City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, July 17, 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 (Gov. Code § 54956.8)

Properties: Yolo County Assessor's Parcel Numbers 005-680-010-000 and 005-031-010-000
Agency Negotiators: City Manager, Assistant City Manager, Deputy Community Development Director and City Attorney
Negotiating Parties: Ram Sah
Under Negotiation: Price and terms of payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

July 17, 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 June 19, 2018

   Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 19, 2018.

G. CONSENT CALENDAR

3. Community Services Department Quarterly Status Report for the period April through June 2018

   Staff recommends that the City Council receive the Community Services Department Status Report for the period of April through June 2018.

4. Approve New Job Description and Salary Range for Executive Assistant and Authorize Placement in the Confidential Unit

   Staff recommends that the City Council:
   - Adopt new job description of Executive Assistant – Confidential
   - Approve the salary range for the Executive Assistant – Confidential $4,212.36 to $5,376.17
   - Authorize that the Executive Assistant Confidential be place in the Confidential Employee Unit

5. Receive Annual Report from the Manufactured Home Fair Practices Commission

   Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2017 program year.

6. Receive Fiscal Year 2017/18 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

   Staff recommends that the City Council receive the Fiscal Year 2017/18 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

7. Authorize Contract Amendment with Fehr and Peers for Transportation Impact Study for the Woodland Research and Technology Park Specific Plan Project

   Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 to the consultant services agreement with Fehr and Peers for the Transportation Impact Analysis for the Woodland Research and Technology Park Specific Plan Project for an additional amount not to exceed $46,115.

8. Award Construction Contract for the WPCF Slide Gate Replacement Project, CIP #19-20

   Staff recommends that the City Council adopt Resolution No. _____, to:
   1. Award a construction contract in the amount of $254,032 to Clyde G. Steagall, Inc. for the WPCF Slide Gate Replacement Project, CIP #19-20 and authorize a contract contingency of up to 15% ($38,105); and
   2. Appropriate $300,000 from Water Pollution Asset Replacement Project, CIP #14-02, to the WPCF Slide Gate Replacement Project, CIP #19-20.

9. Approval of Final Map and SIA for 5110 Spring Lake Central Phase 4

   Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5110 Spring Lake Central Phase 4; 2) approving the related Subdivision Improvement Agreement and authorizing the Mayor 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.

10. Final Acceptance and Notice of Completion for Spring Lake Park N1 Project, CIP 17-10

    Staff recommends that the City Council approve Resolution No. _____, accepting the Spring Lake Park N1 (Spring Lake Park) Project, CIP 17-10, as complete and authorizing the City Clerk to file a Notice of Completion.

11. Final Acceptance and Notice of Completion for Spring Lake Park N3 (Rick Gonzales, Sr. Park) Project, CIP 15-05

    Staff recommends that the City Council adopt Resolution No. _____, accepting the Spring Lake N3 Park (Rick Gonzalez Sr. Park) Project, CIP 15-05, as complete and authorizing the City Clerk to file a Notice of Completion.

12. Final Acceptance and Notice of Completion for 2018 ADA Improvement Project, CIP 18-03

    Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 ADA Improvement Project, CIP 18-03, as complete and authorizing the City Clerk to file a Notice of Completion.

13. Reject All Bids and Re-Authorize Bid Advertisement for 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16

    Staff recommends that the City Council adopt Resolution No. _____, rejecting all bids from the July 10, 2018 bid opening and reauthorizing bidding for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

14. Resolution of Application to Detach from the Willow Oak Fire Protection District

    Staff recommends that the City Council:

    1. Adopt Resolution No. _____; authorizing the filing of an application for the detachment from the Willow Oaks Fire Protection District with the Yolo County Local Area Formation Commission (LAFCO); and
    2. Authorize the appropriation of $2,400 from the General Fund to cover the processing costs by LAFCO.

15. Approval of Emergency Solutions Grant Application for Fourth & Hope's Emergency Shelter Services Program

    Staff recommends that the City Council:

    1. Approve the submittal of a 2018 Emergency Solutions Grant funding application by Fourth and Hope; and
    2. Direct the City Manager to sign a Certification of Local Approval for the grant application.

H. PUBLIC HEARINGS

16. PUBLIC HEARING - Waste Management Liens

    Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, “A Resolution Requesting Collection of Charges on Tax Roll”.

17. PUBLIC HEARING - Fiscal Year 2018/19 Community Development Block Grant

Annual Action Plan and Authorization for Submittal of Action Plan

Staff recommends that the City Council hold a public hearing and approve the 2018/19 Community Development Block Grant Annual Action Plan.
The City Council's approval is based on taking the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2018/19 Community Development Block Grant (CDBG) Action Plan (AP) (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2018/19 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C);
3. Direct staff to complete the FY 2018/19 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2018/19 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the 2015-2019 CDBG Consolidated Plan goals to assist low and moderate income persons.

I. REPORTS OF THE CITY MANAGER

18. Approve the Sale and Related Documents for the Spring Lake CFD 2004-1, Special Tax Bonds, Series 2018

    Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Execution and Delivery of a Second Supplemental Fiscal Agent Agreement, a Bond Purchase Agreement, and a Continuing Disclosure Certificate; Approving the Form of the Official Statement and the Distribution Thereof; Authorizing the Issuance of Series 2018 Bonds and Approving Certain Other Actions Related Thereto.

19. Homeless Action Plan Update

    Staff recommends that the City Council:
    1) receive a report on the progress of the Homeless Action Plan; and
    2) provide direction on next steps; and
    3) appropriate an additional $100,000 in support of Homeless Action Plan initiatives from funds being contributed from the Hotel Project at Freeman Park.

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 July 17, 2018 was posted on July 13, 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: July 17, 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	7/13/2018	Backup Material

UPDATED COUNCIL LONG RANGE CALENDAR

SUMMER RECESS – JULY 18 TO AUGUST 20

AUGUST 21ST **REGULAR MEETING**

Minutes
City Council Meeting Minutes of July 3, 2018 and July 17, 2018

Consent Calendar
Investment Policy – Annual Update
Reserve Policy – Annual Update
Side Letters to Employee Bargaing Group (selected) MOU's re CalPERS
Military Leave Policy

Reports of the City Manager
Purchase and Sale Agreement / Willow Spring School Site (WJUSD)
Joint Use Agreement / Aquatics Facility @ Pioneer High School (WJUSD)
Board and Commission Ordinance Amendments
Ordinance

SEPTEMBER 4TH **REGULAR MEETING**

Minutes
City Council Meeting Minutes of August 21, 2018

Reports of the City Manager
1st Reading Ag Mitigation

Future Topics / Study Sessions:
Urban Forestry Master Plan
Tree Preservation Ordinance Update
Animal Control Ordinance – Ferel Cats
Non-Conforming Use Zoning Update

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 17, 2018
ITEM #: 2.
SUBJECT: City Council Meeting Minutes of June 19, 2018

Recommendation for Action:
Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 19, 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 June 19, 2018	7/12/2018	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, June 19, 2018

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION

5:45PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 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

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

June 19, 2018
6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:07pm.

B. ROLL CALL

Council Members Present: Barajas, Fernandez, Rodriguez and Stallard

Absent: Davies

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Juan Acosta.

D. COMMUNICATIONS-PUBLIC COMMENT

None.

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

Verbal updates provided by Council Members/Staff.

VIDEO 1. Long Range Calendar

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

VIDEO **F. PRESENTATIONS**

VIDEO 2. Proclaim June 2018 as "Pride Month"

Staff recommends that the City Council adopt a proclamation declaring the month of June 2018 as "Pride Month".

Adopted a proclamation declaring the month of June 2018 as "Pride Month". On a motion by Mayor Pro Tem Rodriguez, seconded by Council Member Barajas and carried unanimously, Motion

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO 3. 4th of July 2018 Sponsors and Events

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

Received report from Christine Engel, Community Services Director on the 4th of July sponsors and events.

VIDEO **G. CONSENT CALENDAR**

4. Public Works Quarterly Status Report

Public Works Quarterly Status Report for the period of March through May 2018

Received Public Works Quarterly Status Report for the period of March through May 2018.

5. Second Reading - Patio Cover Ordinance

Staff recommends that the City Council adopt Ordinance No. 1636, deleting subdivision (3) of Section 25-25-30 and adding Section 25-21-12 to the City of Woodland Municipal Code relating to Zoning Standards for Patio Covers, Sunshades, and Similar Structures.

Adopted Ordinance No. 1636, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND DELETING SUBDIVISION (3) OF SECTION 25-25-30 AND ADDING SECTION 25-21-12 TO THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO ZONING STANDARDS FOR PATIO COVERS, SUNSHADES, AND SIMILAR STRUCTURES.

6. Second Reading of Ordinance No. ____ approving the the addition of Article 1 to Chapter 22 to the Woodland Municipal Code, providing for implementation of the Yolo HCP/NCCP, including related procedures and fees.

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1637, approving the addition of Article 1 to Chapter 22 to the Woodland Municipal Code, providing for implementation of the Yolo HCP/NCCP, including related procedures and fees (**Attachment A**).

Adopted Ordinance No. 1637, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING ARTICLE 1 TO CHAPTER 22 TO THE WOODLAND MUNICIPAL CODE, PROVIDING FOR IMPLEMENTATION OF THE YOLO HCP/NCCP, INCLUDING RELATED PROCEDURES AND FEES.

7. Approve Plans & Specifications, and Authorize Bid Advertisement for the East Main Pump Station (EMPS) Storm Main Repairs Project, CIP # 17-24

Staff recommends that the City Council adopt Resolution No. ____, to approve the plans and specifications and authorize bid advertisement for the East Main Pump

Station (EMPS) Storm Main Repairs Project, CIP # 17-24.

Adopted Resolution No. 7090, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE EAST MAIN PUMP STATION (EMPS) STORM MAIN REPAIRS PROJECT, CIP # 17-24.

8. Approve Plans and Specifications, and Authorize Bid Advertisement for the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

   Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications, and authorize bid advertisement for the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

Adopted Resolution No. 7091, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2018 WATER & SEWER REPAIR & REPLACEMENT PROJECT, CIP #18-09.

9. Approve Plans & Specifications, and Authorize Bid Advertisement for the WPCF Slide Gate Replacement Project, CIP # 19-20

   Staff recommends that the City Council adopt Resolution No. ____, to:
   1) Authorize the creation of CIP 19-20, WPCF Slide Gate Replacement Project; and
   2) Approve the plans and specifications and authorize bid advertisement for the WPCF Slide Gate Replacement Project, CIP # 19-20.

Adopted Resolution No. 7092, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE WPCF SLIDE GATE REPLACEMENT PROJECT, CIP # 19-20.

10. Approval of Final Map 5091, Oyang North, and the associated Subdivision Improvement Agreement and Reimbursement Agreements

    Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5091, Oyang North; 2) approving the Subdivision Improvement Agreement for said final map and authorizing the Mayor 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. _____, a Resolution of the City Council 1) approving the associated Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorizing the City Manager to sign both on behalf of the City; and 2) authorize the City Manager to sign amendments for up to 15% of the SLIF Reimbursement and the actual cost of the Third Party Reimbursement Agreement

Adopted Resolution No. 7093, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5091 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH KB HOME OF SACRAMENTO INC., A

CALIFORNIA CORPORATION FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENT and Resolution No. 7094, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING REIMBURSEMENT AGREEMENTS ASSOCIATED WITH FINAL SUBDIVISION MAP 5091, OYANG NORTH.

11. Approval of Final Map 5103 Spring Lake Central Phase 2, Related Subdivision Improvement Agreement, and Park Purchase and Sale Agreement.

    Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5103 Spring Lake Central Phase 2; 2) approving the related Subdivision Improvement Agreement and authorizing Mayor 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; and

    It is further recommended that the City Council adopt Resolution No. _____, Approving the Agreement for the Purchase and Sale of Certain Real Property for Park use, and authorize the City Manager to sign on behalf of the City.

Adopted Resolution No. 7095, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH WOODLAND PARCEL FOUR LP FOR THE PURCHASE AND SALE OF CERTAIN REAL PROPERTY and Resolution No. 7096, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5103 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH TAYLOR MORRISON OF CALIFORNIA FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

12. Approval of Final Map 5111, Spring Lake Central 5, and associated Subdivision Improvement Agreement

    Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Subdivision Map 5111, Spring Lake Central Phase 5; 2) approving the associated Subdivision Improvement Agreement and authorizing the Mayor 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

Adopted Resolution No. 7097, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5111 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH R&B 77 LLC FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

13. Approval of First Amendment to Leisureville Community Association Loan Agreement

    Staff recommends that the City Council adopt Resolution No. _____, approving the First Amendment to the CDBG/HOME Loan Agreement with the Leisureville Community Association, Inc., to require Leisureville to submit the annual independent audit to the City by June 30 for the previous calendar year.

Adopted Resolution No. 7098, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO THE

CDBG/HOME LOAN AGREEMENT WITH THE LEISUREVILLE COMMUNITY ASSOCIATION, INC., TO REQUIRE LEISUREVILLE TO SUBMIT THE ANNUAL INDEPENDENT AUDIT TO THE CITY BY JUNE 30 FOR THE PREVIOUS CALENDAR YEAR.

14. Approval of Community Development Block Grant Funding for St. John's Reroof Project and Revised Scope of Work for Empower Yolo's Capital Project

    Staff recommends that the City Council adopt Resolution No. _____, approving a Community Development Block Grant (CDBG) funding increase of $3,000 for St. John's Retirement Village's Building 515-516 Reroof Project and revised scope of work for Empower Yolo's Capital Project to include the installation of gates/handrails/fencing.

Adopted Resolution No. 7099, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING INCREASE OF $3,000 FOR ST. JOHN'S RETIREMENT VILLAGE'S BUILDING 515-516 REROOF PROJECT AND REVISED SCOPE OF WORK FOR EMPOWER YOLO'S CAPITAL PROJECT.

15. Approval Agreement for The Completion of Certain Public Improvements and The Security for Such Improvements and SLIF Reimbursement Agreement for Spring Lake Central Off Site Improvements

    Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the Agreement for The Completion of Certain Public Improvements and The Security for Such Improvements; and 2) authorizing the City Manager to approve amendments to the Agreement for the extension of time.

    It is further recommended that the City Council adopt Resolution No. _____; a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

Adopted Resolution No. 7100, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING INCREASE OF $3,000 FOR ST. JOHN'S RETIREMENT VILLAGE'S BUILDING 515-516 REROOF PROJECT AND REVISED SCOPE OF WORK FOR EMPOWER YOLO'S CAPITAL PROJECT and Resolution No. 7101, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A SLIF REIMBURSEMENT WITH AGREEMENT WITH WOODLAND PARCEL FOUR LP., A CALIFORNIA LIMITED PARTNERSHIP AND ASSOCIATED WITH SPRING LAKE SPECIFIC PLAN IMPROVEMENTS: PORTIONS OF PIONEER AVENUE, PARKLAND AVENUE, HERITAGE PARKWAY, AND HUNT STREET.

16. Waste Management Delinquent Garbage/Refuse Accounts - Call for a Public Hearing

Staff recommends that the City Council set a Public Hearing for July 17, 2018 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Set a Public Hearing for July 17, 2018 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

17. Renewal of Microsoft Software Licensing Agreement

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a 3-year Microsoft Enterprise Agreement with SoftwareOne Inc., using the terms and conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement 01E73970.

Adopted Resolution No. 7102, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF MICROSOFT SOFTWARE LICENSING THOUGH A PURCHASE ORDER WITH SOFTWAREONE INC.

18. Authorize a $14,736.74 Budget Appropriation to the Vehicle Replacement Budget

Staff recommends that the City Council approve Resolution No. _____, authorizing a $14,736.74 budget appropriation to the Vehicle Replacement Fund towards the purchase of a new trailer for the Community Services Department.

Adopted Resolution No. 7103, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A $14,736.74 BUDGET APPROPRIATION TO THE VEHICLE REPLACEMENT BUDGET.

19. Approve Consultant Agreement for Professional Services for Building Division Chief Building Official, Plan Review and Inspections Services

Staff recommends that the City Council adopt Resolution No. _____, approving a contract agreement with Interwest Consulting Group in the amount of $150,000 for Building Division Chief Building Official, Plan Review, Inspection, and Chief Building Official services, and authorize the City Manager to execute the agreement.

Adopted Resolution No. 7104, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH INTERWEST CONSULTING GROUP FOR BUILDING DIVISION CHIEF BUILDING OFFICIAL, PLAN REVIEW AND INSPECTIONS SERVICES.

VIDEO 20. Special Assessment Tax Roll Collections

Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Adopted Resolution No. 7105, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

On a motion by Council Member Barajas, seconded by Council Member Stallard and carried unanimously, Council Members approved Consent Calendar items No. 4 through 20.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO **H. PUBLIC HEARINGS**

VIDEO 21. PUBLIC HEARING: Spring Lake Lighting & Landscaping District

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2018/2019 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

On a motion by Council Member Barajas, seconded by Council Member Stallard and carried unanimously, Adopted Resolution No. 7106, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2018/2019 ENGINEER'S REPORT REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT and Resolution No. 7107, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2018/2019.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO 22. PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2018/2019 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Rodriguez and , Adopted Resolution No. 7108, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2018/2019.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO 23. PUBLIC HEARING - West Wood Lighting and Landscaping District

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2018/2019 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

On a motion by Mayor Pro Tem Rodriguez, seconded by Council Member Stallard and carried unanimously, Adopted Resolution No. 7109, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2018/2019.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO 24. PUBLIC HEARING - Streng Pond Landscape Maintenance District

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, proving the fiscal year 2018/2019 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

On a motion by Council Member Barajas, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Adopted Resolution No. 7110, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2018/2019.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO 25. PUBLIC HEARING: Gateway Landscaping & Lighting District

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2018/2019 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Adopted Resolution No. 7111, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2018/2019 ENGINEER'S REPORT REGARDING THE GATEWAY

LANDSCAPING AND LIGHTING DISTRICT and Resolution No. 7112, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2018/2019.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Motion

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO 26. PUBLIC HEARING - North Park Lighting and Landscaping District

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2018/2019 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

On a motion by Mayor Pro Tem Rodriguez, seconded by Council Member Barajas and carried unanimously, Adopted Resolution No. 7113, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2018/2019.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

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

VIDEO 27. 2017 Water Quality Report

Staff recommends that the City Council receive and review the 2017 Water Quality Report.

Received 2017 Water Quality Report from Tim Busch.

VIDEO 28. Fiscal Year 2018-2019 Budget

Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year (FY) 2018-2019 Annual Budget of $156.25 million, which includes: a) the budgets for the Capital Improvement Program, the Woodland Finance Authority and the Successor Agency to the former Redevelopment Agency; and b) assigns $1.0 million of Measure J fund balance to the Sports Park Phase II; and assigns $1.0 million of Measure J fund balance to the second (2nd) Pool Complex.

On a motion by Council Member Barajas, seconded by Council Member Stallard and carried unanimously, Adopted Resolution No. 7114, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE FISCAL YEAR 2018-2019 ANNUAL BUDGET.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO 29. Recommended Revisions to Appointment Procedure and Structure for City Boards and Commissions

Staff recommends that the City Council provide feedback on preliminary recommendations for updating the appointment process for City Boards and Commissions and related changes to selected commission structures and terms of office.

