in the public interest and will positively contribute to the general welfare, vitality, and heritage of the City; and

WHEREAS, it is the intent of the City Council and the City representatives administering the Public Art Ordinance to support and work collaboratively with project applicants on proposed Public Art installations as a means of enhancing the overall project design in a manner that mutually benefits the project as well as the broader community; and

WHEREAS, the Planning Commission considered amendments to the City's Zoning Ordinance to establish the guidelines, design standards, and procedures for incorporating public art into new construction projects at a duly noticed public hearing on November 2, 2017, pursuant to the Woodland Municipal Code; and

WHEREAS, following the public hearing, the Planning Commission adopted a resolution on a vote of 5-1-1 recommending the City Council's adoption of this Ordinance, and the City Council concurs in the recommendation.

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

Section 1. Findings. The above recitals are incorporated as though set forth in this section. Pursuant to Section 25-29-01 of the Woodland Municipal Code, the City Council further finds that the amendments to the Zoning Ordinance contained in this Ordinance are required to further the public benefits gained from incorporating public art into construction projects throughout the City, and that this Ordinance provides critical enrichment to the City's economic, cultural, and aesthetic quality. As such, this Ordinance is necessary for the public necessity, convenience, and general welfare of the City, its residents, and visitors.

Section 2. Amendment. Section 25-21-90 is hereby added to the Woodland Municipal Code to read as follows:

Section 25-21-90. – Public Art Requirements.

(a) Purpose. The purpose of this Section is to establish clear guidelines, design standards, and procedures for integrating public art into construction projects throughout the City of Woodland. The City has determined that public art is a critical element in providing for a diverse and culturally rich environment for Woodland residents and visitors. Public art fosters economic development and activity and promotes cultural tourism by enlivening the public areas of buildings and expressing the vitality and heritage of the community. A well-conceived work of art can increase the value of a development project as well. Public art may enhance urban revitalization efforts as the overall image, beauty, and livability of the community are enhanced. Accordingly, to achieve these purposes, the City Council has determined that public art should be regularly integrated into new development projects citywide, however, it is the intent of this ordinance that this be a collaborative process between the City representatives and the applicant at all stages of the process with substantial deference to the applicant for how he or she wishes to incorporate public art within the project.

(b) Definitions. The following words and phrases, whenever used in this Section, shall be construed as follows:

"Artist" means a person who has a reputation among his or her peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment, as judged by the design review authority for the project. In determining whether an Artist is qualified for a particular project, the design review authority shall consider the following criteria:

(A) The Artist's demonstrated successful, creative, innovative, and effective approach in comparable projects as that proposed;

(B) Artist's proven mastery or skill in at least one artistic medium;

(C) Artist's ability to complete the project within a reasonable timeframe as judged by the Design Review Authority for the project; and

(D) The Artist's prior experience in producing public art. If an Artist does not have prior experience in producing public art, the Artist shall be considered qualified if he or she has significant experience working as a professional artist as evidenced by the Artist's exhibit record, critical review, honors, and awards.

"Construction Cost" means the total cost of any development project subject to this Section. Calculations shall be based on all aspects of construction and improvement costs, not to include system and operational equipment costs, grading, or sidewalks as declared on all building permit applications. Building permit applications shall include, but not be limited to, all building, plumbing, mechanical and electrical permit applications for the project.

"Design Review Authority" means the Planning Commission, unless and until the City Council designates or appoints a different body or subcommittee to serve as the Design Review Authority for Public Art.

"Developer" means the person or entity that is financially and legally responsible for the planning, development, and construction of any development project covered by this Section, who may, or may not, be the owner of the subject property.

"Director" means the Community Development Director, or his or her designee.

"Public Art" means an original work of a permanent nature in any variety of media produced by an Artist that may include sculpture, murals, photography, original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing, or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass, and other functional features that have been enhanced to be visually appealing. Public Art does not include the following:

(A) Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects, or fountains;

(B) Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist commissioned for this purpose working individually or in collaboration with the building architect (this shall not preclude the architect from being the Artist if such individual meets the definition of "Artist" as provided above);

(C) Landscape architecture and landscape gardening except where these elements are designed by the Artist and are an integral part of the work of art by the Artist;

(D) Directional elements such as super graphics, signage as defined in the City of Woodland Municipal Code, or color-coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions;

(E) Interpretive programs;

(F) Reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, print making, or other media arts, specifically commissioned by the City;

(G) Existing works of art offered for sale or donation to the City, which do not have an established and recognized significance as public art among arts professionals and art appraisers as determined by the Design Review Authority;

(H) Logos or corporate identity.

"Public Art Fund" means a fund established and maintained by the City of Woodland for the purpose of acquiring, commissioning, designing, installing, placing, improving, and/or maintaining Public Art.

(c) Public Art Requirement.

(1) Public Art Obligation Calculation. Developers of commercial construction projects, as defined and specified below, shall be subject to the Public Art Requirement as outlined in this Section. The project specific Public Art obligation shall be based on project Construction Costs as defined in this Section and as further outlined below:

(A) Nonresidential Construction. Private nonresidential developments with a construction cost exceeding Three Hundred Fifty Thousand Dollars ($350,000) and subject to site plan or design review approval shall devote an amount of not less than one percent (1%) of the construction cost for Public Art. Construction costs, as defined in this section, shall <u>not</u> include any portion of the project that includes system and operational equipment costs, grading, sidewalk repair or reconstruction, landscape installation, or utility facilities. Any Developer of a nonresidential development project with construction costs that exceed Three Hundred Fifty Thousand Dollars ($350,000.00) may submit a request to the Design Review Authority for a less expensive public art contribution provided that Developer also submits documentation showing that such a contribution would be prohibitively expensive for project delivery.

(B) Public Construction. Public construction projects with a construction cost exceeding Three Hundred Fifty Thousand Dollars ($350,000.00) shall devote an amount of not less than one percent (1%) of the construction cost for Public Art subject to determination of sufficient funding. The construction cost shall be verified by the City Engineer, and the cost shall not include the portion of any project that includes underground public works projects, tree planting, street or sidewalk repair or reconstruction, or utility facilities with the exception of administrative buildings. A maintenance plan shall be developed to ensure any public art constructed as a component of a public construction project is adequately maintained and preserved.

(2) Public Art Obligation Satisfaction Options. A Developer may choose one of the following options to satisfy his/her Public Art obligation subject to the review and approval of the Design Review Authority for the project, except as otherwise stated below:

(A) Install Public Art on the project site in a public place as approved by the Design Review Authority. The creator of the Public Art shall be an Artist as defined in this Section.

(B) Pay an in-lieu fee in an amount equal to one percent (1%) of the development project construction cost to the Public Art Fund for the creation, acquisition, and placement of Public Art in the City. Payment of an in-lieu fee shall be subject to approval by the Community Development Director and not subject to further Design Review Authority Approval; or

(C) Place the required Public Art on an alternative project site in a location approved by the Design Review Authority.

(d) Exemptions. The following development projects shall not be subject to the requirements of this Section:

(1) Repair or reconstruction of structures that have been damaged by fire, flood, wind, earthquake, or other calamity;

(2) Historic rehabilitation and/or preservation projects -

(3) Seismic retrofits or flood protection work performed on existing buildings and structures that do not otherwise qualify as new construction projects;

(4) Fire sprinkler installation work items as defined in Chapter 9 of the Woodland Municipal Code as part of an existing project;

(5) Solar or other renewable energy installation and energy efficiency upgrades as part of an existing project; and

(6) Infill development projects, either new construction or redevelopment of existing structures, that are located within the Woodland Downtown Specific Plan Area Boundary.

(e) Design and Installation Standards.

(1) General. The Public Art shall relate in terms of scale, form, and material to the proposed project and adjacent buildings with regards to architecture and landscaping style to best complement the project site and its surroundings.

(2) Location.

(A) Public place. The Public Art shall be located in an exterior area on public or private property that is clearly visible to the general public as determined by the Design Review Authority.

(B) Public Art commissioned by the City using the Public Art Fund may be moved from time to time as part of a gallery collection placed in public buildings such as City Hall, the Library, or other publicly accessible facilities.

(3) Maintenance. The Developer shall submit a maintenance plan to the Design Review Authority for review and approval, shall maintain the Public Art, and shall be responsible for all maintenance costs for the duration of the Public Art's placement.

(f) Compliance.

(1) Prior to obtaining a certificate of occupancy, the Developer shall demonstrate compliance with this Section through one of the following:

(A) Completed installation of the required Public Art that satisfies the provisions of this section and any other conditions specified by the Design Review Authority's approval;

(B) Payment of the applicable in-lieu fee as outlined in Section (c)(2); or

(C) Written proof submitted to the Director of a contract to commission or purchase and install the required Public Art that was approved by the Design Review Authority for the development project. A performance security, in an amount and form determined by the Director, shall accompany such contract to adequately secure performance of the required Public Art.

(g) Public Art Fund. Public Art in-lieu contributions shall be placed into the Public Art Fund within the City's General Fund, and maintained, managed, and reviewed by the Director. The Public Art Fund shall be used solely to acquire, commission, design, install, place, improve, and maintain Public Art throughout the City, consistent with the purpose and objectives of this Section. A reasonable percentage of the Public Art Fund may be allocated for project administration, management and curatorial services as well as the preservation and maintenance of artworks in the City art collection. The City Council shall review the Public Art Fund as part of its annual budget review, and approve allocations of Public Art Funds upon the recommendation of the Director or the Design Review Authority. Allocation of Public Art Funds shall consider available reserves for ongoing maintenance of City owned Public Art. City Council shall be the final approval authority on all Public Art projects undertaken through the Public Art Fund upon the recommendation of the Design Review Authority.

(h) Developer's Pre-Application Proposal.

(1) Developer's Proposal. For each construction project subject to this Section's requirements, the Developer shall propose to the Director and the Design Review Authority one or more of the methods for the provision of Public Art described in subsection (c) Public Art Requirements, above.

(2) Pre-Application Meeting. Following submission of the Developer's Proposal, a pre-application meeting with the Developer, Director and the Design Review Authority is recommended for newly proposed Public Art to review the Proposal and development requirements and design and location standards for the type of Public Art proposed, and to ensure a qualified Artist is used. When available, it is recommended that the Applicant provide preliminary site plan and visual impact drawings to aide in the pre-applicant review process. These meetings are voluntary, and no fees shall be paid for the city's review of material provided at this stage.

(3) Review of Pre-Application Developer's Proposal. The Director and Design Review Authority shall review and respond to the Developer's proposal, if necessary, by recommending modifications to the proposed Application.

(i) Applications for Public Art Review. Form and content.

(1) Form and Content. A proposal for all new Public Art installations shall be processed upon the application of the Developer or its agent, subject to the following:

(A) Developer shall file a completed application with the Director in a manner prescribed by the city.

(B) Developer shall submit a vicinity map or site plan depicting the proposed Public Art installation location and dimensions.

(C) Developer shall submit photographs and/or elevations of the buildings located on site or those approved for development on-site.

(D) The Director will verify that the Public Art will not interfere with use of other adjacent buildings or facilities, pedestrian access to public sidewalks, or public safety.

(E) When applicable, Developer shall submit material samples, color boards, photo simulations, or other graphic illustrations necessary for the Design Review Authority to determine potential visual impact of the proposed project, and the Public Art's style, scale, and design as compared to the project and surrounding buildings. The visual representation shall show the proposed Public Art as it would be seen from surrounding properties from various perspectives.

(F) Developer shall submit the proposed Artist's qualifications.

(G) Developer shall submit a proposed maintenance plan for the Public Art.

(H) Developer shall submit all required processing and application fees. Such fees may be set and amended by resolution of the City Council.

(j) Approval for Public Art Applications. All public art proposals shall be reviewed by staff as part of the review process with a recommendation incorporated in the overall project staff report. The Design Review Authority shall review the public art component of the project as part of its consideration of the overall project in those cases where the applicant elects to submit an art installation for approval. The Design Review Authority shall determine if the proposed public art complies with the requirements of this Section (25-21-90), and shall approve or require resubmission with recommended modifications or conditions for approval based on the Findings for Approval.

(3) Findings for Approval for Public Art Applications.

(A) The proposal meets or exceeds the criteria of this Section 25-21-90, "Public Art Ordinance," of the Municipal Code, and is consistent with the general plan and applicable land use designations.

(B) The Public Art is consistent and compatible in its size, design, and appearance with the development and design of the proposed project and surrounding structures and neighborhood.

(C) That the Public Art will be adequately maintained so as to ensure and preserve its purpose as a permanent piece of Public Art in the City.

(4) Appeals. Any person dissatisfied with the decision to either approve, modify or deny an application for Public Art, may file an appeal in accordance with the procedures set forth in either Article 27 or 31 of Chapter 25, as applicable.

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

Section 4. **Effective Date and Notice.** This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council this ____ day of __________________ 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: February 6, 2018

ITEM #: 11.

SUBJECT: Second Reading - Code Enforcement: Nuisances Caused by, and Maintenance of, Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance

Recommendation for Action:

Staff recommends that the City Council adopt Ordinance No. _____, amending Sections 14A-1-2, 14A-1-3 and 14A-3-5 of the Woodland Municipal Code and adding Section 14A-1-3.2 – pertaining to nuisances caused by, and maintenance of, vacant, unoccupied, or abandoned buildings or structures and penalties for repeat nuisance violations.

Staff Contact:

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

Prepared By: Megan Meier, Associate Planner

Reviewed By: Cindy Norris, Principal Planner

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Code Enforcement Ordinance: Nuisances Caused by and Maintenance of, Vacant, Unoccupied or Abandoned Buildings or Structures Ordinance	1/29/2018	Ordinance

ORDINANCE NO. _______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 14A-1-2, 14A-1-3, AND 14A-3-5 OF THE WOODLAND MUNICIPAL CODE AND ADDING SECTION 14A-1-3.2. TO THE MUNICIPAL CODE PERTAINING TO NUISANCES CAUSED BY, AND MAINTENANCE OF, VACANT, UNOCCUPIED, OR ABANDONED BUILDINGS OR STRUCTURES AND ADDING AN ADDITIONAL PENALTY FOR REPEATED NUISANCE VIOLATIONS

WHEREAS, the City of Woodland has the authority to address threats to the public's health, safety and welfare throughout the City of Woodland; and

WHEREAS, the City Council finds that neglected, vacant, unoccupied, or abandoned buildings or structures are a source of blight in the City of Woodland and pose a threat to the public health, safety, and welfare; and

WHEREAS, it has been shown that vacant, unoccupied, or abandoned buildings or structures attract trespassers that can lead to other criminal activity, injury, fire, and continued public nuisances; and

WHEREAS, establishing formal guidelines, standards, and procedures for maintaining vacant, unoccupied, or abandoned buildings or structures throughout the City is in the public interest and will positively contribute to the general welfare, vitality, and safety of the City; and

WHEREAS, the City Council of the City of Woodland held a duly noticed public hearing on January 16, 2018, to review and consider proposed amendments and additions to the Woodland Municipal Code pertaining to maintenance standards for vacant, unoccupied, or abandoned buildings or structures; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland does hereby ordain as follows:

Section 1. AMENDMENT TO SECTION 14A-1-2. The term "vacant building" is hereby added to Section 14A-1-2 (Definitions) of the Woodland Municipal Code to read as follows:

> "Vacant building" means real property with one or more structures, whether residential, commercial, or industrial, that is/are unoccupied or occupied by unauthorized persons. In the case of a multi-unit structure or complex, vacant shall mean the units are unoccupied or occupied by unauthorized persons.

Section 2. AMENDMENT TO SECTION 14A-1-3. Section 14A-1-3(b)(3) (Acts constituting a nuisance) of the Woodland Municipal Code is hereby amended to read as follows:

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(b) The following are specifically declared to be nuisances; however, it is not intended by this enumeration to exclude the designation of other conditions as nuisances:

…

(3) Any vacant, unoccupied, or abandoned building or structure which is not reasonably secured against unauthorized ~~uninvited~~ entry or which constitutes a fire hazard or is otherwise in a dangerous, unsightly or blighted condition which is detrimental to the health, safety and welfare of the public pursuant to Section 14A-1-3.2. of this Code;

Section 3. ADDITION OF SECTION 14A-1-3.2. Section 14A-1-3.2 (Maintenance of Vacant, unoccupied or abandoned building or structure) is hereby added to the City of Woodland Municipal Code to read as follows:

14A-1-3.2 Maintenance of vacant, unoccupied, or abandoned building or structure

(a)Purpose.

Vacant, unoccupied, or abandoned buildings or structures are a source of blight in the City of Woodland, pose a safety hazard, and threaten the public's health, safety, and welfare. These vacant, unoccupied, or abandoned buildings or structures attract trespassers that can lead to other criminal activity, injury, fire, and continued public nuisance. The presence of vacant, unoccupied, or abandoned buildings or structures, which often show signs of neglect, can lead to neighborhood decline, create an attractive public nuisance, lower property values, and discourage economic development in the area. The purpose of this section is to provide standards for maintaining vacant, unoccupied, or abandoned buildings or structures.

(b)Owner Responsibility

A. "Responsible party" for purposes of this section means property owners, lenders, trustees, or others with possessory, equitable, or legal interests in a vacant, unoccupied, or abandoned building or structure, including without limitation, historic buildings or structures. The responsible party shall actively maintain, monitor, secure, and prevent vacant, unoccupied, or abandoned buildings from becoming blighted attractive public nuisances to the neighborhood and community or a threat to the public health, safety, and welfare.

B. Active maintenance and monitoring of vacant, unoccupied, or abandoned buildings or structures shall include all of the following:

(1) All vacant, unoccupied, or abandoned buildings or structures shall be posted with signage stating: "Unsafe to Occupy/No Trespassing;"
(2) Secure and maintain the property (both structure and grounds) against trespassers, including maintaining all windows and doors with locks, replacing all broken doors or windows, and securing any other openings into the structure that are readily accessible to trespassers;

(3) Comply with all applicable building and fire codes;
(4) Operation of electrical, natural gas, sanitary, and plumbing facilities in a safe manner that would not create a hazard to public health or safety as determined by the Building Official under the Uniform Code for the Abatement of Dangerous Buildings;
(5) Maintenance of landscaping and plant materials to prevent overgrown vegetation and maintain a clear line of sight to the property;
(6) Maintenance of fences, walls, or other similar structures in good condition to include upright fences, secure boards, and free of graffiti;
(7) Maintenance of the property in a manner that keeps it free and clear of all refuse and accumulation of junk visible to the public; and
(8) The building shall be maintained free of visible graffiti, or similar markings.

C. No building or structure may be left in a state of incomplete construction, partial demolition, or left damaged by vandalism, fire, earthquake or other similar acts for a period longer than 12 consecutive months, excluding such time when work is in progress pursuant to a valid building or other construction permit.

(c) Enforcement Provisions

A. If the vacant, unoccupied, or abandoned building or structure is not adequately maintained and/or secured and becomes an attractive nuisance, the City will request the building be boarded and/or fenced to secure the property. If the owner fails to secure the property within 30 days the City will cause the building or structure to be boarded and secured at the owner's expense, and if not paid in full a lien may be placed on the property.

(1) Vacant, unoccupied, or abandoned buildings or structures that are deemed dangerous, as defined in Section 6-1-6 of the City of Woodland Municipal Code, and are open and accessible to the general public may be summarily boarded by the City, pursuant to section 14A-1-3.2 (d) of this Code.
(2) Vacant, unoccupied, or abandoned buildings or structures shall be boarded when the building can no longer be secured against unauthorized entry by the closing and locking of doors and windows.
(3) For the purposes of this article, "boarded" shall mean the covering of all entry points, including all doors and windows, with plywood or other materials for the purpose of preventing unauthorized entry into the building by persons.
(4) Any building that is boarded, whether by voluntary action of the owner, or as a result of enforcement action by the City, shall be boarded in compliance with Section 14A-1-3.2(d).

(d) Boarding Standards

If any vacant, unoccupied, or abandoned building or structure is open and accessible, the Building Official shall require the property owner to board the building or portions thereof, and provide that it remain secured against unauthorized entry. If a condition exists that does not permit all or a portion of the building or structure to be boarded, the Building Official may also require transparent fencing or other remedies to secure the property against unauthorized entry but allow visibility through the fencing or other barricade. The Community Development Director shall promulgate regulations concerning boarding standards, which shall be approved by resolution of the City Council.

(e) Monitoring of vacant, unoccupied, or abandoned buildings or structures

A. ~~.~~ The owner of a vacant, unoccupied, or abandoned building may at the discretion of the Community Development Director be placed into the vacant, unoccupied, or abandoned building or structure monitoring program.

When a building is deemed a public nuisance under this subsection, the responsible party, as defined herein, shall file with the Community Development Director a vacant, unoccupied or abandoned building or structure maintenance plan that meets the requirements established in Section 14A-1-3.2(b). The responsible party shall file the maintenance plan no later than ten days after service of order to file the vacant, unoccupied or abandoned building or structure maintenance plan.

The order shall be served on a responsible party, on a form approved by the city attorney, in the following manner:

1. Personal Service of Notice Upon an Individual. The date of personal service shall constitute the issuance date of the order.

2. Service of Notice by Mail. If the responsible party cannot be personally served by the city, the order shall be mailed to the responsible party by certified mail, postage prepaid, return receipt requested. Simultaneously, a copy of the citation shall be sent by first class mail. The issuing officer shall utilize public records to determine a mailing address for the responsible party. The date of receipt of the certified mail shall constitute the issuance date of the order.

3. Service of Notice by Posting. If service cannot be accomplished personally or by mail, the enforcement officer shall post the order on any real property in the city in which the responsible party is known to have a legal interest and possession of said property or portion thereof. The date of posting shall constitute the issuance date of the order.

B. The failure of a responsible party to receive a notice does not invalidate any such order if service was given in a manner stated in this chapter.

C. Registration information shall include:

1. The address of the vacant or abandoned building or structure;
2. The assessor parcel number of the real property where the vacant or abandoned building or structure is located;
3. The name, address, and telephone number of the owner. If a notice of default has been issued, the name, address, and phone number of the beneficiary or trustee on the deed of trust shall be included. In the case of a corporation or out of area beneficiary or trustee, as defined below, the local property management company or agent responsible for the security, maintenance, and monitoring of the building shall be included;
4. The direct street/office mailing address and contact information (phone, fax and electronic address) for the person or party designated by the beneficiary/trustee as responsible for maintenance of the property;
5. The date the building or structure became vacant or abandoned.

6. A detailed rehabilitation plan should be submitted with the vacant, unoccupied or abandoned building or structure registration. The rehabilitation plan should outline any specific reconstruction needed in order to re-occupy the building. In addition, the plan should include a schedule for rehabilitation.

D. Any change in the information provided pursuant to this section, including but not limited to a change in ownership, shall be filed with the community development department within fifteen days of the change.

E. If the Community Development Director finds that a vacant or abandoned building or structure that has been placed in the monitoring program has not been in further violation of the provisions of this chapter for more than six consecutive months, the Community Development Director shall have the discretion to remove the building or structure from the monitoring program.