Council Members provided feedback on preliminary recommendations for updating the appointment process for City Boards and Commissions and related changes to selected commission structures and terms of office. Council Members agreed to continue the discussions on this item.

VIDEO **J. ADJOURN**

Meeting adjourned at 7:52 p.m. in honor of Armando Fernandez who was celebrating his 60th birthday.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 17, 2018
ITEM #:	3.
SUBJECT:	Community Services Department Quarterly Status Report for the period April through June 2018

Recommendation for Action:
Staff recommends that the City Council receive the Community Services Department Status Report for the period of April through June 2018.

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

Background:
This quarterly status report covers the period of April through June 2018. The report presents a summary of recreation and senior programming, events, affordable housing, the community development block grant entitlement program, parks and recreation facilities operation and maintenance, and urban forestry. This report also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion:
Staff recommends that the City Council receive the Community Services Department Status Report for the period of April through June 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
FY18_Quarter 4	7/9/2018	Report

Community Services Department Quarterly Report: April-June 2018

The following provides a summary of the Community Service Department's programs, activities, and events for April-June 2018. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document. *Participant totals (total participants and total participant hours) are the total amount of participants/hours for the entire reporting period (in most cases three months).*

Quarterly Highlights

- Two new parks were opened in the Spring Lake neighborhood area: Spring Lake Park and Rick Gonzales, Senior, Park.
- The Commit2Fit Campaign registered 271 participants in April with the 30-Day Fitness Challenge. There were 70 fitness classes/events offered by 12 C2Fit partners.
- Approximately 5,052 people attended events at the Community & Senior Center during facility rentals.
- Over 1,900 people participated in events such as Rick Gonzales, Senior, & Spring Lake park grand openings, Commit2Fit, Teen Skate Night, the May the 4th event, and the 6th Grade Party.
- Approximately 25,437 participant hours were recorded for aquatics; and youth, teen and adult recreation classes.
- Approximately 11,199 participant hours were recorded for senior programs and senior events.
- Woodland Sports Park hosted two Headfirst Honor Roll Camps June 26-29 which brought $9,900 in revenue for the Sports Park with over 500 participants.

Program Marketing

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

- School Flyers: One school flyer (May 2018) was distributed to WJUSD students to promote summer activities and programs. In addition, a second flyer was sent to sixth grade students for the Sixth Grade Party. All school flyers are distributed in English and Spanish.
- Banners & Posters: Banners and posters are hung throughout town advertising activities and events.
- Social Media: The Department utilizes Facebook and Instagram to advertise upcoming events and recreation programs.
- Special Events: Staff attended several special events using the Rec2Go van to promote programs including: Food Truck Mania in April, May, and June; the Spring Lake and Rick Gonzales, Senior, park grand opening events; Bayside Church's Easter Egg Hunt; Yolano's Spring Fling; Empower Yolo's Easter Celebration: Plainfield Elementary School's Open House; Dia de los Niños at Fern's Park; Touch-a-Truck at the Library; the Honey Festival; the Saturday Farmer's Market; and the Street Cruiser's Car Show.

Facilities

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to provide a location for community events and generate revenue for the City of Woodland. In 2011, the City Council adopted a policy to allow some fees to be waived or reduced by 40% for non-profit organizations once every 12-month period if certain requirements are met. The "Facility Rentals with Fees Waived", in the table below, identifies the use of the facility where fees were not charged and the dollar amount that could have been collected (had a fee waiver not been granted). Rentals with all of the fees waived are generally city events/meetings or city sponsored events.

	General Facility Rentals *Includes Rentals Receiving Discounts*	**Facility Rentals** *with Fees Waived*
Number of Rentals	43	24
Approximate Participants	3,705	1,347
Total Fees	**$29,150**	**$26,887 (waived)**

Woodland Sports Park Reservations

Tournament rentals are available for the Sports Park Complex. All of the available weekend dates for tournaments (from January to August and November to December) were reserved. (September and October weekends are used for soccer games by local soccer leagues). During the fourth quarter, the Sports Park was reserved for youth baseball and soccer tournaments. Fees collected are not necessarily for tournaments held during this reporting period.

Tournament Rentals of Sports Park	
Number of Rentals	14
Number of Teams	290
Total Fees Collected	**$62,400**

Community & Senior Center Parking Lot Update

Improvements to handicap parking at the Community & Senior Center were completed in June 2018. Ten additional handicap parking spaces were strategically installed to give better access to the front doors, the south side of the facility, and the YMCA Fitness Center. Sidewalks were retrofitted, new signs were installed, and striping was added to denote the new handicap parks stalls. Seven general parking stalls were converted to "Senior Only 8 am-3 pm" parking stalls under the solar panels on the south side of the building. The project cost was approximately $41,000.

Facility Maintenance Projects

Several building-related projects were completed at the Community & Senior Center during the fourth quarter. Completed projects include: work related to the HVAC system; cleaning the outside of the building; improvements to the storage area in the gym; improvements/repairs in the boxing club; repairs to the projectors in the meeting and banquet rooms; sofa and chair cleaning; and repairs to the fountains and waterfalls.

Parks

Parks and urban forestry projects during the fourth quarter include:

Park Grand Openings in Spring Lake Neighborhood

In April, the Spring Lake neighborhood celebrated grand openings of two parks. On April 24, Spring Lake Park (1904 Shellhammer Dr.) was opened with about 250 people that came out to enjoy games by Rec2Go, free hot dogs and ice cream, a clown, and a short dedication by members of Council. On April 26, Rick Gonzales Sr. Park (2109 Miekle Ave.) was opened with over 650 people in attendance. This event also had Rec2Go, an ice cream vendor, free tacos for the public, and a presentation by the Gonzales family.

Day of Service / Pioneer Park

The Community Day of Service, held in collaboration with the Church of Jesus Christ of Latter Day Saints, was held on April 28 at Pioneer Park. Many projects were completed including removing sand out of the tot lot playground; cleaning shade structures; planting 10 trees; installing decomposed granite along the walking paths; and adding bark to the planting beds around the park. After the Day of Service, staff also removed some sod that was creating maintenance issues at the playground and deteriorated poured in place rubber. Engineered wood fiber was added to replace the sand in the playground, which was re-opened just before summer.

Woodland Opera House Educational and Children’s programming building (“Annex

At the Woodland Opera House Educational and Children’s programming building (“Annex”), staff aided in completing an irrigation project including installing drip line, bubblers, valves, an underground irrigation pipe, and a timer. In addition, weed barrier fabric was installed and covered with new landscaping bark.

Irrigation Project at Woodland Opera House (City Hall) Annex

HOST

In June, the Parks staff collaborated with the Police for a homeless camp cleanup along the Main Street / I-5 on ramp. The police assisted the parks staff with the cleanup cleaning up nearly 40 yards of material and 4-5 separate camps spread over approximately a mile.

Gracie Hiddleson Park

Gracie Hiddleson Park (formerly Southland Park) had new signs installed and the Southland Park signs were removed. A re-dedication of the park will be held after scheduled work is completed (a bench will be replaced and a plaque mounted).

Park Sign for Re-named Park "Gracie Hiddleson Park"

Events

Event	Event Date	Total Participants	Participant Hours	Fees Collected
Spring Lake Park Grand Opening	April 24	250	500	Free Program
Rick Gonzales, Senior, Park Grand Opening	April 26	650	1,300	Free Program
Commit2Fit	April 1-30	271		Free Program
Teen Skate Night*	April 13	152	304	Free Program
May the Fourth event*	May 4	30	60	Free Program
6th Grade Graduation Party*	June 1	574	1,148	Free Program
Total Participants		**1,927**	**3,312**	**$0**

**Event made possible by Measure J*

Rick Gonzales, Senior, Park Grand Opening

Aquatics

All aquatic programs are held at the Charles Brooks Community Swim Center. Aquatics programming is available for children as young as six months old through seniors and includes swimming lessons, lifeguard training, recreation swimming, recreation swim teams, lap swim and water aerobics. During the fourth quarter, programming at the pool includes lap swim, water aerobics, the Woodland Wreckers (the City's recreational swim team), and the use of the pool by the Woodland Swim Team and Woodland and Pioneer High Schools. The summer aquatics programs will be reported in the next report since the programs are currently running.

Aquatics Program	Total Participants	Participant Hours	Fees Collected
Lap Swim & Water Aerobics	1,451	1,451	$2,175
Lifeguard Training	14	560	$2,076
Spring Swim Lessons	59	236	$3,658
Woodland Swim Team	n/a	n/a	$11,755
Private Reservations	280	n/a	$1,050
Total	**1,804**	**2,247**	**$20,714**

Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team hosted two long course meets during this quarter. Fees Collected: $11,755 ($7,080 rent & $4,675 meets)

Private Reservation

The pool is available for private reservations when not in use by City programs or user groups. Two private reservations occurred at the pool during the fourth quarter. Fees Collected: $1,050

Youth & Teen Recreation

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

Youth Recreation Program	**Total Participants**	**Participant Hours**	**Fees Collected**
After School Teen Pack (Measure J)	1,243	2,586	Free Program
Baby & Me	217	217	Free Program
Night Hoops	420	630	Free Program
Rec2Go (Measure J)	3,946	10,535	Free Program
Toddler Time	20	20	$365
Total	**5,846**	**13,988**	**$365**

Lessons Provided for Summertime Fun Club Participants by Aquatic Staff

Contract Classes

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

Contractor	Participants	Participant Hours	Total Fees Collected	Total Expenses	Net Revenue
All Good	2	16	$80	$56	$24
Art with Emily	25	300	$2,595	$1,773	$822
Basic Dog Obedience	3	18	$420	$294	$126
Boxing Club	252	1,502*	$3,179	$6,556	($3,377)
Cello Tennis	163	1,317	$15,550	$13,994	$1,556
Country Line Dance	36	108	$228	$160	$68
Dynamic Dancing	149	926	$8,783	$6,124	$2,659
Empire Wrestling Club	30	720	$1,742	$1,232	$510
Fall Prevention	37	320	$2,864	$ 2,005	$859
Freshi Media	17	255	$2,700	$1,892	$808
Jujitsu	1	8	$35	$25	$10
Karate	35	280	$1,025	$718	$307
KidzLoveSoccer	40	162	$4,181	$2,978	$1,203
LEGO Engineering	28	420	$4,377	$3,097	$1,280
Pilates	22	155	$668	$468	$200
PHS Football Conditioning	46	1,035	$920	$644	$276
Stepping Out	21	168	$950	$665	$285
Travel Basketball Club	37	2,886	$3,210	$2,275	$935
Yoga	27	108	$770	$539	$231
TOTALS	**971**	**9,202**	**$54,277**	**$45,495**	**$8,782**
***Boxing had 1,502 sign-ins during the fourth quarter (this number is not included in the participant hours total).**					

Adult Sports

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below. Basketball information will be reported in the next report since the summer league is currently in play.

Sport	# Teams	Total Participants	Participant Hours	Fees Collected
Basketball (spring league)	21	231	1,848	$8,400
Softball (spring league)	39	585	5,850	$20,475
Volleyball (spring league)	6	60	480	$1,920
Total	**66**	**876**	**8,178**	**$30,795**

Seniors

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 11,199 participant hours during the fourth quarter.

Programs

Programs	Total Participants	Participant Hours	Fees Collected
Art Classes	350	509	$326
Exercise Classes	3,232	3,138	$736
Games	1,219	2,627	Free Program
General Programs	2,129	2,901	$1,519
Education/Resources	135	301	Free Program
Support Groups	299	598	Free Program
Special Programs	388	545	Free Program
Total	**7,752**	**10,619**	**$2,581**

Events

Events	Date	Total Participants	Participant Hours
SCI Installation Dinner	May 10	140	280
Senior Resource Fair	May 24	200	300
Total		**340**	**580**

Grants and Housing

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

Community Development Block Grant (CDBG) Program

The City's Community Development Block Grant Review Panel met in May to evaluate the Fiscal Year 2018/19 CDBG applications, recommend projects for funding, and establish recommended funding levels for individual projects. The Review Panel was made up of Rashid Ali from the Parks and Community Services Commission, Carol Miller from the Senior Center (senior programs volunteer), and Marco Lizarraga from the Planning Commission. Highlights of the recommendations include funding allocations for the Yolo Wayfarer Center's Shelter Courtyard Phase 2, the City's ADA Accessibility Program, and a City Social Services Manager position to address community social service needs, including at-risk youth and individuals and families that are homeless or at risk of homelessness. The Shelter Courtyard project will allow the Yolo Wayfarer Center to add 780 square feet of space for client day services (access to showers, laundry, medical, life skills classes, case management, and other supportive services).

The Review Panel's recommendations will be incorporated into the Draft FY 2018/19 CDBG Action Plan. The draft plan will be circulated to the public for a minimum of 30 days. Staff anticipates that the Action Plan will be reviewed by the City Council in July during a public hearing. Council will be asked to take final action on the Action Plan at that time. Subsequently, staff will submit the Action Plan to the U.S. Department of Housing and Urban Development for approval.

Affordable Housing Monitoring

Letters were mailed in April to 95 families who purchased affordable housing units, purchased affordable housing units with City first time homebuyer loans, received City first time homebuyer loans, or received City housing rehabilitation loans. The City conducts affordable housing monitoring owner-occupied housing units on annual basis. Property owners are asked to sign a form confirming they continue to reside in their homes as the principal place of residence and provide a copy of their homeowner's insurance.

Separately, the City completed affordable housing and or/senior occupancy monitoring of the following rental projects: Heritage Oaks, Lincoln Gardens II, Greens Annex, and Stella Senior Apartments. These projects received City loan assistance, development impact fee waivers/deferrals, or a reduction in off-street parking requirements.

Participant Hours Calculation

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

Participant Hours (PH) is calculated by:
<u>Drop In Programs</u>: 1 Class meeting (in hours) x Total sign ins
Examples include Water Aerobics & Lap Swim, Badminton, and Night Hoops

<u>Classes/Camps/Leagues</u>: Total unique participants x total class time (in hours)
Examples include: Swim Lessons, Mad Science

<u>Individual Entry</u>: Each class meeting (in hours) x Total in attendance (adding each day)
Examples include: Teens Helping Seniors, Teen Pack

<u>Event</u>: Total Attendants x Average Time
Examples include: ReXpo, 4th of July

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

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 17, 2018
ITEM #:	4.
SUBJECT:	Approve New Job Description and Salary Range for Executive Assistant and Authorize Placement in the Confidential Unit

Recommendation for Action:
Staff recommends that the City Council:
- Adopt new job description of Executive Assistant – Confidential
- Approve the salary range for the Executive Assistant – Confidential $4,212.36 to $5,376.17
- Authorize that the Executive Assistant Confidential be place in the Confidential Employee Unit

Staff Contact:
Sheila McShane, Hu, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:
This action to adopt the new job description and authorize the position effective August 1, 2018, does not result in any additional budget allocations as the Department will absorb the additional cost.

Report in Brief:
City Staff has evaluated the position of the Administrative Secretary in the Police Department, which is currently encumbered by a full time employee. In consultation with the Department and the employee, Staff determined the need for a change due to the job duties being significantly different from the current job description. The need to have a confidential employee is more appropriate, as the position will work with the Department to provide information during the negotiations. As well as maintaining employee disciplines, tracking grievances and internal affairs investigations.

Discussion:
City Staff interviewed the department head, department manager, and staff regarding the actual task performed and the needs of the department. Staff identified the need for a confidential designation due to aspects of the work performed. Staff performs current duties with little direction from their supervisor, is responsible for the work of seasonal employees and volunteers; maintain inventory of equipment, assists with backgrounds, managing grievances and employee discipline; manage special programs and events including budgets; and to perform highly responsible and technical tasks within the department. The need for a new job description was identified and created as a result.

$4,212.36 to $5,376.17 was identified. Additionally, as this is a Confidential position, Staff acknowledged that the correct placement of this new job classification to be incorporated into the Confidential Unit.

Conclusion:
Staff recommends that the City Council:
- Adopt new job description of Executive Assistant – Confidential
- Approve the salary range for the Executive Assistant – Confidential $4,212.36 to $5,376.17
- Authorize that the Executive Assistant Confidential be place in the Confidential Employee Unit

Prepared By: Sheila McShane, Human Resources Manager

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Salary Schedule	7/11/2018	Salary Schedule
Job Description Execitve Assist - Conf	7/11/2018	Job Description

CITY OF WOODLAND
SALARY SCHEDULE
Effective August 1, 2018

SALARY PER MONTH

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	$4,645.60	$4,877.89	$5,121.78	$5,377.86	$5,646.76	$5,646.76		
Accountant II *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Administrative Clerk I	28	GS	$2,605.41	$2,735.67	$2,872.46	$3,016.09	$3,166.89	$3,325.23		
Administrative Clerk II	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43		
Administrative Clerk III	36	GS	$3,174.44	$3,333.16	$3,499.83	$3,674.82	$3,858.57	$4,051.50		
Administrative Secretary	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47		
Administrative Supervisor	47	GS	$4,165.14	$4,373.40	$4,592.07	$4,821.67	$5,062.76	$5,315.89		
Aquatics Coordinator	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43		
Aquatics Supervisor	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78		
Assistant Engineer *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Assistant Planner *	118	MM	$4,880.78	$5,124.82	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
Associate Civil Engineer *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Associate Engineer *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03		
Associate Planner *	124	MM	$5,660.22	$5,943.22	$6,240.38	$6,552.40	$6,880.03	$6,880.03		
Asst City Manager/Comm & Econ Dev Dir		Contract	$12,463.47				$16,001.30	$16,001.30		
Building Inspection Services Man	132	MM	$6,896.41	$7,241.24	$7,603.30	$7,983.47	$8,382.64	$8,382.64		
Building Inspector I	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.00		
Building Inspector II	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80		
Chief Building Official *	140	MM	$8,402.62	$8,822.74	$9,263.88	$9,727.07	$10,213.43	$10,213.43		
Chief Collection Systems Operato	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Chief Plant Operator *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Chief Project Engineer *	145	MM	$9,506.79	$9,982.12	$10,481.25	$11,005.30	$11,555.56	$11,555.56		
Chief Water Systems Operator *	132	MM	$6,896.41	$7,241.24	$7,603.30	$7,983.47	$8,382.64	$8,382.64		
Child Librarian II *	118	MM	$4,880.78	$5,124.81	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
City Clerk *		MGT	$6,756.48				$8,673.48			
City Engineer *	145	MM	$9,506.79	$9,982.12	$10,481.24	$11,005.30	$11,555.56	$11,555.56		
City Manager *	Contract						$18,599.20			
Code Compliance Officer I	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Code Compliance Officer II	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63		