Section 4. AMENDMENT TO SECTION 14A-3-5. Section 14A-3-5 (Violations) of the Woodland Municipal Code is hereby amended to add subdivision (c) as follows:

Sec. 14A-3-5. - Violations.

(a) The owner or occupier of any premises where a nuisance is found to exist, or who violates any order of abatement served as provided in this chapter, shall be guilty of an infraction. The Community Development Director or his or her designee may issue citations for such infractions; provided, that a previous warning has been given. Upon conviction thereof, the violator shall be punished by a fine not exceeding one hundred dollars for a first violation, two hundred dollars for a second violation within one year, and five hundred dollars for each additional violation within one year

(b) Every day that any such violation continues shall constitute a separate offense.

(c) Repeated Violations. Pursuant to California Government Code Section 38773.7, upon the entry of a second or subsequent civil or criminal judgment within a two-year period that finds an owner of property responsible for a condition that may be abated in accordance with California Government Code Section 38773.5, a court may order the owner to pay treble the costs of the abatement. These costs shall not include conditions abated pursuant to Section 17980 of the California Health and Safety Code.

Section 5. Severability. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.
Section 6. California Environmental Quality Act Finding. The City Council of the City of Woodland finds the adoption of this ordinance to be statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA guidelines because the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

Section 7. Effective Date. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

Section 8. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published I the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, accordance with California Government Code section 36933. This ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland, California, at a regular meeting of the City Council held on the ___th day of _________, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	February 6, 2018
ITEM #:	12.
SUBJECT:	Exclusive Negotiating Agreement between City and GST Capital Partners, LLC

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the attached Exclusive Negotiating Agreement (ENA) between the City and GST Capital Partners, LLC for the development of communication tower facilities on two sites owned by the City: Jack Slaven Park located at 1705 Miekle Avenue(APN: 042-580-015-00) and northeast corner of the North Gibson Ponds site located north of the wastewater pollution control facility (APN: 027-390-037-000; 027-390-036-000)

Staff Contact:
Wendy Ross, Economic Development, (530) 661-5921, wendy.ross@cityofwoodland.org

Fiscal Impact:
There is minimal direct fiscal impact on the City by this council action. The City will receive a non-refundable deposit of $1,000 for allowing GST to exclusively consider the subject sites for a communication tower facility. Once the proposed Lease/Option Agreement is executed the City will receive an additional payment of $4,500 per site identified for a total of $10,000.

Discussion:
The City has been approached by GST Capital Partners, LLC, (GST) requesting that the City enter in to a Lease/Option Agreement for the installation of a communication tower facility on two sites owned by the City: Jack Slaven Park located at 1705 Miekle Avenue (APN: 042-580-015-00) and northeast corner of the North Gibson Ponds site located north of the wastewater pollution control facility (APN: 027-390-037-000; 027-390-036-000), plus any necessary easements to access the facilities.(see Maps, Exhibit 1)

Terms
The basic terms for each of the sites is as follows:
- Option Lease Bonus Consideration of $5,000
- Rent per month based on following:
  - 1st Carrier: 70% rent held by GST, 30% paid by Owner
  - 2nd Carrier: 70% rent held by tenant, 30% paid to Owner
  - All additional Carriers: 65% rent held by tenant, $1,000 following tower commissioning.
- 11 Terms of (5) Years:
- Special Provisions to be agreed upon prior to execution of Lease;
- The bonus consideration will be tendered upon execution of the Lease;

> **Note**: $500 per site to be paid at the time of execution of the Exclusive Right of Negotiations Agreement and balance to be paid upon the execution of the Lease Option Agreement consistent with the Terms of the Agreement. (Proposal letters-Exhibit 4)

GST will deposit $1,000 of earnest funds for giving GST "the exclusive right to negotiate for twelve months on the two identified sites. Upon the execution of the Lease/Option Agreement, GST will deposit the additional $4,500 per parcel to the City for a total of $10,000 and the City and GST will enter in to a Lease/Option Agreement to be negotiated in good faith. The City Manager may approve an extension if the extension is reasonably necessary to allow for the completion of tasks to be undertaken pursuant to the Agreement.

Process for Design, Public Input Process
The first step in the process to install the community tower facilities is to engage in an Exclusive Negotiations Agreement that will give GST the exclusive right (option) to see if we can reach terms for a license (lease/option) agreement to construct and operate the towers on the two subject sites. During the negotiations period of twelve months, GST will perform its due diligence and process the necessary entitlements for the towers. Public input will be considered during the entitlement process and final License (Lease/Option) Agreement review and approval. At the final step of the entitlement process, staff will concurrently bring a final License (Lease/Option) Agreement to City Council with the actions to approve the Conditional Use Permit (CUP)/Design Review (DR) entitlements for the community towers facility.

By entering into the ENA, the City Council is not accepting the terms of the offer by GST, the City Council is agreeing to negotiate with GST. The final terms will be part of the Lease/Option Agreement and subject to a separate Council action and approval process.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the attached Exclusive Negotiating Agreement (ENA) between the City and GST Capital Partners, LLC for the development of communication tower facilities on two sites owned by the City: Jack Slaven Park located at 1705 Miekle Avenue(APN: 042-580-015-00) and northeast corner of the North Gibson Ponds site located north of the wastewater pollution control facility (APN: 027-390-037-000; 027-390-036-000)

Prepared By: Wendy Ross, Economic Development Manager

Reviewed By: Ken Hiatt, Assistant City Manager, Community and Economic Development

Paul Navazio, City Manager

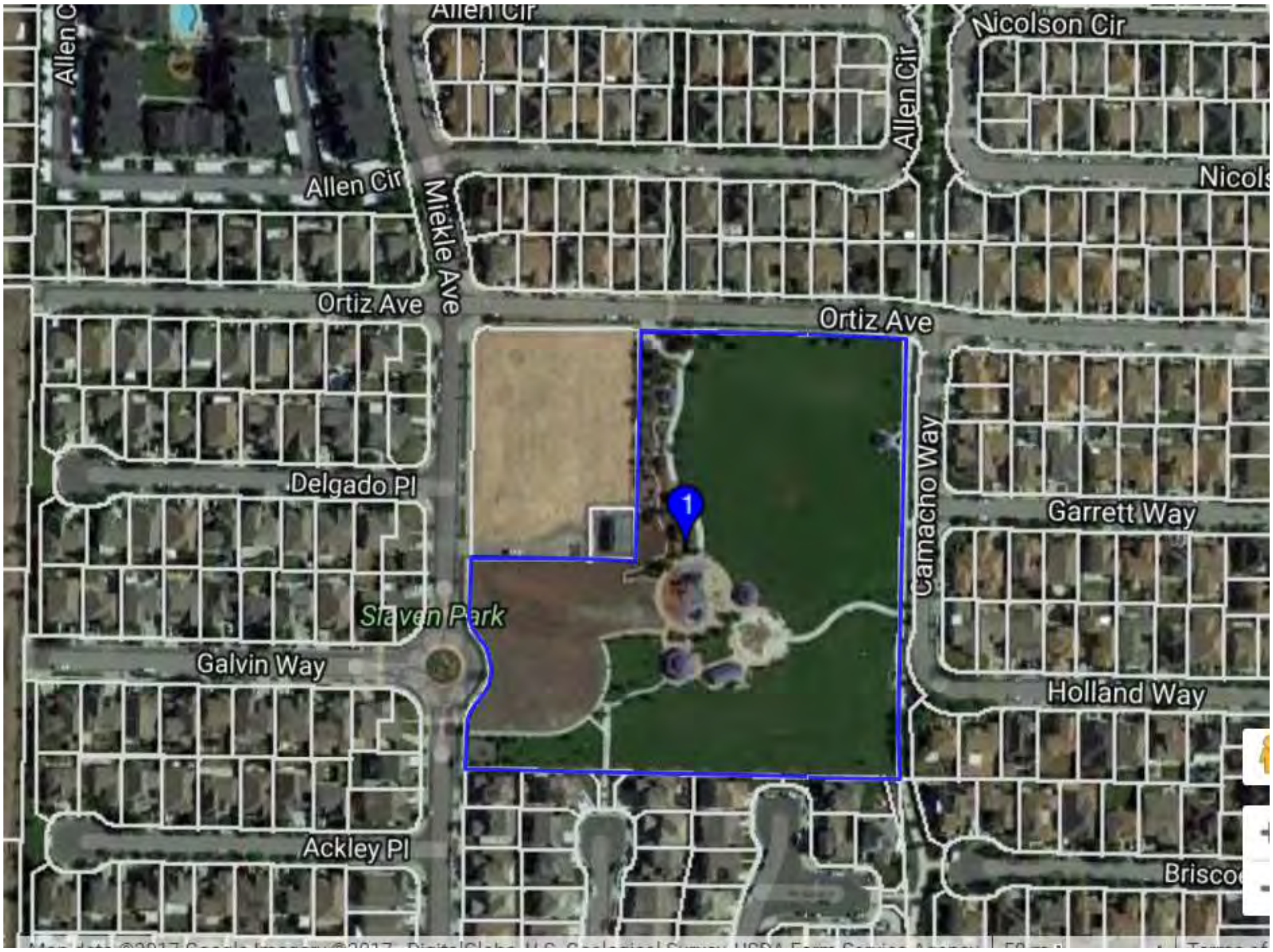
ATTACHMENTS:

Description	Upload Date	Type
Location Maps	2/1/2018	Map
Resolution	2/1/2018	Resolution
Exclusive Negotiating Agreement	2/1/2018	Agreement
Proposal letter from GST-Jack Slaven Park	2/1/2018	Backup Material
Proposal letter from GST North Gibson Ponds	2/1/2018	Backup Material

EXHIBIT A

PROPERTY DESCRIPTION

Parcel ONE, APN 042-580-015-000



Parcel TWO, APN 027-390-037-000

RESOLUTION NO._______

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATING AGREEMENT ASSOCIATED WITH A LEASE/OPTION OF IDENTIFIED CITY OWNED PARCELS FOR COMMUNICATION TOWER FACILITY(IES)

WHEREAS, the City of Woodland is committed to the availability of access to telecommunication facilities; and

WHEREAS, the City of Woodland is the owner of several suitable, identified parcels including: Parcel ONE, approximately 36' x 70' area including an easement for access, located at 1705 Miekle Ave., Woodland CA 95776, County Assessor's Parcel Number 042-580-015-000; and Parcel TWO which is 100'x100' area including an easement for access, located at 855 County Road 102, Woodland, Ca 95776, County Assessor's Parcel Numbers 027-390-037-000 and 027-390-036-000; and

WHEREAS, GST Capital Partners, LLC, a Delaware limited liability company ("Developer") has asked the City to enter into negotiations regarding the use of one or all of the above identified sites for communication tower facility (ies); and

WHEREAS, The City of Woodland wishes to enter into an Exclusive Negotiating Agreement with Developer to determine if acceptable lease terms can be agreed upon by the City and Developer; and

WHEREAS, the Exclusive Negotiating period will allow Developer to conduct due diligence regarding the suitability of the property (ies) for communication tower facility (ies).

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to enter into and if necessary make minor modifications, after consultation with the City Attorney, to the Exclusive Negotiating Agreement between the City and Developer, and further, City Manager shall have the authority to extend the term of the Exclusive Negotiating Agreement consistent with the terms spelled out in the Agreement.

PASSED AND ADOPTED by the City Council of the City of Woodland, CA this _____ day of February, 2018 by the following vote:

AYES:

NOES:

Enrique Fernandez
Mayor

ATTEST:

Ana Gonzalez
City Clerk

AGREEMENT FOR EXCLUSIVE RIGHT TO NEGOTIATE

THIS AGREEMENT FOR EXCLUSIVE RIGHT TO NEGOTIATE ("**Agreement**") is entered into as of _____, 2018 ("**Effective Date**") by and between the CITY OF WOODLAND, a California municipal corporation ("**City**"), and GST Capital Partners, LLC, a Delaware limited liability company, located at 330 Marshall Street, Suite 300, Shreveport, LA 71101 ("**Developer**") (City and Developer are each a "**Party**" and collectively are the "**Parties**"), upon the following terms:

1. RECITALS. This Agreement is based upon the following recitals, facts, and understandings of the Parties:

1.1. PROPERTY. The City owns two pieces of certain real property (the "**Property**") located in the City of Woodland, County of Yolo, State of California that are the subject of this Agreement. Parcel ONE has an approximate 36' x 70' area, including an easement for access, and is located at 1705 Miekle Ave., Woodland CA 95776, with Yolo County Assessor's Parcel Number 042-580-015-000. Parcel TWO has an 100'x100' area, including an easement for access, located at 855 County Road 102, Woodland, CA 95776, with Yolo County Assessor's Parcel Numbers 027-390-037-000 and 027-390-036-000. Both parcels are more particularly depicted in **Exhibit A**, attached hereto and incorporated herein.

1.2. PROPOSED PROJECT. Developer desires to engage in certain due diligence and permitting activities and to negotiate the terms and conditions of a long term ground lease and related agreements ("**Lease/Option**") for the construction and operation of a Cell Tower facility and other related equipment and materials (collectively, the "**Facility**") on a portion of the Property ("**Project Site**"). Notwithstanding the foregoing, the Parties acknowledge and agree that the Property is the current proposed location(s) for the Facility but that the actual size, configuration, and location of the Project Site will be determined by the Parties during the period of exclusive negotiations provided for under this Agreement. As such, it is the intent of the Parties that this Agreement shall apply to a smaller portion of the Property. It is also possible that the Project Site may be extended to other City owned- or controlled-properties, but such properties are not subject to this Agreement.

1.2.1. LOCAL VENDORS. In the interest of bolstering the local economy and the overall fiscal health of the community, the City encourages the Developer to give equal consideration to all qualified local vendors for services and materials that may arise in relation to the Lease/Option and Proposed Project. The Developer intends to use local sub-consultants and local vendors to the maximum extent possible.

1.3. PURPOSE. The Parties desire to proceed with further cooperative negotiations with the intent to reach agreement regarding the terms and conditions of a Lease/Option providing for the construction and operation of the Facility on the Project Site.

2. TERM.

2.1. TERM. This Agreement will be effective for a period of twelve (12) months from the Effective Date ("**Term**"), subject to extensions under Section 2.2, below and/or Termination under Section 7. Notwithstanding the foregoing, this Agreement may be terminated on the written agreement of the Parties.

2.2. EXTENSION OF TERM. The Parties recognize that the Term includes reasonable estimates of the times that will be required to complete the various tasks called for under this Agreement and that circumstances beyond the reasonable control of the Parties, or either of them, may require an extension of time to complete one or more of such tasks contemplated under this Agreement despite their good faith efforts. Therefore, subject to earlier termination as provided in Section 7, the Developer may request that the City agree to an extension of the Term. Any request for an extension(s) shall be in writing and made to the City Manager, who shall have the authority to approve extensions on behalf of the City consistent with this Section 2.2. The City Manager may approve an extension if the extension is reasonably necessary to allow completion of tasks to be undertaken pursuant to this Agreement, and the need for the extension is not due to the lack of diligence or lack of payment on the part of the Developer; provided, however, in no event shall the Term be extended beyond nine (9) months pursuant to this Section 2.2.

Notwithstanding the foregoing, the Parties may also extend the Term by mutual Agreement of the Parties set forth in writing. If Developer requests an extension of the Term, the Developer shall have the right to present its request to the City Council in a public meeting of the City Council.

2.3 RIGHT PAYMENT. Upon execution of this Agreement, Developer shall make a payment to the City in the amount of **ONE THOUSAND Dollars ($1,000.00)** as consideration for the granting of the exclusive right to negotiate under this Agreement for the Term ("**Right Payment**"). If the Parties agree to an extension of the Term pursuant to Section 2.2 above, Developer shall make a payment to the City in the amount of ONE THOUSAND Dollars ($1,000.00) for each thirty (30) day extension approved by the City.

3. EXCLUSIVE RIGHT TO NEGOTIATE. City hereby grants to Developer the exclusive right to further negotiate with the City with regard to the use of the Project Site as follows:

3.1. OBLIGATION TO NEGOTIATE. During the term of this Agreement, and subject to the limitations provided for herein, the Parties shall negotiate exclusively with each other, in good faith, regarding the terms and conditions of a Lease/Option of the Project Site, and shall diligently cooperate with each other to prepare any required documents and take any actions required under this Agreement. Both parties agree to provide a good faith effort to negotiate and conclude negotiations on the Lease Option agreement within sixty (60) days of execution of this Agreement and to be able to present a final document to the City Council within ninety (90) days for approval.

3.2. RESTRICTIONS DURING TERM. During the term of this Agreement, the City shall not (a) convey, transfer, sell, grant, or otherwise dispose of all or any interest in the Project Site, (b) enter into any negotiations or agreements with regard to any lease, easement, license, or other right of possession or use of all or any interest in the Project Site, provided that the City may extend the term of any existing lease of the Project Site and make such amendments to any existing lease as will not create a material conflict with the proposed Facility, (c) grant any other right with respect to any other real property owned by City and located 0.5 miles of the Property, the use of which would create a material conflict with the proposed Facility, as defined below and as reasonably determined by City, or (d) enter into any agreement with regard to the foregoing. For purposes of this section "**material conflict**" means: (i) the use would occupy or infringe on the contemplated physical location of the Facility, or the physical location of any related equipment or fixtures that support the Facility, (ii) the use would impair or restrict access to the contemplated Facility or any related equipment or fixtures that support the Facility, or (iii) the use would create shadows or otherwise negatively impact cell tower operations by the Facility. Nothing in this Agreement restricts the City from negotiating, entering into, or renewing any agricultural leases on the Property, or continuing to operate and maintain either parcel until such time as Developer commences construction on the Project Site.

3.3. LIMITS OF THIS AGREEMENT. The sole purpose of this Agreement is to allow the City and the Developer to conduct certain due diligence and negotiate the terms and conditions of the Lease/Option. The Parties acknowledge and agree that: (i) in entering into this Agreement, the City Council is not committing the City to approval of any project or to grant any project approvals, and any such decision is reserved to the City in its sole and absolute discretion following negotiation of the terms and conditions of a Lease/Option of the Project Site and compliance with all California Environmental Quality Act ("**CEQA**") requirements; (ii) neither Party is obligated by this Agreement, or otherwise, to enter into any further negotiations or any agreements related to the Property or its development; (iii) this Agreement does not convey or grant any rights in any property or to develop any property, any vested rights, any entitlements or approvals, or any rights to financial assistance, or to any other right except as is clearly and specifically stated in this Agreement, (iv) no Party has or will have a cause of action against the other arising under this Agreement for failure to approve the Lease/Option or any other agreement(s) related to the development and operation of a Facility on the Property, the terms of which are to be negotiated between the Parties during the Term of this Agreement; and (v) neither Party is obligated to undertake any development or due diligence activities in connection with the Facility by entering into this Agreement.

4. <u>DUE DILIGENCE AND PERMITTING RIGHTS</u>. During the Term of this Agreement, Developer shall have the right to conduct due diligence and permitting activities in connection with the potential development and operation of the Facility on the Project Site, as follows:

4.1. DUE DILIGENCE RIGHTS. Developer shall have the right, at its sole cost and expense, to conduct such investigations, studies, and examinations with respect to the Property and such other matters as Developer, in its sole and absolute discretion, deems appropriate. Feasibility issues shall include all issues that Developer, in its sole and absolute discretion, determines to be relevant and material to its determination to enter into the Lease/Option and develop and operate the Facility on the Project Site, including, without limitation, political, planning, zoning and entitlement matters, geology, environmental, economic and marketing issues, wetlands and protected species matters, utility service, and transmission access. It is the intent of the Parties that all such investigations and other tasks will be undertaken and completed in a timely manner.

4.2. COST OBLIGATIONS. Developer shall bear all costs relating to actions and obligations of Developer in connection with due diligence and feasibility investigations under this Agreement, including, without limitation, any plans, studies, or investigations.

4.3. CEQA REVIEW. As expeditiously as possible following execution of this Agreement by the Parties, the City shall determine the required level of CEQA review and documentation ("**CEQA Documentation**") for the processing and approval of a Lease/Option and any other land use entitlements for the development and operation of the Facility on the Project Site, and shall identify in writing to the Developer the type and scope of such CEQA documentation and the estimated budget for such review and preparation of such documentation. The Developer shall assist the City in its review and preparation of CEQA Documentation by providing information about the Facility, as requested. The City shall use good faith efforts to cause preparation of the CEQA Documentation as promptly as possible, consistent with satisfaction of state and local CEQA guidelines for the preparation of CEQA documents.

5. ACCESS TO PROPERTY. During the Term of this Agreement, Developer, its consultants, and authorized agents shall have the right to enter on the Property during normal business hours to make such tests, surveys, and other studies of the Property as Developer deems appropriate and may contact City's employees, agents, engineers or any other consultants and governmental officials with respect to the Property. In connection with such rights:

5.1. COST OBLIGATIONS. Developer shall bear the entire cost of all tests and studies performed by Developer or at Developer's direction.

5.2. INDEMNITY OBLIGATIONS. Developer shall defend, indemnify, and hold City, and its officials, employees, agents, tenants, invitees, or licensees, and the Property harmless from any and all costs, expenses, claims, losses, liabilities, and demands to persons or property, including any injury or death to persons in or about the Property, from Developer's or its agents' entry upon the Property or the investigations(s) and test(s) the Developer may conduct, or otherwise arising out of the exercise of the rights described above. Such indemnification includes reasonable costs and attorney's fees. Developer shall repair any material damage to the Property resulting from Developer's entry, restoring the Property to substantially the same condition as existed prior to Developer's entry. Notwithstanding the foregoing, Developer's obligations to restore the Property and to defend, indemnify, and hold City harmless shall not extend to any damage resulting from any one or more of the following: (i) the presence of hazardous materials within, on, or adjacent to the Property, except to the extent that such hazardous materials are brought onto the Property by Developer or its agents or are disturbed by Developer or its agents; (ii) resulting from latent defects in the Property; or (iii) the acts or omissions of City, or City's officials, agents, employees, tenants, invitees, or licensees.

5.3. INSURANCE REQUIREMENT. Developer shall maintain comprehensive general liability insurance on a per occurrence basis insuring against any liability arising out of or in connection with Developer's entry, use, and activity on the Property (including any entry, use, and activity by any contractor or agent of Developer) with a single combined liability limit of One Million Dollars ($1,000,000.00) per occurrence. All insurance certificates shall name the City as additional insured. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. Developer shall cause its insurance carrier or carriers to provide thirty (30) days notice to the City prior to any termination, expiration, cancellation, or reduction in coverage. Any failure to maintain the required coverage for any period of time shall constitute a breach of this Agreement, notwithstanding that Developer may subsequently procure replacement insurance.

5.4. NOTICE REQUIREMENTS. Developer shall provide reasonable advanced notice to City, its tenants, or agents prior to entry and shall take commercially reasonable precautions to minimize impacts on the ongoing farming operations on the Property, to the extent developer is legally able to do so.

5.5. COPY TO CITY. Developer shall deliver to the City, within ten (10) days of receipt thereof, a complete copy of any investigation, test, report, or study the Developer conducts, or causes to be conducted, with respect to the Property, to the extent Developer is legally able to do so. In the event the City and Developer do not enter into a Lease/Option Agreement, the City shall have the legal right to the use and benefit of all such studies and reports after a period of two (2) years from the date of termination by Developer.