Community Development Director *		MGT	$9,633.60				$12,615.52	
Community Development Techni	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47
Community Development Techni	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Community Services Director	MGT		$9,449.55				$12,095.70	
Community Services Officer *	Base	P	$3,769.29	$3,957.75	$4,155.63	$4,363.42	$4,581.60	$4,810.68
Community Services Program Ma	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02
Conservation Coordinator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Construction Project Manager*	129	MM	$6,404.01	$6,724.21	$7,060.42	$7,413.44	$7,784.11	$7,784.11
Crime Intelligence Analyst *	Base	PS	$5,026.48	$5,277.82	$5,541.70	$5,818.78	$6,109.72	
Crime Prevention Specialist *	Base	P	$3,769.29	$3,957.75	$4,155.63	$4,363.42	$4,581.60	$4,810.68
Deputy Director of Community D	Contract		$9,695.28				$11,784.66	
Deputy Director of Public Works	Contract		$9,093.05				$11,052.67	
Deputy Director of Public Works	Contract		$9,695.28				$11,784.66	
Deputy Fire Chief ****	Flat	FM	$9,965.13	$10,463.38	$10,986.56	$11,535.88	$12,211.24	
Economic Development Manage	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86
Electrical / Signs & Markings Sup	67	GS	$6,825.07	$7,166.32	$7,524.63	$7,900.87	$8,295.91	$8,710.71
Electrician's Assistant	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Engineering Aide I	33	GS	$2,947.78	$3,095.17	$3,249.93	$3,412.42	$3,583.04	$3,762.19
Engineering Aide II	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76
Engineering Assistant	56	GS	$5,201.69	$5,461.77	$5,734.86	$6,021.60	$6,322.69	$6,638.82
Engineering Technician I	44	GS	$3,867.75	$4,061.13	$4,264.19	$4,477.40	$4,701.27	$4,936.34
Engineering Technician II	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78
Engineering Technician III	52	GS	$4,712.47	$4,948.09	$5,195.50	$5,455.28	$5,728.04	$6,014.44
Environmental Compliance Inspe	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Environmental Compliance Inspe	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Environmental Compliance Speci	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.00
Environmental Resources Analys	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03
Environmental Sustainability Ma	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
Equipment Service Clerk	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Equipment Service Worker	34	GS	$3,021.48	$3,172.55	$3,331.17	$3,497.73	$3,672.63	$3,856.26
Executive Assistant - Confidential		C	$4,212.36	$4,422.99	$4,644.14	$4,876.34	$5,120.16	$5,376.17
Facility Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67
Facility Maintenance Worker II	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Facility Maintenance Worker III	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Finance Clerk I	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43

Finance Clerk II	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76
Finance Clerk III	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Finance Director *		MGT	$9,562.32				$12,275.28	
Finance Officer *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Finance Specialist	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Finance Supervisor	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Fire Battalion Chief ****	Flat	FM	$8,735.85	$9,172.64	$9,631.27	$10,112.83	$10,618.47	
Fire Captain	Base	F	$7,046.71	$7,399.04	$7,768.99	$8,157.45	$8,565.31	
Fire Chief **		MGT	$11,305.55				$14,682.50	
Fire Engineer	Base	F	$6,115.77	$6,421.56	$6,742.65	$7,079.78	$7,433.76	
Fire Marshal	Flat	FM	$8,735.85	$9,172.64	$9,631.27	$10,112.83	$10,618.47	
Fire Prevention Specialist I	Base	F	$4,445.40	$4,667.87	$4,901.25	$5,146.32	$5,403.62	
Fire Prevention Specialist II	Base	F	$4,780.26	$5,019.29	$5,270.26	$5,533.76	$5,810.46	
Firefighter	Base	F	$5,388.78	$5,658.21	$5,941.12	$6,238.18	$6,550.08	
Firefighter Recruit	Base	F	$4,849.90	$0.00	$0.00	$0.00	$0.00	
Fleet & Facilities Manager *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
GIS Analyst	62	GS	$6,032.36	$6,333.98	$6,650.68	$6,983.22	$7,332.38	$7,699.00
GIS Technician I	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.01
GIS Technician II	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80
Heavy Equipment Mechanic	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Human Resources Analyst I		C	$5,125.38	$5,381.65	$5,650.73	$5,933.27	$6,229.94	
Human Resources Analyst II		C	$5,798.90	$6,088.85	$6,393.29	$6,712.95	$7,048.60	
Human Resources Clerk		C	$3,235.73	$3,397.52	$3,567.40	$3,745.77	$3,933.06	$4,129.71
Human Resources Manager		C	$8,188.82	$8,598.27	$9,028.17	$9,479.58	$9,953.57	
Human Resources Technician I		C	$3,846.26	$4,038.57	$4,240.49	$4,452.52	$4,675.14	$4,908.90
Human Resources Technician II		C	$4,288.52	$4,502.95	$4,728.09	$4,964.50	$5,212.72	$5,473.36
Industrial Electrical/Electronics T	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91
Information Technology Analyst	60	GS	$5,741.69	$6,028.78	$6,330.21	$6,646.73	$6,979.06	$7,328.02
Information Technology Manage	138	MM	$7,997.73	$8,397.61	$8,817.50	$9,258.36	$9,721.29	$9,721.29
Information Technology Technici	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78
Information Technology Technici	52	GS	$4,712.47	$4,948.09	$5,195.50	$5,455.28	$5,728.04	$6,014.44
Infrastructure O & M Superinten	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64
Junior Engineer *	121	MM	$5,256.07	$5,518.87	$5,794.82	$6,084.55	$6,388.79	$6,388.79
Junior Planner *	113	MM	$4,313.90	$4,529.59	$4,756.07	$4,993.88	$5,243.58	$5,243.58
Laboratory & Environmental Con	129	MM	$6,404.01	$6,724.21	$7,060.42	$7,413.44	$7,784.11	$7,784.11

Laboratory Supervisor *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03		
Laboratory Technician I	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94		
Laboratory Technician II	47	GS	$4,165.14	$4,373.40	$4,592.07	$4,821.67	$5,062.76	$5,315.89		
Librarian I *	114	MM	$4,421.75	$4,642.84	$4,874.98	$5,118.73	$5,374.66	$5,374.66		
Librarian II *	118	MM	$4,880.78	$5,124.81	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
Librarian III *	122	MM	$5,387.47	$5,656.84	$5,939.70	$6,236.67	$6,548.51	$6,548.51		
Library Services Direc+A4tor *		MGT	$7,277.97				$9,343.03			
Library Technician Assistant I	29	GS	$2,670.54	$2,804.07	$2,944.28	$3,091.49	$3,246.07	$3,408.37		
Library Technician Assistant II	33	GS	$2,947.78	$3,095.17	$3,249.93	$3,412.42	$3,583.04	$3,762.19		
Library Technician Assistant III	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76		
Light Equipment Mechanic	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87		
Literacy Coordinator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Maintenance Supervisor	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80		
Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67		
Maintenance Worker II	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07		
Maintenance Worker III	44	GS	$3,867.75	$4,061.13	$4,264.19	$4,477.40	$4,701.27	$4,936.34		
Management Analyst I *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Management Analyst II *	125	MM	$5,801.71	$6,091.81	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Meter Services Technician	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74		
Office Manager *	115	MM	$4,532.29	$4,758.90	$4,996.85	$5,246.69	$5,509.03	$5,509.03		
Operations and Maintenance Su	137	MM	$7,802.67	$8,192.81	$8,602.45	$9,032.57	$9,484.20	$9,484.20		
Park Maintenance Technician	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Park Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67		
Park Maintenance Worker II	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00		
Park Maintenance Worker III	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94		
Park Planner *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Park Superintendent *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Park Supervisor	51	GS	$4,597.54	$4,827.41	$5,068.78	$5,322.22	$5,588.33	$5,867.75		
Parks & Recreation Director *		MGT	$9,251.28				$11,876.76			
Planning Manager *	140	MM	$8,402.62	$8,822.74	$9,263.88	$9,727.07	$10,213.43	$10,213.43		
Police Captain **	Base	PM	$10,475.47	$10,999.26	$11,549.21	$12,126.69	$12,733.01	$13,369.67	$14,038.15	$14,740.06
Police Chief**	MGT		$13,358.70				$17,427.09			
Police Lieutenant **	Base	PM	$9,531.00	$10,007.55	$10,507.93	$11,033.33	$11,585.01	$12,164.26	$12,772.47	$13,411.10
Police Officer **	Base	P	$5,726.40	$6,012.72	$6,313.36	$6,629.03	$6,960.48	$7,308.50	$7,673.94	
Police Records Manager *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		

Police Records Specialist *	Base	P	$3,345.58	$3,512.84	$3,688.49	$3,872.91	$4,066.57			
Police Records Supervisor	Base	PS	$4,600.16	$4,830.16	$5,071.67	$5,325.29	$5,591.56			
Police Sergeant **	Base	PS	$6,890.46	$7,234.98	$7,596.73	$7,976.57	$8,375.40	$8,794.17	$9,233.88	$9,695.58
Pool Facility Technician	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Principal Civil Engineer *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77		
Principal Planner *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Principal Utilities Civil Engineer*	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77		
Public Safety Chief**	MGT		$14,033.00				$18,016.00			
Public Works Director *	MGT		$10,740.71				$13,982.76			
Purchasing Manager *	123	MM	$5,522.16	$5,798.26	$6,088.18	$6,392.59	$6,712.21	$6,712.21		
Recreation Coordinator	36	GS	$3,174.44	$3,333.16	$3,499.83	$3,674.82	$3,858.57	$4,051.50		
Recreation Superintendent *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Recreation Supervisor	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63		
Redevelopment & Housing Analy	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Redevelopment & Housing Analy	124	MM	$5,660.22	$5,943.22	$6,240.38	$6,552.40	$6,880.03	$6,880.03		
Redevelopment Manager *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Secretary to City Manager		C	$4,320.37	$4,536.40	$4,763.22	$5,001.38	$5,251.45	$5,514.02		
Senior Accountant *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Senior Application Analyst *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Senior Associate Civil Engineer *	134	MM	$7,245.56	$7,607.83	$7,988.23	$8,387.62	$8,807.02	$8,807.02		
Senior Building Inspector	57	GS	$5,331.73	$5,598.32	$5,878.23	$6,172.14	$6,480.75	$6,804.79		
Senior Building Plans Examiner	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91		
Senior Center Manager *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Senior Civil Engineer *	138	MM	$7,997.73	$8,397.61	$8,817.50	$9,258.36	$9,721.29	$9,721.29		
Senior Construction Project Man	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Senior Engineering Assistant	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91		
Senior Equipment Mechanic	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63		
Senior Human Resources Analyst		C	$6,668.74	$7,002.17	$7,352.28	$7,719.89	$8,105.89			
Senior Maintenance Worker	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74		
Senior Management Analyst *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Senior Planner *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.47	$8,382.64	$8,382.64		
Senior Police Records Specialist *	Base	P	$3,680.13	$3,864.13	$4,057.34	$4,260.23	$4,473.25			
Senior Signs and Markings Tech	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74		
Senior Systems Analyst *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Senior Tree Trimmer	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74		

Senior Utilities Maintenance Wo	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Senior Utilities Maintenance Wo	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Senior Water System Operator	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Signs and Markings Tech I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Signs and Markings Tech II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Social Services Manager*	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.47	$8,382.64	$8,382.64
Sports Manager *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02
Stock Clerk	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Storekeeper	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67
Traffic Signal / Street Lighting Te	56	GS	$5,201.69	$5,461.77	$5,734.86	$6,021.60	$6,322.69	$6,638.82
Transportation Engineer *	134	MM	$7,245.56	$7,607.83	$7,988.23	$8,387.62	$8,807.02	$8,807.02
Treatment Plant Mechanic	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Tree Trimmer I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Tree Trimmer II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Underground Utility Service Loca	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Supervisor	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80
Utilities Maintenance Worker I	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76
Utilities Maintenance Worker II	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47
Utilities Maintenance Worker III	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Worker III	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Worker IV	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Utilities Maintenance Worker IV	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Wastewater Systems Administra	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water / Wastewater Instrument	62	GS	$6,032.36	$6,333.98	$6,650.68	$6,983.22	$7,332.38	$7,699.00
Water Pollution Control Facility S	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water Pollution Control O-I-T	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07
Water Pollution Control Operato	51	GS	$4,597.54	$4,827.41	$5,068.78	$5,322.22	$5,588.33	$5,867.75
Water Pollution Control Operato	55	GS	$5,074.81	$5,328.56	$5,594.99	$5,874.73	$6,168.47	$6,476.89
Water Pollution Control Operato	59	GS	$5,601.65	$5,881.73	$6,175.81	$6,484.60	$6,808.84	$7,149.28
Water Pollution Control Operato	63	GS	$6,183.17	$6,492.33	$6,816.94	$7,157.78	$7,515.67	$7,891.45
Water Systems Administrator	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water Systems Operator I	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07
Water Systems Operator II	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74

* Employee pays PERS Misc. Member Contribution of 8%

Effective July 1, 2018 for MMPA Members Step F is equal to Step E

** Employee pays PERS Safety Member Contribution of 9%

*** If Temporary Employee is hired into a regular classified position paying the PERS Member Share, that Employee's salary is 8% less for Misc. or 9% less for Safety.

**** Per MOU effective January 1, 2014, Step E is added at 2.5% above the current Step D

Approved by City Council July 17, 2018

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

	A STEP	B STEP	C STEP	D STEP	E STEP
Activity Leader I	$11.00	$11.25	$11.50	$11.75	$12.00
Activity Leader II	$11.75	$12.00	$12.25	$12.50	$12.75
Activity Manager	$12.25	$12.50	$12.75	$13.00	$13.25
Cashier	$11.00	$11.25	$11.50	$11.75	$12.00
Counselor	$11.00	$11.25	$11.50	$11.75	$12.00
Intern	$11.00	$12.00	$13.00	$14.00	$15.00
Library Page	$11.00	$11.25	$11.50	$11.75	$12.00
Lifeguard / Aide	$12.25	$12.50	$12.75	$13.00	$13.25
Lifeguard / Instructor	$12.75	$13.00	$13.25	$13.50	$13.75
Pool Manager	$14.00	$14.25	$14.50	$14.75	$15.00
Recreation Facility Aide	$13.75	$14.00	$14.25	$14.50	$14.75
Special Program Coordinator	$13.50	$13.75	$14.00	$14.25	$14.50
Swim Instructor Aide	$11.00	$11.25	$11.50	$11.75	$12.00

Approved by City Council July 17, 2018

City of Woodland

Executive Assistant - Confidential

DEFINITION

Under general supervision of the department head performs, coordinates and oversees technical and office administrative duties in support of a department, including the provision of varied and complex office duties; develops and recommends office procedures and systems; ensure smooth office operations. Analyzes and prepares routine staff reports and documents; draft correspondence for the department head's signature, may supervise clerical and other support staff, and perform other duties as assigned.

This is a single position classification within a department. It is separate from other administrative support classes is that this position provides support to the department head on sensitive items. The Responsibilities require the incumbent to exercise good judgment, have technical knowledge specific to the area of assignment, and a strong grasp of the overall City and community.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the department head or designee. Technical or functional supervision may be received from other manager's within the assigned department/

EXAMPLES OF DUTIES:

The following are typical duties performed by the position, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS:

Perform a wide variety of complex, responsible, and confidential duties in the assigned department, including: screen calls, visitors, and mail; type a variety of materials, reports, correspondence and resolutions; make travel arrangements, maintain appointment schedules and calendars, and arrange meetings and conferences.

Maintain confidentiality of records and information about the department employees, such as grievances, reprimands, disciplinary actions and information regarding the collective bargaining process.

Act as an information source to the public concerning the department actions, procedures, elections, etc.

Coordinates and develop Special Projects within the Department, such as Community Activities, including budgets, timelines, training programs, etc.

Work cooperatively with others.

Process payments of invoices.

Provide follow up to assignments given to management staff by the department head and provide status reports.

Independently responds to letters and general correspondence not report

Manage inventory of equipment and office supplies.

Oversee the maintenance of facilities.

Prepare analyst of department activities and special programs.

Supervisor and manage special projects within the department.

Supervision of staff, and volunteers as appropriate.

Manage various databases within the City.

Prepare various reports for the Department.

Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work to complete assigned tasks.

Research, gather data, summarize findings, format, and produce and distribute finished reports on subjects of concern to the department.

Coordinate, manage and schedule various outreach programs within the department.

Manage all department necessary data bases, hard files of pertinent documents and logs.

As appropriate, prepare minutes of various committee meetings.

Monitor City ordinances and permits that are applicable to the department.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:
English usage, grammar, spelling, and punctuation.

Computer savvy and understanding of various databases as applicable for the department.

Organization, procedures, and operating details of a municipal government; familiarity with pertinent local, state and federal laws, ordinances and rules including ordinances and codes related to the Department functions.

Basic understanding of managing and supervision.

Understanding of statics and budget process.

Skill to:
Communicate effective with co-workers, subordinates, and superiors.

Work with a wide variety of personalities and situations requiring tact, judgment and poise.

Comprehend, coordinate and transmit information

Perform technical, specialize, complex and difficult office administrative work with requires independent judgement.

Understand and carry out oral and written directions; analyze situations carefully and adopt effective courses of action independently.

Analyze reports to determine action items.

Type with speed and accuracy at a rate sufficient to perform duties satisfactorily.

Create and preserve effective work relationships with those needed in performance of your duties.

Ability to:
Perform complex work with little direction.

Manage projects with little direction to successful conclusion.

Prepare concise and complete correspondence and reports; and maintain confidential data and information.

Apply tact and mature judgment in dealing with controversial matters or confidential nature in a variety of situations.

Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Education and Experience:
Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:
Equivalent to completion of the twelfth grade, including or supplemented with college level courses in a related field.

Experience
Four years of increasingly responsible clerical and secretarial experience, involving frequent contact with the public; one year of technical supervision over administrative personnel

Ability to communicate in another language is a plus

License or Certificate
Possession of a valid California Driver's License; Spanish-speaking skills are desirable.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 25 pounds of force occasionally, and/or in excess of 50 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 17, 2018

ITEM #: 5.

SUBJECT: Receive Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action:

Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2017 program year.

Staff Contact:

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

Fiscal Impact:

For 2017, the City collected registration fees of $9,720 from three of the five manufactured home parks located in Woodland with the revenues helping offset the City costs incurred to administer the program. Two of the parks are not required to pay registration fees.

Background:

The City's voters adopted Measure T in November 2001, which added Chapter 16B to the Woodland Municipal Code, entitled Manufactured Home Space Rent Control. The purpose of the ordinance (Measure T) is to protect the owners and residents of manufactured homes from unreasonable space rental increases while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property. The ordinance also provided for the establishment of the Manufactured Home Fair Practices Commission of the City of Woodland (Woodland Mun. Code § 16B-4(a)). Its membership consists of five regular members and two alternate members, none of whom are permitted to be either a manufactured home owner or resident or otherwise have any interest in a manufactured home park (§ 16B-4(b)(1)). The Commission reviews all proposed rent increases for mobile home spaces subject to the rent control provisions of the ordinance.

Discussion:

For program year 2017, there were a total of 631 manufactured home spaces in the City, of which 342 spaces are subject to the registration and rent ceiling provisions of the of the City's Manufactured Home Space Rent Control Ordinance.

During 2017, the Commission met nine times: January 25; February 8; March 29; April 5, 11, 17, 25, and 26; and June 26.

- Idle Wheel's owner filed a Special Adjustment Application in 2016 to seek a 45.09% space rent increase (or an average increase of $163.29 per space) and recovery of the costs for the application.
- The Commission held six meetings (March 29 and April 5, 11, 17, 25, and 26) to review Idle Wheel's application and receive testimony from the owner's representatives, witnesses, and the public; deliberate; and render a final decision.
- The Commission voted 5-0 to approve a space rent increase of 10.19% or an average rent increase of $37.07

per space for Idle Wheel.

- In addition, the Commission approved temporary rent increases in the amount of $7.17 per space for the first ten years, $1.80 per space for years ten through fifteen, and a $0.36 per space for 20 years. The temporary increases address capital expenses incurred by Idle Wheel and expenses for the Special Adjustment Application.

- The Commission did not approve the full application cost recovery sought by Idle Wheel.

Conclusion:

Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2017 program year.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
MHFPC 2017 Annual Report	7/5/2018	Report

City of Woodland

ANNUAL REPORT 2017
MANUFACTURED HOME FAIR PRACTICES COMMISSION

AUTHORITY

The City of Woodland's mobile home rent control ordinance specifies that the Manufactured Home Fair Practices Commission (MHFPC) render "at least semiannually a comprehensive written report to the City Council concerning the commission's activities, holdings, actions results of hearings and all other matters pertinent to this chapter…" (§16.B4(m)(6).) The City Council is provided copies of minutes of MHFPC meetings during the year, but this document represents a more formal reporting of the Commission's activities for the 2017 program year.

The City's ordinance also specifies: "The city manager is hereby directed to maintain an accurate accounting of all direct and indirect costs of administering the regulations contained in this chapter. The city manager shall submit a report to the commission and city council of such costs and any recommendation for a change in the registration fee at least annually from and after the effective date of this chapter." (§16.B6(e).)

FINANCIAL STATUS

For program years 2002 through 2005, park owners were required to pay an annual registration fee of $137 per-space. Starting in program year 2006, the Commission recommended and the City Council approved a lower registration fee of $30 per space. The $30 per-space fee continues to remain in effect until changed by the City Council upon the recommendation of the Commission.

MHFPC COMMISSIONERS AND STAFF

In 2017, the MHFPC Commissioners were:

Name	Term Expires
Bill Marcus, Chairperson	12/31/2017
Tom Bills, Member	12/31/2017
Alan Gering, Member	12/31/2019
Dick Cronin, Member	12/31/2017

Kathy Trott, Alternate Member	12/31/2019
VACANCY, Member	12/31/2019
VACANCY, Alternate Member	12/31/2017

Commission Members Bill Marcus, Tom Bills, and Dick Cronin are serving three-year terms ending 12/31/2017. Member Alan Gering is serving a three-year term ending 12/31/2019. Alternate Member Kathy Trott is serving a two-year term ending 12/31/2019. There are two vacancies: Member with three-year tern ending 12/31/2019 and Alternate Member with two-year term ending 12/31/2017.

Dan Sokolow from the City's Community Services Department serves as staff to the Commission.

2017 STATISTICS

In 2017, there were a total of 631 manufactured home spaces in the City of Woodland, of which 342 spaces are subject to the registration and rent ceiling provisions of the City of Woodland's Manufactured Home Space Rent Control ordinance.

Mobile Home Park	Spaces in Park	Regulated Spaces
Bell's	40	40
Leisureville	150	0
Idle Wheel	153	153
Casa del Sol	157	18
Royal Palm	131	131
TOTAL	**631**	**342**

2017 ACTIVITY BY PARK:

Bells Trailer Village:

- All 40 spaces at Bells Trailer Village were registered with the Commission.
- Registration fees of $1,200 were paid to the City in December 2016.
- All regulated space rents as of December 31, 2016 appeared to be within the 1.58% increase in the space rent ceiling previously approved by the Commission in 2016.
- Bells completed its annual re-registration process on time and requested a permissive adjustment in 2017.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 2.27% in 2017.

Idle Wheel:

- All 153 spaces at Idle Wheel were registered with the Commission.
- Registration fees of $4,590 were paid to the City in December 2016.
  All regulated space rents as of December 31, 2016 appeared to be within the 1.58% increase in the space rent ceiling previously approved by the Commission in 2016.

- Idle Wheel completed its annual re-registration process on time and requested a permissive adjustment in 2017.
- The Commission approved a 10.19% space rent increase for Idle Wheel and the 2017 permissive adjustment of 2.27% was incorporated into the 10.19% increase. As a result, the Commission did not act on Idle Wheel's permissive adjustment application.

Royal Palm:
- All 131 spaces at Royal Palm were registered with the Commission.
- Registration fees of $3,930 were paid to the City in December 2016.
- All regulated space rents as of December 31, 2016 appeared to be within the 1.58% increase in the space rent ceiling previously approved by the Commission in 2016.
- Royal Palm completed its annual re-registration process on time and requested a permissive adjustment in 2017.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 2.27% in 2017.

Leisureville:
- There are 150 spaces at Leisureville. Management claims there are no space renters, and that all residents have an ownership interest in the park. Because Leisureville did not have at least 2 spaces rented or held out for rent, Leisureville is exempt from the Ordinance and the Commission took no action.

Casa del Sol:
- For 2017, Community Housing Opportunities Corporation submitted an annual registration showing that 17 of the 18 park spaces at Casa del Sol which had historically been subject to the Ordinance were claimed to be exempt under Cal. Civil Code section 798.17 (specified long-term leases). Because long-term leases were submitted for the 17 park spaces in question, the spaces are not subject to the space rent ceiling provisions of the Manufactured Home Space Rent Control Ordinance. No registration fee is required, but CHOC will be required to annually re-confirm the exemption for the spaces.

Commission Meetings for Program Year 2017

For Program Year 2017, the Manufactured Home Fair Practices Commission held eleven meetings: January 25, February 8, March 29, April 5, April 11, April 17, April 25, April 26, June 26, September 27, and October 10.

Net Operating Income or Special Adjustment Requests.

The owner of Royal Palms Estates submitted a Net Operating Income Annual Adjustment Application in 2015. After a review of the application, Commission staff requested additional information/documentation in 2015. The owner provided a response in 2016 and the information/documentation remains under review by staff.

Respectfully Submitted,

_________________________________ Dated: June 25, 2018

Dan Sokolow, MHFPC Staff

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 17, 2018
ITEM #:	6.
SUBJECT:	Receive Fiscal Year 2017/18 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

Recommendation for Action:
Staff recommends that the City Council receive the Fiscal Year 2017/18 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

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

Fiscal Impact:
There is no impact to the General Fund.

Background:
The City's affordable housing loan portfolio dates from the late 1980s, but most of the loans were made in the period of 2006 – 2013. The current principal loan value of the portfolio exceeds $29,000,000 and includes loans held by the Woodland Housing Successor Agency. The Successor Agency was established in 2012 to assume housing loans held by the former Woodland Redevelopment Agency. Repayment of City housing loans is deferred with a few exceptions. The City's portfolio consists of more than 170 loans. The attached inventory details the portfolio. Street addresses and parcel numbers have been removed from the owner occupied loans in order to not identify individual borrowers.

While the City has relied on Federal/State grants and loans to fund its multi-family projects (rental projects), it now has affordable housing in-lieu and Spring Lake Off-Site Affordable Housing fees available for rental projects. The City has been collecting affordable housing in-lieu fees from the Cal West development and will generate in-lieu revenues from other developments in Spring Lake as well as the Prudler development located outside of Spring Lake. For the off-site fee, the City receives $1,100 for each market rate unit in Spring Lake prior to final map recordation. The City started receiving in-lieu fees in 2016 and off-site fees have been collected since approximately 2005.

Discussion:
Affordable Housing Loan Portfolio

Management of the City's affordable housing loan portfolio includes the organization and maintenance of the physical files; maintaining an electronic database of loan agreements, promissory notes, deeds of trust, and affordability agreements; regularly updating a spreadsheet system for tracking individual loans with key borrower information (property address, borrower name, assessor parcel number, source of funds for loan, principal amount of loan, start date of loan, loan term, interest rate, and City monitoring responsibilities); monitoring affordable housing properties (owner-occupied homes and rental projects); preparing payoff notices; reviewing loan subordination requests for compliance with City loan funding sources; and working with individual City borrowers who are experiencing financial difficulties that may put them at risk of defaulting on their principal loans.

The City's ongoing responsibilities for its affordable housing portfolio vary. For example, the City is a HOME funds lender for three multi-family projects: Sycamore Pointe (11 HOME units), Terracina at Spring Lake (85 HOME units), and Rochdale Grange (43 HOME units). Pursuant to Federal HOME requirements, the City monitors each project in January, which involves inspecting a representative sample of the units, reviewing tenant files and property owner documents (insurance coverage, financials, and reserve accounts), and an overall inspection of the exterior facilities. For owner-occupied loans (first time homebuyers and rehabilitations), the City contacts the property owners on an annual basis and requires them to certify continued owner-occupancy and provide proof of homeowner insurance coverage. Currently, the City monitors more than 90 owner-occupied properties. In some instances, borrowers have received more than one loan from the City.

Affordable Housing In-Lieu and Spring Lake Off-Site Affordable Housing Fees

For Fiscal Year 2017/18, the City received in-lieu and off-site fee revenues in the amounts of $147,040 and $599,500, respectively. Fee revenues collected in previous years and a portion of FY 2017/18 revenues were used to disburse $1,200,000 for the Mutual Housing 2 loan in March; construction of the 39 farm worker units for Phase 2 began in April. The City approved a $1,500,000 loan commitment for the project in 2017 and construction of the development is expected to be completed by spring of next year. A final disbursement of $300,000 will occur no later than conversion of Mutual Housing 2's construction loan into permanent financing.

Conclusion:
Staff recommends that the City Council receive the Fiscal Year 2017/18 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Multi-Family Loans Inventory	7/5/2018	Backup Material
Successor Agency Loans Inventory	7/5/2018	Backup Material
Inclusionary+FTHB Loans Inventory	7/5/2018	Backup Material
1998 HOME FTHB Loans Inventory	7/5/2018	Backup Material
CDBG OOR Loans Inventory	7/5/2018	Backup Material
Greenwood Loans Inventory	7/5/2018	Backup Material

CITY OF WOODLAND

2018 Housing Loan Portfolio, Multi-Family Projects

	Street Address	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St	066-092-069	Casa del Sol	RDA Tax Increment	150,000.00	27-Dec-00	20 yrs	5% simple	In repayment, balance approximately $80,000.
2	709 East St	066-092-069	Casa del Sol	CDBG Section 108	1,000,000.00	10-Nov-06	55 yrs	1.25% simple	Deferred payment, residual cash flow provision.
3	436 Main St	See below	Hotel Woodland	RDA Tax Increment	245,076.93	10-Jan-94	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
4	436 Main St	See below	Hotel Woodland	CDBG	400,000.00	11-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
5	436 Main St	See below	Hotel Woodland	CDBG	74,342.00	16-Sep-96	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
6	436 Main St	See below	Hotel Woodland	CDBG	50,000.00	18-Oct-95	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
7	436 Main St	See below	Hotel Woodland	CDBG	89,422.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
8	436 Main St	See below	Hotel Woodland	CDBG	42,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
9	436 Main St	See below	Hotel Woodland	CDBG	800,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
10	1313 E Gibson Rd	066-200-052	Leisureville	HOME & CDBG	1,227,381.00	7-Apr-95	30 yrs	3% simple	Deferred payment, residual receipts provision.
11	2170 Farmers Central Rd	042-010-062	Mutual Housing 1	Spring Lake Off-Site Affordable Hsng Fund	910,000.00	20-Dec-13	57 yrs	3% simple	Deferred payment, residual receipts provision, and maturity date December 23, 2070.
12	2170 Farmers Central Rd	042-010-062	Mutual Housing 2	Spring Lake Off-Site & Affdble Hsng In-Lieu	1,500,000.00	12-Mar-18		3% simple	Deferred payment, residual receipts provisions, and mauturity date May 1, 2074.
13	2090 Heritage Parkway	042-580-009	Rochdale Grange	HOME	4,000,000.00	25-Feb-10	55 yrs	3% simple	Deferred payment, residual receipts provision.
14	521 Pioneer Ave	027-860-027	Sycamore Pointe	HOME	885,000.00	1-May-99	32 yrs	3% simple	Deferred payment, maturity date 31Dec31.
15	1620 Miekle Ave	042-580-018	Terracina	HOME	4,189,000.00	12-Sep-06	55 yrs	3% simple	Deferred payment, residual receipts provision.
16	1620 Miekle Ave	042-580-018	Terracina	Land & cash from mkt rate developer.	1,732,000.00	20-Dec-07	55 yrs	None	No repayment and interest accrual as long as units affordable and other obligations meet.
17	1620 Miekle Ave	042-580-018	Terracina	Cash from mkt rate developer	722,122.00	20-Dec-07	35 yrs	3.4% simple	Deferred payment.
				TOTAL	**18,016,343.93**				

Notes

1. Hotel Woodland (436 Main St) APNs are 006-620-009, 010, 011, 012, 013, 014, 015, 016, and 017.

2. Loans for Items 6-8 are covered under one promissory note.

3. To date, $1,200,000 has been disbursed for the Mutual Housing 2 loan. The remaining $300,000 will be disbursed no later than the project's conversion of the construction loan to permanent financing.

Ongoing City Responsibilities

1. Casa del Sol (709 East St) - Loan assisted borrower with demolition of Dana Motel site. Ongoing City responsibilities limited to servicing loan.

2. Casa del Sol (709 East St) - Review of annual audit for residual cash flow calculation. Loan becomes fully amortized between years 40 and 55.

3 through 9. Hotel Woodland (436 Main St) - Review of annual audit for project and residual cash flow calculation.

10. Leisureville (1313 E. Gibson Rd) - Review of annual audit, residual receipts calculation, proposed annual budget, and semi-annual reports. Also, income verify new residents applying for CDBG-funded low-income loan share program.

11. Mutual Housing 1- Affordable housing monitoring addressed by covenants recorded by senior lenders (State of California and USDA) and California Tax Credit Allocation Committee. Staff reviews annual audit for residual cash flow calculation.

12. Review of proposed annual budget, annual audit, and annual residual receipts calculation.

13 - 17. Affordable housing monitoring conducted on annual basis through unit inspections and unit file reviews. The results of the monitoring reported to California Department of Housing and Community Development (HOME program).

WOODLAND HOUSING SUCCESSOR AGENCY

2018 Housing Loan Portfolio

	Street Address/Borrower	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St/Community Housing Opportunities Corporation	066-092-069	Casa del Sol	HELP (CalHFA)	1,000,000	18-Dec-01	8 yrs	3% simple	Deferred payment, due 17-Dec-09.
2	186 Muir St/Heritage Oaks, L.P.	064-271-011	Heritage Oaks	HELP (CalHFA)	1,550,000	1-Feb-05	19 yrs	3% simple	See Note, balance due 22-Aug-24.
3	35 West Clover St/Fair Plaza Senior Apartments, L.P.	064-242-006	Fair Plaza East	HELP (CalHFA), Redevelopment Tax increment	1,317,000	3-Apr-08	32 yrs	3.5% simple	Deferred payment, due 1-Apr-40.
				TOTAL	**3,867,000**				

Note

Heritage Oaks property owner is making $100,000 annual payments.

Ongoing Successor Agency Responsibilities

Borrowers for Heritage Oaks and Fair Plaza East required to submit annual report to the Housing Successor Agency in order for staff to verify compliance with affordability covenants. Staff reviews annual audits of Casa del Sol and Fair Plaza to determine whether residual receipts payments to the City are triggered.

CITY OF WOODLAND

2018 Housing Loan Portfolio

(Inclusionary/Non-Inclusionary Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Boyle Place		BEGIN	30,000.00	16Oct08	30 yrs	3% simple	Deferred payment.
2	Boyle Place		BMPP	29,543.00	16Oct08	30 yrs	Recapture	Deferred payment.
3	Boyle Place		CalHome	35,000.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
4	Boyle Place		BMPP	62,543.00	29-Sep-08	30 yrs	Recapture	Deferred payment.
5	Boyle Place		HOME	75,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
6	Boyle Place		BEGIN	30,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
7	Boyle Place		CDBG	12,863.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
8	Briscoe Court		BMPP	118,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
9	California Street		HOME	9,000.00	4-Jun-13	30 yrs	3% simple	Deferred payment.
10	Campos Avenue		CalHome	35,000.00	16-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.
11	Campos Avenue		BMPP	37,171.00	16-Oct-08	30 yrs	Recapture	Deferred payment.
12	Campos Avenue		BEGIN	30,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
13	Campos Avenue		HOME	45,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
14	Campos Avenue		CalHome	35,000.00	10-Jun-08	30 yrs	SNA	Shared net appreciation, defer pay.
15	Campos Avenue		HOME	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
16	Campos Avenue		BEGIN	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
17	Campos Avenue		BMPP	40,171.00	10-Jun-08	30 yrs	Recapture	Deferred payment.
18	Campos Avenue		BMPP	128,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
19	Campos Avenue		CalHome	35,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
20	Campos Avenue		BMPP	45,822.00	31-Jan-08	30 yrs	Recapture	Deferred payment.
21	Campos Avenue		CDBG	20,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
22	Campos Avenue		BMPP	108,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
23	Campos Avenue		RDA TI	45,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
24	Campos Avenue		BEGIN	30,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
25	Carriage Drive		BEGIN	58,400.00	4-Nov-16	30 yrs	3% simple	Deferred payment.
26	Carriage Drive		HTF	4,600.00	4-Nov-16	30 yrs	3% simple	Deferred payment.
27	Cook Court		HOME	75,000.00	12-Mar-09	30 yrs	3% simple	Deferred payment.
28	Cook Court		BMPP	96,042.00	12-Mar-09	30 yrs	Recapture	Deferred payment.
29	Harry Lorenzo Drive		BMPP	42,910.00	20-Apr-17	30 yrs	Recapture	Deferred payment.
30	Hawkins Court		BMPP	57,042.00	24-Sep-08	30 yrs	Recapture	Deferred payment.
31	Hawkins Court		HOME	70,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
32	Hoffman Street		HOME	75,000.00	30-Apr-12	30 yrs	3% simple	Deferred payment.