6. INFORMATION, STUDIES, ASSESSMENTS, AND REPORTS. The City will reasonably provide all information within its possession with regard to the Property to Developer to assist in the negotiations under this Agreement. Without limiting the generality of the foregoing, City shall make available to Developer copies of all materials relating to the Property and within its possession, including, without limitation, with regard to: (i) any unrecorded encumbrances affecting the Property, (ii) the physical condition of the Property, (iii) the existence and removal of any above-ground or under ground storage tanks, (iv) acquisition or purchase and sale of any mineral rights in the Property, (v) all engineering reports, title policies, surveys, maps, soils reports, environmental inspections and reports, hazardous waste reports, environmental impact reports, easements, rights-of-way, right-of-entry agreements, licenses, leases, contracts, and all other agreements and documents relating to the Property; and (vi) such other documents requested by Developer.

7. TERMINATION.

7.1. TERMINATION. This Agreement shall terminate upon any of the following events, subject, as applicable, to the provisions of Section 7.2:

a. Upon the occurrence of all of the following: (i) certification of the complete and final CEQA Documentation for the Lease/Option and the Facility; (ii) final approval by the City of a Lease/Option and all other entitlements required for the development and operation of the Facility; and (iii) execution of a Lease/Option by the Parties.

b. At any time, in Developer's sole business judgment, upon giving not less than ten (10) days prior written notice to the City that it is not feasible to proceed with planning or negotiations under this Agreement; provided, that immediately upon receipt of such notice, the City may stop any or all activity and incurring of costs.

c. At any time, in City's sole business judgment, upon giving not less than ten (10) days prior written notice to the Developer that it is not feasible to proceed with planning or negotiations under this Agreement; provided, that immediately upon giving of such notice, the Developer may stop all activity and incurring of costs.

d. By the City if the Developer shall default in, or fail to negotiate in good faith, or to perform any material obligation under this Agreement; provided, however, that the City shall not terminate this Agreement unless it has first given Developer written notice of the default or failure (citing the specific reasons therefore) and a period of at least ten (10) days (or such longer period as shall be reasonably required under the circumstances) to cure or diligently commence to cure the default or failure. Termination under this subsection d. shall be accomplished by the City giving written notice of termination to the Developer and shall be effective upon receipt of such notice by the Developer.

e. By the Developer (without prejudice to its rights to terminate this Agreement under subsection b., above, if the City shall default in or fail to negotiate in good faith or to perform any material obligation under this Agreement; provided, however, that the Developer shall not terminate this Agreement unless it has first given the City written notice of the default or failure (citing the specific reasons therefore) and a period of at least ten (10) days (or such longer period as shall be reasonably required under the circumstances) to cure or diligently commence to cure the default or failure. Such termination shall be accomplished by the Developer giving written notice of termination to the City if the default or failure remains uncured, and shall be effective upon receipt of such notice by the City. If the City Council is presented with but, in the exercise of its independent discretion, does not approve a Lease/Option or other entitlements for the Facility, such failure shall not be a default or failure to negotiate in good faith under this subsection e.

f. By the Developer or the City if the City, in the exercise of its independent discretion, shall fail to approve a Lease/Option or to make the prerequisite approvals required for the development and operation of the Facility on the Project Site; provided, however, that a Party shall not terminate this Agreement under this subsection f. unless it has given the other Party a written notice of intent to terminate the Agreement and a period of at least ten (10) days (or such longer period as the Parties may agree is reasonable under the circumstances) has elapsed from the giving of the notice of intent. Such termination shall be accomplished by the Developer or the City, as the case may be, giving written notice of termination to the other Party and shall be effective upon receipt of such notice by the other Party.

g. By mutual written agreement of the parties for any reason. Such termination shall be effective upon execution of such written Agreement.

7.2. EFFECT OF TERMINATION. Upon the termination of this Agreement pursuant to Section 7.1, neither Party shall have any further rights or obligations under this Agreement. No damages shall be available for breach or failure under this Agreement; provided, however, that (i) all indemnities in this Agreement shall survive the termination with respect to actions occurring prior to the date of termination, and (ii) all amounts, if any, owing under this Agreement at or before the notice of termination shall remain owing.

8. NO COMMISSIONS. Each Party represents to the other that the representing Party has not had any contact or dealings regarding the subject matter of this transaction through any other licensed real estate broker or other person who can claim a commission or finder's fee as a procuring cause of the transactions contemplated herein. The representing Party agrees to defend and

indemnify the other Party against any claim for commission or other compensation based upon dealings between the representing Party and the broker or other person making such claim.

9. CONFIDENTIALITY. While desiring to preserve its rights with respect to treatment of certain information on a confidential basis, the Developer acknowledges that the City will need sufficient, detailed information about the economic feasibility of the proposed Facility to make informed decisions about the content and approval of a Lease/Option. During the term of this Agreement, the City will work with the Developer to keep Confidential Information (as defined below) in strict confidence and to not use Confidential Information for any purpose other than this Agreement, subject to the requirements imposed on the City by the Public Records Act (Government Code Section 6253 *et seq*.). For the purpose of this Agreement, "**Confidential Information**" shall mean any information that is disclosed by either Party to the other Party under this Agreement with regard to the Lease/Option or Facility that is being negotiated including but not limited to offers and counter offers between the parties. Documents that are public records documents at the time of execution of this Agreement shall not be considered Confidential Information. Confidential Information shall not include information that is: (i) known to the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available without fault of the receiving Party; (iii) receiving Party receives from any third party without breach of the confidentiality obligation owed to the disclosing Party; (iv) independently developed by the receiving Party; (v) approved in writing by the other Party prior to the disclosure; or (vi) required to be disclosed under the applicable laws.

Promptly after receipt, the City shall inform Developer of any request received for Confidential Information that Developer has provided to the City. If any litigation is filed seeking to make public any Confidential Information Developer submitted to City, the City and Developer shall cooperate in defending the litigation. The Developer shall pay the City's costs of defending such litigation and shall indemnify the City against all costs and attorneys fees awarded to the plaintiff in any such litigation.

Notwithstanding the above, the Developer understands and agrees that during the implementation of the Agreement, including but not limited to public presentations to the City Council regarding certain actions to move forward with consideration of a Lease/Option for the development and operation of the Facility, the City's staff and its economic consultants may be required to submit to the City Council their financial analysis of the proposed project and alternatives including assumptions being made in a pro forma for the project, sources and uses of funding for the project and other economic terms and assumptions bearing on the ability of the Developer and City to carry out the project. This analysis and information will be prepared for consideration by the City Council in public sessions and such information will be a matter of public record. Such presentations will be the work of the City staff and consultants and, to the extent possible, will not reference proprietary information of the Developer without the Developer's consent.

10. COSTS. Except as otherwise provided herein, each party will bear its own costs related to this Agreement and any predevelopment costs related to development of the Property incurred during the term of this Agreement, including but not limited to costs for planning, engineering and legal services. For the purposes of this Agreement Developer shall be responsible for all costs associated with California Environmental Quality Act compliance and permits associated

with the project. City shall not incur any costs beyond attorney and staff time associated with the lease/option negotiations.

11. ASSIGNMENT. This Agreement is not assignable by either Party in whole or in part without the prior written consent of the other Party.

12. EXCLUSIVE NEGOTIATIONS. Developer agrees not to negotiate with any other landowner within Woodland for development of a similar lease/option and facility, or sign any agreement similar to this Agreement granting Developer exclusive negotiating rights with respect to real property in Woodland, during the term of this Agreement.

13. GENERAL INDEMNITY. Each of the Parties (individually, an "**Indemnitor"**) shall indemnify, defend, and hold the other Party (individually, an "**Indemnitee**") and their respective officers, employees, agents and contractors harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs) which arise out of the performance of this Agreement by the Indemnitor or its directors, officers, employees, agents or owners; provided, however, that this indemnification obligation shall not extend to any matters to the extent arising from the negligence or willful misconduct of an Indemnitee or its respective officers, employees, agents and contractors. The provisions of this Section 13 shall survive the termination of this Agreement.

14. APPLICABLE LAW; VENUE. This Agreement will be construed in accordance with the law of the State of California, and venue for any action under this Agreement will be in Yolo County, California.

15. ATTORNEYS' FEES. In the event of any dispute between the Parties, whether or not such dispute results in litigation, the prevailing Party will be reimbursed by the other Party for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, witness and expert fees and investigation costs. A Party receiving an award after arbitration or an order or judgment after hearing or trial will not be considered a prevailing Party if such award, order or judgment is not substantially greater than the other Party's offer of settlement made in advance of the arbitration, hearing or trial.

16. NOTICES. Any notice, delivery, or other communication under this Agreement must be in writing and will be considered properly given when delivered or mailed to the following persons:

CITY:	City of Woodland 300 First Street Woodland, California 95695 Attn: City Manager Phone: (530) 661-5800 Fax: (530) 668-1127
DEVELOPER:	GST CAPITAL PARTNERS, LLC, A Delaware Ltd Liability Co. 300 Marshall Street Suite 300 Shreveport, LA71101

Attn: Guy Smith
Phone: (318) 302-4830
Fax: (866) 612-8569

Any 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 16. If sent by mail, a notice, delivery, or other communication will be considered to have been given forty-eight (48) hours after it has been deposited in the United States Mail, addressed as set forth above, with postage prepaid (registered or certified mail, return receipt requested).

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

18. NO JOINT VENTURE. This Agreement does not create a joint venture, partnership, or any other legal relationship of association among the Parties. Each Party is an independent legal entity and is not acting as an agent of the other Party in any respect.

19. THIRD PARTY BENEFICIARY. Nothing contained herein is intended, nor shall this Agreement be construed, as an agreement to benefit any third party.

20. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

21. AMENDMENTS. Any amendment or modification of this Agreement shall be effective only if set forth in a written document that has been signed by each Party.

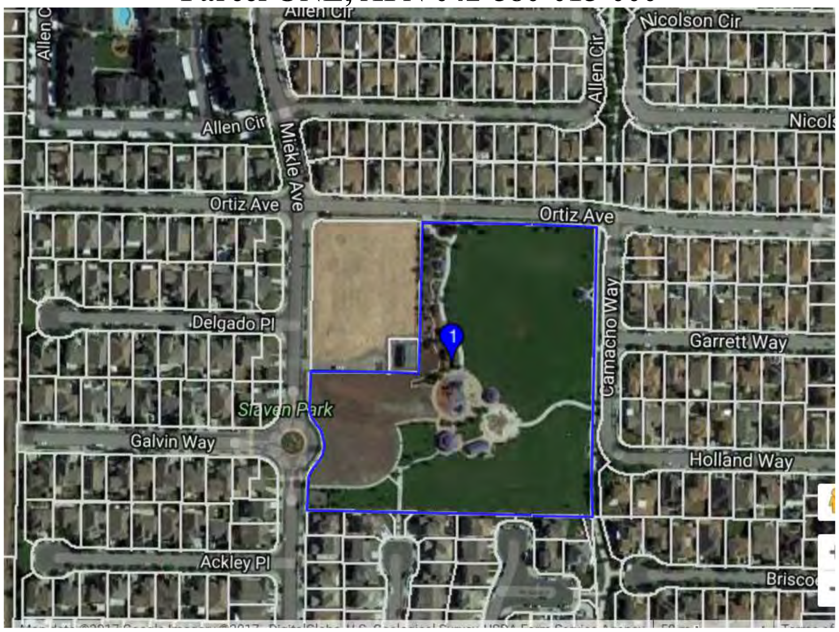
22. AMBIGUITIES. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve its objectives and purposes. Captions on sections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain, and shall be disregarded in the construction and interpretation of this Agreement. The Parties have each carefully reviewed this Agreement and have agreed to each term herein. No ambiguity shall be presumed to be construed against either Party.

23. ENTIRE AGREEMENT. This Agreement sets forth the Parties' entire understanding regarding the matters set forth. It supersedes all prior or contemporaneous agreements, representations, and negotiations and no other understanding whether verbal, written or otherwise exists among the Parties.

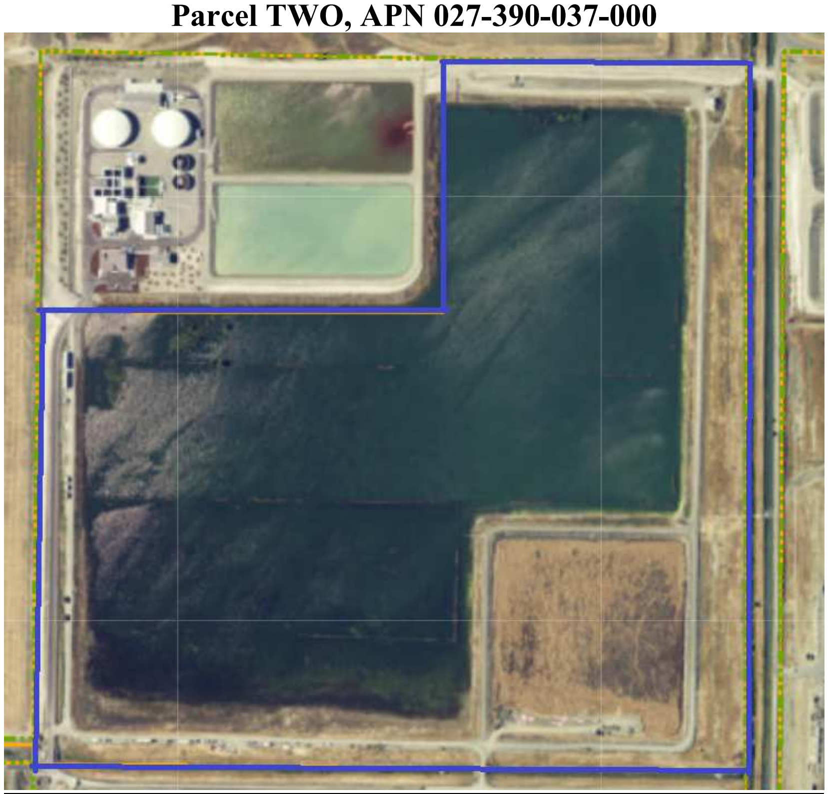
EXECUTED as of the date first written above, in Woodland, California.

CITY:	DEVELOPER:
CITY OF WOODLAND	GST CAPITAL PARTNERS, LLC
By:____________________________ Paul Navazio City Manager	By:____________________________ Name: Guy Smith Title: Vice President
Approved as to Form:	
By:____________________________ City Attorney	____________________________
ATTEST:	
By:____________________________ City Clerk	

EXHIBIT A
PROPERTY DESCRIPTION
Parcel ONE, APN 042-580-015-000



Parcel TWO, APN 027-390-037-000



Date: 01/10/2018

CONFIDENTIAL

Paul Navazio
City Manager
ATTN: Ken Hiatt, Assistant City Manager
City Hall
300 First Street
Woodland, CA 95695

Re: Communication Tower Facility Lease
Site #: CA2017008
Site Name: Woodland – Jack Slaven Park
APN: 042-580-015-000
1705 Miekle Ave
Woodland CA 95776

Thank you for taking the time to talk with me on September 6, 2017, to discuss our proposal for placing a Communication Tower Facility on lands located in the captioned sections of land. In connection with our discussion, GST Capital Partners, LLC is pleased to submit an offer to lease a 36 foot x 70 foot square foot area including an easement for access.

It is our intention to lease the proposed amount of space to accommodate a 65' foot communication tower and a communication compound for equipment.

As to the basic terms of the lease, GST Capital Partners, LLC offers the following:

- Option Lease Bonus Consideration of $5,000.00;
- Rent per Month based on following:
  - 1st Carrier: 70% rent held by GST, 30% paid to Owner
  - 2nd Carrier: 70% rent held by tenant, 30% to Owner
  - All additional Carriers: 65% rent held by tenant, 35% to Owner
  - Guaranteed minimum monthly payment of $1,000 following tower commissioning.

11 Terms of (5) Years;

- Special Provisions to be agreed upon prior to execution of Lease;
- The bonus consideration will be tendered upon execution of the Lease;

Note: $500 to be paid at the time of execution of the Exclusive Right of Negotiations Agreement and balance to be paid upon the execution of the Lease Option Agreement consistent with the Terms of the Agreement.

The full execution of this letter creates an acceptance of this offer contingent upon all federal and state permits including zoning in applicable jurisdiction being approved for the development of the proposed communication facility. Additionally, the parties agree that the terms and conditions of this offer are to be kept strictly confidential. This offer will remain open for acceptance until February 15, 2018 at 3:00 PM, after which it may be withdrawn at the option of GST Capital Partners, LLC.

Thank you for the opportunity of allowing us to present this offer. Please advise of any questions or if additional information is required in connection with the above. Should the above be acceptable, please so indicate by executing in the space provided below and return to my attention. We look forward to your response.

Sincerely,

Guy Smith
Vice President
GST Capital Partners, LLC

THE ABOVE OFFER IS AGREED TO
AND ACCEPTED THIS 10TH DAY OF JANUARY 2018.

OWNER

By: ______________________________
Print: ______________________________
Title: ______________________________
Date: ______________________________

Date: 01/10/17

CONFIDENTIAL

Paul Navazio
City Manager
ATTN: Ken Hiatt, Assistant City Manager
City Hall
300 First Street
Woodland, CA 95695

Re: Communication Tower Facility Lease
Site# CA2017009
Site Name: East of Woodland Costco
027-390-037-000
855 County Road 102
Woodland, CA 95776

Thank you for taking the time to talk with me on September 6, 2017 and our follow up conversations, to discuss our proposal for placing a Communication Tower Facility on lands located in the captioned sections of land. In connection with our discussion, GST Capital Partners, LLC is pleased to submit an offer to lease a 100 foot x 100 foot square foot area including an easement for access.

It is our intention to lease the proposed amount of space to accommodate a 150' foot communication tower and a communication compound for equipment.

As to the basic terms of the lease, GST Capital Partners, LLC offers the following:

- Option Lease Bonus Consideration of $5,000.00;
- Rent per Month based on following:
  - 1st Carrier: 70% rent held by GST, 30% paid to Owner
  - 2nd Carrier: 70% rent held by tenant, 30% to Owner
  - All additional Carriers: 65% rent held by tenant, 35% to Owner
  - Guaranteed minimum monthly payment of $1,000 following tower commissioning.
- 11 Terms of (5) Years;
- Special Provisions to be agreed upon prior to execution of Lease;
- The bonus consideration will be tendered upon execution of the Lease;

333 Marshall St., Ste. 300, Shreveport, LA 71101 Ph.: 318-302-4830 - Fax: 866-612-8569

Note: $500 to be paid at the time of execution of the Exclusive Right of Negotiations Agreement and balance to be paid upon the execution of the Lease Option Agreement consistent with the Terms of the Agreement.

The full execution of this letter creates an acceptance of this offer contingent upon all federal and state permits including zoning in applicable jurisdiction being approved for the development of the proposed communication facility. Additionally, the parties agree that the terms and conditions of this offer are to be kept strictly confidential. This offer will remain open for acceptance until February 15, 2018 at 3:00 PM, after which it may be withdrawn at the option of GST Capital Partners, LLC.

Thank you for the opportunity of allowing us to present this offer. Please advise of any questions or if additional information is required in connection with the above. Should the above be acceptable, please so indicate by executing in the space provided below and return to my attention. We look forward to your response.

Sincerely,

Guy Smith
Vice President
GST Capital Partners, LLC

THE ABOVE OFFER IS AGREED TO
AND ACCEPTED THIS 10TH DAY OF JANUARY 2018.

OWNER

By: ______________________________
Print: ______________________________
Title: ______________________________
Date: ______________________________

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: February 6, 2018
ITEM #: 13.
SUBJECT: Amendments to Affordable Housing Ordinance

Recommendation for Action:
Staff recommends that the City Council:
1.) Receive a staff report regarding amendments to the Affordable Housing Ordinance;
2.) Conduct a public hearing; and
3.) Introduce and waive the first reading of Ordinance No._____ amending Chapter 6A Affordable Housing Ordinance of the Municipal Code.

Staff Contact:
Stephen Coyle, Deputy Director Community Development, (530) 661-5910, Stephen.Coyle@cityofwoodland.org

Fiscal Impact:
The staff and legal costs associated with amending this Ordinance have been absorbed within the Community Development Department FY17/18 Budget.

Background:
Staff prepared a series of proposed amendments to the Affordable Housing Ordinance that would address regulatory and market barriers to the provision of affordable housing within infill and new development areas of the City. Staff reviewed the proposed changes to the Ordinance with City Council on December 5, 2017. The Planning Commission subsequently held public hearings on January 4, 2018 and January 18, 2018 to review and make recommendation on the amendments. The Commission, after hearing public and member comments voted three to zero with one abstention (3-0-1), to recommend adoption of the proposed amendments with one addition, a "sunset" clause that would trigger the termination of the inclusionary exemptions.

The proposed amendments to the Ordinance seek to:
1. Ensure affordable housing resources are not lost if homebuilders constructing for-sale affordable units are unable to find qualifying buyers.
2. Provide the City greater ability to capture affordable housing in-lieu fees on for-sale affordable housing in New Areas.
3. Leverage in-lieu fees through the Housing Trust Fund to build dedicated, affordable housing by qualified developers in both Infill and New Areas.
4. Improve the process and formula for calculating In-Lieu Fees.
5. Incentivize the construction of higher density housing and remove a barrier to the construction of new "missing middle" housing in Infill and New Areas.

As summarized in the table below, the inclusionary requirement for for-sale and multifamily rental housing in New Areas are substantially unchanged from current requirements of 10% of for-sale units and 25%/30% of multifamily units. Two minor changes are proposed, 1) the increase in size of for-sale projects subject to requirements from 8 units to 10 units and 2) the reduction to 5% inclusionary requirement for projects that are built at maximum density and at least 10 units per acre.

To eliminate one of the barriers to development of infill housing, the ordinance amendments would reduce or waive the inclusionary requirement for small infill housing projects in areas designated in the General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial.

The following table summarized the proposed amendments to Chapter 6A Affordable Housing of the Woodland Municipal Code:

Ordinance Requirements: New Areas	Currently Required	Proposed
Number of For Sale Units required for low-income buyers		
For-Sale	10% for min. 8 units	10%, for min. 10 units
Built at maximum allowed density, at least 10 units per acre	NA	5%
Number of Multifamily Rental Units required, by income		
Rental	Unchanged	

Ordinance Requirements: Infill Areas	Currently Required	Proposed
Number of For Sale Units required for low-income buyers		
81 + units	10%	10%
41 - 80 units	10%	5%
0 - 40 units (currently, for min. 8 units)	10%	0%
Built at maximum allowed density, at least 10 units per acre	NA	0%
Number of Multifamily Rental Units required, by income		
Low / Very Low Income, 81 + units	10%/20% or 25%	5% / 5%
Low Income, 41 - 80 units	10%/20% or 25%	5%
0 - 40 units (currently, for min. 10 units)	10%/20% or 25%	0%
Built at maximum allowed density, at least 10 units per acre	NA	0%

Discussion:
City Council directed Staff to amend the Affordable (Inclusionary) Housing Ordinance for three reasons:
First, because of the loss of for-sale affordable homes in newly developed areas. Second, because the Housing Trust Fund contains insufficient funds to build affordable housing. Third, because virtually no non-subsidized dwellings have been constructed within infill areas in the last eighteen years.

In response, the In-Lieu Fee amendments would require that, instead of allowing unsold homes in new areas be sold at market rates, absent a qualified buyer, the builder would pay an appropriate in-lieu fee. The amendments would provide greater flexibility to the Council for deciding when, where, and how in-lieu-fees are used. The fees added to the Housing Trust Fund, fund could build significant affordable housing projects in both infill and new areas. It could support the current Loan Assistance for First Time Homebuyers where the city provides loans for first time, low income homebuyers purchasing new or resale homes, by providing addition financial assistance; and Loans for Rental Projects where the city provides "gap" assistance loans for new multifamily rental developments and multifamily rental acquisition/rehabilitation projects that include units restricted to low income households. Finally, exempting qualified projects and reducing the inclusionary requirement for infill projects will incentivize the development of for-sale and rental housing, provide housing for moderate income households, and create an economic foundation for adding an inclusionary requirement in infill areas once the infill market is established. The proposed sunset clause would then close that incentive.

Public Correspondence

In addition to comments at the public hearings, the City has received several written comments from the public on the proposed amendments (see Attachment 2).

First, attached is a letter and email from Alysa Meyer, Legal Services of Northern California, dated 1/3/18 regarding the proposed amendments. She also spoke at the second 1/18/18 Planning Commission meeting, and provided comments and several recommendations. With regard to the letter's request that a sunset provision be incorporated for the waiver and reduction of inclusionary units for certain projects, a provision in the Ordinance has been incorporated. The letter provides additional comments and suggestions which are summarized and addressed as follows:

"The reduction of Inclusionary Obligations in Infill Areas is Inconsistent with the Housing Element."

- The General Plan and the Housing Element provide goals, policies and objectives with regard to housing affordability. The Housing Element satisfies the requirements for the inclusion of Infill Areas suitable for affordable housing but does not obligate the City to provide inclusionary requirements. The proposed amendments provide a pathway to increase housing affordability through a combination of regulations and market forces rather than relying solely on public subsidies which are insufficient to produce a housing for a range of household incomes.

- The Housing Element program includes the following statement, "*The City shall continue to require the provision of affordable housing as a component of market rate projects, as codified in Chapter 6A of the Municipal Code*." This statement does not obligate the city to any specific method or means of providing affordable house, rather it provides that the City shall evaluate and determine appropriate polices as part of Chapter 6A, which is the Inclusionary Housing Ordinance. The city may from time to time modify or change Chapter 6A, in a manner similar to any other section of the Municipal code. The State does not dictate to Local Jurisdictions the manner in which they encourage and provide affordable housing, but encourages agencies to provide for methodology to do so. This methodology may include the actual construction of affordable units, when most appropriate, or may allow other methods including land dedication or payment of in-lieu fees.

- Ms. Meyer's writes that: "…the City…was unable to its obligations to meet its obligations to identify sufficient land to accommodate housing for lower income households through its 2013-2021 Housing Element". The City demonstrated that capacity to provide adequate land and the higher density zoning that follows the General Plan's Land Use map will allow developers to build multifamily housing at densities required by affordable housing providers. The City continues to develop Interim Zoning as a key strategy in increasing the development of affordable housing, including the rezoning of land for higher densities.

The inclusionary ordinance "…in place since the mid-1990's...has not served as a constraint to development". Approximately 420 subsidized rental units were built over the last fifteen years including 180 West Beamer. During that period only approximately 35 non-subsidized, infill housing units has been permitted between despite a citywide vacancy of about 2%. Approximately 60 for-sale inclusionary units were provided during that same period. In light of the demand for rental and affordable housing, the current ordinance resulted directly or indirectly in relatively few affordable units. Staff believes the proposed amendments will assist in accelerating the production of rental and for-sale housing which will yield housing for lower, low, and moderate income households.

Ms. Meyer contends that, “The City shall continue to require the provision of affordable housing as a component of market-rate projects, as codified in Chapter 6A of the Municipal Code.” The City will continue to do this in part by amending the application of Chapter 6A of the Municipal Code, adjusting the percentages and exempting certain projects. The Housing Element lists as a program that the City will continue to implement this process as codified in the Code with adjustments to the requirements in the Code. This program does not preclude the City Council from using its legislative authority to make adjustments to the Inclusionary Ordinance as it sees fit during the current Housing Element cycle.

She also argues that the City does not need to do a “nexus study” before adopting an in-lieu fee. Though a “nexus study” may not represent the ideal term for the analysis, an analysis to support the fee is necessary.

Ms. Meyer’s comments on putting additional requirements on the use of land dedication and in-lieu fees remain policy issues. The City intends to maximize the flexibility so both the City and developers can address the City’s affordability requirements in different ways. While increasing inclusionary regulations might produce affordable units in some cases, they would likely reduce flexibility, so the City recommends an increase in policy considerations over regulatory constraints.

Ms. Meyer’s email recommends that the City, “Create an infill program that reduces costs for the developer. The program could include: (1) an additional density bonus for infill sites in addition to what is permissible under state law; (2) fee waivers; (3) tax abatement; (4) expedited review of plans/permitting; and (5) and other incentives for developing on a designated infill site (financing assistance, reduced setbacks, etc.). I do not think Woodland currently offers any of these incentives for developers proposing an infill project, although there is a bonus incentive project provision for affordable housing developments as required by state law at Sec 25-21-25.”

She adds, “Consider alternatives to amending the inclusionary housing ordinance to stimulate development in infill sites first, and if those do not succeed, then potentially taking a look at making changes to the inclusionary housing ordinance.” The amendments substantially target incentives for infill projects through eight proposed amendments, as opposed to two for new areas.

Alysa Meyer’s important recommendations, while not part of this ordinance, are in process as part of the City’s efforts to incentive and streamline the development of new housing, including the Interim Zoning and updates to the development impact fees.

Additionally, Bobby Harris submitted multiple emails and two letters to the Planning Commission. He also attended and spoke at both the January 4 and January 18, 2018 Planning Commission meetings. While he raises a number of issues in his correspondence, Mr. Harris appears to fundamentally object to the ordinance’s allowance of in-lieu fees rather than construction of affordable housing units. The proposed amendments allowing for in-lieu fees is a matter of policy and preference, and City staff’s opinion is that collection of in-lieu fees will in the long run cause more affordable housing to be built in the City. There is no legal prohibition on either collecting or using in-lieu fees for affordable housing, and the City has the discretion to determine the in-lieu fee amount provided it can establish a justification and rationale.

Finally, Valerie Olson recommended to Council that, “…the reduction or elimination should have a sunset clause, and should not apply to apartments or other projects of more than 40 units.” Staff added a sunset provision in the current version of the amendments to the ordinance. Ms. Olson added that, “Where in-lieu fees are accepted instead of affordable homes for properties for purchase, the in-lieu fees should not be extended to projects beyond the scope of the current allowances.

Where in-lieu fees are deposited into a housing trust fund, that fund should be used only to provide affordable housing, and a public accounting should be made on a periodic basis." The proposed amendments require that the use of the Housing Trust Fund for the provision of affordable housing. Public accounting of those funds, including how, where, and when they will be spent, will continue at minimum, annually, by City Council.

Upon adoption by City Council of the ordinance, staff will begin to implement the changes described in the amendments to the Affordable Housing Ordinance and monitor the results.

Commission/Committee Recommendation:

The Planning Commission held public hearings on January 4, 2018 and January 18, 2018 to review and make recommendation on the amendments. The Commission, after hearing public and member comments voted three to zero with one abstention (3-0-1), to recommend adoption of the proposed amendments with one addition, a "sunset" clause that would trigger the termination of the inclusionary exemptions.

The Planning Commission recommended the Ordinance's adoption with the understanding that the amendments alone will not stimulate infill housing development or address the City's housing needs. They expressed the hope and desire that the City's Interim Zoning and possible adjustment to development impact fees will work in tandem with the Inclusionary Ordinance to adequately incentivize the production of infill housing including the "missing middle" of smaller increments of horizontally and vertically attached units that once constituted Woodland's affordable housing stock.

Conclusion:

Staff recommends that the City Council:

1.) Receive a staff report regarding amendments to the Affordable Housing Ordinance;
2.) Conduct a public hearing; and
3.) Introduce and waive the first reading of Ordinance No._____ amending Chapter 6A Affordable Housing Ordinance of the Municipal Code.

Prepared By: Stephen Coyle, Deputy Director Community Development

Reviewed By: Ken Hiatt, Assistant City Manager - Community and Economic Development

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Affordable Housing Ordinance	2/2/2018	Cover Memo
Comment Letters	2/2/2018	Cover Memo

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 6A-2-10, 6A-3-20, 6A-3-30, 6A-4-10, 6A-4-30, AND 6A-4-50 AND AMENDING ARTICLES V AND VI OF CHAPTER 6A OF THE CITY OF WOODLAND MUNICIPAL CODE REGARDING AFFORDABLE HOUSING

WHEREAS, it is a goal of the City Council of the City of Woodland to achieve a balanced community with housing available for households with a range of income levels; and

WHEREAS, increasingly, persons of very low, low, and moderate income who work and/or live within the City of Woodland are unable to locate housing at prices they can afford and are increasingly excluded from living within the City; and

WHEREAS, within infill areas of the City, there are virtually no new for-sale or rental projects, nor have there been in over a decade, other than for government subsidized units; and

WHEREAS, among the reported barriers to construction of infill housing in the City of Woodland is the current Affordable Housing Ordinance, which requires the construction of affordable housing units and which purportedly makes construction of unsubsidized infill housing economically infeasible; and

WHEREAS, until and unless the City establishes a successful infill and rehabilitation market, housing affordability will not manifest in any significant amount; and

WHEREAS, this Ordinance would address these barriers to infill development created by the existing ordinance as well as conform the Affordable housing requirements to current market conditions; and

WHEREAS, a public notice describing the proposed amendments to the Municipal Code was published in the Daily Democrat, a newspaper of general circulation, in accordance with Government Code section 6061; and

WHEREAS, the City of Woodland's Planning Commission held a duly noticed public hearing which was opened on January 4, 2018 and continued to January 18, 2018, and recommended to the City Council by a vote of 3 to 0, with one member abstaining and three members absent, approval of this Ordinance to amend certain sections of the Affordable Housing Ordinance; and

WHEREAS, the City Council finds that this Ordinance is in general conformance with the City's General Plan and imposes reasonable regulations on development to facilitate the goals and policies of the City's Housing Ordinance in ensuring that a reasonable amount of housing affordable to all income categories be provided to the extent possible; and

WHEREAS, the City of Woodland City Council considered this Ordinance during a duly noticed public hearing on February 6, 2018.

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

Section 1. **Recitals.** The above recitals are hereby adopted by the City Council and incorporated as though set forth in this section.

Section 2. **Amendments to Section 6A-2-10.** The following definitions of the terms "Affordable housing cost," "Affordable rent, and "In-lieu fees," as set forth in Section 6A-2-10 of the Woodland Municipal Code are hereby amended to read as follows, and the term "Rehabilitation" is hereby added to Section 6A-2-10 of the Woodland Municipal Code to read as follows:

> "Affordable housing cost" for a purchaser means the monthly amount that is affordable to a low or moderate income household~~.~~, as applicable to the designated affordable unit. The method for calculating affordable housing costs is included in Section 6A-5-2~~3~~0 of this chapter.
>
> "Affordable rent" means the monthly rent that is affordable to a low or very low income household, as applicable to the designated affordable unit. Affordable rent shall be calculated using fifty percent of Yolo County area median income for very low income households and eighty percent for low income households, adjusted for household size. The method for calculating affordable rent is included in Section 6A-4-40 of this chapter.
>
> "In-lieu fees" means a fee paid to the city's affordable housing fund to ~~facilitate the construction of housing units for very low and low income households. The method for calculating in-lieu fees is included in Section 6A-5-20 of this chapter.~~ increase, improve, and preserve access to affordable housing in the City of Woodland. In-lieu fees deposited into the affordable housing fund may be used at the discretion of the City Council to make additional affordable housing loans to income-qualified purchasers to facilitate the purchase of homes, to subsidize affordable multifamily projects, or for any other use to promote the development of affordable housing within the City of Woodland. Up to ten percent of each year's income from the affordable housing fund may be used for administration and ongoing monitoring of loans made from the fund.
>
> "Rehabilitation" means the process of improving a substandard residential unit or returning an historic residential unit to a state of utility and conformance with applicable building codes, through repair or alteration, which allows occupancy for residential use.

Section 3. **Amendment to Section 6A-3-20.** Section 6A-3-20 of the Woodland Municipal Code is hereby amended to read as follows:

> **Sec. 6A-3-20. - General inclusionary housing requirements.**

(a) For-Sale Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial:

(1) ~~Ten percent of new for-sale units shall be affordable to low income households.~~ All new for-sale projects of any size developed at the maximum allowed density but at no less than 10 units per acre shall be exempt from the requirements of this chapter.

(2) ~~This requirement shall apply to all for-sale projects of at least eight units in size. Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.~~ All new for-sale projects of 40 units or less shall be exempt from the requirements of this chapter.

(3) For all new for-sale projects of 41 to 80 units, five percent of units shall be affordable to low income households.

(4) -For all new for sale projects of 81 or more units, ten percent of units shall be affordable to low income households.

(5) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(b) For-Sale Units in All Other Areas of the City:

(1) In projects of at least ten units, developed at the maximum allowed density but at no less than ten units per acre, five percent of new for-sale units shall be affordable to low income households.

(2) In all other projects of at least ten units in size, ten percent of new for-sale units shall be affordable to low income households.

(3) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(4) The city council may determine the need to implement an additional requirement for ten percent of new for-sale units to be affordable to moderate income households, based on prevailing conditions in the housing market. Such a finding would require an amendment to this chapter as well as an amendment to the Spring Lake specific plan and Spring Lake affordable housing plan.-

(c) Multifamily Rental Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial:

(1) Multifamily rental projects of any size developed at the maximum allowed density but at no less than ten units per acre shall be exempt from the requirements of this chapter.

(2) Multifamily rental projects of 40 units or less shall be exempt from the requirements of this chapter

(3) For all multifamily rental projects of 41 to 80 units, five percent of units shall be affordable to low income households

(4) For all multifamily rental projects of 81 or more units, five percent of units shall be affordable to low income households, and five percent shall be affordable to very low income households.

(5) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(d) Multifamily Rental Units in All Other Areas of the City:

(1) Ten percent of all multifamily rental units shall be affordable to low income households, and twenty percent shall be affordable to very low income households; or

(2) Twenty-five percent of the units shall be affordable to very low income households.

(3) These requirements shall apply to all multifamily rental projects of at least ~~ten~~twenty units. Calculations of required ~~to include a minimum of at least the percentages of units affordable to very low, low and moderate income households required by California Redevelopment Law, as it may be amended from time to time.~~ affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(e) Subdivisions (a) and (c) of this Section shall expire and be of no further force and effect on the later of (i) three (3) years from the effective date of Ordinance No. ___, which enacts this Subdivision (e) or (ii) the date upon which the City has issued building permits for a total of three hundred (300) residential dwelling units (including for-sale and multifamily units) after the effective date of Ordinance No. ___, in areas designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial. Upon the expiration of subdivisions (a) and (c), the requirements set forth in subdivision (b) shall apply to all for-sale projects in the City, regardless of location, and the requirements set forth in subdivision (d) shall apply to all multifamily projects in the City, regardless of location, except that any residential projects located in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial for which the City has accepted a complete application for development entitlements prior to the date on which subdivisions (a) and (c) expire, shall be subject to the requirements of subdivisions (a) and (c).

Section 4. **Amendment to Section 6A-3-30.** Section 6A-3-30(d)(1)(B)(ii) of the Woodland Municipal Code is hereby amended to delete the requirement that affordable rental dwelling units must have identical quality and amenities as market-rate units and shall be amended to read as follows:

(ii) Affordable rental dwelling units shall be dispersed throughout the residential project and shall be visibly indistinguishable from market-rate units within any project~~,~~ ~~including identical quality and amenities as the market-rate units;~~

Section 5. **Amendment to Section 6A-3-30.** Subdivision (e) is hereby added to Section 6A-3-30 of the Woodland Municipal Code to read as follows:

(e) If the requirements of this Chapter will be met in whole or in part through the payment of in-lieu fees, the inclusionary housing agreement shall include the amount and timing of payment of any in-lieu fees to be paid as a condition of the project.

Section 6. **Repeal and Replace Section 6A-4-10.** Section 6A-4-10 of the Woodland Municipal Code is hereby repealed and replaced in its entirety to read as follows:

Sec. 6A-4-10 - Standards Applicable to Multifamily Rental Units.

(a) Percentage of Affordable Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial. The requirements for multifamily rental units within the areas described above shall be as follows:

(1) Multifamily rental projects of any size and developed at the maximum allowable density, but at no less than 10 units per acre, shall be exempt from the requirements of this chapter.

(2) Multifamily rental projects of less than 40 units shall be exempt from the requirements of this Chapter.

(3) Multifamily rental projects of 41 to 80 units shall make at least five percent of the units on-site affordable to and occupied by low income households and five percent of the units affordable to and occupied by very low income households.

(4) Any developer of a multifamily rental project of at least 81units shall make at least five percent of the units on-site affordable to and occupied by very low income households and ten percent of the units affordable to and occupied by low income households.

This subdivision (a) shall expire and be of no further force and effect on the later of (i) three (3) years from the effective date of Ordinance No. ___, which enacts this Subdivision (a) or (ii) the date upon which the City has issued building permits for a total of three hundred (300) residential dwelling units (including for-sale and multifamily units) after the effective date of Ordinance No. ___, in areas designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial. Upon the expiration of this subdivisions (a), the requirements set forth in subdivision (b) of this Section shall apply to all multifamily projects in the City, regardless of location, except that any multifamily projects located in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial for which the City has accepted a complete application for development entitlements prior to the date on which this subdivision (a) expires, shall be subject to the requirements of this subdivisions (a).

(b) Percentage of Affordable Units in All Other Areas in the City. Any developer of a multifamily rental project of at least ten units shall make at least twenty percent of the units on-site affordable to and occupied by very low income households and ten percent of the units affordable to and occupied by low income households. In the alternative, the developer may make twenty-five percent of the units affordable to and occupied by very low income households.

(c) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(d) Term of Affordability. All affordable rental units constructed on-site shall be permanently affordable.

(e) Requirements for Construction

(1) The affordable units shall not be segregated from the market-rate units. Clustering of affordable units is allowed only if required to facilitate the construction of the project. A developer may meet the residential project's affordability obligation by either designating specific individual units as affordable units or using a system of "floating units" where the affordable units may change. However, in either option, the residential project must always contain the required number of inclusionary units. The developer shall indicate the preferred option to the city as part of the implementation of the city's affordable housing monitoring program guidelines.

Section 7. **Repeal and Replace Section 6A-4-30.** Section 6A-4-30 of the Woodland Municipal Code entitled "Land dedication for rental projects" is hereby deleted in its entirety and replaced with the following Section 6A-4-30 Procedure for determining affordable rent, to read as follows:

Sec. 6A-4-30 - Procedure for determining affordable rent.

(a) The method for calculating the affordable rent for an inclusionary unit is shown in this section. This method shall apply to both low and very low income inclusionary units. The community development department shall review these assumptions and procedures annually and make revisions as necessary.

(b) The community development department will calculate the initial affordable rents for a residential project at the time that the units will be marketed and made available for rent. The developer is to provide information on the utilities that will be included in the rent and the utilities for which the tenants will be responsible (including the specific type of service).

(c) The following procedure will be used for determining affordable rent:

(1) Calculate Income Available for Housing.

(A) Determine the Family Size Appropriate to the Unit. For purposes of this calculation, "family size appropriate to the unit" means adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit and six persons in the case of a five-bedroom unit.

(B) Determine the household annual income maximum to use for the affordable rent calculation based on the appropriate household size using the current area median income figures for Yolo County as published by HUD. For a very low income unit, the figure for fifty percent of area median income shall be used. For a low income unit, the figure of eighty percent of area median income shall be used.

(C) Calculate the amount of monthly income available for housing costs by dividing the maximum household annual income by twelve and then multiplying the maximum household monthly income figure by thirty percent. The resulting figure shall be the household monthly income available for housing costs.

(2) Estimate Annual Housing Costs. The household allowance for utilities will be estimated based on the utility costs as shown on the current "Allowance for Tenant-Furnished Utilities and Other Services" table prepared by the Yolo County housing authority, using the applicable unit size and unit type (townhouse, garden apartment or high rise). The costs used will be based on the specifications of the particular unit and the utilities provided by the property owner, for example gas or electric for heating, gas or electric for cooking, etc. Utility tables are updated by the Yolo County housing authority every year, and shall be provided by the community development department to developers of rental residential projects in accordance with the city's affordable housing monitoring program. The maximum rental rates of affordable units shall be adjusted as necessary based on changes to these utility tables. With the approval of the community development director, a property owner may provide a utility survey, verified by the city, in place of the Yolo County housing authority's utility tables.

(3) Determine Affordable Rent. Affordable rent for an inclusionary unit is determined by subtracting applicable utility costs from the household monthly income available for housing costs. Current affordable rent levels are reviewed and, if necessary, updated by the community development department at least every year, and shall be provided to developers of rental residential projects in accordance with the city's affordable housing monitoring program requirements. The maximum rental rates of affordable units shall be adjusted as necessary based on changes to household utility allowances or Yolo County area median income levels.

Section 8. **<u>Amendment to Section 6A-4-50</u>**. Subdivisions (d) and (e) of Section 6A-4-50 of the Woodland Municipal Code, relating to tenant eligibility requirements for affordable rental units, are hereby added to Section 6A-4-50 to read as follows:

(d) Rental projects shall be monitored every year to review tenant incomes and rents. The community development department shall mail letters and forms to all property owners requesting information related to the affordable units, the rents charged, and the current tenants. The project owner is responsible for providing income certification forms (in a format either provided by or approved in advance by the city) to the applicable tenants and returning the completed forms to the city as required by the city's affordable housing monitoring program policies and procedures.

(e) The community development department shall review the information submitted for each residential project to make sure that the project is in compliance with its regulatory agreement. Staff will notify the project owner of any discrepancies and establish the best practice for bringing the residential project into compliance with the applicable requirements of its regulatory agreement in the timeliest manner possible. For example, the project owner may be required to rent out available vacant units within the residential project as affordable units, or rent out other units as they become available as affordable units, in order to meet the affordable units' requirement for the residential project.

Section 9. **Amendment to Section 6A-5-10** Section 6A-5-10 of the Woodland Municipal Code is hereby amended to amend subdivisions (a) and (b) to read as follows, to reletter the existing subdivision (b) to (c), and reletter the existing subdivision (c) to (d):

Sec. 6A-5-10. - Standards applicable to for-sale projects.