CITY OF WOODLAND

2018 Housing Loan Portfolio

(Inclusionary/Non-Inclusionary Units)

33	Holland Way		CalHome	35,000.00	21-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.
34	Holland Way		BMPP	69,832.00	21-Nov-07	30 yrs	Recapture	Deferred payment.
35	Holland Way		CDBG	25,000.00	26-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.
36	Holland Way		BMPP	118,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
37	Jones Street		HOME	25,682.00	10-Aug-11	30 yrs	3% simple	Deferred payment.
38	Liberty Lane		BEGIN	30,000.00	30-Oct-06	30 yrs	3% simple	Deferred payment.
39	Liberty Lane		BMPP	109,536.00	10-Jul-06	30 yrs	Recapture	Deferred payment.
40	Liberty Lane		BEGIN	30,000.00	12-Jul-06	30 yrs	3% simple	Deferred payment.
41	Liberty Lane		BMPP	109,536.00	12-Jul-06	30 yrs	Recapture	Deferred payment.
42	Liberty Lane		BEGIN	30,000.00	7-Jul-06	30 yrs	3% simple	Deferred payment.
43	Liberty Lane		BMPP	103,036.00	7-Jul-06	30 yrs	Recapture	Deferred payment.
44	Liberty Lane		BEGIN	30,000.00	7-Nov-06	30 yrs	3% simple	Deferred payment.
45	Liberty Lane		BMPP	103,036.00	7-Nov-06	30 yrs	Recapture	Deferred payment.
46	Mack Way		CalHome	27,917.00	24-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
47	Mack Way		BMPP	25,543.00	24-Sep-08	30 yrs	Recapture	Deferred payment.
48	Mack Way		HOME	60,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
49	Mack Way		BEGIN	30,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
50	Mack Way		BMPP	87,413.00	2-Jul-08	30 yrs	Recapture	Deferred payment.
51	Mack Way		CalHome	35,000.00	12-Aug-08	30 yrs	SNA	Shared net appreciation, defer pay.
52	Mack Way		HOME	55,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
53	Mack Way		BMPP	82,413.00	12-Aug-08	30 yrs	Recapture	Deferred payment.
54	Mack Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
55	Mack Way		CalHome	35,000.00	25-Nov-08	30 yrs	SNA	Shared net appreciation, defer pay.
56	Mack Way		HOME	54,625.00	25-Nov-08	30 yrs	3% simple	Deferred payment.
57	Mack Way		BEGIN	30,000.00	25-Nov-08	30 yrs	3% simple	Deferred payment.
58	Mack Way		BMPP	29,543.00	25-Nov-08	30 yrs	Recapture	Deferred payment.
59	Mack Way		HOME	15,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
60	Mack Way		BEGIN	30,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
61	Mack Way		BMPP	6,182.00	5-Mar-09	30 yrs	Recapture	Deferred payment.
62	Mezger Drive		HOME	63,000.00	13-Jun-13	30 yrs	3% simple	Deferred payment.
63	Mezger Drive		HOME	75,000.00	12-Jun-13	30 yrs	3% simple	Deferred payment.
64	Mezger Drive		HOME	15,000.00	10-Jul-13	30 yrs	3% simple	Deferred payment.
65	Miekle Avenue		HOME	70,000.00	13-Jun-07	30 yrs	3% simple	Deferred payment.
66	Miekle Avenue		BMPP	89,508.00	13-Jun-07	30 yrs	Recapture	Deferred payment.

CITY OF WOODLAND

2018 Housing Loan Portfolio

(Inclusionary/Non-Inclusionary Units)

67	Miekle Avenue		HOME	50,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
68	Miekle Avenue		BMPP	74,518.00	7-Aug-07	30 yrs	Recapture	Deferred payment.
69	Miekle Avenue		CalHome	35,000.00	28-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.
70	Miekle Avenue		BMPP	9,171.00	28-Oct-08	30 yrs	Recapture	Deferred payment.
71	Miekle Avenue		HOME	25,000.00	28-Oct-08	30 yrs	3% simple	Deferred payment.
72	Miekle Avenue		SL Off-Site Fund	75,000.00	8-Dec-15	30 yrs	3% simple	Deferred payment.
73	Miller Court		BMPP	86,196.00	23-Aug-07	30 yrs	Recapture	Deferred payment.
74	Miller Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
75	Molly Avenue		HOME	69,760.82	29-Jul-13	30 yrs	3% simple	Deferred payment.
76	Neal Way		CalHome	35,000.00	17-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
77	Neal Way		HOME	27,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
78	Neal Way		BEGIN	30,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
79	Neal Way		BMPP	29,543.00	17-Sep-08	30 yrs	Recapture	Deferred payment.
80	Neal Way		BEGIN	30,000.00	15-Sep-08	30 yrs	3% simple	Deferred payment.
81	Neal Way		BMPP	62,413.00	15-Sep-08	30 yrs	Recapture	Deferred payment.
82	Neal Way		HOME	40,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
83	Neal Way		BMPP	77,413.00	12-Aug-08	30 yrs	Recapture	Deferred payment.
84	Neal Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
85	Newton Drive		CalHome	8,000.00	10-Aug-11	30 yrs	SNA	Deferred payment.
86	Newton Drive		HOME	22,000.00	10-Aug-11	30 yrs	3% simple	Deferred payment.
87	Nicolson Circle		BEGIN	30,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
88	Nicolson Circle		BMPP	33,171.00	21-Oct-08	30 yrs	Recapture	Deferred payment.
89	Nicolson Circle		HOME	20,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
90	Ochoa Court		BMPP	96,196.00	23-Aug-07	30 yrs	Recapture	Deferred payment.
91	Ochoa Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
92	Ortiz Avenue		HOME	70,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
93	Ortiz Avenue		BMPP	63,909.00	7-Aug-07	30 yrs	Recapture	Deferred payment.
94	Ortiz Avenue		BEGIN	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
95	Ortiz Avenue		BMPP	46,645.00	10-Jun-08	30 yrs	Recapture	Deferred payment.
96	Ortiz Avenue		BMPP	128,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
97	Ragen Street		CalHome	25,000.00	6-Jul-09	30 yrs	SNA	Shared net appreciation, defer pay.
98	Ragen Street		HOME	15,000.00	6-Jul-09	30 yrs	3% simple	Shared net appreciation, defer pay.
99	Rico Court		HOME	70,000.00	5-Dec-08	30 yrs	3% simple	Deferred payment.
100	Rico Court		BMPP	52,042.00	5-Dec-08	30 yrs	Recapture	Deferred payment.

CITY OF WOODLAND

2018 Housing Loan Portfolio

(Inclusionary/Non-Inclusionary Units)

101	Rominger Street		HOME	74,741.00	29-Nov-12	30 yrs	3% simple	Deferred payment.
102	Rominger Street		HOME	71,500.00	12-Dec-11	30 yrs	3% simple	Deferred payment.
103	Savala Court		BMPP	46,042.00	11-Mar-09	30 yrs	Recapture	Deferred payment.
104	Simpson Street		RDA TI	47,030.00	4-Jan-10	30 yrs	3% simple	Deferred payment.
105	Simpson Street		BMPP	12,010.00	4-Jan-10	30 yrs	Recapture	Deferred payment.
106	Simpson Street		HOME	40,000.00	15-Jun-09	30 yrs	3% simple	Deferred payment.
107	Stewart Circle		CalHome	15,000.00	1-Jun-10	30 yrs	SNA	Shared net appreciation, defer pay.
108	Stonehaven Loop		BMPP	112,042.00	12-Feb-08	30 yrs	Recapture	Shared net appreciation, defer pay.
109	Strong Drive		BMPP	43,029.00	23-Mar-17	30 yrs	Recapture	Deferred payment.
110	Ulrich Place		CalHome	25,113.00	23-Jun-09	30 yrs	SNA	Shared net appreciation, defer pay.
111	Ulrich Place		RDA TI	27,970.00	23-Jun-09	30 yrs	3% simple	Deferred payment.
112	Ulrich Place		HOME	10,769.00	23-Jun-09	30 yrs	3% simple	Deferred payment.
113	Vaca Court		BMPP	142,042.00	21-Dec-07	30 yrs	Recapture	Shared net appreciation, defer pay.
114	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
115	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
116	Village Lane		BEGIN	30,000.00	21-May-07	30 yrs	3% simple	Deferred payment.
117	Village Lane		BMPP	108,335.00	21-May-07	30 yrs	Recapture	Deferred payment.
118	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
119	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
120	Village Lane		HOME	60,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
121	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
122	Village Lane		BMPP	108,335.00	15-May-07	30 yrs	Recapture	Deferred payment.
123	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
124	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
125	Village Lane		BEGIN	30,000.00	30-May-07	30 yrs	3% simple	Deferred payment.
126	Village Lane		BMPP	108,335.00	30-May-07	30 yrs	Recapture	Deferred payment.
127	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
128	Village Lane		BMPP	118,135.00	15-May-07	30 yrs	Recapture	Deferred payment.
			TOTAL	**6,527,363.77**				

CITY OF WOODLAND

2018 Housing Loan Portfolio

(Inclusionary/Non-Inclusionary Units)

Source of Funds Legend

BEGIN = Building Equity and Growth in Neighborhoods

BMPP = Below Market Purchase Price (City and property owner share in portion of sale proceeds that exceeds initial market price - recapture provision.)

CDBG = Community Development Block Grant

HTF = Housing Trust Fund

RDA TI = Redevelopment Agency Tax Increment

SL Off-Site Fund = Spring Lake Off-Site Affordable Housing Fund

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information.

In May City staff verifies payment of property taxes through the Yolo County Tax Collector's website.

CITY OF WOODLAND

2018 Housing Loan Portfolio

(1998 HOME FTHB Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Abele Street		HOME	39,259	23-May-02	30 yrs	3% simple	Deferred payment.
2	West Lincoln Avenue		HOME	38,305	2-Oct-01	30 yrs	3% simple	Deferred payment.
3	Princeton Place		HOME	40,000	23-Sep-01	30 yrs	3% simple	Deferred payment.
4	Thomas Street		HOME	39,000	28-Jan-02	30 yrs	3% simple	Deferred payment.
5	Van Buren Place		HOME	40,000	17-Jun-02	30 yrs	3% simple	Deferred payment.
6	Woodland Avenue		HOME	29,070	6-Feb-02	30 yrs	3% simple	Deferred payment.
			TOTAL	**225,634**				

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May City staff verifies payment of property taxes through the Yolo County Assessor's website.

CITY OF WOODLAND

2018 Housing Loan Portfolio

(CDBG Owner-Occupied Rehabilitations)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Betty Court (See Notes)		CDBG	35,000	15-Apr-98	See note	3% simple	Deferred payment.
2	Bourn Drive (See Notes)		CDBG	5,312	20-Jul-05	15 yrs	3% simple	Deferred payment.
3	North Cleveland Street		CDBG	29,300	22-Jan-08	30 yrs	3% simple	Deferred payment.
4	Coloma Way		CDBG	42,906	22-Jan-08	30 yrs	3% simple	Deferred payment.
5	Coral Drive		CDBG	47,380	2-Sep-09	30 yrs	3% simple	Deferred payment.
6	Fourth Street		CDBG	36,000	5-Sep-01	?	3% simple	?
7	Harvard Court		CDBG	10,750	18-Aug-10	15 yrs	3% simple	Deferred payment.
8	Inyo Place		CDBG	57,774	24-Feb-06	15 yrs	3% simple	Deferred payment.
9	Schuerle Street		CDBG	40,708	3-Aug-10	30 yrs	3% simple	Deferred payment.
10	Sixth Street		CDBG	72,549	23-Jan-09	30 yrs	3% simple	Deferred payment.
			TOTAL	**377,679**				

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May, City staff verifies payment of property taxes through the Yolo County Assessor's website.

Notes

Repayment of Betty Court loan deferred until sale or death, whichever occurs first. Bourn Drive property sold at auction in August 2016.

CITY OF WOODLAND

2018 Housing Loan Portfolio

(Greenwood RDA Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Hecke Drive		RDA Tax Increment	38,320	9-May-03	45 years	None*	Deferred payment.
2	Hecke Drive		RDA Tax Increment	40,720	21-May-03	45 years	None*	Deferred payment.
3	Hecke Drive		RDA Tax Increment	53,920	9-Jun-03	45 years	None*	Deferred payment.
4	Hecke Drive		RDA Tax Increment	54,800	20-May-03	45 years	None*	Deferred payment.
5	Hershey Drive		RDA Tax Increment	40,720	25-Mar-03	45 years	None*	Deferred payment.
6	Hershey Drive		RDA Tax Increment	38,320	18-Apr-03	45 years	None*	Deferred payment.
			TOTAL	**266,800**				

*If during the 45-year term of the promissory note, the property is sold to a non-eligible household or maker then deferred contingent interest is paid. The deferred contingent interest is calculated at the lower of the highest rate then allowed by law or two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A. (or any successor financial institution). After ten years of home ownership, the principal loan is reduced by ten percent (10%) and an additional ten percent for each subsequent five-year period of ownership. After 45 years of ownership, the principal and interest are forgiven.

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. City staff verifies payment of property taxes in May through the Yolo County Tax Collector's website.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 17, 2018

ITEM #: 7.

SUBJECT: Authorize Contract Amendment with Fehr and Peers for Transportation Impact Study for the Woodland Research and Technology Park Specific Plan Project

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 to the consultant services agreement with Fehr and Peers for the Transportation Impact Analysis for the Woodland Research and Technology Park Specific Plan Project for an additional amount not to exceed $46,115.

Staff Contact:

Brent Meyer, City Engineer, (530) 661-5947, brent.meyer@cityofwoodland.org

Fiscal Impact:

The subject Fehr and Peers consultant services agreement and proposed first amendment is associated solely with the Woodland Research and Technology Park Specific Plan (SP1A) Project. There are no General Fund impacts associated with processing the Woodland Research and Technology Park Specific Plan application. All application processing costs are covered by the project applicant.

As directed by City Council, the City has entered into an Agreement for Advance of Funds with the project applicant. The advanced funding agreement outlines a payment plan proposed by the applicant to cover, in advance, all costs estimated to incur within a projected three-month project horizon. However, the Applicant agrees that there shall always remain on deposit with the City a minimum of $25,000 to cover anticipated costs to be incurred in the processing of the application. In the event, for any reason, the City's request for further payments from applicant is not fully satisfied, the City reserves the right to cease processing of the application.

The original Fehr and Peers consultant services agreement involved the preparation of a Transportation Impact Study and related support work for the Specific Plan. The original contract was for $188,000. Approval of amendment #1 for $46,115, will bring the total not to exceed cost to $234,115.

Background:

On June 6, 2017, the City of Woodland authorized City staff to proceed with preparation of the Specific Plan as proposed by the Woodland Research and Technology Group ("Applicant") (PLNG17-00017).

Also, on June 6, 2017, the City Council approved a professional services agreement ("Agreement") with Fehr & Peers ("Consultant"), in the amount of $188,000 for the preparation of the Transportation Impact Study and related support work for the Specific Plan and authorized the City Manager, or his designee, to execute the agreement and amendments as necessary up to 20% of the agreement amount.

On September 6, 2017, the City of Woodland entered into the Agreement with Fehr & Peers to prepare the Transportation Impact Study in support of the project Environmental Impact Report and related transportation support work for an amount not to exceed One Hundred Eighty-Eight Thousand Dollars ($188,000).

This Amendment #1 is being presented to Council for the following reason:

Additional work is necessary to prepare an "Existing plus Project scenario assessment" for the Transportation Impact

Study in support of the Specific Plan Environmental Impact Report (EIR).

Discussion:
The Specific Plan is now in the preparation/development phase. Of the many tasks identified in the schedule, the preparation of a Transportation Impact Study is necessary in support of the Specific Plan Environmental Impact Report (EIR).

The preparation of a Transportation Impact Study is required for the purpose of identifying impacts and mitigation measures associated with the future development of the Specific Plan.

The Fehr and Peers scope of work, as identified in the Agreement executed on September 6, 2018, included an impact analysis of the Specific Plan under the following three development scenarios:

- Existing Development
- Existing Plus Approved Development
- Existing Plus Approved Development Plus Project

Upon subsequent follow up with the project environmental consultant, city staff and the applicant's attorney, it was determined that an additional impact analysis for the "Existing plus Project" development scenario be performed.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 to the consultant services agreement with Fehr and Peers for the Transportation Impact Analysis for the Woodland Research and Technology Park Specific Plan Project for an additional amount not to exceed $46,115.

Prepared By: Erika Bumgardner, Senior Planner

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

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/12/2018	Resolution
Fehr and Peers Proposal for Amendment 1	7/10/2018	Backup Material

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR FEHR AND PEERS FOR THE PREPARATION OF A TRANSPORTATION IMPACT STUDY AND RELATED SUPPORT WORK FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN PROJECT

WHEREAS, on June 6, 2017, the City of Woodland ("City") authorized City staff to proceed with preparation of the Woodland Research and Technology Park Specific Plan ("Specific Plan") as proposed by the Woodland Research and Technology Group ("Applicant") (PLNG17-00017) ; and

WHEREAS, on June 6, 2017, the City Council approved a professional services agreement ("Agreement") with Fehr & Peers ("Consultant"), in the amount of $188,000 for the preparation of the Transportation Impact Study and related support work for the Woodland Research and Technology Park Specific Plan and authorized the City Manager, or his designee, to execute the agreement and amendments as necessary up to 20% of the agreement amount; and

WHEREAS, on September 6, 2017, the City of Woodland entered into the Agreement with Fehr & Peers to prepare the Transportation Impact Study in support of the project Environmental Impact Report and related transportation support work for an amount not to exceed One Hundred Eighty-Eight Thousand Dollars ($188,000); and

WHEREAS, additional work is necessary to prepare an "Existing plus Project scenario assessment" for the Transportation Impact Study in support of the Specific Plan Environmental Impact Report (EIR); and

WHEREAS, the Applicant has agreed to fund all costs associated with the review and preparation of the Specific Plan through an Agreement for Fund Advancement, which shall be entered into by the Applicant and City prior to the commencement of any future work on the Specific Plan and prior to execution of the Agreement; and

WHEREAS, Fehr and Peers was selected through a quality based selection process; and

WHEREAS, Fehr and Peers is experienced and qualified to prepare transportation impact analysis and carries a significant amount of vested knowledge with the city's traffic model, having performed the traffic study for the 2035 General Plan and many development projects in the city; and

WHEREAS, the City Council of the City of Woodland wishes to approve the First Amendment to the Agreement and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the First Amendment to the professional services agreement with Fehr & Peers, in the amount of $46,115 for the preparation of an "Existing plus Project scenario assessment" for the Transportation Impact Study in support of the Woodland Research and Technology Park Specific Plan Project Environmental Impact Report (EIR) and authorizes the City Manager, or his designee, to execute the agreement. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED 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

EXHIBIT "A"

FEHR & PEERS

SPECIFIC PLAN AREA 1A TRANSPORTATION IMPACT STUDY – EXISTING PLUS PROJECT SCENARIO SCOPE OF WORK (7.3.2018 VERSION)

Fehr & Peers will prepare an Existing plus Project scenario assessment for the Transportation Impact Study (TIS) in support of the Specific Plan Area 1A (SP-1A) Environmental Impact Report (EIR). The assessment includes preparation of travel forecasts and Level of Service (LOS) analysis for 33 intersections and 10 road segments. These are the same study locations that are being evaluated for the Existing plus Approved Development plus Project scenario work task in the original contract. We will complete the following six tasks, as described below in more detail, for a budget of $46,115.

1. Document existing Spring Lake housing inventory
2. Prepare forecasts for Existing plus Project scenario
3. Evaluate Level of Service (LOS) for Existing plus Project scenario
4. Conduct Signal Warrant Analysis for unsignalized intersections
5. Prepare Existing plus Project text and graphics for Traffic Study
6. Existing plus Project meeting attendance

Task 1 - Document existing Spring Lake housing inventory

To prepare forecasts for the Existing plus Project forecasts, an approximate inventory of occupied housing units in the Spring Lake Specific Plan area as of October 2017 (when we collected traffic counts for all our study intersections) is needed. Fehr & Peers will conduct that inventory based on aerial maps from the fall of 2017 as well as field observations.

Task 2 - Prepare forecasts for Existing plus Project scenario

Fehr & Peers will identify the roadway network that existed in the study area in October 2017 based on aerial maps. We will update the citywide travel model network and land use files to create an Existing plus Project scenario that reflects the following conditions.

- SP-1A build-out (road network and land use)
- Spring Lake Specific Plan area

- Roadway network as of October 2017
- Housing units occupied as of October 2017

Once these modifications to the citywide travel model are made, we will develop forecasts and generate intersection turning movement forecasts for our 33 study intersections and 10 road segments for the weekday AM and weekday PM peak hours.

Task 3 - Evaluate Level of Service (LOS) for Existing plus Project scenario

Based on the intersection turning movement forecasts described above, we will evaluate intersection delay and Level of Service for our 33 study intersections, as well as LOS for the 10 road segments, for the weekday AM and weekday PM peak hours. This includes evaluating LOS for eight of the study intersections that are at freeway ramp intersections using SimTraffic, a microsimulation tool, as requested by Caltrans for interchange ramp intersections (this tool allows for a more accurate assessment of vehicle delay at adjacent ramp intersections as well as the identification of queues on off-ramps to determine if vehicles are backing up onto the freeway).

Task 4 - Conduct Signal Warrant Analysis

A peak hour traffic signal warrant analysis will be conducted for all unsignalized intersections, which represent about half of the 33 study intersections, to determine if peak hour warrants are met for installation of a traffic signal.

Task 5 - Prepare Existing plus Project Text and Graphics for Traffic Study

Fehr & Peers will prepare a description of impacts related to intersection and roadway Level of Service (LOS) as well as impacts to transit, pedestrian, and bicycle networks that are unique to the Existing plus Project scenario. We will prepare text and graphics for the Existing plus Project section of the Traffic Study that includes a graphic with AM and PM peak hour volumes for the Existing plus Project scenario for the 33 study intersections.

Task 6 - Existing plus Project Meetings

Fehr & Peers has budgeted up to six hours to attend meetings and conference calls as requested to discuss the Existing plus Project scenario.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 17, 2018

ITEM #: 8.

SUBJECT: Award Construction Contract for the WPCF Slide Gate Replacement Project, CIP #19-20

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Award a construction contract in the amount of $254,032 to Clyde G. Steagall, Inc. for the WPCF Slide Gate Replacement Project, CIP #19-20 and authorize a contract contingency of up to 15% ($38,105); and
2. Appropriate $300,000 from Water Pollution Asset Replacement Project, CIP #14-02, to the WPCF Slide Gate Replacement Project, CIP #19-20.

Staff Contact:

Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, chris.fong@cityofwoodland.org

Fiscal Impact:

This project is included in the approved Capital Improvement Program Budget under the following Capital Improvement Plan project, CIP #14-02, Water Pollution Asset Replacement Project. The total cost estimate for the project is $300,000 including construction, construction management, and construction contingency.

There is no impact to the General Fund.

Background:

The City's Water Treatment Control Facility (WPCF) generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids as part of the treatment process. The ponds further decompose the biosolids to complete the treatment process. Capping water is circulated throughout the pond system to assist in odor control. The flow of capping water through the stabilization ponds is controlled by manually operated slide gates. The gates were originally installed in 1988 and are reaching the end of their useful life due the corrosive nature of the water. Nineteen of the gates were replaced in 2016. Eight (8) of the remaining gates are in need of replacement due to severe corrosion of the housing structure. There are also two (2) new gates that are being installed for better control of flows between the ponds. Additionally, there are three (3) slide gates at the effluent of the WPCF oxidation ditches that are also being replaced as part of this project.

Discussion:

The work involves removal and replacement of slide gates within the existing concrete structures. The slide gates will be replaced with anti-corrosive stainless steel gates and housing structures that are manufactured to fit the existing dimensions and bolt patterns. The two new slide gates will require short sections of 24" RCP (reinforced concrete pipe) to provide additional connections between the ponds. Maintenance of the pond capping water system at the WPCF is imperative to prevent odors from this part of the wastewater treatment process.

The City advertised for bids on June 20, 2018. On July 10, 2018, the City received 2 bids for CIP 19-20 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	Clyde G. Steagall, Inc.	$254,032

2	Valentine Corporation	$359,369

The engineer's estimate for the project construction was $260,000. Staff has performed due diligence in reviewing the bids. Clyde G. Steagall, Inc. has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 90 working days for completion of the project. Staff anticipates completion of the project by the end of calendar year 2018.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Award a construction contract in the amount of $254,032 to Clyde G. Steagall, Inc. for the WPCF Slide Gate Replacement Project, CIP #19-20 and authorize a contract contingency of up to 15% ($38,105); and
2. Appropriate $300,000 from Water Pollution Asset Replacement Project, CIP #14-02, to the WPCF Slide Gate Replacement Project, CIP #19-20.

Prepared By: Chris Fong, Senior Associate Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/11/2018	Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH CLYDE G. STEAGALL, INC. FOR CIP #19-20, WPCF SLIDE GATE REPLACEMENT PROJECT.

WHEREAS, the City Council wishes to approve a Construction Contract with Clyde G. Steagall, Inc. for CIP #19-20, WPCF Slide Gate Replacement Project and authorize its execution through adoption of this Resolution; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 15% ($38,105); and

WHEREAS, the City Council wishes to appropriate $300,000 from the Water Pollution Asset Replacement Project, CIP #14-02, to the WPCF Slide Gate Replacement Project, CIP #19-20; and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on June 19, 2018; and the City of Woodland advertised for bids on June 20, 2018; and

WHEREAS, on July 10, 2018 the City of Woodland received 2 bids, and Clyde G. Steagall, Inc. was determined to be the lowest responsive bidder with a base bid of $254,032.

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

Section 1. The City Council hereby approves the Construction Contract with Clyde G. Steagall, Inc. in the amount of $254,032 and approves a fifteen (15%) percent construction contingency in the amount of $38,105. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby approves the appropriation of $300,000 from the Water Pollution Asset Replacement Project, CIP #14-02, to the WPCF Slide Gate Replacement Project, CIP #19-20.

PASSED AND ADOPTED this Seventeenth day of July 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: July 17, 2018
ITEM #: 9.
SUBJECT: Approval of Final Map and SIA for 5110 Spring Lake Central Phase 4

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5110 Spring Lake Central Phase 4; 2) approving the related Subdivision Improvement Agreement and authorizing the Mayor 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.

Staff Contact:
Bruce Pollard, Senior Civil Engineer, (530) 661-5974, bruce.pollard@cityofwoodland.org

Fiscal Impact:
This project's processing costs were covered by fees. In addition, at build-out, the 44 lots are estimated to generate approximately $1 million in development impact fees. There is no impact to the General Fund.

Background:
City Council approved Tentative Map 5027 and the Development Agreement on May 19, 2015 for 375 Single family lots and an estimated 232 R-25 multi family units.

Taylor Morrison of California, has completed all conditions required for the fourth portion of Tentative Map No. 5027 (44 lots), and is requesting that the City approve Final Subdivision Map (SM) No. 5110, Spring Lake Central Phase 4; and enter into the associated Subdivision Improvement Agreement.

Discussion:
The map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5110 Spring Lake Central Phase 4; 2) approving the related Subdivision Improvement Agreement and authorizing the Mayor 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.

Prepared By: Bruce Pollard, Senior Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/2/2018	Resolution
SIA	6/29/2018	Agreement
Location Map	6/29/2018	Map

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5110, SLC 4, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH TAYLOR MORRISON OF CALIFORNIA FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

WHEREAS, City Council approved Tentative Map 5027 and Development Agreement on May 19, 2015 with map conditions of approval and an associated Development Agreement; and

WHEREAS, Taylor Morrison of California, has completed the conditions of approval and has filed a final map for 44 lots; and

WHEREAS, the City of Woodland has reviewed the map and determined that it is technically correct and that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 5110, Spring Lake Central 4, a portion of tentative map 5027, and the associated Sub Division Improvement Agreement through the adoption of this Resolution.

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

<u>Section 1.</u> The City Council hereby approves Final Map 5110, Spring Lake Central 4, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector.

<u>Section 2.</u> The City Council hereby approves the Subdivision Improvement Agreement. The Mayor is hereby authorized and directed to sign the Agreement, and the City Manager is authorized to amend the agreement to grant time extensions to the agreement if necessary.

<u>Section 3.</u> A copy of the Subdivision Improvement Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 17th day of July 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 956957

ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5110

between

THE CITY OF WOODLAND

a California municipal corporation

and

TAYLOR MORRISON OF CALIFORNIA, LLC

A California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5110

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _________, 20__, by and between the City of Woodland, a California municipal corporation ("City") and Taylor Morrison of California, LLC, a California Limited Liability Company, with its principal office located at 81 Blue Ravine Rd. #220, Folsom, CA 95630 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland City Council on May 19, 2015. The tentative subdivision map is identified in City records as Tentative Subdivision Map No. 5027 Spring Lake Central ("Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 5110, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 21 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 21 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for the Property.

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on May 19, 2015.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Yolo; (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Yolo. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

Developer acknowledges that in accordance with conditions 81, 82, 97, and 98 of the development agreement between City and Developer, certain off-site improvements are a requirement of Subdivision Map 5110. Developer agrees and acknowledges that certain off-site improvements will be constructed, or have been constructed by, a third party, as follows: Pioneer Avenue between North terminus and Parkland Avenue, Hunt Drive between the south edge of the project and Heritage Parkway, and completion of the unfinished portion of Heritage Parkway between Hunt Drive and Parkland Avenue. Developer further agrees and acknowledges that should the third party not complete, or otherwise default on, the construction of the off-site improvements, the off-site improvements may become the responsibility of Developer. Developer also further agrees and acknowledges that should the third party default on the construction of these off-site improvements, the City may suspend building permit issuance until and unless City and Developer approve an agreement concerning construction of the incomplete off-site improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notices.

Developer shall also provide a competent construction manager who is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance. Developer shall maintain City construction fence defining limits of City water transmission pipeline project. Developer shall maintain fence in good repair and working order so that it prevents construction traffic from crossing over or in the vicinity of the water transmission pipeline project. Developer and developer's contractors and subcontractors shall not allow any traffic to cross the pipeline without prior to City approval.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by _______________, 2019 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq*., of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Million Four Hundred Nine Thousand Five Hundred Dollars and 00 Cents ($1,409,500.00) , which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Seven Hundred Four Thousand Seven Hundred Fifty Dollars and 00 Cents ($704,750.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Original Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars ($1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

14.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars ($1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars ($1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

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

14.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

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

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

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

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

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

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

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

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

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

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor, or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:	**DEVELOPER:**
City of Woodland 300 First Street Woodland, CA 95695 Attn: City Engineer	Taylor Morrison Homes 81 Blue Ravine Rd. #220 Folsom, CA 95630 Attn: Dave Kalemba

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work to be performed under this Agreement by Developer is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and its contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF WOODLAND

By: ____________________
Enrique Fernandez, Mayor

TAYLOR MORRISON OF CALIFORNIA, LLC

By: ____________________
Signature
Jay Pawlek
Print Name
Vice President
Title

ATTEST:

(Seal)

By: ____________________
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Kara Ueda, City Attorney
Best Best & Krieger LLP

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Sacramento)

On June 28, 2018, before me, L. Hall, Notary Public, personally appeared Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. HALL
COMM. # 2076909
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. AUG. 5, 2018

Signature L. Hall

My Commission Expires: **August 5, 2018**

This area for official notarial seal

Notary Name: L. Hall
Notary Registration Number: 2076909

Notary Phone: 916-355-8900
County of Principal Place of Business: Sacramento

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On ______________________, before me, ______________________, the undersigned notary public, personally appeared ______________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF)

On ____________________, before me, ____________________, the undersigned notary public, personally appeared ___________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

SUBDIVISION NO. 5110 SPRING LAKE CENTRAL 4
A SUBDIVISION OF
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

APN: 042-580-070

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 5110

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans Spring Lake Central 4 – SM 5110.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

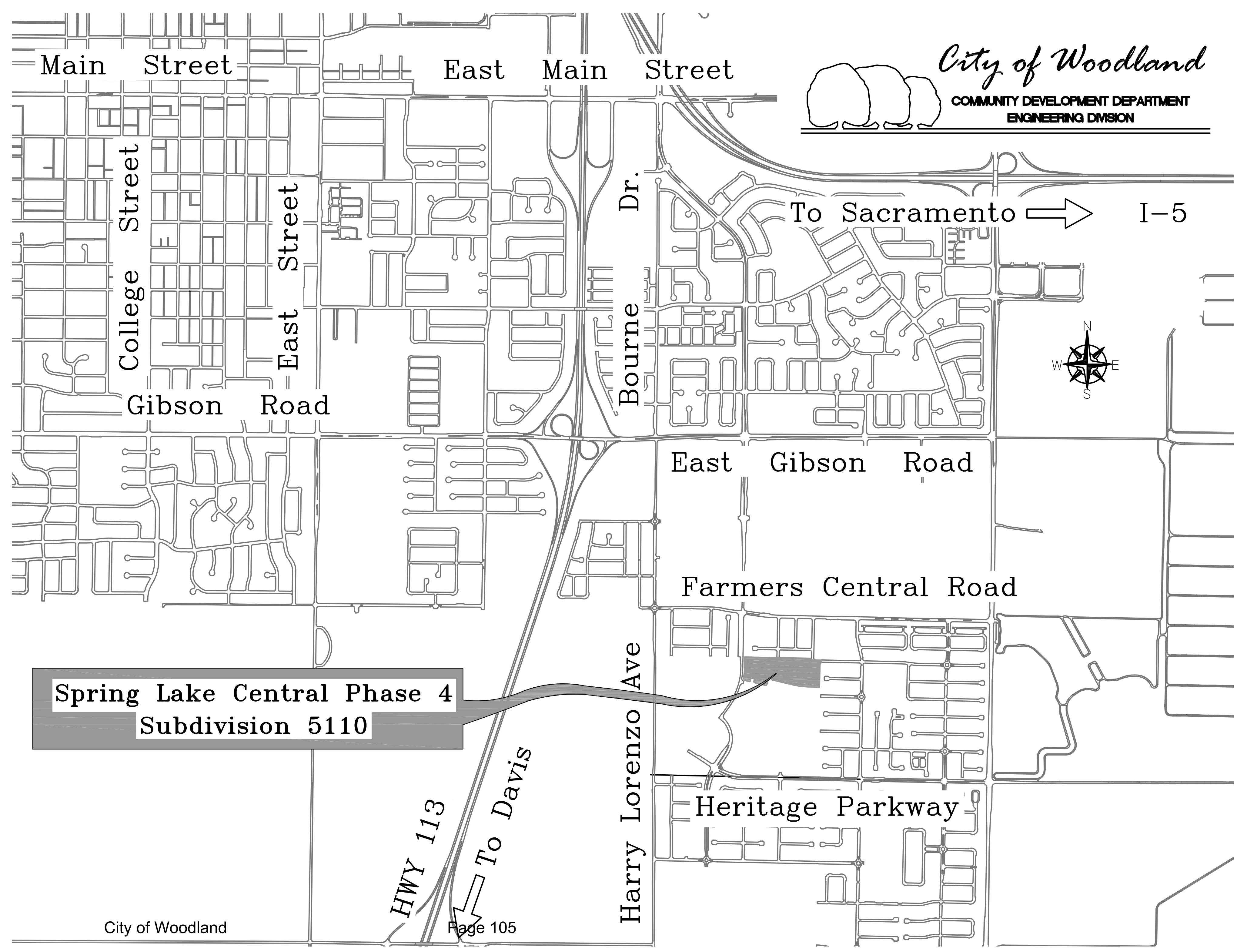
PARCEL/TRACT NO. 5110

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND:		$1,409,500.00
Surety:	xxxx	
Attorney-in-fact:	xxxx	
Address:	xxxx	

PAYMENT BOND:		$704,750.00
Surety:	xxxxx	
Attorney-in-fact:	xxxxxx	
Address:	xxxxx	

GUARANTEE AND WARRANTY SECURITY BOND:		$140,950.00
Surety:	xxxxx	
Attorney-in-fact:	xxxxxx	
Address:	xxxx	


City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
Main Street
East Main Street
College Street
East Street
Bourne Dr.
To Sacramento
I-5
N
W
E
S
Gibson Road
East Gibson Road
Farmers Central Road
Spring Lake Central Phase 4
Subdivision 5110
Harry Lorenzo Ave
Heritage Parkway
HWY 113
To Davis

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 17, 2018
ITEM #:	10.
SUBJECT:	Final Acceptance and Notice of Completion for Spring Lake Park N1 Project, CIP 17-10

Recommendation for Action:
Staff recommends that the City Council approve Resolution No. _____, accepting the Spring Lake Park N1 (Spring Lake Park) Project, CIP 17-10, as complete and authorizing the City Clerk to file a Notice of Completion.

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

Fiscal Impact:
The Spring Lake N1 Park Project, CIP 17-10 is funded in the Capital Budget in the amount of $595,000 for the first phase of park construction. The project budget includes an additional $$2,658,000 to be used for property acquisition. This funding is available in the Parks SLIF fund balance. There is no impact to the General Fund.

Background:
Park N1 is located on Osborn Drive and Shellhammer Drive and is part of the Cal West subdivision west of Harry Lorenzo Avenue.

The park improvements will be constructed in two phases per the Master planning process. The first phase is now complete and the second phase will be completed in 3-5 years as funding is available.

The first phase of the park included:

- 2-acre improvement area
- Multi-use turf area
- Playground area and equipment for young children (ages 2-5)
- Native planting mounds
- Small picnic area

Second phase will include:

- Playground area and equipment for elementary aged children
- Restroom and maintenance shed
- Group picnic shelter and other small picnic areas
- Native planting mounds throughout park
- Paved and decomposed granite paths with connections to adjoining greenbelt
- Benches, pathway lighting, drinking fountains
- Softball size field
- Half-basketball court

Discussion:
The City Council authorized bid advertisement of the Project on December 20, 2016. The project was awarded to the contractor, Procida Landscape, Inc. on March 7, 2017 via Resolution No. 6793. The total change orders for the contract was $16,607, which is within the approved construction contingency of $22,437. Construction is now

complete for Phase 1 and is ready for acceptance.

The final project cost breakdown is as follows:

Construction (Including Change Orders)	$471,885
Construction Management/Inspection	$48,940
Design	$36,641
Project Management/Staff Time	$24,836
Total Project Costs	$582,302
Total Project Budget (excluding land acquisition costs)	$595,000

Conclusion:
Staff recommends that the City Council approve Resolution No. _____, accepting the Spring Lake Park N1 (Spring Lake Park) Project, CIP 17-10, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared By: Clara Olmedo, Associate Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/10/2018	Resolution

RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE SPRING LAKE PARK N1 (SPRING LAKE PARK) PROJECT, CIP 17-10 CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, The Spring Lake Park N1 Project, CIP 17-10 is fully funded in the Capital Budget for $595,000; and

WHEREAS, the City Council authorized staff to bid the Spring Lake Park N1 Project, CIP 17-10 on December 20, 2016; and

WHEREAS, the City Council on March 7, 2017; authorized the City Manager to award and execute a construction contract with Procida Landscape, Inc.; and

WHEREAS, construction began on April 3, 2017 and was substantially 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 Spring Lake Park N1 Project, CIP 17-10 as complete.