(a) For-Sale Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial:

(1) All new for-sale projects of any size and developed at the maximum allowable density, but at no less than 10 units per acre, shall be exempt from the requirements of this chapter.
(2) All new for-sale projects of 40 units or less shall be exempt from the requirements of this chapter.
(3) For all new for-sale projects between 41 to 80 units, five percent of units shall be affordable to low income households.
(4) For all new for-sale projects of 81 or more units, ten percent of units shall be affordable to low income households.
(5) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

This subdivision (a) shall expire and be of no further force and effect on the later of (i) three (3) years from the effective date of Ordinance No. ___, which enacts this Subdivision (a) or (ii) the date upon which the City has issued building permits for a total of three hundred (300) residential dwelling units (including for-sale and multifamily units) after the effective date of Ordinance No. ___, in areas designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial. Upon the expiration of this subdivisions (a), the requirements set forth in subdivision (b) of this Section shall apply to all for-sale projects in the City, regardless of location, except that any for-sale projects located in

Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial for which the City has accepted a complete application for development entitlements prior to the date on which this subdivision (a) expires, shall be subject to the requirements of this subdivisions (a).

(b) ~~Percentage of Affordable Units.~~ For-Sale Units in All Other Areas of the City:

(1) ~~Any developer of a for-sale residential project of at least eight units shall make at least ten percent of the dwelling units affordable to and occupied by low income households, based on prevailing conditions in the housing market. As previously stated, such a finding would require an amendment to this chapter as well as an amendment to the Spring Lake specific plan and Spring Lake affordable housing plan.~~ All new for-sale projects of any size and developed at the maximum allowable density, but at no less than 10 units per acre, five percent of new for-sale units shall be affordable to low income households.

(2) In all other projects of at least ten units in size, ten percent of new for-sale units shall be affordable to low income households.

Section 10. Renumbering of Section 6A-5-30 and deletion of Section 6A-5-20. Section 6A-5-30 related to Procedure for sale of affordable units is hereby renumbered to be Section 6A-5-20, and Section 6A-5-20 is hereby deleted in its entirety.

Section 11. Renumbering of Section 6A-5-40 to 6A-5-30 and Amendment to New Section 6A-5-30. Section 6A-5-40 is hereby renumbered to be Section 6A-5-30 and amended to read as follows:

Sec. 6A-5-30 - Homebuyer eligibility requirements for affordable units.

(a) Maximum Income Limitation. Low-income households purchasing affordable units shall have incomes that do not exceed eighty percent of the current area median income for Yolo County as adjusted for household size. ~~In the event that the developer or owner is unable to locate a qualified low-income household purchaser within ninety days, the city shall market for sixty days to households with incomes up to one hundred percent of the area median income for Yolo County as adjusted for household size. If no qualified purchaser has been identified, the city shall then market for sixty days to households with incomes up to one hundred twenty percent of the area median income for Yolo County as adjusted for household size.~~ In the event that the developer or owner is unable to locate a qualified low-income household purchaser within ninety days, the Developer shall pay the affordable housing in-lieu fee established by the City Council, such unit shall no longer be designated as an "Inclusionary Unit", and the unit shall be released from the terms of the Inclusionary Housing Agreement.

(b) Primary Residence Certification. Purchasers must certify that the home will be used as a primary residence.

(c) Rental of Affordable For-Sale Units. In the event that the developer or owner is unable to locate a qualified household purchaser within 210 days after marketing an affordable unit in accordance with the approved marketing plan, the Developer may lease the applicable unit while continuing a good faith effort to sell the affordable units. The applicable unit shall be rented to a low income household for a monthly rent that is consistent with the requirements for affordable multifamily units as set forth in Section 6A-4-30 of this Chapter. Any such lease shall be for a period not to exceed one year, and developer or owner shall continue to solicit potential buyers during the term of the lease, provided that the developer or owner shall not sell the property until the term of such lease is expired. Notwithstanding the foregoing, the owner or developer shall not lease the property under this section for a period of greater than two years, without the written agreement of the City. The owner or developer may be permitted to pay in-lieu fees to satisfy all or part of the developer's affordable housing obligation.

Section 12. Renumbering of Section 6A-5-50, 6A-5-60, and 6A-5-70. Section 6A-5-50 is hereby renumbered to be 6A-5-40, Section 6A-5-60 is hereby renumbered to be 6A-5-50, and 6A-5-70 is hereby renumbered to be 6A-5-60. No other changes to the text shall be made other than the renumbering.

Section 13. Renumbering of Article VI of Chapter 6 to Article VII. Article VI of Chapter 6, entitled Administration, is hereby renumbered to be Article VII of Chapter 6, and the Sections within Article VI shall similarly be amended and renumbered as Section 6A-7-10 and following.

Section 14. Addition of Article VI. Article VI is hereby added to Chapter 6 of the Woodland Municipal Code to read, in its entirety as follows:

Article VI. Alternatives to on-site construction of affordable units.

Sec. 6A-6-10 Alternative Means of Compliance
Sec. 6A-6-20 Land Dedication
Sec. 6A-6-30 In –Lieu Fees
Sec. 6A-6-40 Combination of Methods to Provide Inclusionary Housing

Sec. 6A-6-10. - Alternative Means of Compliance.

As an alternative to on-site construction of the affordable units as set forth in this chapter, the city may, at its discretion, permit the developer to satisfy the requirements of this chapter through one or more of the alternative means of compliance as described in this Article VI.

Sec. 6A-6-20. - Land Dedication.

(a) A developer may be allowed to make an irrevocable offer of dedication to the city or its designee of sufficient land to satisfy the affordability requirement under this section, if either:

(1) The developer demonstrates to the city council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or

(2) In the judgment of the community development director, the developer's proposed land dedication would accomplish the objectives of this chapter.

(b) Dedicated sites for residential projects shall meet the following criteria:

(1) The dedicated site shall be a minimum of two acres unless the city agrees to a smaller site based on a special housing need.

(2) The dedicated site shall be economically feasible to develop, of sufficient size to build the required number of affordable units and physically suitable for development of the required affordable units prior to the dedication of the land. The city may, at its discretion, accept a dedicated site that will provide a different housing type than would be required if the affordable units were construct on-site, if in the judgment of the community development director such dedication would accomplish the objectives of this chapter.

(3) The dedicated site shall also have appropriate general plan designation and zoning to accommodate not less than the required number of units, be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the city.

(4) The value of the dedicated site shall be equal to or greater than the in-lieu fee in effect at the date of dedication for the applicable residential development multiplied by the number of otherwise required inclusionary units within the residential development.

(c) The city may approve, conditionally approve, or reject such offer of land dedication of any specific property. If the city rejects such an offer of land dedication, the developer shall be required to meet the affordable housing obligations by other means set forth in this chapter.

(d) Density Credit. In determining the amount of land to dedicate to satisfy a developer's affordable housing obligation, the developer shall receive credit for the base density of the dedicated site (e.g., twenty units per acre if the dedicated parcel is zoned R-20).

(e) Development of Dedicated Land. Within one year from the date of conveyance of the dedicated land to the city, the city shall determine, at its discretion, whether the dedicated land will be:

(1) Developed by the city to produce the required affordable dwelling units; or

(2) Conveyed to an affordable housing developer approved by the city to produce the required affordable dwelling units. The city council shall determine which affordable housing developer shall be conveyed the land required to produce the affordable dwelling units.

Sec. 6A-6-30 – In-Lieu Fees.

(a) The developer may be permitted to pay in-lieu fees to satisfy all or a part of the developer's affordable housing obligation if either:

(1) The developer demonstrates to the city council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or

(2) In the judgment of the City Council, the payment of in-lieu fees would accomplish the objectives of this chapter.

(b) The payment amount of in-lieu fees shall be determined pursuant to an adopted fee schedule designating in-lieu fees for-sale affordable units, to be reviewed and revised as necessary on an annual basis, provided that the payment of in-lieu fees must be approved by the city council following review of the development's affordable housing plan. The city council will review a request for payment of in-lieu fees.

(c) If the city determines that the developer may contribute in-lieu fees, the developer must pay such fees as a lump sum prior to the issuance of the first building permit for the residential project. No building permit or certificate of occupancy shall be issued by the city until the developer provides written proof of the payment of all in-lieu fees.

Sec. 6A-6-40 - Combination of Methods to Provide Inclusionary Housing.

The developer of a project may propose any combination of the requirements for the construction of on-site affordable units pursuant to Article IV and V of this Chapter and/or alternative options pursuant to this Article VI in order to comply with the provisions of this Chapter. Such proposals shall be made in and considered by the City as part of the developer's application for development entitlements, and approved by the City if the City Council finds that the combined construction of affordable units and/or alternative methods of compliance provide substantially the same or greater level of affordability and the amount of affordable housing is as required pursuant to this Chapter.

Section 15. **<u>Renumbering and Relettering.</u>** All sections, subdivisions, and other letters and numbers in Chapter 6A of the Woodland Municipal Code that have been relettered, renumbered, or otherwise changed by this Ordinance shall similarly be amended throughout Chapter 6A and the Woodland Municipal Code wherever such numbers or letters appear.

Section 16. California Environmental Quality Act Finding. The City Council of the City of Woodland finds the adoption of this ordinance to be statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation 15061(b)(3). Under Regulation 15061(b)(3), the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is exempt from CEQA. This ordinance will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the changes revise the affordable housing requirements in specific and limited areas of the City. There is no potential for the changes to result in a significant effect on the environment.

Section 17. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council on _______, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

LEGAL SERVICES
of
NORTHERN CALIFORNIA

January 3, 2018

City of Woodland Planning Commission
Chairperson Marco C. Lizarraga
Vice-Chairperson Kirby Wells
Commissioner Chris Holt
Commissioner Fred Lopez
Commissioner John Murphy
Commissioner Elodia Ortega-Lampkin
Commissioner Steve Harris

Via email

Re: Item H.2.: Proposed Revisions to Inclusionary Housing Ordinance

Dear Chairperson, Vice Chairperson and Commissioners:

We submit this letter on behalf of low-income persons in Woodland to urge the Planning Commission not to eliminate and/or reduce inclusionary housing requirements in infill areas. If the City decides to proceed with the recommendations, we propose including a sunset provision since the stated purpose of the changes is to establish a successful infill market and then add inclusionary requirements.

We appreciate the opportunity we had to discuss the City's proposed changes to the Inclusionary Housing Ordinance with City staff and the City's attorney. While we understand the City's position, we remain concerned that the proposed amendments will have long-lasting impacts on low-income individuals and families in Woodland who need affordable housing. We offer the following comments and suggestions to maintain the integrity of the Ordinance while addressing some of the challenges housing developers raised according to the City staff report.

Reduction of Inclusionary Obligations in Infill Areas is Inconsistent with the Housing Element

Eliminating the affordable provisions of the Ordinance in infill areas of the City for for-sale and rental projects of 0-40 units and reducing the requirement to only 5% for projects with 41-80 units and 10% (5% low income, 5% very low income) for projects of 81+ units is inconsistent with the City's 2013-2021 Housing Element. The housing element is one of seven elements to the general plan. The housing element is required to facilitate the development of the jurisdiction's share of the region's housing needs at each income level and must contain a statement of goals, policies, and quantified objectives, and a schedule of programs for the preservation, improvement, and development of housing. (Cal. Gov't Code §65583) The City

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must act consistently with its general plan and its housing element, and the City's zoning code and other ordinances and policies affecting land use must similarly be consistent with the housing element. (See Cal. Gov't Code §65300.5, 65860) The City's Program 9.A.11 states that the City shall continue to require the provision of affordable housing as a component of market-rate projects. (See Housing Element, Page 10) Also, the background data for the Housing Element, at Appendix E, states that the City's inclusionary requirement has been in place since the mid-1990's and it has not served as a constraint to development. (Appendix E: Housing Element Background Data, Page E-70) The City states that its ordinance "provides an effective mechanism to integrate affordable units within market rate developments." (*Id.)* The City credits the ordinance with facilitating the production of 456 multi-family rental units for lower income people since 2004, including more than 60 owner-occupied units. (*Id. at E-71.*) In light of the foregoing, any action to eliminate or reduce the inclusionary requirements would be inconsistent with the City's own planning documents. We encourage the City to continue pursuing other options to stimulate infill housing development to address the City's housing needs, including amending the zoning code.

Further, the City already acknowledges it was unable to meet its obligation to identify sufficient land to accommodate housing for lower income households through its 2013-2021 Housing Element. (See Housing Element, Page 6) The Department of Housing and Community Development required the City to implement a program to rezone sufficient land to accommodate the shortfall of sites for lower income households. The City missed the statutory deadline to rezone the land; therefore, the City must approve any low-income housing development project proposed on any site identified in the City's Housing Element land inventory, at Appendix E-1, Tables E-1-2, and E-1-3, that complies with the general plan and zoning standards and criteria. (See Government Code §65583(g); Letter from HCD to City Manager dated August 8, 2017) LSNC recommends the City focus on updating the zoning code to meet its rezone obligation and provide zoning flexibility and incentives for infill sites.

The City Should Bolster the Land Dedication Provisions of the Ordinance to Ensure Production of Affordable Units

The City proposes to permit land dedication to the City or its designee to meet the affordability requirements if the developer demonstrates to the city council that it is not feasible to develop the affordable units on-site or if the community development director determines that the developer's proposed land dedication would accomplish the objectives of the inclusionary housing ordinance. (See Sec. 6A-6-20. Land Dedication) LSNC acknowledges that land dedication is an important tool to facilitate the production of affordable units in appropriate circumstances. However, requiring affordable units to be developed onsite and mandating dispersal throughout the development is the only means of ensuring income integration and avoiding segregating low income housing from market-rate housing. The City should build in specified criteria for determining when it is not feasible to develop the affordable dwelling units on-site to ensure that affordable units are dispersed throughout Woodland.

LSNC also recommends that the City add requirements to ensure that land dedicated to meet affordable housing requirements results in the production of the forgone units. The proposed ordinance requires the dedicated sites be a minimum of two acres unless the city agrees to a smaller site based on a special housing need; LSNC recommends a minimum of two net buildable acres. LSNC also recommends that the site be located within ¼ mile of at least three of the following amenities to increase the site's competitiveness for tax credit financing, which is the primary funding tool used to develop affordable housing in today's market:

(1) An existing or planned public elementary, middle, or high school;
(2) An existing or planned public park or recreational facility;
(3) An existing or planned transit stop;
(4) An existing or planned grocery store;
(5) An existing or planned public library.

In addition, LSNC also recommends adding language to Section 6A-6-20 (b)(4) concerning the value of the dedicated site. LSNC suggests that the City calculate the credit for land dedication by an appraiser's opinion of value provided to the City by the applicant/developer based on the current value of the donated site assuming the land has been fully improved and the infrastructure necessary to accommodate any affordable housing component has been constructed.

The City Should Carefully Analyze Discretionary In-Lieu Fee Requests To Ensure Development of Affordable Housing Units and Appropriate Use of In-Lieu Fees

City staff recommends amending the Ordinance to permit ***all*** projects to satisfy all or part of the affordable housing obligation by paying a fee in lieu of building the required affordable housing units on a discretionary basis. The current Ordinance only allows developers of for-sale projects of less than 50 units to request the payment of in lieu fees. The Ordinance excludes all other projects (rental, for-sale projects of 51+ units) from the in-lieu fee option.

As stated previously, requiring affordable units to be developed onsite and mandating dispersal throughout the development is the only means of ensuring income integration and avoiding segregating low income housing from market-rate housing. Legal Services recognizes that there may be small projects for which onsite development of the affordable units may be financially infeasible. Legal Services recommends that in lieu fees be limited to small developments, or alternatively, that the City further define when it is not feasible for a developer to develop the units on-site as part of the residential project. In addition, the in lieu fees should be deposited into a Housing Trust Fund with specific criteria used to target those funds to developing low-income housing.

LSNC is also concerned about the change to the definition of in-lieu fees at Section 6A-2-10. The new proposed definition would allow the City to use such fees to "increase, improve, and preserve access to affordable housing in the City of Woodland" rather than to "facilitate the construction of housing units for very low and low income households." LSNC opposes the change because the new definition does not specifically require the funds to be used to support the production and preservation of homes for lower income households. When the developer satisfies his or her obligation to develop affordable housing onsite through a payment, the fee should be used for off-site production of the forgone units. The new proposed definition waters down the requirement through the use of vague language. LSNC suggests retaining the current definition of in-lieu fees.

The staff report also suggests that the City may conduct a nexus study to determine the amount of the in-lieu fee. LSNC agrees that it is important to build in certainty regarding the amount of the in-lieu fees and supports the publishing of a fee schedule. However, after the court decision in *CBIA v. City of San Jose (2015) 61 Cal.4th 435*, a nexus study is neither recommended nor required before inclusionary housing requirements are adopted. Nexus studies are used to demonstrate that the affordable housing need addressed by the inclusionary requirement is caused by the new market rate housing development. The studies demonstrate whether there is a quantified "rough proportionality" between the requirement and the need. Instead of conducting an unnecessary nexus study, the City should examine the financial feasibility of the inclusionary requirement. Unlike nexus studies, feasibility studies determine how a new inclusionary policy or fee might affect market rate housing development costs and profit margins, which is more useful given the City's ongoing concern about building a successful infill market.

Conclusion

LSNC appreciates the opportunity to comment on the proposed changes to the Inclusionary Housing Ordinance, which has been the primary means of developing housing for households in the lower income categories in Woodland. LSNC encourages the City to explore other opportunities for stimulating the infill market short of eradicating the effective Inclusionary Housing Ordinance. Should the City approve the changes, LSNC strongly encourages the City to include a sunset date. This will ensure that the elimination and/or reduction to the percentage of required inclusionary units for infill projects terminate after a specified period of time, or after approval of a certain number of projects or units, consistent with the City's stated purpose of incentivizing development in the infill market.

Very truly yours,

Alysa Meyer
Managing Attorney

cc: Kara Ueda, City Attorney
Stephen Coyle, Community Development
Paul Navazio, City Manager
Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director
Dan Sokolow, Senior Planner

Ken Hiatt

From: Bobby Harris <yolosun@gmail.com>
Sent: Monday, January 15, 2018 12:34 AM
To: Ana Gonzalez; Stephen Coyle
Cc: Paul Navazio; Kara K. Ueda; Erika Bumgardner; Ken Hiatt; Xochitl Rodriguez Murillo
Subject: To: Woodland Planning Commission (1/15/18)
Attachments: Critique of Dec. 5 City Council Housing Policy Item-c1.docx

Hi Ana (happy (just prior) MLK Day),

My instant note to Woodland Planning Commission and my relevant 'Critique of City Plan to Amend Its Housing Law' are attached.

Ana / Steve, please immediately refer this correspondence to Woodland Planning Commission, for its meeting of January 18.

Thanks so very much,
Bobby

January 15, 2018

From: Bobby Harris

To: Woodland Planning Commission (via Ana / Steve),

On the following seven (7) pages, please find critique of city staff (and city council) proposed amendment of the current affordable housing ordinance.

This critique is based upon transcription of various and key details and information, regarding Woodland City Council meeting, December 5, 2017.

Numerals alongside text of attachment refer to timing within this meeting.

I encourage you to pay *very close attention* to these matters, since you are our city's hope for avoiding such serious housing policy (/ legal) problems.

This material is forwarded to relevant folk, hoping for successful results.

I may present another letter to you, prior to your meeting of January 18.

However, you will be able to understand my basic objections to proposed amendments to the city's affordable housing ordinance, upon this critique.

Your reliable partner for local housing justice,

Bobby Harris

* **42:54** Hiatt speaks of city's "limited[,] meaningful impact" and ability to address the housing crisis: "[I]t is ultimately going to take a state fix[.]"

Please see California Legislative Analyst's (LAO) reports about state housing situation --
http://www.lao.ca.gov/Publications/Report/3605

Hiatt's notion of the state being either the culprit or the savior of the housing crisis is bogus; as these studies, above, clearly indicate -- most all causes and solutions of state housing shortages ("crisis") are . . . *local*.

As for Hiatt's idea of us waiting for "a state fix," here's Dan Walters' reliably capable sum-up of legislative action on housing crisis (emphasis added):

By Dan Walters (SacBee) --- October 04, 2017 05:00 AM

Gov. Jerry Brown last week signed a package of bills aimed at relieving an acute shortage of housing that has sent costs into the stratosphere and given California the nation's highest level of functional poverty.

"These new laws will help cut red tape and encourage more affordable housing, including shelter for the growing number of homeless in California," Brown said in a statement as he signed the measures in San Francisco.

Problem solved? Not by a long shot.

Money from a new tax on real estate transactions and a state bond issue will, by official estimates, result in **77,000 new housing units over five years** when merged with funds from nonprofit groups, private investors and tax credits for low-income projects.

That's **less than 20 percent of the state's projected need for additional housing during that period, and it could be years before any of the promised housing is available.** The regulatory fast-tracking in other bills could go further toward filling the need, but no one knows for certain.

The new tax on real estate paperwork and mandates to use "prevailing wages" in projects would actually make new housing development even more expensive.

The housing package continues a syndrome one might call "half-a-loafism."

Politicians huff and puff on an issue, finally produce something short of a full solution, **oversell it to the public** and then turn their attention to something else. Years later, with the underlying problem still unresolved, everyone wonders why it didn't have the promised outcomes. [ ]

* **45:00** Hiatt speaks of determining uses of in-lieu fees[,] to provide as much affordable housing as we can."

We need to *always distinguish* for-sale from rental units, when referring to "affordable housing."

* **46:19** Hiatt states that inclusionary zoning: "Is not a state requirement, we don't have to have that, the city chooses to have that . . . ."

This is *technically* true, although with two caveats and a strong objection:

(1) The California Supreme Court has recently and strongly upheld inclusionary zoning -- https://www.leagle.com/decision/incaco20150615048

Excerpt from Justice Chin's concurring opinion (emphasis added):

The ordinance requires the developer to provide a certain number of units that are more affordable, i.e., less expensive, than the unrestricted units presumably will be. This requirement might cause the developer to **make a smaller profit** on these affordable units than on other units, but so do many valid zoning requirements. What the ordinance does *not* do, at least on a facial challenge, is require the developer to provide *subsidized* housing.

The ordinance does not prohibit the developer from building the affordable units in a less expensive way than the other units. It does restrict the ways the developer can build the affordable units more cheaply than other units. As the majority summarizes it, the ordinance requires that the affordable units "have the same quality of exterior design and comparable square footage and bedroom count as market rate units." (Maj. opn., *ante,* at p. 451.) But the **ordinance also "permits some different `unit types' of affordable units (for example, in developments with detached single-family market rate units, the affordable units may be attached single-family units or may be placed on smaller lots than the market rate units)** [citation], and also allows the affordable units to have different, but functionally equivalent, interior finishes, features, and amenities, compared with the market rate units." (*Ibid.*)

Thus, the ordinance leaves room for the developer to build the affordable units more cheaply than the other units. Accordingly, **it is not clear to me, and certainly not on a facial challenge, that the developer could not turn a profit even on the affordable units, although probably a smaller one than on the unrestricted units**. Because of this, I agree with the majority that the ordinance is a valid land use regulation.

https://harvardlawreview.org/2016/03/california-building-industry-assn-v-city-of-san-jose

https://www.supremecourt.gov/opinions/15pdf/15-330_1q24.pdf

(2) Inclusionary zoning is simply a useful concept / approach / tool / technique for satisfying state housing law (for example, Government Code 65913 -- the basis for my current housing lawsuit against the city).