Section 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Spring Lake Park N1 Project, CIP 17-10.

PASSED AND ADOPTED this ________ day of ___________ 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: July 17, 2018
ITEM #: 11.
SUBJECT: Final Acceptance and Notice of Completion for Spring Lake Park N3 (Rick Gonzales, Sr. Park) Project, CIP 15-05

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, accepting the Spring Lake N3 Park (Rick Gonzalez Sr. Park) Project, CIP 15-05, as complete and authorizing the City Clerk to file a Notice of Completion.

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

Fiscal Impact:
The Spring Lake N3 Park (Rick Gonzalez Sr. Park) Project, CIP 15-05 is fully funded in the Capital Budget in the amount of $5,545,000. The Spring Lake parks are funded through Park SLIF fees paid by the Spring Lake developers at building permit.

There is no impact to the General Fund.

Background:
The Spring Lake Neighborhood N3 (Rick Gonzalez Sr. Park) project is located on Miekle Avenue and Centennial Drive and north of Spring Lake Elementary School. The City hired Callander Associates to complete a master plan that included Spring Lake Specific Plan amenities as well as other City/resident preferred amenities. The City presented the master plan for a 10-acre park per resident's request to rezone the 2-acre commercial site to park space at several public meetings.

The master plan for the 10-acre neighborhood park, the final purchase agreement and rezoning of the 2-acre Neighborhood Commercial site to Park Space was approved by Council at the December 12, 2015 meeting. Current available funding only allowed for construction of approximately 7 acres of the 10-acre site (Phase 1). The remaining 3-acres was deferred to a later date as funding from new development in Spring Lake is received.

The park improvements will be constructed in two phases:

The first phase of the park included:

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

Second phase is planned to include:

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

Discussion:

The City Council authorized bid advertisement of the Project on June 21, 2016. The project was awarded to the contractor, JM Slover, Inc. on January 17, 2017 via Resolution No. 6772. The total change orders for the contract was $129,900, which is less than the approved construction contingency of $150,000. Construction is now complete and ready for acceptance.

The final project cost breakdown is as follows:

Construction (Including Change Orders)	$2,564,907
Construction Management/Inspection	$305,774
Design	$261,500
Project Management/Staff Time	$111,994
Total Project Costs	$3,244,175
Total Project Budget	$5,945,000*

*Remaining funds will be used to pay for land purchase of 10 acres and approximately $10,000 is reserved in budget for ADA improvements based on comments from residents.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the Spring Lake N3 Park (Rick Gonzalez Sr. Park) Project, CIP 15-05, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared By: Clara Olmedo, Associate Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/11/2018	Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE SPRING LAKE PARK N3 (RICK GONZALEZ SR.) PROJECT, CIP 15-05 CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, The Spring Lake Park N3 Project, CIP 15-05 is fully funded in the Capital Budget for $5,945,000; and

WHEREAS, the City Council authorized staff to bid the Spring Lake Park N3 Project, CIP 15-05 on June 21, 2016; and

WHEREAS, construction began on April 3, 2017 and was substantially completed in June 2018.

WHEREAS, the City Council on January 17, 2017 authorized the City Manager to award and execute a construction contract with JM Slover, Inc.; and

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

Section 1: The City Council hereby accepts Spring Lake Park N3 Project, CIP 15-05 as complete.

Section 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Spring Lake Park N3 Project, CIP 15-05.

PASSED AND ADOPTED this ________ day of ___________ 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: July 17, 2018

ITEM #: 12.

SUBJECT: Final Acceptance and Notice of Completion for 2018 ADA Improvement Project, CIP 18-03

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 ADA Improvement Project, CIP 18-03, as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The total project budget is $246,000 as identified in the current Capital Budget as CIP 18-03. The project funding is $180,000 in Community Development Block Grant (CDBG) funding with $41,000 of Measure E and $25,000 of Water Enterprise Funds.

There is no impact to the General Fund.

Background:

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

In 2017, the Engineering Division applied for and received $180,000 in CDBG grant funding for access improvements for persons with disabilities to various locations within the City.

The CDBG funding was supplemented with Water Enterprise funding to modify the water system as necessary to eliminate conflicts with constructing the ADA ramps scoped in the project.

The project budget also included $21,000 of Measure E funding dedicated to park facility improvements/upgrades and $20,000 transferred to Measure E from the Woodland Recreation Foundation fundraising. These funds were combined to construct new and expand existing ADA parking spaces at the Community & Senior Center in response to user requests.

Discussion:

The City Council authorized bid advertisement of the Project on December 19, 2017. The project was awarded to the contractor, B&M Builders, Inc. on March 6, 2018 via Resolution No. 7018. Construction is now complete and ready for acceptance.

The project locations that were constructed were along the City's priority route, which gives access to public facilities such as parks and public schools. The priority route locations were determined through the City's ADA committee.

Two change orders were executed throughout the course of the project in a total amount of $10,829.12. This represents approximately 9% of the original contract value, which is below the approved 15% construction contingency of $17,893.05.

The final project cost breakdown is as follows:

Design/Staff/Project Management	**$26,000.00**
Construction	
Construction Contract	$119,287.00
Change Orders	$10,829.12
Construction Management/Inspection	$ 48,330.00
Total Construction	**$178,446.12**
Total Project Costs	**$204,446.12**
Total Project Budget	**$246,000.00**

<u>Conclusion</u>:
Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 ADA Improvement Project, CIP 18-03, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared By: Diana Ayón, Senior Associate Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

<u>ATTACHMENTS:</u>

Description	Upload Date	Type
Attachment 1 - Resolution	7/9/2018	Resolution

RESOLUTION NO._______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2018 ADA IMPROVEMENT PROJECT (CIP 18-03) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION

WHEREAS, the 2018 ADA Improvement Project (CIP 18-03) is fully funded in the Capital Budget for $246,000; and

WHEREAS, the City Council authorized staff to bid the 2018 ADA Improvement Project, CIP 18-03 on December 19, 2017; and

WHEREAS, the City Council on March 6, 2018 authorized the City Manager to award and execute a construction contract with B&M Builders; and

WHEREAS, construction began on March 15, 2018 and was substantially completed in May 2018.

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

Section 1. The City Council hereby accepts 2018 ADA Improvement Project, CIP 18-03 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the 2018 ADA Improvement Project, CIP 18-03.

PASSED AND ADOPTED this ________ day of ___________ 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:	July 17, 2018
ITEM #:	13.
SUBJECT:	Reject All Bids and Re-Authorize Bid Advertisement for 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, rejecting all bids from the July 10, 2018 bid opening and reauthorizing bidding for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

Staff Contact:

Matt Cohen, Assistant Engineer, (530) 661-5973, matt.cohen@cityofwoodland.org

Fiscal Impact:

The Engineer's Estimate for the project is $775,000 including construction, design, construction management, construction contingency, and staff time.

The funding for CIP # 19-16, 2018 Dog Gone Alley Water and Sewer Replacement Project is split between the Sewer Enterprise Fund and the Water Enterprise Fund. The estimate at this time is that the split will be $417,000 from Water Enterprise Fund and $358,000 from the Sewer Enterprise Fund, however, this is subject to change based on bid price. An updated project budget will be prepared after receiving the bids.

There are no impacts to the City's General Fund.

Background:

Dog Gone Alley, from College St to Bush St, currently has a 4-inch water main constructed in 1962 and a 6-inch sewer main that was constructed in 1900. The intention of the project is to upgrade water and sewer utilities for the businesses served off the alleyway while coordinating with private utilities who may want to upgrade their utilities before a separate City project to pave Dog Gone Alley after replacement of utilities. A separate project to pave the road with a new concrete surface is planned for after completion of the utility work.

The project involves maintaining a 2" temporary water line and service connections during construction, as well as maintaining active sewer connections. It also involves coordinating with business owners and Waste Management to allow for trash collection until a separate project repaves the road.

Discussion:

Council approved Authorization to Bid on June 5, 2018. The City advertised for bids for the 2018 Dog Gone Alley Water and Sewer Replacement Project on June 22, 2018. On July 10, 2018, the City received 7 bids for the project ranging from $363,446.90 to $942,261. The following table shows the complete bid results.

	CONTRACTOR	BASE BID
1	Swan Engineering	$363,446.90
2	R and R Pacific Construction	$513,006.00

3	Lister Construction	$576,520.00
4	CE Cox	$626,505.00
5	Civil Engineering Construction Inc.	$740,051.00
6	California Trenchless Inc.	$777,086.00
7	Western Engineering	$942,261.00

Staff continues to coordinate with private utilities and ensure all upgrades affecting the alley are completed within an acceptable timeframe for affected businesses and services (such as Waste Management). Rebidding the project in Fall 2018 targeting Spring 2019 construction allows for more flexibility in scheduling the various utility upgrades, both public and private, and paving the road within one construction season. Rebidding the project also allows more flexibility in scheduling the concrete paving work project along with greater certainty as to when that work would be scheduled and avoid the potential for the alley to remain unpaved over winter months.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, rejecting all bids from the July 10, 2018 bid opening and reauthorizing bidding for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

Prepared By: Matt Cohen, Assistant Engineer

Reviewed By: Tim Busch, Principal Utilities Civil Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/12/2018	Cover Memo

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE JULY 10, 2018 BID OPENING FOR THE 2018 DOG GONE ALLEY WATER AND SEWER REPLACEMENT PROJECT, CIP #19-16

WHEREAS, the City Council originally approved the plans and specifications and authorized advertisement of bids on June 5, 2018; and the City opened bids on July 10, 2018; and

WHEREAS, on July 10, 2018 the City of Woodland received 7 bids for the 2018 Dog Gone Alley Water and Sewer Replacement Project; and

WHEREAS, the City Council wishes to reject all bids from the July 10, 2018 bid opening for CIP #19-16; and

WHEREAS, the City Council wishes to re-authorize bid advertisement for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16, through adoption of this Resolution.

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

Section 1. The City Council hereby rejects all bids from the July 10, 2018 bid opening for CIP #19-16, 2018 Dog Gone Alley Water and Sewer Replacement Project.

Section 2. The City Council hereby re-authorizes bidding the CIP #19-16, 2018 Dog Gone Alley Water and Sewer Replacement Project.

Section 3. Copies of the Project Plans and Specifications for re-bidding are on file in the City Clerk's office, and are incorporated by reference and made a part of this Resolution.

PASSED AND ADOPTED this 17th day of July 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: July 17, 2018

ITEM #: 14.

SUBJECT: Resolution of Application to Detach from the Willow Oak Fire Protection District

Recommendation for Action:

Staff recommends that the City Council:

1. Adopt Resolution No. _____, authorizing the filing of an application for the detachment from the Willow Oaks Fire Protection District with the Yolo County Local Area Formation Commission (LAFCO); and
2. Authorize the appropriation of $2,400 from the General Fund to cover the processing costs by LAFCO.

Staff Contact:

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

Fiscal Impact:

The City of Woodland will realize a return in property tax annually as a result of the requested detachment from the Willow Oaks Fire Protection District. For 2017-2018 the Willow Oak Fire Protection District received $6,393.94 from tax rate area 003-011, that would have otherwise been returned to the City. The City will be required to fund a one-time deposit amount to cover anticipated processing costs by LAFCO staff and other fees in the amount of $2,400.

Background:

The West Island Annexation to the City of Woodland, Resolution 80-6, was approved September 22, 1980. The annexation consisted of 12.84 acres of land on the south side of Main Street between Ashley Avenue and Cottonwood Street, that were annexed into the City in 1980 (Attachment 2). The purpose of the annexation was to eliminate an unincorporated island of land with the stated intent that developed urban areas should be served by only a single governmental agency. However, due to a technical error the properties were not detached from the Willow Oak Fire Protection District. As a result, since annexation, the City has been providing fire protection services, but the funding, through property taxes, to cover that service have been going to the Willow Oak Fire Protection District. LAFCO staff brought this matter to the City's attention. The Resolution of Application provided with this report authorizes staff to file all necessary paperwork to initiate a correction.

Discussion:

The City of Woodland Fire Department has been providing fire and emergency services without commensurate cost recovery for services rendered. This request for detachment rectifies what appears to have been a clerical gap in annexation that was not completed during the original annexation and provides a balanced cost recovery in alignment with services rendered to the proper responding agency, Woodland Fire.

The parcels in the detachment area are commercial or institutional in nature and therefore will not have registered voters. As part of the LAFCO application process all landowners shall be contacted. If there is 100% landowner approval, a hearing before the LAFCO Board would not be required. Upon approval of the Resolution for Application, City staff will file an application with LAFCO staff to begin processing the request. The desire is to complete the project and detachment prior to December so that the City of Woodland will realize the next year's property tax revenues.

Conclusion:

Staff recommends that the City Council:

1. Adopt Resolution No. _____, authorizing the filing of an application for the detachment from the Willow Oaks Fire Protection District with the Yolo County Local Area Formation Commission (LAFCO); and
2. Authorize the appropriation of $2,400 from the General Fund to cover the processing costs by LAFCO.

Prepared By: Cindy A. Norris, Principal Planner

Reviewed By: Ken Hiatt, Assistant City Manager/Community & Economic Development Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Detachment	7/10/2018	Resolution
West Island Annexation Report - 1980	7/10/2018	Backup Material

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING TO DETACH THE PROPERTIES ON THE SOUTH SIDE OF WEST MAIN STREET BETWEEN ASHLEY AVENUE AND COTTONWOOD STREET FROM THE WILLOW OAK FIRE PROTECTION DISTRICT

WHEREAS, the City of Woodland hereby finds as follows:

a. The City of Woodland requests that the properties located on the south side of West Main Street between Ashley Avenue and Cottonwood Street, which includes Yolo County Assessors Parcels 065-010-009, 010, 011, 012, 013, 014, 039, 040, 043, 044, 045, be detached for the Willow Oak Fire Protection District;
b. The subject properties were annexed into the City in 1980 as the West Main Island Annexation, but remained part of the Willow Oak Fire Protection District;
c. The City of Woodland has provided fire protection services to the subject parcels since 1980 and will continue to do so;
d. There will be no change or fiscal impact to the landowners resulting from this detachment from the Willow Oak Fire Protection District; and
e. With detachment the City of Woodland will realize property tax revenues that have been returned to the Willow Oak Fire Protection district.

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Woodland as follows:

1. The City Council approves the filing of an application for the detachment of the subject properties from the Willow Oaks Fire Protection District with the Yolo County Local Area Formation Commission in order to detach the project, pursuant to Government Code Section 56650;
2. City Staff shall take all actions that may be necessary to process the proposed detachment with the Yolo County LAFCO; and
3. The City Council authorizes the appropriation of $2,400 from the General Fund to cover the processing costs by LAFCO.

PASSED AND ADOPTED by the City Council this 17th day of July, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST: APPROVED AS TO FORM:

_______________________________ _______________________________
Ana B. Gonzalez, City Clerk Kara K. Ueda, City Attorney

YOLO COUNTY
LOCAL AGENCY FORMATION COMMISSION
Yolo County, California

TO: Auditor
Commissioners
Applicant
County Counsel

DATE: SEPTEMBER 22, 1980
ENTRY:

FILE:

Entry #4 — Resolution No. 80-6 was passed and adopted, ordering the West Main Street Island Annexation to the City of Woodland as indicated in the Executive Officers' report as filed with the Clerk contingent upon the filing of the following documents with the Executive Officer:

1. Report of Yolo County Assessor identifying the assessed valuations for the affected territory, and the tax rate area or areas in which the territory exists.

2. Report by the Yolo County Auditor estimating the amount of property tax revenue generated within the affected territory during the current fiscal year.

3. Resolution establishing the amount of property tax revenue to be exchanged between and among the local agencies.

Upon receipt of the above mentioned documents, the Executive Officer shall mail certified copies of this resolution as required by law.

MOTION: Marchand. SECOND: Edmonds. AYES: Marchand, Edmonds, Motley.
ABSENT: Losoya, Parrish, Faye.

COUNTY OF YOLO
Woodland, California
95695

Local Agency Formation Commission
~~E.W. Meier, Executive Officer~~

500 First Street
(916) 666-8318

Executive Officer's Report
(West Main Street Island Annexation
to the City of Woodland)
(LAFCO Proceeding No. 733)

BACKGROUND

The Resolution of Application for this proposal was unanimously adopted by the Woodland City Council on August 19, 1980. A copy of the Resolution is attached as Appendix A. The proposal is to annex 12.838 acres of unincorporated land to Woodland. The area is adjacent to Main Street on the south beginning at Cottonwood and extending west to the Ashley Avenue extension. A map of the area is attached as Map A. The area was prezoned to Planned Development-Commercial by the Woodland Planning Commission August 21, 1980. The Woodland City Council is scheduled to hear the prezoning on September 16, 1980. The Executive Officer issued a Certificate of Filing on September 5, 1980.

This application was filed under the Municipal Organization Act of 1977. In particular, Government Code Section 35150(f) pertaining to annexation of unincorporated islands applies to this proposal. This is the second island annexation procedure to be considered by the Yolo County Local Agency Formation Commission. The prior proposal was the "East and Gibson Island Annexation to the City of Woodland." This special procedure was included in the Municipal Organization Act of 1977 (MORGA) in order to reduce the large number of incorporated islands existing within cities throughout California. It is a temporary procedure that expires on December 31, 1980. The basic principal involved in this procedure is the state legislatures stated intent that developed urban areas should be served only by a single governmental agency.

The island organization provision of MORGA permits LAFCO to approve an island annexation following a public hearing, and to authorize the Board of Supervisors to order the annexation without election if the area proposed for annexation meets the following requirements:

1. Does not exceed 100 acres in area, and the 100 acres constitutes the entire island.
2. Is surrounded or substantially surrounded by the city limits.
3. Is substantially developed or developing.
4. Is not prime agricultural land.
5. Will benefit from such annexation, or is receiving benefits from the annexing city.

6. Was in existance as an island as of January 1, 1978.

If LAFCO determines that an area is "substantially developed or developing," the Commission shall base its determination upon the following factors:

1. Availability of public utility services.
2. Presence of public improvements.
3. Appropriate zoning of the area to authorize such public improvements.
4. Presence of physical improvements upon land within the island territory.

MORGA does not define the term "substantially surrounded." This was intentially left undefined so local conditions could be considered and each case judged on its particular merits; therefore, the decision of whether or not an island is substantially surrounded is determined by LAFCO.

If LAFCO approves an island annexation proposal, the matter goes to the Board of Supervisors who will be the conducting authority to hold the required hearing. At the close of the Board public hearing, there is no tally of protest taken; therefore, the customary rules of protest do not apply to island annexations. The Board of Supervisors has two options. The Board may, by resolution, either terminate (disapprove) the annexation or order the annexation without election.