Hiatt can say to you that inclusionary zoning -- "is not a state requirement, we don't have to have that, the city chooses to have that [;]" . . . however, the truth is that the city must abide / obey bedrock state housing law – *regardless* -- of *how* such enforcement is accomplished.

City (failed) management of its unsuccessful inclusionary zoning law has resulted in a pivotal lawsuit – *because it has violated and corrupted its law* – not because of any inherent problem with inclusionary zoning, itself.

Thus, Hiatt's *serviceable cynicism* should be understood for what it is, frustration caused by the city's inability to administer a proper and lawful housing program / channel – its obvious and basic duty under existing, durable (and of course, *required*) state law.

Strong language related to "feasibility" of inclusionary / affordable housing exists within the *current* ordinance for a good reason, because it's essential to satisfy state housing law -- diluting it, as in amendment, . . . is unlawful.

Apparently, Hiatt is trying to cynically diminish the integrity and significance of inclusionary zoning, in order to more easily advance transforming it into a mechanism to collect in-lieu fees. In-lieu fees are a limited, infeasibility '*escape-hatch*' for certain inclusionary development -- not its purpose.

The amended ordinance is plainly declared by Hiatt, to be such a scheme, based on *unaffordable housing products* which are practically guaranteed to be unsellable; which, after only *90 days*, results payment of in-lieu fees.

Also, such a scheme of trading / substituting for-sale units for rentals *violates longstanding policy of SLSP* (and otherwise within the city), that such housing categories must be kept separate, regarding in-lieu fees.

(3) Subversion of the city's inclusionary zoning ordinance / program, by such proposed amendments, violates Government Code 65913. *Plainly, the city is now trying to adopt what it wanted, as it prior violated this law.*

* **49:35** Hiatt wants to "incentivize" [ ] a greater variety of housing to be built in new growth areas[,]" by reducing to 5%, present 10% inclusionary zoning requirements for (maximum allowed density) projects of 10 units or more to an acre, to "incentivize higher density for-sale units to be built, [a] townhouse product that we're not seeing built anywhere in this community."

Are a very few units of inclusionary housing an actual barrier to developing at higher densities? Rather, it seems to be obviously *easier* to develop affordable housing units, *at such higher densities*. Why not relax, on such a (flawed) premise, inclusionary requirements over - all - housing density?

Incentive for housing development must be more than such marginalities.

Our essential problem is that the city *does not zone to mandate affordable design of a reasonable proportion of housing units* (zoning for small lots with large lot coverage), within its (state unlawful) mix of housing products.

* **52:00** Hiatt describes a staff recommendation to exempt from inclusionary zoning requirements for-sale *infill* projects of 40 units or less and reduce by half these programs, for projects of 41 to 80 units. He goes on to say this policy is needed to "see these infill projects built, establish the basis in the market and prove to the lenders that there is a market for housing [to be] built in infill here in Woodland [for which] there no comps available and to get these projects established and built and establish those comps" will best allow the city to later restore inclusionary zoning requirements to current level.

If "the lenders" don't already know there is a massive market for both affordable and market-rate housing, as infill, I wonder about their sanity.

Along lines of Hiatt's plan, a lengthy history of success is required to be able to *belatedly* accommodate (inclusionary) affordability; I don't buy it.

According to city (provided) material, the *City of Roseville* operates on 10% inclusionary housing zoning -- without any exceptions. Lenders clearly assist those folk, because funding *remains lucrative*, absent collision with developers who are attempting to resist inclusionary housing requirements.

* **53:00** Hiatt describes reduction of inclusionary zoning requirements for infill rental projects, in all size categories, eliminating affordable units in projects of less than 40 units.

Please see above comments.

* **53:30** Hiatt describes use and rationale regarding in-lieu fees in Spring Lake Specific Plan. "The council has made some policy choices to prioritize, rather than seeing those units constructed, to actually have in-lieu fees paid for those projects and the basis for that is many fold but primarily due to the loss of redevelopment set-aside money and funding necessary to help assist low-income rental projects being built in this community, if we don't have a local match funding program, we will not really be able to compete for tax-credit projects for [rental housing]. In the totality of all of the affordable housing needs, those who are at most risk are those who are the renters rather than the for-sale home buyers. And so the preference in the ordinance we're recommending actually be worded in a way to favor, per the city's choice, payment of in-lieu fees for for-sale projects," as well as limit affordable-unit marketing time to 90 days, after which an in-lieu fee is invoked.

City policy to "prioritize" and provide "favor / preference," to affordable rental housing, by subverting / eliminating within instant scheme, (*state law*) *required feasibility* of for-sale housing -- <u>violates Government Code 65913</u>.

* **57:45** Davies' question about marketing time period, "since we're trying to commit to this project." Hiatt: we want developers "to pay an in-lieu fee for the privilege of selling [the affordable unit] at market rate."

Davies is (earnestly) lost within these issues; again Hiatt asserts his plan.

* **59:30** Barajas appears quite confused about application of the amended ordinance ("new growth areas" / "future development"), to be addressed by Hiatt ("providing context"), who states that: "Housing being built [ ] in Spring Lake is actually not going to be subject to any of these changes; they're under their own affordable housing plan that was developed under the current ordinance; they have development

agreements in place." Thus, the amended ordinance will not apply within Spring Lake Specific Plan, but only to yet to be annexed projects south of the city.

Of course, "their own (SLSP) affordable housing plan, developed under the *current* ordinance" . . . will soon be swept into existing litigation, since these "development agreements in place," *directly and analogously*, clearly violate both city law and state law; *this legal reality is prima facie*.

Please see Government Code 65913.7.

* **1:00:50** Discussion ensues about infill application of amended ordinance. "Typically, these in-fill units, if they're for-sale, the theory here, right, is that they will be built smaller, generally attached, given [developers'] desire to get as many units, and our policies, actually, to see higher densities built. So, inherently, these units are going to be a little bit more affordable than what you're seeing out in Spring Lake built. And, you know, rough math shows that they'll be at moderate or below [for unit] sales prices."

Well, why doesn't such "rough math" apply in SLSP? Hiatt has said there is not a market – (*just*) referring to *resistance* of SLSP housing developers?

Surely, there is a great *demand* – *market* for such housing products – however, the city must reliably zone for such *supply* – *market* products.

Hiatt is here baiting the CC with talk of "moderate or below [for unit] sales prices[,]" but at least there is some recognition of the viability of such housing. Please see comments, above, on this basic topic.

* **1:02:40** Stallard weighs in: "I really like the concept of a house that's built as an affordable unit but can't be sold as an affordable unit, that somehow the difference between that affordable price and a market-rate price that may subsequently be put on it, . . . that [amount of money] becomes a contribution to in-lieu housing. That makes immense sense to me and does not incentivize the developer to let it sit there until they can sell it as a market-rate unit. [Later, Fernandez agrees with Stallard, calling this notion: "brilliant."] Part of what we're trying to do here is address the

factors that discourage infill development, because if we get more housing, theoretically, everybody benefits with more housing; hopefully, that will mean more units available somewhere along the line, for people of lesser means."

Of course, Stallard is (*believably*) oblivious to the *reality* that in-lieu fees will amount to -- *only a small fraction* -- of the actual "affordability gap," about which he is precisely referring.

Hiatt *does not* attempt to correct him, in fact he suggests that this view is indeed correct and *will soon* (*you bet*?) appear in the amended ordinance.

For example: 200 units times (present) ~$5300 in-lieu fee per unit, amounts to about $1 million, while 20 units (10%) at ~$200,000 of "affordability gap" amounts to $4 million.

The city would have to install in-lieu fees of about -- $20,000 per unit -- to bridge this actual "affordability gap," of the *current* (*lawful*) ordinance.

This is one of my questions, about which any answer was *denied / refused* at PC meeting of January 4.

Does anyone, at some point in time, have a response to this stark critique?

* **1:10:40** Hiatt says that there exists a "disincentive" caused by inclusionary zoning, against building higher residential densities, because of an absence of distinction between "for-sale [units] relative to density. [ ] The market just isn't there yet to substantiate [ ] smaller-lot, for-sale type projects." So, says he, relaxation of inclusionary requirements is needed.

This view is patently illogical; higher residential densities afford much better access to housing affordability, than lower densities (which do not do so).

Demand-market is - *way* - there (just look around our city and our state); our problem is that our city will not apply -- *required* -- Government Code 65913 standards to the *supply*-market side of this housing equation.

That is why my lawsuit exists.

Ken Hiatt

From: Bobby Harris <yolosun@gmail.com>
Sent: Wednesday, January 17, 2018 2:37 AM
To: Ana Gonzalez; Stephen Coyle
Cc: Paul Navazio; Kara K. Ueda; Erika Bumgardner; Xochitl Rodriguez Murillo
Subject: 2nd Letter to PC for Jan. 18 meeting
Attachments: 2nd Letter to PC for Jan 18 Meeting-c1.docx

Hi Ana and Steve,

Please, *immediately* distribute this second letter to PC, regarding its meeting of January18, so that members have a good chance to read both this letter and my prior letter,

Thanks so much,
Bobby

January 16, 2018

To: Woodland Planning Commission,

From: Bobby Harris (p. 1 of 4)

I have sent you (1/15/18) my detailed Critique of this agenda item, as it was presented at the city council meeting of December 5, 2017. There has not been posted any such recording of your meeting of January 4, 2018, about which I had hoped to present a similar sort of critique; *oddly* – recording of the city council meeting of January 16 is *already* posted; *where* is the public recording of *your prior meeting*, *which should have been as timely posted*?!

City staff and council now propose to *formally* relax / repeal / amend our affordable housing ordinance; after, the city's: *informal*, serial, chronic and deliberate violations during recent years of this ordinance, the city's voter-enacted, urban limit line ordinance and related city and state planning law.

Prudler and various Spring Lake (SP) projects have been approved using obviously unlawful -- (please see: Government Code, 65913, *et seq.*, and various provisions of Municipal Code, 6A-5-20) -- *in-lieu fee -- "actions"* -- (*per Gov. Code 65913.7*) by city council. Also absent from these housing project approvals, was implementation of the city's (2006) urban limit line law, requiring continuous review and evaluation of such relevant land use decisions, for determination of potentials for increased residential densities.

City Community Development Director, Nick Ponticello (by his letter of Nov, 2011), essentially directed a *fundamentally revised* Prudler housing project to submit an - *updated* - petition to the city planning commission, in order to move forward. In just a few months, though, he was replaced; this project then moved forward -- flagrantly violating (his citation of) basic city law.

Ordinances about housing developments *are not guaranteed* recognition and enforcement in Woodland, as *indisputably indicated* by such situations. *Nevertheless*, the city *must establish* ordinances, reflecting its obligations to perform state housing policy, such as Government Code 95913.2 ([the city]: "Shall refrain from imposing criteria for design, [ ] for the purpose of rendering infeasible the development of housing for **any and all** economic segments of the community[;]" – emphasis added).

The city council persistently refuses to create and use feasibility analyses required under its Municipal Code, 6A-5-20 (d)(1) (emphasis added):

> *"For for-sale residential projects of **less than fifty units** where the city council **determines that it is not feasible or suitable** for the for-sale residential project to have on-site affordable units, the city and developer may agree to a contribution of in-lieu fees to satisfy the developer's affordable housing obligation. Only the city may initiate this in-lieu fee option and **only where it is demonstrated based on substantial evidence that there is no feasible alternative**."*

Plainly, both Prudler and Spring Lake Central projects involve -- far more units -- than the current city ordinance allows ("less than fifty units") *and* related to these project approvals, . . . there obviously were no feasibility analyses / presentations -- which "demonstrated based on substantial evidence that there is no feasible alternative[,]" to in-lieu fees.

A 50-unit cap and durable feasibility analyses exist within city law for good reasons, so projects of *reasonable significance must comply* – otherwise, the *basic concept* of inclusionary zoning is being subverted / abandoned.

Curiously, these strong features of inclusionary zoning policy (currently being litigated for intentional, compound, chronic, city violations) are being *excised / eliminated* by the proposed, amended ordinance, which also flatly exempts from such zoning all housing projects of less than 4o units and provides such (10%) zoning only for projects of 81 units or more.

Apparently, the city believes it is able to -- *conduct a crime wave / spree* -- against its own law; then, *revealingly*, to circle around, proposing adoption of *these similarly unlawful* amendments, as to *ratify* its *crime-wave / spree*.

It is your obligation to defend city planning law against such grave assault.

If these amendments are adopted, such will become joined with my lawsuit.

In addition, another essential ordinance feature, regarding the housing "Affordability Gap," (*legally necessary to satisfy Government Code 95913*), Municipal Code, 6A-5-20 (d)(3), is being proposed for instant elimination:

[ ]

(3) The in-lieu fee for each affordable unit for which the developer is responsible under this provision shall be sufficient to make up the gap between: (i) the affordable purchase price for a low-income household, and

(ii) the market value as determined by an appraisal (i.e., the "affordability gap"), plus a fee for administration of the city's inclusionary housing program. The appraisal shall be completed no earlier than six months prior to the calculation of the in-lieu fee. [ ] The in-lieu fee for a residential project shall be determined using the following methodology:

(A) The market value as determined by an appraisal – (minus) the affordable purchase price of a low-income household for the residential project. This amount determines the "affordability gap."

(B) Calculate the inclusionary unit amount for the residential project at ten percent of the total (fractions of a whole unit shall be rounded up).

(C) Multiply the "affordability gap" by the number of inclusionary units required for the residential project.

(4) The product of this calculation plus the administration fee per unit equals the in-lieu fee to be charged for the residential project.

(5) An example of an in-lieu fee calculation for a twenty-unit for-sale single-family residential project is as follows:

Market value as determined by an appraisal	=	$250,000
Affordable purchase price for low-income household	=	$150,000
Affordability Gap	=	$100,000
Inclusionary unit requirement	=	2 units (10% of 20 units)
$100,000 Affordability Gap × (times) 2 units	=	$200,000
$200,000 + administrative fee	=	in-lieu fee for the residential project

Currently, such an "Affordability Gap" is, in general, about $200,000, largely because the city *does not demand of developers the creation of genuinely affordable housing products*, *predicated through proper feasibility analyses, necessarily / essentially involved to satisfy Government Code 95913*.

City obedience to state housing policy is usefully organized and effectuated by means of a *proper program* of inclusionary zoning – with *feasibility analyses* about the current, adverse, unsustainable: "Affordability Gap;" this zoning is *not* a means of *avoiding* such basic municipal obligations.

* Please also see my added comments regarding this *specific subject*, *just above* (related to Councilmember Tom Stallard's remarks), upon page 7 of my Critique, noted at the opening of this letter and already sent to you.

Your reliable partner for local housing justice,

Bobby Harris

Ken Hiatt

From:	Bobby Harris <yolosun@gmail.com>
Sent:	Thursday, January 18, 2018 1:34 AM
To:	Ana Gonzalez; Stephen Coyle
Cc:	Paul Navazio; Kara K. Ueda; Erika Bumgardner; Ken Hiatt; Xochitl Rodriguez Murillo
Subject:	* Third Letter to PC -- for Jan 18 agenda item
Attachments:	Third Letter to PC - Jan 18 agenda - New Legislative Bills-c1.docx

Hey Ana and Steve (and another hello to PC members),

Please, *immediately* transmit / forward this email to PC members.

In order to effectively demonstrate that I am -- relevantly concerned about the dire situation of local rental housing -- I have drafted a third letter to PC for its Jan 18 agenda.

This three-page letter concisely identifies and elaborates upon the two recent state legislative enactments, which clearly are most urgent and pivotal for advancement of our local (affordable) rental housing.

I have said (within my initial letter's *Critique* (using LAO housing reports)) that a 'state-fix' is not our local planning salvation, since these housing issues primarily have local sources and solutions (such as (staff suggested) *controversial* postures of housing lenders), also offering Dan Walters' (SacBee) seasoned view about the fact that recent legislative action will only produce a 'drop in the bucket' of overall state housing (crisis) needs.

Caveat to my view, though, is that two 2017 legislative enactments deserve our instant attention and diligent action.

These two key bills (now law) are identified and briefly discussed -- within this third letter to PC -- amidst my further explication of such matters.

Your reliable partner for local housing justice,
Bobby

January 17, 2018

To: Woodland Planning Commission

From: Bobby Harris (p. 1 of 3)

This is a *third* letter from me, concerning proposed amendments of the city affordable housing (inclusionary zoning) ordinance, set for hearing on January 18. This note clarifies relevant values of two legislative measures.

Advocacy of my initial two letters involves key issues of for-sale housing.

I realize that dissolution of state redevelopment authority causes funding problems regarding affordable (rental) housing. Two bills of 2017 -- now chaptered -- provide some relief about such problems and an important reauthorization of local powers for inclusionary zoning of rental housing.

* AB 1598 authorizes a city or county to create an affordable housing authority, modeled after CRIA (Community Revitalization and Investment Authority) law (AB 2 of 2015), to fund activities related to the promotion and development of affordable housing. AB 1598's provisions specify that the authority can capture property tax increment or revenues from a local sales and use tax or transactions and use tax, provided that the use of those revenues by the authority is consistent with the purposes for which that tax was imposed. AB 1598 also contains the process for forming the authority, the governance structure of the authority, and requires the authority to adopt an affordable housing investment plan and what that plan must contain, as well as a requirement for the authority to comply with the Ralph M. Brown Act, Public Records Act, and the Political Reform Act.

Over the last 60 years, redevelopment agencies used tax increment to finance affordable housing, community development, and economic development projects. The dissolution of redevelopment agencies created a void and as such, an effort to create new tools that would support community and economic development activities was undertaken. AB 2 allowed local government entities, excluding schools, to form a CRIA to collect property tax increment and issue debt. The CRIA could use its powers to invest in disadvantaged communities with a high crime rate, high unemployment, and deteriorated and inadequate infrastructure, commercial, and residential buildings. Three of these four conditions would constitute blight. The area where the CRIA could invest would also be required to have an annual median household income that is less than 80% of the statewide annual median income. This is different from redevelopment agencies that were required to conduct a study and make a finding that blight existed in a project area before they could use their extraordinary powers, like eminent domain, to eradicate blight.

Like redevelopment agencies, AB 2 (2015) allowed CRIAs to freeze the property taxes at the time the plan for revitalizing the area is approved. The CRIA collects all the tax increment or the increase in property taxes that is generated after that point and use it on specified activities. Unlike redevelopment agencies, AB 2 specified that the taxing entities in the area, including the county, city, special districts, or a military base must agree to divert tax increment to the CRIA. Local government entities that initially participate can opt out by giving the auditor-controller sixty days' notice; however, the auditor controller will continue to collect the local government entities' portions of tax increment until any debts issued up until then have been repaid. No portion of the local schools' share of tax increment may go to the CRIA.

AB 1598 text and additional information:

http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1598

http://nonprofithousing.org/wp-content/uploads/AB-1598-Mullin-Expanded-CRIAs-for-AH-fact-sheet-1.pdf

Our city does not have to unlawfully conduct itself, as prior noted, to satisfy demands for rental housing. Our city would benefit from swift establishment of AB 1598's Community Revitalization and Investment Authority, to fund activities related to the promotion and development of affordable housing through local tax increment financing without raising taxes.

* AB 1505 – Analysis by: *California Budget & Policy Center*

__ Harnessing Private Funding to Pay for Affordable Housing Development Through Inclusionary Zoning __

AB 1505 reaffirms the authority of local governments to apply "inclusionary zoning" policies to proposed rental housing developments. These policies require developers of market-rate housing to include a set percentage of units of affordable housing within their projects, or support development of affordable housing units elsewhere through fees in lieu or other means.

- **Assembly Bill 1505** (Bloom) was written to overrule a 2009 appellate court decision (Palmer/Sixth Street Properties LP vs City of Los Angeles) that stipulated that inclusionary zoning policies could not be applied to rental housing developments. Many California jurisdictions have inclusionary zoning policies in place for ownership housing, and many applied these policies to rental housing prior to 2009, so the "Palmer Fix" restores this local planning mechanism as a tool to regulate the production of rental housing as well.

By requiring market-rate housing developers to incorporate or provide funding for affordable homes, inclusionary zoning policies harness a portion of the private revenues generated by market-rate housing production to fund production of homes affordable to lower-income households. Given that the need for affordable housing greatly exceeds the state's ability to directly fund construction of new affordable homes, inclusionary zoning can be a useful strategy to involve market-rate housing developers in addressing the affordable housing shortfall. Such policies need to be well-calibrated to the local housing market, however, so that their requirements do not discourage housing developers from building at all. AB 1505 allows the state to review local inclusionary policies when circumstances suggest the policies might be overly inhibiting housing development needed to meet a community's fair share housing goals.

Our city should immediately use this (*restored*) local planning mechanism, a tool to strongly advance and regulate local production of rental housing.

From: webmaster
Sent: Thursday, January 25, 2018 2:16 PM
To: Web-CityCouncil <Web-CityCouncil@cityofwoodland.org>
Subject: ContactUsByDepartment Form Submission

This email was submitted via the Contact Us form on the City of Woodland website:

1. Select the functional area you would like to contact:
Area : City Council
For Utility Billing questions, please provide an address: :
2. Enter your personal information:
First Name: Valerie
Last Name: Olson
Email Address : olsonmac@wavecable.com
Phone: 5304021684
3. Write your message:
Comments: To: Honorable Mayor and City Council of Woodland Re: Testimony Submitted for Proposed Revisions to Affordable Housing: I recently heard about the proposed revisions from the Planning Commission regarding the Inclusionary Housing Ordinance, and notactually seen any public notice with the specific language, I am voicing my concerns, cognizant that some of these concerns may be addressed prior to the public hearing. They are: Any revisions should be consistent with the General Plan and the California Government Code. To the extent the existing requirements for a percentage of affordable housing is to be reduced or eliminated for the infill projects, the reduction or elimination should have a sunset clause, and should not apply to apartments or other projects of more than 40 units. Where in-lieu fees are accepted instead of affordable homes for properties for purchase, the in-lieu fees should not be extended to projects beyond the scope of the current allowances. Where in-lieu fees are deposited into a housing trust fund, that fund should be used only to provide affordable housing, and a public accounting should be made on a periodic basis. I understand that the underlying rationale for the proposed revisions is to provide more affordable apartments to rent, which are certainly needed, as are affordable (start-up) houses for sale; however, forgiving the affordable requirement for infill projects, that would include apartment building units, seems to be contradictory to the purpose of creating more affordable apartment units. I would like to include this testimony into the record of any Woodland City Council (Council) public hearing (February 18th) where revision of current policies for affordable housing requirements, and in lieu payments, is presented by the Planning Commission for Council review. I would also like to track the outcome, so I would appreciate notification when minutes are published.
4. Please enter the following word in the text box below.:

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: February 6, 2018
ITEM #: 14.
SUBJECT: City of Woodland and County of Yolo Tax Sharing Agreement related to planned Annexations for the Woodland Commerce Center, Woodland Industrial Park, and HWY 113/CR25A Mixed Use Development (Woodland Research and Technology Park)

Recommendation for Action:
Staff recommends that the City Council:

1. Adopt Resolution No. _____ authorizing execution of a Revenue Sharing and Property Tax Exchange Agreement between the City of Woodland and Yolo County related to planned annexations for the Woodland Commerce Center, Woodland Industrial Park, and HWY 113 / CR 25A Mixed Use Development (Woodland Research and Technology Park), and
2. Adopt Resolution No. _____ authorizing execution of the Second Amendment to the Gibson Ranch Revenue Sharing and Property Tax Exchange (Agreement 92-49, dated March 31, 1992).

Staff Contact:
Ken Hiatt, Assistant City Manager, (530) 661-5930, Ken.Hiatt@cityofwoodland.org

Fiscal Impact:
Based on the tax sharing splits within the proposed agreements, development of the property in the three potential annexation areas would generate a net positive impact on the city General Fund. Due to the higher service cost proportionate to property tax revenue for projects with residential development, the Mixed Use Project (Woodland Research and Technology Park) would yield a net fiscal deficit to the city General Fund. This deficit would be more than offset by net positive revenue from the two Industrial areas. However, as development in the Industrial areas is not certain, the City, as part of the development entitlements for the Mixed Use Project will require supplemental special tax districts such as CFD's and assessment districts to ensure new project service costs are covered by tax revenues. Additionally, due to a provision in the 1992 Gibson Ranch tax-sharing agreement, the City is currently required to share 20% of its Transient Occupancy Tax (TOT) with the County. The proposed agreements will provide for the retention of 100% of the TOT revenue from new hotels built after January 1st of this year.

Report in Brief:
City and County staff have reached tentative agreements on the parameters for a Revenue Sharing and Property Tax Exchange specific to three projects proposed for future annexation. These include the Woodland Commerce Center, Woodland Industrial Park and Woodland Research and Technology Park (113/CR 25 A Mixed Use Project).

Property Tax Revenues. The tax-sharing agreement provides for the allocation of property tax revenues projected to be generated by development of the three properties, largely in proportion to the anticipated costs of municipal services borne by the City of Woodland and Yolo County, as follows:

Tax Rate Area			Woodland Commerce Center / Woodland Industrial Park				HWY 113 / RD25A Mixed Use (Woodland Research and Tech Park)			
	1% Property Tax Apportionment	Tax Rate Area Local Agency Share	Service Responsibility / Tax Split				Service Responsibility / Tax Split			
			County	City	County	City	County	City	County	City
County General Fund	0.11761	**0.11761**	0.03528	0.08233	30%	70%	0.07409	0.04352	63%	37%
County ACO Fund	0.01408	**0.01408**	0.00422	0.00986	30%	70%	0.00887	0.00521	63%	37%
County Library	0.02104	**0.02104**		0.02104	0%	100%		0.02104	0%	100%
County Road District #2	0.02242	**0.02242**		0.02242	0%	100%		0.02242	0%	100%
Springlake Fire	0.07359	**0.07359**		0.07359	0%	100%		0.07359	0%	100%
Sac Yolo Mosquito & Vector Control	0.00989									
Yolo County Resources Conservation District	0.000227									
Yolo County Flood Control District	0.0072									
County Schools	0.03549									
WJUSD	0.3712									
Yuba Comm College District	0.07754									
ERAF	0.25002									
Total	**100.00%**	**24.87%**	3.95%	20.92%	15.9%	84.1%	8.30%	16.58%	33.35%	66.65%

- County General Fund and Accumulated Capital Outlay Fund
  - Woodland Commerce Center: 30% Yolo County / 70% City of Woodland
  - Woodland Industrial Park: 30% Yolo County / 70% City of Woodland
  - Woodland Research Park: 63% Yolo County / 37% City of Woodland
- County Library: 100% City of Woodland
- County Road District #2: 100% City of Woodland
- Spring Lake Fire District 100% City of Woodland

Sales and Use Tax. With respect to the Woodland Research Park, base year sales and use tax revenues up to $155,000 per year shall be retained by the City. In any year where the inflation-adjusted sales tax revenues generated by the project area exceed $155,000, the City will distribute 15% of the revenues in excess of the inflation-adjusted base revenues to Yolo County.

In addition, as part of the negotiations related to revenue sharing for the subject parcels, the City and the County have agreed to amend the existing 1992 Gibson

Ranch tax-sharing agreement related to sharing of Transient Occupancy Tax (TOT), or hotel tax revenues. Per the proposed amendment, the City will receive 100% of all TOT revenues from new hotels constructed within the City of Woodland. TOT revenues generated by existing hotels will remain subject to the tax-sharing formula provided for in the Gibson Ranch Agreement which obligates the City to pay the County the equivalent of 20% of the total citywide TOT.

Background:
The City of Woodland is in the early stages of processing applications for development projects for property within the city's voter-approved Urban Limit Line, but outside the current city boundaries. Concurrent with the processing of the development applications, the city must commence annexation proceedings, consistent with the applicable state law as administered by the Local Agency Formation Commission (LAFCO).

Under state law, a prerequisite for LAFCO to process a duly submitted annexation application is agreement between the annexing City and County on a tax-sharing agreement governing the allocation of property taxes on parcels to be annexed. The tax-sharing agreement is the primary vehicle available to help ensure that property tax revenues are allocated to the City and County consistent with each entity's responsibility for providing municipal services to the residents and businesses within the newly-annexed territory.

Based on the negotiated tax-sharing agreement and resultant allocation of anticipated tax revenues to the city and county, a typical entitlement process provides additional tools to help ensure that any given development generates sufficient revenues to cover the anticipated costs of providing municipal services. These tools include negotiated development agreements, application of appropriate development impact fees, and – in some cases – establishment of supplement assessments such as Community Facilities Districts (CFD's) and/or Landscaping and Lighting Assessment Districts (LLAD's).

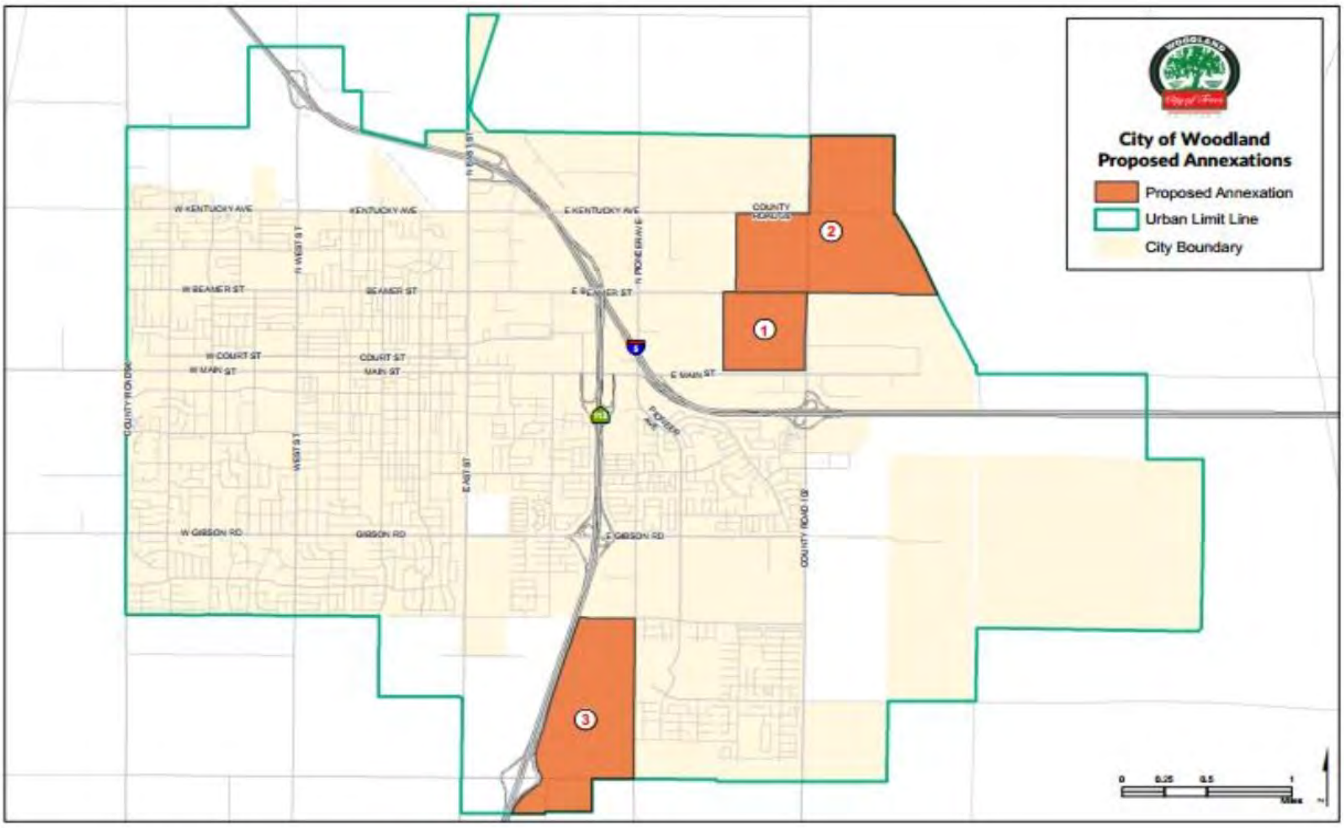
The last annexations to occur in the City of Woodland were the 2003 annexations related to Clark Pacific Industrial site and the Community/Senior Center site (annexation agreements 03-101 and 80-416, respectively).

In anticipation of the need to commence formal discussions with Yolo County on updating the Master Tax-Sharing Agreement, the City Council articulated a set of policy objectives to guide due consideration of city and county interests.

- Ensure that annexations result in sufficient revenues to cover costs of municipal services needed to support new development.
  - To the extent possible, limit the need for supplemental taxes or assessments to cover cost of municipal services, consistent with existing city service standards.
  - Where possible, revenues from new development should support addressing identified deficiencies in existing service standards.
- Ensure that direct County costs associated with annexations are covered via appropriate tax-sharing provisions.
- When possible, provide for equitable share of net fiscal benefits of annexations.
- Consider all existing tax revenues expected to be generated by development projects as a means of offsetting anticipated costs for city and county services.
  - Revenues and costs associated with voter-approved tax measures may be considered, on a case-by case basis, depending on prescribed uses of funds.
- Primary consideration should be provided to ensuring that direct service costs are covered over revenues needed to enhance current service levels.
- When appropriate, cumulative impact of planned development projects should be considered along with individual project-specific impacts.
- Care should be taken to ensure that tax-sharing is consistent with proportionate cost burden of future/planned development across the entire County.
- To the extent possible, the City should strive to establish a consistent and level "playing field" relative to existing property tax shares within the City and across all cities within Yolo County, so as not to arbitrarily favor development in one area of the City or County.
- Any update to the Master Tax-Sharing Agreement should provide for the review and update of prior tax-sharing agreements for consistency with current principles and application thereof.
- Recognizing that annexations may result in impacts to the County that should be mitigated to the extent possible, the City shall nonetheless retain local control and autonomy over land use planning and project approvals.

Discussion:
Three Project-Specific Development and Annexation Proposals

Two of the three pending projects require annexation of land currently designated by the General Plan as Industrial, and would result in annexation of most, if not all, of the remaining parcels completing the industrial area in the north-east quadrant of the city. These include the Woodland Commerce Center (1) and the Woodland Industrial Park (2).



1. Woodland Commerce Center
2. Woodland Industrial Park
3. Highway 113 / CR 25A Mixed Use Development (Woodland Research and Technology Park)

A third project would entail annexation of the next increment of land immediately adjacent to the Spring Lake Specific Plan Area, roughly bounded by Highway 113 and Road 25A. This parcel represents the land designated as SP 1A on the land use map of the recently adopted 2035 General Plan. The City is processing a development application for a mixed-use project referred to as the Woodland Research and Technology Park that would provide for an employment-generating business park supported by residential and commercial land uses intended to integrate the proposed project with the Spring Lake development to the East.

Summary Analysis of Tax Sharing Splits by Project
The following pages summarize the analysis and proposed tax sharing splits for the three project areas.

Woodland Commerce Center
<u>Development Assumptions for Purpose of Tax-Sharing Analysis</u>
- Industrial – 3,156,932 square feet
- Retail – 20,00 square feet

Tax Rate Area			Woodland Commerce Center			
	1% Property Tax Apportionment	***Tax Rate Area Local Agency Share***	Service Responsibility / Tax Split			
			County	City	County	City
County General Fund	0.11761	**0.11761**	0.03528	0.08233	30%	70%
County ACO Fund	0.01408	**0.01408**	0.00422	0.00986	30%	70%
County Library	0.02104	**0.02104**		0.02104	0%	100%
County Road District #2	0.02242	**0.02242**		0.02242	0%	100%
Springlake Fire	0.07359	**0.07359**		0.07359	0%	100%
Sac Yolo Mosquito & Vector Control	0.00989					
Yolo County Resources Conservation District	0.000227					
Yolo County Flood Control District	0.0072					
County Schools	0.03549					
WJUSD	0.3712					
Yuba Comm College District	0.07754					
ERAF	0.25002					
Total	**100.00%**	**24.87%**	3.95%	20.92%	15.9%	84.1%

-
-

Woodland Commerce Center
Total Revenues Proportionate to Jurisdictions' Cost of Services

	County	City	Totals
Revenues	$ 601,677	$ 1,403,913	$ 2,005,590
Cost of Services	$ 404,223	$ 942,925	$ 1,347,148
Net Fiscal Impact	*$ 197,454*	*$ 460,988*	*$ 658,442*
(% cost-recovery)	*148.8%*	*148.9%*	*148.9%*
Property Tax Splits	15.9%	84.1%	100.0%
Propert Tax Share	3.95%	20.92%	24.87%

-
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Woodland Industrial Park

Development Assumptions for Purpose of Tax-Sharing Analysis

- Industrial – 6,454,000 square feet
- Office – 613,000 square feet
- Retail – 35,00 square feet

Tax Rate Area	1% Property Tax Apportionment	Tax Rate Area Local Agency Share	Woodland Industrial Park: Service Responsibility / Proposed Tax Split: County	City	County	City
County General Fund	0.11761	**0.11761**	0.03528	0.08233	30%	70%
County ACO Fund	0.01408	**0.01408**	0.00422	0.00986	30%	70%
County Library	0.02104	**0.02104**		0.02104	0%	100%
County Road District #2	0.02242	**0.02242**		0.02242	0%	100%
Springlake Fire	0.07359	**0.07359**		0.07359	0%	100%
Sac Yolo Mosquito & Vector Control	0.00989					
Yolo County Resources Conservation District	0.000227					
Yolo County Flood Control District	0.0072					
County Schools	0.03549					
WJUSD	0.3712					
Yuba Comm College District	0.07754					
ERAF	0.25002					
Total	**100.00%**	**24.87%**	3.95%	20.92%	15.9%	84.1%

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Woodland Industrial Park — Total Revenues Proportionate to Jurisdictions' Cost of Services	County	City	Totals
Revenues	$ 1,441,775	$ 3,362,541	$ 4,804,316
Cost of Services	$ 1,082,090	$ 2,524,173	$ 3,606,263
Net Fiscal Impact	*$ 359,685*	*$ 838,368*	*$ 1,198,053*
(% cost-recovery)	*133.2%*	*133.2%*	*133.2%*
Property Tax Splits	15.9%	84.1%	100.0%
Propert Tax Share	3.95%	20.92%	24.87%

-
-
-

HWY 113/CR 25A Mixed Use Development (Woodland Research and Technology Park)

Development Assumptions for Purpose of Tax-Sharing Analysis

- Office – 1,598,700 square feet
- Retail – 30,000 square feet
- Residential – 1,120 single-family units / 480 multi-family units

-

Tax Rate Area	1% Property Tax Apportionment	Tax Rate Area Local Agency Share	HWY 113 / RD25A Mixed Use (Woodland Research and Tech Park): Service Responsibility / Tax Split: County	City	County	City
County General Fund	0.11761	**0.11761**	0.07409	0.04352	63%	37%
County ACO Fund	0.01408	**0.01408**	0.00887	0.00521	63%	37%
County Library	0.02104	**0.02104**		0.02104	0%	100%
County Road District #2	0.02242	**0.02242**		0.02242	0%	100%
Springlake Fire	0.07359	**0.07359**		0.07359	0%	100%
Sac Yolo Mosquito & Vector Control	0.00989					
Yolo County Resources Conservation District	0.000227					
Yolo County Flood Control District	0.0072					
County Schools	0.03549					
WJUSD	0.3712					
Yuba Comm College District	0.07754					
ERAF	0.25002					
Total	**100.00%**	**24.87%**	8.30%	16.58%	33.35%	66.65%

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HWY113/CR 25A Mixed Use (Woodland Research and Technology Park)			
Total County Revenues Sufficient to Cover County Cost of Services (county fiscally neutral)			
	County	**City**	**Totals**
Revenues	$ 1,974,818	$ 3,249,301	$ 5,224,119
Cost of Services	$ 1,974,818	$ 4,062,204	$ 6,037,022
Net Fiscal Impact	*$ -*	*$ (812,903)*	*$ (812,903)*
(% cost-recovery)	*100.0%*	*80.0%*	*86.5%*
Property Tax Splits	33.4%	66.6%	100.0%
Property Tax Share	8.31%	16.56%	24.87%

-
In addition to property tax splits, the negotiations with the County included discussions regarding the share of Sales and Use and Transient Occupancy Taxes. For the two industrial area developments, the agreements do not provide for the sharing of either of these tax revenenues. With respect the Woodland Research and Technology Park development, the Tax Sharing Agreement does include a provision for share of the revenue from the Bradley-Burns sales, transactions and use taxes levied and received by City that are generated at a point of sale within the project. In exchange, the agreements allow the City to retain 100% of the TOT from any new hotels built in Woodland after January 1, 2018. The following summarizes in more detail the terms of these two provisions.

-
Sales and Use Tax from Woodland Research and Technology Park
The agreement stipulates that the City retain 100% of the Bradley-Burns sales and use tax revenues generated from uses within the Woodland Research and Technology Park up to $155,000 per year. This baseline sales tax amount adjusts annually per the Consumer Price Index up to 4% per year from the effective date of the agreement. In any year where the inflation-adjusted sales tax revenues generated by the project area exceed $155,000, the City will distribute 15% of the revenues in excess of the inflation-adjusted base revenues to Yolo County.

-
Transient Occupancy Tax
The City currently shares 20% of its revenue from Transient Occupancy Tax (TOT) with the County. This requirement is part of the Revenue Sharing and Property Tax Exchange Agreement for the Gibson Ranch Annexation. If approved, the proposed agreement include an amendment to the Gibson Ranch tax sharing agreement that would provide for the retention of 100% of the TOT revenue from new hotels built in Woodland after January 1st of this year. The City would continue to share 20% of TOT revenue from existing hotels.

Conclusion:
Staff recommends that the City Council:

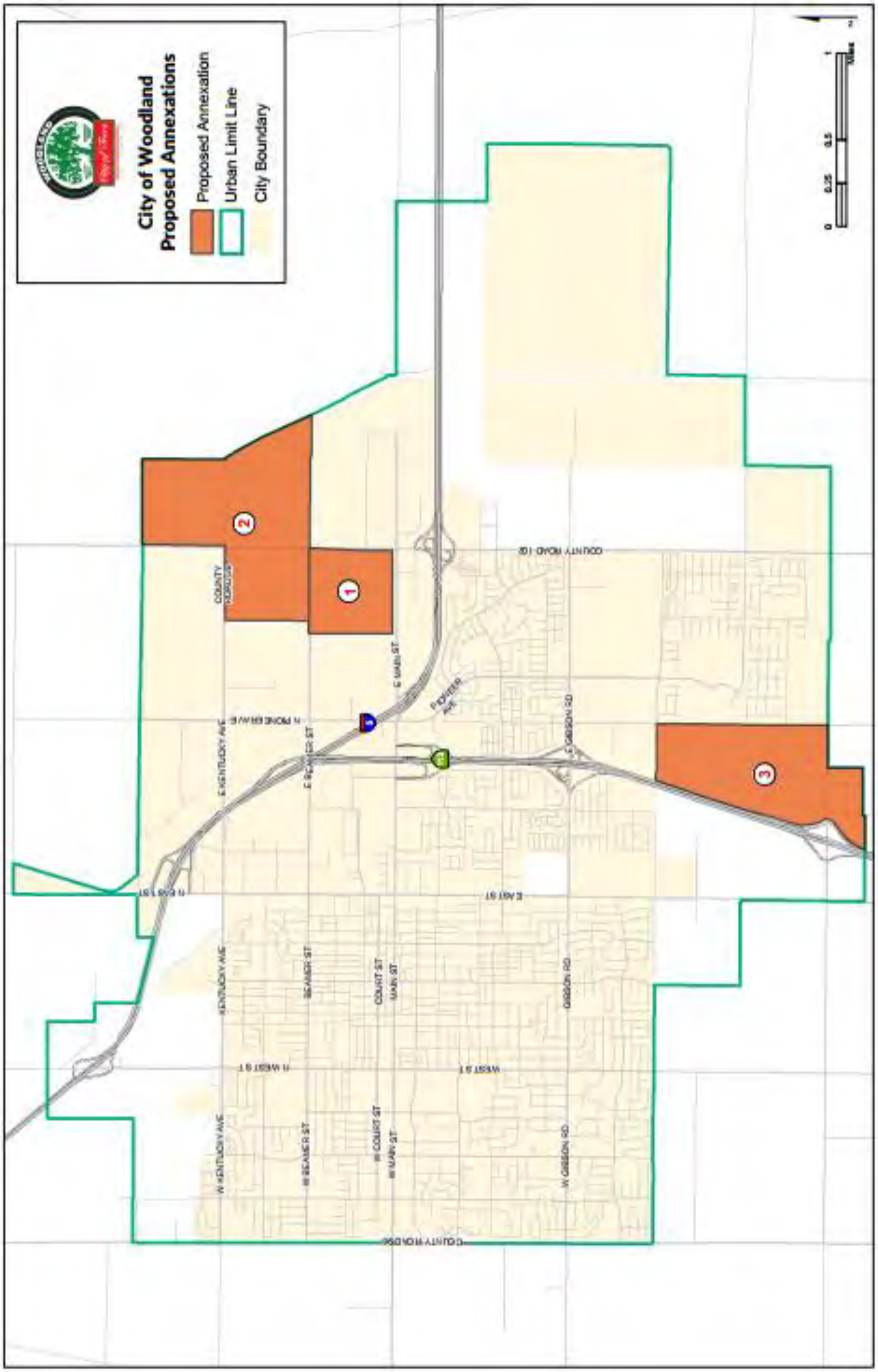
1. Adopt Resolution No. _____ authorizing execution of a Revenue Sharing and Property Tax Exchange Agreement between the City of Woodland and Yolo County related to planned annexations for the Woodland Commerce Center, Woodland Industrial Park, and HWY 113 / CR 25A Mixed Use Development (Woodland Research and Technology Park), and
2. Adopt Resolution No. _____ authorizing execution of the Second Amendment to the Gibson Ranch Revenue Sharing and Property Tax Exchange (Agreement 92-49, dated March 31, 1992).

Prepared By: Ken Hiatt, Assistant City Manager

ATTACHMENTS:

Description	Upload Date	Type
Map of Proposed Annexations	2/1/2018	Cover Memo
Resolution Approving Tax Exchange Agreement	2/1/2018	Cover Memo
Tax Exchange Agreement	2/1/2018	Agreement
Resolution Approving Second Amendment to Revenue Sharing and Property Tax Exchange Agreement - Gibson Ranch Reorganization	2/1/2018	Cover Memo
Second Amendment to the Revenue Sharing and Tax Exchange Agreement - Gibson Ranch Reorganization	2/1/2018	Agreement

Proposed Annexations



1. Woodland Commerce Center
2. Woodland Industrial Park
3. Highway 113 / CR 25A Mixed Use Development (Woodland Research and Technology Park)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TAX EXCHANGE AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WOODLAND RELATING TO THE WOODLAND COMMERCE CENTER, WOODLAND INDUSTRIAL PARK, AND HIGHWAY 113/COUNTY ROAD 25A MIXED USE DEVELOPMENT PROJECTS

WHEREAS, the City of Woodland ("City") is considering the annexation of certain unincorporated territory in the County of Yolo ("County"), which comprise three separate and distinct projects: the Woodland Commerce Center, the Woodland Industrial Park, and the Highway 113/County Road 25A Mixed Use Development Project ("Projects"); and

WHEREAS, the City does not yet know when or if the projects will proceed or if or when the City or the project applicants will seek to be annexed into the City; and

WHEREAS, as a prerequisite to annexation, the City is required to reach a tax sharing agreement with the County before the Yolo County Local Agency Formation Commission approves an application for annexation from unincorporated Yolo County into the City; and

WHEREAS, the City and the County have an existing Master Tax Sharing Agreement but have chosen to instead negotiate a new tax sharing agreement for the three Projects and have determined an allocation of property taxes and sales and use tax revenues from the Projects; and

WHEREAS, the City and County have concluded their negotiations regarding tax sharing for the three Projects and are ready to execute the Tax Exchange Agreement Between the County of Yolo and the City of Woodland Relating to the Woodland Commerce Center, Woodland Industrial Park, and Highway 113/County Road 25A Mixed Use Development Projects ("Agreement"); and

WHEREAS, the City and County have also negotiated a second amendment to the Revenue Sharing and Property Tax Exchange Agreement – Gibson Ranch Reorganization, dated March 31, 1992, which was subsequently amended on June 6, 2017 ("Gibson Ranch Agreement"), to address the remittance of transient occupancy taxes to the County for new hotels constructed after the effective date of the second amendment to the Gibson Ranch Agreement; and

WHEREAS, the Agreement shall be effective contingent upon the approval and execution of the Second Amendment to the Gibson Ranch Agreement, and the second amendment to the Gibson Ranch Agreement shall be effective contingent upon the approval and execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that the City Manager is hereby authorized to execute the Tax Exchange Agreement Between the County of Yolo and the City of Woodland Relating to the Woodland Commerce Center, Woodland

Industrial Park, and Highway 113/County Road 25A Mixed Use Development Projects, subject to any clarifying or conforming changes approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Woodland on this 6th day of February, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Enrique Fernandez, Mayor

Attest:

Ana B. Gonzalez, City Clerk

Approved as to form:

Kara K. Ueda, City Attorney

YOLO COUNTY AGREEMENT NO. __-___

CITY OF WOODLAND AGREEMENT NO. __-___

Tax Exchange Agreement Between the County of Yolo and the City of Woodland Relating to the Woodland Commerce Center, Woodland Industrial Park, and Highway 113/County Road 25A Mixed Use Development Projects

This Tax Exchange Agreement ("Agreement") is entered into as of ________________, 2018 ("Effective Date"), by and between the County of Yolo, a political subdivision of the State of California ("County"), and the City of Woodland, a municipal corporation ("City") (collectively with County, the "Parties").

RECITALS

WHEREAS, the Yolo County Local Agency Formation Commission (LAFCo) occasionally receives applications for annexations of land from the unincorporated area of the County to a city; and

WHEREAS, the LAFCo Executive Officer is prohibited by law from issuing a Certificate of Filing for such applications until the requesting city and County determine, pursuant to Section 99 of the California Revenue and Taxation Code, the amount of property tax revenues to be exchanged between and among the local agencies whose service areas or responsibilities will be altered should the annexation occur; and

WHEREAS, Proposition 11, which was enacted by the electorate on November 3, 1998, added subsection (b) to section 29 of Article XIII of the State Constitution to authorize counties and cities to enter into contracts to apportion the revenues of sales or use taxes imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law and collected by the state; and

WHEREAS, City is contemplating the annexation of unincorporated land in furtherance of three projects: the Woodland Commerce Center, the Woodland Industrial Park, and the Highway 113/County Road 25A Mixed Use Development Project (collectively, the "Projects"); and

WHEREAS, rather than apply the existing Master Tax Sharing Agreement to any annexation(s) that may occur in connection with the Projects, City and County have negotiated in good faith to determine a proposed allocation of property tax and sales and use tax revenues from the Projects in the event land necessary for one or more of the Projects is annexed into the City; and

WHEREAS, the Parties desire to enter into this Agreement to provide, pursuant to the provisions of California law referenced above, for the exchange of property tax revenues by and between the affected local agencies and for the apportionment of sales and use tax revenue and transient occupancy taxes between the City and County with regard to the Projects, as set forth in further detail below; and

WHEREAS, concurrently with the execution of this Agreement, the Parties are entering into a separate agreement that amends provisions of the Gibson Ranch Reorganization agreement (Agreement No. 92-49) concerning the imposition and collection of transient occupancy taxes (the "Gibson Ranch Agreement"); and

WHEREAS, the Parties have elected to make the effectiveness of this Agreement contingent upon the approval and execution of the amendment to the Gibson Ranch Agreement, and vice versa, as set forth in more detail below;

NOW, THEREFORE, based on the foregoing recitals the parties hereby agree as follows:

AGREEMENT

1. Purpose and Scope. The primary purpose of this Agreement is to describe an equitable exchange of Property Tax Revenue between the Parties as required by Revenue and Taxation Code § 99. Additionally, this Agreement ensures a fair allocation of sales and use tax revenues between the Parties based on the anticipated Land Use Designations described further below.

2. Definitions. For purposes of this Agreement, the following words, phrases, and terms shall have the meanings set forth below:

A. "Annexation Area" shall refer to any or all of the parcels located within the three proposed annexation areas shown generally on Exhibit A hereto, incorporated herein by this reference, for which an application or resolution pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §§ 56000 *et seq.*) (the "Act") is filed with LAFCo during the term of this Agreement.

B. "Annexation Date" shall mean the date specified by the Act as the effective date of each annexation covered by this Agreement.

C. "Base Year" shall mean the fiscal year during which an annexation covered by this Agreement is completed, unless otherwise specified herein.

D. "Land Use Designations" shall mean the Land Use Designations proposed by City in accordance with its General Plan to identify the types of development permissible for parcels within the Annexation Area.

E. "Special Districts" shall mean the Springlake Fire Protection District, the Sacramento-Yolo Mosquito and Vector Control District, the Yolo County Flood Control and Water Conservation District, the Yolo County Resources Conservation District, and any other entities that are considered special districts under California law.

F. "Property Tax Revenue" shall mean all revenue from "ad valorum real property taxes on real property," as that term is used in Section 1 of Article XIII.A of the California Constitution and as more particularly defined in Revenue and Taxation Code §

95(c), that is collected from within the Annexation Area and available for allocation to the City and County.

G. "Sales and Use Tax Revenues" shall mean the revenue from the Bradley-Burns sales, transactions and use taxes levied and received by City that are generated at a point of sale within the Annexation Area.

H. "Woodland Commerce Center" shall mean the property annexed to the City of Woodland, as authorized by LAFCo, for a project of the same or similar name, as generally identified on Exhibit A.

I. "Woodland Industrial Park" shall mean the property annexed to the City of Woodland, as authorized by LAFCo, for a project of the same or similar name, as generally identified on Exhibit A.

J. "Highway 113/County Road 25A Mixed Use Development" shall mean the property annexed to the City of Woodland, as authorized by LAFCo, for a project of the same or similar name, as generally identified on Exhibit A.

3. Assumption of Services After Annexation; Detachment. The parties understand that following annexation, City assumes full responsibility for providing road, library, fire protection, and all other municipal services to the Annexation Area upon completion of the annexation. As such, City agrees to make a good faith effort to annex lands in a logical manner that minimizes transition problems from the previous service provider. With respect to fire services currently provided by Springlake Fire Protection District, City shall pursue detachment proceedings with LAFCo concurrently with the annexations covered by this Agreement.

4. Property Tax Revenue Distribution Methodology. The Parties agree that, as to the Annexation Area only, Property Tax Revenue shall be distributed for each project area (or portion thereof) as follows following the applicable Annexation Date:

A. For property tax revenue derived from the Woodland Commerce Center project area, 30 percent to the County and 70 percent to the City. The assumed Land Use Designation for parcels within the Woodland Commerce Center project area is approximately 3,156,932 million square feet of Industrial space and 20,000 square feet of Retail space.

B. For property tax revenue derived from the Woodland Industrial Park project area, 30 percent to the County and 70 percent to the City. The assumed Land Use Designation for parcels within the Woodland Industrial Park is 6,454,000 square feet of Industrial space, 613,000 square feet of Office space, and 35,000 square feet of Retail space.

C. For property tax revenue derived from the Highway 113/County Road 25A Mixed Use Development project area, 63 percent to the County and 37 percent to the City[1]. The assumed Land Use Designation for parcels within the Highway 113/County

[1] This split is based on the County's Goodwin analysis of property tax allocations.

Road 25A Mixed Use Development is 1,598,700 square feet of Office space, 30,000 square feet of Retail space, 1,120 units of single-family residential development, and 480 units of multi-family residential development.

A partial annexation within a project area shall result in the transfer of a proportionate share of those revenues reflecting the percentage of the whole project area for which the annexation was completed. For example, if the City annexes only half of the land within a project area, 50 percent of Property Tax Revenues within the entire project area will be subject to distributed pursuant to the methodology set forth above.

The distributions described above shall take effect for each new tax rate area in the first fiscal year following the Annexation Date. The foregoing distributions are based on Property Tax Revenue currently allocated to the County General Fund and County ACO (Accumulated Capital Outlay) Fund. Revenues currently allocated to the County Library and to County Road District No. 2 will transfer entirely to the City. All allocations shall occur after the shift to the Education Revenue Augmentation Fund and all distributions to Special Districts pursuant to Section 6, below. The County Auditor will work with the State Board of Equalization to establish separate tax rate areas for each annexation occurring within the Annexation Area prior to the allocation and distribution of Property Tax Revenue under this Agreement.

5. Sales and Use Tax Distribution Methodology. The Parties agree that if and when the total annual Sales and Use Tax Revenues generated by annexed lands within the Highway 113/County Road 25A Mixed Use Development exceeds $155,000[2], City shall distribute to County for that fiscal year 15% of Sales and Use Taxes generated in excess of $155,000 within the annexed lands. The base sales tax assumption of $155,000 shall be adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U), San Francisco Area, except that the annual adjustment shall not exceed 4.0% in any given year. City shall remit to County its estimated share of Sales and Use Tax Revenues on an annual basis following its final receipt of such revenues from the State Board of Equalization for the fiscal year and within 30 days of receipt of the specific sales tax data for the Highway 113/County Road 25A Mixed Use Development Area.

City agrees that upon the County's request, the City will have its independent auditors examine and certify to the County the amount of Sales and Use Tax Revenues generated on annexed parcels within the Highway 113/County Road 25A Mixed Use Development during the most recent calendar year. City further agrees that this certification shall be used in determining the distributions of such revenues to County for the relevant period.

6. Allocation to Other Public Entities. City shall receive all Property Tax Revenue allocated to the Springlake Fire Protection District beginning in the first fiscal year following the completion of detachment proceedings. Allocations to other Special Districts and entities shall remain unchanged unless otherwise agreed between City and each such entity.

7. Exchange by County Auditor. The Parties agree that all of the exchanges of Property Tax Revenue required by this Agreement shall be performed by the County Auditor in

[2] This base sales tax assumption was calculated through the City's BAE fiscal analysis

the customary time and manner for such exchanges based on other similar agreements with local jurisdictions.

8. Relationship to Gibson Ranch Agreement Amendment. As recited above, concurrently with the execution of this Agreement the Parties are also amending the Gibson Ranch g Agreement. This Agreement is of no force or effect until the amendment to the Gibson Ranch Agreement is fully executed by the Parties. Notwithstanding the foregoing, however, subsequent to the execution of said amendment, the effectiveness of this Agreement is in no way dependent upon or related to the existence or faithful performance of the Gibson Ranch Agreement as it may be amended from time to time.

9. Dispute Resolution. Disputes arising under this Agreement will be resolved, whenever possible, through the process of meeting and conferring in good faith. To that end, in the event of a dispute as to compliance with the terms and conditions of this Agreement, the Parties agree as follows:

A. Either party will provide the other, as soon as reasonably possible after an event giving rise to concern, a written notice setting forth, with specificity, the issues to be resolved;

B. The parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten (10) days after receipt of the notice, unless both parties agree in writing to an extension of time;

C. If the dispute is not resolved to the satisfaction of the parties within 30 calendar days after the first meeting, then either party may seek to have the dispute resolved by arbitration offered by JAMS;

D. Each party shall bear its own costs, attorneys' fees and one half the costs and expenses of JAMS and the arbitrator. There shall be a single neutral named by mutual agreement of the Parties. If the Parties are unable to agree on the arbitrator within 30 days of initially receiving a list of qualified individuals, JAMS shall select the arbitrator;

E. The provisions of Section 1283.05 of the California Code of Civil Procedure will apply to the arbitration; however, no discovery authorized by that section may be conducted absent good cause and leave of the arbitrator. The arbitral award will be in writing, and provide reasons for the decision. However, either party may file an appeal pursuant to the procedures authorized by JAMS.

10. Development Impact Fees.

A. The City will require each developer within the Annexation Area to pay the County's Facilities Fees adopted pursuant to Chapter 14 of Title 3 of the Yolo County Code, as the fees may be amended from time to time (the "Capital Facilities Authorization and Fee Ordinance"). The City will fulfill this obligation by including the requirement in any development agreement or condition of approval adopted in connection with a development project proposed within the Annexation Area. Prior to issuance of building permits for construction of new building square footage, the City will require the developer to confirm payment of applicable County Development Impact Fees to the County, all in accordance with the Capital Facilities Authorization and Fee Ordinance.

B. County agrees to allow the payment of County Development Impact Fees to be deferred to the time of final certificate of occupancy on all permits for which the City of Woodland has agreed to defer City Development Impact Fees owed by the project.

D. Notwithstanding the foregoing, City shall have no liability under this Section to County if the Capital Facilities Authorization and Fee Ordinance and/or the fee provisions of this Section are determined by a final judgment of a court of competent jurisdiction to be invalid.

11. Mutual Defense; Waiver of Retroactive Recovery. If the validity of this Agreement is challenged in a legal action by a party other than City or County, then the Parties agree to jointly defend the legal action and share equally all related costs, fees, and expenses arising from the action. Further, the Parties hereby waive any right to the retroactive recovery of any City or County tax revenues exchanged pursuant to this Agreement prior to the date on which such legal action is filed in a court of competent jurisdiction. The remedy available in any such legal action shall be limited to a prospective invalidation of the Agreement.

12. Amendment. This Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by the Parties.

13. Reformation. The Parties understand and agree that this Agreement is based upon existing California law and that such law may be substantially amended in the future. In the event California law is amended and this Agreement is rendered invalid or otherwise substantially affected in a manner that denies either party the full benefit of its terms, the Parties agree to renegotiate the Agreement in good faith with the goal of reaching a new arrangement that as closely as possible approximates the arrangement set forth herein.

14. Effect of Agreement. This Agreement applies solely to the Annexation Area and Property Tax Revenues, Sales and Use Tax Revenues, and Transient Occupancy Tax Revenues therein. It does not constitute a master tax sharing agreement or an agreement on property tax exchanges that may be required for any other annexation to the City, nor does it alter or enlarge any other revenue sharing obligations of the Parties.

15. Notices.

A. Notices may be delivered or mailed to the respective representatives of the Parties at the following addresses:

City: City of Woodland
300 First Street
Woodland, CA 95695

Attn: City Manager
Phone: (530) 661-5800
Fax: (530) 661-5844

County: County of Yolo
625 Court Street
Room 202
Woodland, CA 95695
Attn: County Administrator
Phone: (530) 666-8150
Fax: (530) 668-4029

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

City: (530) 661-5813

County: (530) 668-4029

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

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

16. Amendments. This Agreement may be amended only by a written instrument approved by the respective governing bodies of the Parties.

17. Counterparts. This Agreement may be signed in one or more counterparts and shall be effective when signed by the Chair of the Yolo County Board of Supervisors and the Mayor of the City of Woodland. Faxed or electronic signature pages may be relied upon as evidence of execution.

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

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first set forth above.

CITY OF WOODLAND	COUNTY OF YOLO
___________________________	___________________________
Enrique Fernandez, Mayor City of Woodland City Council	Oscar Villegas, Chair Yolo County Board of Supervisors
ATTEST:	ATTEST:
By:________________________ Clerk of the City Council	By:__________________________ Deputy Clerk of the Board of Supervisors
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:________________________ Kara Ueda, City Attorney	By:__________________________ Philip J. Pogledich, County Counsel

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE TAX SHARING AGREEMENT FOR GIBSON RANCH

WHEREAS, the City of Woodland ("City") and the County of Yolo ("County") entered into that certain Revenue Sharing and Property Tax Exchange Agreement – Gibson Ranch Reorganization ("Agreement"), dated March 31, 1992; and

WHEREAS, the City approved an amendment to the Agreement on June 6, 2017, eliminating a documentary transfer tax requirement; and

WHEREAS, the City and County negotiated, and are scheduled to approve simultaneous with approval of the Second Amendment to the Agreement, a Tax Sharing Agreement Relating to the Woodland Commerce Center, Woodland Industrial Park, and Highway 113/County Road 25A Mixed Use Development Projects ("Tax Sharing Agreement"); and

WHEREAS, the City and County now desire to also amend that portion of the Agreement providing that the City's obligation to make certain payments from transient occupancy taxes collected from hoteliers will not apply to any new hotels built within the City after the date of the Agreement; and

WHEREAS, the Second Amendment to the Agreement will not go into effect until the Tax Sharing Agreement is fully executed by the City and County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that the City Manager is hereby authorized to execute the Second Amendment to the Agreement subject to any clarifying or conforming changes approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Woodland on this 6th day of February, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Enrique Fernandez, Mayor

Attest:

____
Ana B. Gonzalez, City Clerk

Approved as to form:

____
Kara K. Ueda, City Attorney

YOLO COUNTY AGREEMENT NO. __-___

CITY OF WOODLAND AGREEMENT NO. __-___

Second Amendment to the "Revenue Sharing and Property Tax Exchange Agreement—Gibson Ranch Reorganization," Between the County of Yolo and the City of Woodland

This Second Amendment to the March 31, 1992 "Revenue Sharing and Property Tax Exchange Agreement—Gibson Ranch Reorganization" is entered into as of ___________________, 2018 (the "Effective Date") by and between the County of Yolo, a political subdivision of the State of California ("County"), and the City of Woodland, a municipal corporation ("City") (collectively with County, the "Parties").

RECITALS

WHEREAS, on March 31, 1992, the Parties entered into an agreement entitled "Revenue Sharing and Property Tax Exchange Agreement—Gibson Ranch Reorganization" (Yolo County Agreement No. 92-49) (the "Gibson Ranch Agreement") concerning the annexation of land included within a so-called "Southeast Area Annexation"; and

WHEREAS, Section 6 of the Gibson Ranch Agreement includes terms that allocate transient occupancy taxes between the Parties on a Citywide basis; and

WHEREAS, City is contemplating the annexation of unincorporated land in furtherance of three projects: the Woodland Commerce Center, the Woodland Industrial Park, and the Highway 113/County Road 25A Mixed Use Development Project (collectively, the "Projects"); and

WHEREAS, rather than apply the existing Master Tax Sharing Agreement to any annexation(s) that may occur in connection with the Projects, City and County have negotiated in good faith to determine a proposed allocation of property tax and sales and use tax revenues from the Projects in the event land necessary for one or more of the Projects is annexed into the City; and

WHEREAS, during negotiations on property tax and sales and use tax revenue allocations, the Parties also discussed and agreed to modify the allocation of transient occupancy tax revenues set forth in the Gibson Ranch Agreement; and

WHEREAS, consistent with the prior recitals, the Parties intend to concurrently enter into two agreements: an agreement allocating property and sales and use tax revenues in connection with any annexation associated with the Projects; and this Second Amendment, which implements the agreed-upon change to transient occupancy tax revenue allocations; and

WHEREAS, the Parties have elected to make each agreement described in the prior recital contingent upon the approval of the other; and

WHEREAS, on June 6, 2017, the Parties amended the Gibson Ranch Agreement to eliminate the City's transfer of documentary transfer taxes to the County.

NOW, THEREFORE, based on the foregoing recitals the parties hereby agree as follows:

AGREEMENT

1. Amendment to Section 6 of the Gibson Ranch Agreement. Section 6 of the Gibson Ranch Agreement shall be revised to add the following subsection:

> e. Commencing on January 1, 2018 City's obligation to make payments to County required by subsection a.1, above, shall terminate as to any new hotels built within the City of Woodland after this date. This provision shall not apply to renovations of existing hotels.

2. Effectiveness. As recited above, concurrently with the execution of this Second Amendment the Parties are also entering into a tax sharing agreement for the Projects. This Second Amendment is of no force or effect until the tax sharing agreement is fully executed by the Parties. Notwithstanding the foregoing, however, subsequent to the execution of said tax sharing agreement, the effectiveness of this Second Amendment is in no way dependent upon or related to the existence or faithful performance of the tax sharing agreement as may be amended from time to time.

3. Scope of Amendment. Except as set forth herein, nothing in this Second Amendment modifies the Gibson Ranch Agreement, as previously amended, the terms and provisions of which shall hereafter remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereby execute this Second Amendment as of the date first set forth above.

CITY OF WOODLAND	COUNTY OF YOLO
____________________________	____________________________
Enrique Fernandez, Mayor City of Woodland City Council	Oscar Villegas, Chair Yolo County Board of Supervisors
ATTEST:	ATTEST:
By:________________________ Clerk of the City Council	By:__________________________ Deputy Clerk of the Board of Supervisors
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:________________________ Kara Ueda, City Attorney	By:__________________________ Philip J. Pogledich, County Counsel