ANALYSIS OF FACTORS THAT MUST BE CONSIDERED

Government Code Section 54796 (Knox-Nesbit Act) and the Yolo County Local Agency Formation Commissions "Standards for Evaluation" (LAFCO Resolution 79-11) require that certain factors must be considered in the analysis of this proposal. Because this application was submitted as an "Island Annexation", this analysis must also discuss whether or not the territory proposed for annexation qualifies as an island as defined in Section 35150(f) of MORGA. The following subsections discuss these mandatory factors.

Land Area And Present Land Use

The proposal area is 12.838 acres in size and is developed. The area has 10 (ten) parcels located in it (see Map A). Buildings are located on 9 of the 10 parcels. The parcel with no structures is owned by Orrick Oil and is used for storage of equipment.

Present Population

According to the Yolo County Elections Department, there are no registered voters in the area proposed for annexation. Therefore, this is an uninhabited proposal according to Government Code Section 56074.

Topography, And Need Of Adequate Service
Effect On Adjacent Local Governmental Agencies

The proposal area is flat, developed, commercial land. North of the proposal area is commercial development. The Orrick Oil Company faces the proposal site on the east, a vacant field and a house are immediately west, and south of the proposal area is residential development and a vacant field. The Woodland City limit surrounds the area on the north, east, and south sides.

The City of Woodland currently provides water to the proposal area. City storm drainage is also currently provided in the area. Other municipal services such as fire and police protection, and street maintenance will be provided by the City upon annexation. The proposal area is in the Woodland High School and Yuba Community College Districts. The area is also served by County Flood Zones 2 & 4, the Sacramento Yolo Mosquito Abatement District and the Willow Oak Fire Protection District. If this annexation is approved, the island area would be detached from the Willow Oak FPD by the City of Woodland at a later date. The proposal area would remain in the other districts. The Willowbank FPD was given written notification concerning this application on August 21, 1980, and has made no comment on this proposal.

The property is also within the Yolo County Underground Utility District No. 8. The City of Woodland also has an underground utility district for the western Woodland area. If this annexation is approved the area should be detached from the county district and the City of Woodland should annex it to the appropriate city underground utility district.

Assessed Value
Tax Negotiations

The subject properties are located in Tax Rate Area 87-003. According to the latest assessor tax roles the total assessed value of the area is $242,979. This total does not include the Caltrans Maintenance Station which is state-owned property and is not assessed by the county.

The City of Woodland and the County of Yolo have agreed upon a tax distribution formula. The proper documents have been prepared by the staffs and the governing bodies of the city and county will adopt the appropriate resolutions to complete the negotiations.

Bonded Indebtedness

The City of Woodland has taken the stance that areas annexed should be liable for their share of the City's bonded indebtedness. As of June 30, 1980 the City had $1,335,000 in general obligation bonds payable and a liability of $766,777 for a long term lease on the Police Administration building and the Community Swim Center. The area has been receiving water and storm drainage services and the City's position that the area be liable for its share of bonded indebtedness is reasonable.

Conformance with the County General Plan

The Yolo County Community Development has reviewed the island annexation proposal. The staff found the proposal compatible with the Yolo County General Plan.

Conformance with Standards for Evaluation

The proposed annexation conforms with the Commissions Standards for Evaluation of Annexation proposals (LAFCO Resolution No. 79-11).

Definitness and Conformance of Boundaries

The Yolo County Surveyor and Assessor have verified that the proposed boundaries are definite and conform to necessary legal requirements.

Environmental Review

The City of Woodland has issued a Notice of Exemption for this proposal. The staff has found the project exempt under Class 20 of the California Environmental Quality Act. This Class exemption applies where the changes in boundary do not change the geographical area in which previously existing powers are exercised. A copy of the Notice of Exemption is attached as Appendix B.

Need and Provision of Urban Services

MORGA requires the annexing city submit to the Commission a plan for providing urban services to the annexation area. The following list summarizes the provision of services to the annexation area.

1. WATER SERVICE: The City currently provides City water service to the area. An eight (8) inch City water line presently exists on the south side of West Main Street. A ten (10) inch water line is located along West Lincoln Avenue. Three hydrants are located in the area. The level and range of these services are required incremental but slight expansion and no improvements nor upgrading of structures would be required.

2. STREET LIGHTING: Street lighting will be required similar to those installed on portions of West Main Street already in the City limits. Provisions for street lighting and the installation of curbs, gutters and sidewalks will be made in the next edition of the City's Capitol Improvement Program.

3. TREE MAINTENANCE: There are no trees to be maintained by the City.

4. TRASH PICK UP: There will be an incremental increase in trash pick up requirements.

5. PARKS AND RECREATION PROGRAM: The annexation area is a business area without residences. It is not expected to place any new demands on the City's Parks and Recreation Program.

6. LIBRARY: The area is also not expected to place any new demands on the City Library Program.

Landowner Consent

There are nine separate landowners in the proposal area. Seven of the owners within the annexation area have entered into Annexation Agreements with the City. Through these legal instruments the owners have agreed to annex their properties to the City without opposition and have agreed to the installation of city improvements. (See Appendix C for a list of the landowners who have signed annexation agreements.) The two landowners who have not signed agreements with the City are Orrick Oil Co. Inc. and the California State Department of Transportation. The two unsigned owners have not expressed any opposition to this proceeding.

Effect on Adjacent Areas

The subject area is developed. The annexation of the area should not have any effect on adjacent areas in the city. However, if the area is not annexed it could adversely effect the undeveloped land west of the island. This undeveloped land is in the Woodland Urban Limit Line. If this area is not annexed it would be a completely surrounded island if any land to the west is annexed. The Government Code precludes creating an island unless the Commission finds that such a prohibition would be detrimental to the orderly development of the community. Appendix D contains the MORGA Government Code Section 35150(e) that pertains to this prohibition and waiver.

Proximity to Other Populated Developed Areas
Extent that Island is Substantially Surrounded
Date that Island was Created

Map A indicates the proximity of the proposal area to other developments. Two restaurants are north of the area. A condominium complex and a vacant lot zoned for residential are south. West Lincoln Avenue borders this area on the south. The total perimeter of the annexation area is 4083.38 feet, 3743.31 of those feet are contiguous to the present city boundaries. This means 91.6% of the island is surrounded by the City of Woodland.

MORGA states LAFCO shall decide whether an area is substantially developed based on the following factors: availability of public services, presence of public improvements, appropriate zoning of the area, and physical improvements on the land within preceding the territory. As the preceding subsections have shown public improvements and utilities are existing and available for use and expansion. The prezoning and zoning are appropriate to the present use of the area, and physical structures are on 9 of the 10 available lots. Therefore, this area meets the MORGA criteria for designating this area as substantially developed. The areas adjacent to the island were annexed incrementally, the earliest in 1964 and the latest in 1977. Therefore, the island was in existence as of January 1, 1978 as required by MORGA.

Findings and Conclusions

1. The City of Woodland applied for this Island Annexation August 19, 1980.
2. The Executive Officer issued a Certificate of Filing September 5, 1980
3. This is the second island annexation proposal heard by the Yolo County LAFCO.
4. The island annexation procedure expires December 31, 1980.
5. The proposal area is 12.838 acres in size.
6. The proposal area is developed but uninhabited.
7. The proposal area is contiguous to Woodland on the east, north, and south and is 91.6% surrounded by the city limits.
8. The proposal area receives water and storm drainage from the City of Woodland.
9. The proposal area is currently in the Willow Oak FPD.
10. The proposal area is in tax rate area 87-003 and is assessed at $242,979.
11. Property Tax Transfer negotiations have been agreed upon.
12. The City of Woodland has requested the proposal area be liable for bonded indebtedness.
13. The proposal is in conformance with the Yolo County and Woodland General Plans.
14. The proposal is in conformance with the Yolo County LAFCO Standards for Evaluation.
15. The proposal legal description is definite and locatable.
16. The proposal is Categorically Exempt under Class 20 of the CEQA guidelines.
17. The City of Woodland has adequately addressed how they will provide urban services to the area.
18. Seven of the nine landowners in the proposal area have signed annexation agreements with the City of Woodland.
19. If this area is not annexed it would become completely surrounded by the City if the land to the west were annexed.
20. The proposal area meets the criteria of an island as defined by MORGA.
21. The proposal represents orderly growth and development of the City of Woodland.

Recommendations

Staff recommends that:

1. That the Categorical Exemption, Class 20 of the environmental impact be approved and adopted by resolution of the Commission, and that the Executive Officer be directed to prepare the appropriate Notice of Determination.

2. That the Commission find that the subject territory is uninhabited.

3. That the Commission find that the subject territory is an island as defined by Government Code Section 35150(f).

4. That the annexation be approved.

5. That the Commission assign the short form title "West Main Street Island Annexation to the City of Woodland."

6. That the Yolo County Surveyor be directed to prepare the final maps and legal descriptions of the subject territory.

7. That the Commission designate the Yolo County Board of Supervisors as the conducting agency to annex the subject territory.

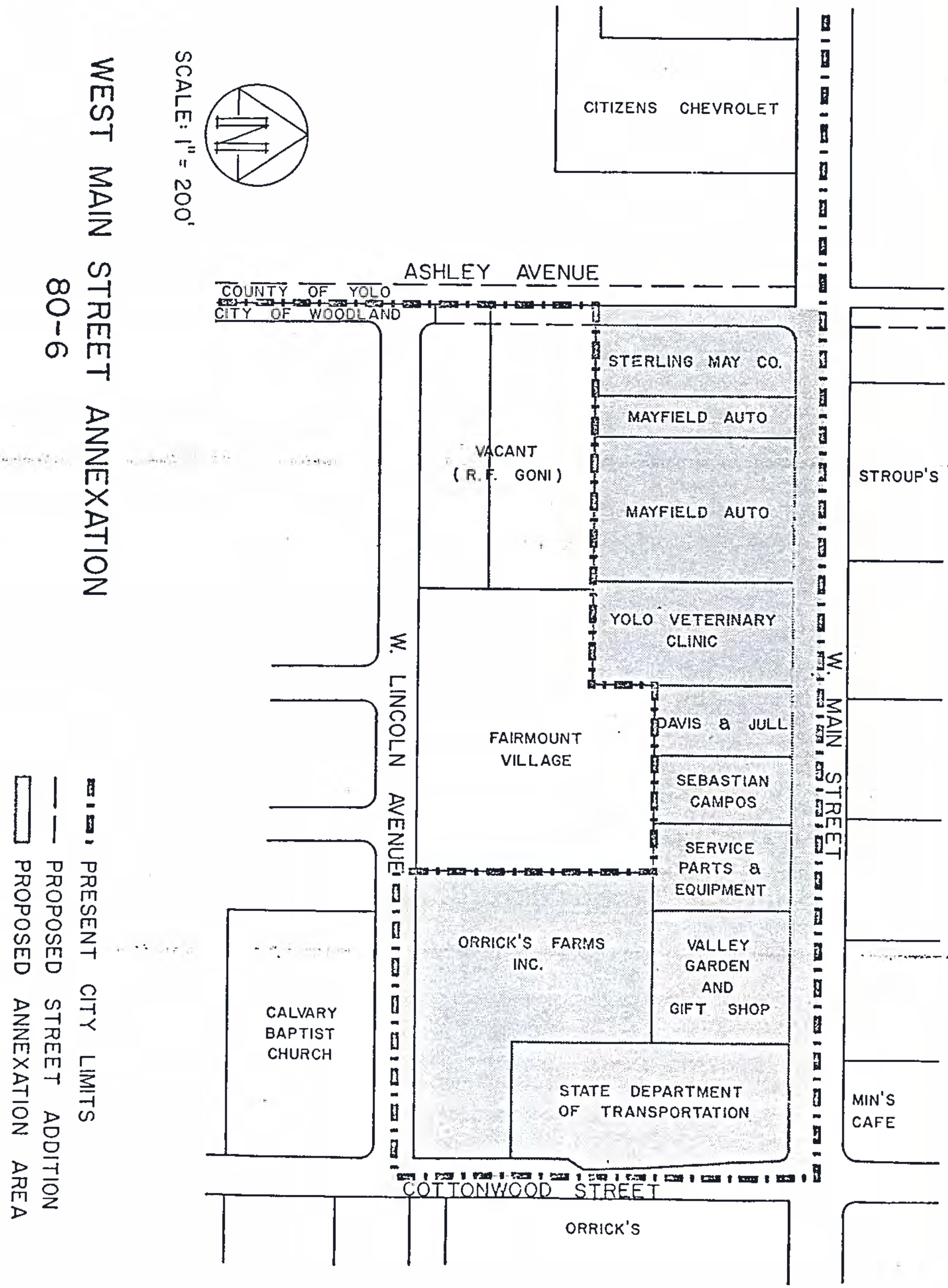
8. That the date of recordation with the County Recorder be the effective date of this annexation.

9. added R. Rundstrom

Respectfully submitted.

LAWRENCE L. CLAYTON, Jr.
Executive Officer

by Elizabeth D. Castro
Elizabeth D. Castro
Administrative Analyst II


WEST MAIN STREET ANNEXATION
80-6
SCALE: 1" = 200'
N
PRESENT CITY LIMITS
PROPOSED STREET ADDITION
PROPOSED ANNEXATION AREA
CITIZENS CHEVROLET
ASHLEY AVENUE
COUNTY OF YOLO
CITY OF WOODLAND
STERLING MAY CO.
MAYFIELD AUTO
VACANT
(R. F. GONI)
MAYFIELD AUTO
STROUP'S
YOLO VETERINARY
CLINIC
W. MAIN STREET
W. LINCOLN AVENUE
FAIRMOUNT
VILLAGE
DAVIS & JULL
SEBASTIAN
CAMPOS
SERVICE
PARTS &
EQUIPMENT
ORRICK'S FARMS
INC.
VALLEY
GARDEN
AND
GIFT SHOP
CALVARY
BAPTIST
CHURCH
STATE DEPARTMENT
OF TRANSPORTATION
MIN'S
CAFE
COTTONWOOD STREET
ORRICK'S

RESOLUTION NO. 2931

A RESOLUTION OF APPLICATION FOR THE ANNEXING OF CERTAIN PROPERTY TO THE CITY OF WOODLAND

WHEREAS, the Municipal Organization Act of 1977 provides a procedure for the annexation of territory substantially surrounded by the City limits of a City; and

WHEREAS, the City of Woodland is desirous of annexing certain property in accordance with this procedure; and

WHEREAS, this application is made pursuant to the Municipal Organization Act of 1977, that is, Part II of Division 2 of Title 4 of the California Government Code, commencing with Section 35000; and

WHEREAS, the subject property conforms to all legal requirements in that it:

a. does not exceed 100 acres in area which constitures the entire island;

b. is substantially surrounded by property within the City limits;

c. is substantially developed;

d. is not prime agricultural land;

e. will benefit from the annexation; and

WHEREAS, there exists the availability of public utility services and there is present the necessary public improvements; and

WHEREAS, there exists certain physical improvements within the island territory; and

WHEREAS, it is essential that this island annexation occur in order to insure the development of orderly growth patterns and efficient land use in conformity with the Woodland Area General Plan; and

WHEREAS, this area is descirbed in Exhibit A, which is attached hereto & incorporated herein by reference; and

WHEREAS, said annexation is categorically exempt from environmental review under the provisions of Section 15120 of the California Environmental Quality Act;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland hereby adopts this Resolution of Application requesting that the appropriate annexation proceedings be initiated pursuant to the Municipal Organization Act of 1977.

ADOPTED THIS 19th DAY OF August, 1980.

Harry O. Walker

Harry Walker, Mayor

[signature]

City Clerk

EXHIBIT A
(page 1)

WEST MAIN STREET ANNEXATION 80-6

DESCRIPTION:

A portion of the Northwest Quarter of Section 31, T. 10 N., R. 2 E., M.D.B.&M., Yolo County, California, more particularly described as follows:

Beginning at a point on the existing City Boundary of the City of Woodland, said point being the northeast corner of the northwest quarter of said Section 31; thence S. 0° 23' 29" W., 630.00 feet along the existing City Boundary Line; thence N. 89° 39' 03" W., 469.60 feet along the existing City Boundary Line; thence N. 0° 23' 29" E., 381.50 feet along the existing City Boundary Line; thence N. 89° 39' 03" W., 282.90 feet along the existing City Boundary Line; thence S. 0° 23' 29" W., 91.50 feet along the existing City Boundary Line; thence N. 89° 39' 03" W., 567.62 feet along the existing City Boundary Line; thence leaving the existing City Boundary Line N. 0° 23' 14" E., 340.07 feet to a point on the north line of said Section 31, said point also being a point on the existing City Boundary Line; thence S. 89° 39' 03" E., 1,320.19 feet along the existing City Boundary Line to the point of beginning.

AMENDED
NOTICE OF EXEMPTION

TO: Secretary for Resources
1416 Ninth Street, Room 1311
Sacramento, California 95814

County Clerk
County of Yolo
Woodland, CA

FROM: City of Woodland
Planning Department

WEST MAIN STREET AREA ANNEXATION
Project Title

SOUTH OF WEST MAIN STREET, WEST OF COTTONWOOD ST. AND EAST OF THE EXTENSION OF ASHLEY AVENUE
Project Location - Specific

WOODLAND
Project Location - City

Yolo
Project Location - County

ISLAND ANNEXATION, CITY OF WOODLAND AND PROPERTY OWNERS
Description of Nature, Purpose and Beneficiaries of Project

YOLO COUNTY LAFCO / BOARD OF SUPERVISORS
Name of Public Agency Approving Project

CITY OF WOODLAND
Name of Person or Agency Carrying Out Project

Exempt Status: (Check One)

- ____ Ministerial (Section 15073)
- ____ Declared Emergency (Section 15071(a)
- ____ Emergency Project (Section 15071(b) & (c)
- ✓ Categorical Exemption. State type & section number

Sec 15120, Class 20 Changes in Organization of Local Agencies
Reasons why project is exempt:

Annexation of Existing Facilities / Island Annexation

Contact Person	Area Code	Telephone	Extension
Janet RUGGIERO	916	662-5416	31

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes ____ No ____

____
Date received for filing

Janet M. Ruggiero
Signature

Community Development Director
Title

Government Code 35150

(e) To waive the restrictions of Section 35010, if it finds that the application of the restrictions would be detrimental to the orderly development of the community and that the area that would be enclosed as a result of incorporation or annexation is so located that it cannot reasonably be annexed to another city or incorporated as a new city.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 17, 2018
ITEM #:	15.
SUBJECT:	Approval of Emergency Solutions Grant Application for Fourth & Hope's Emergency Shelter Services Program

Recommendation for Action:
Staff recommends that the City Council:
1. Approve the submittal of a 2018 Emergency Solutions Grant funding application by Fourth and Hope; and
2. Direct the City Manager to sign a Certification of Local Approval for the grant application.

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

Fiscal Impact:
There is no impact to the City.

Background:
The State Department of Housing and Community Development (HCD) administers the funding for the Emergency Solutions Grant (ESG) program in California. ESG is funded at the Federal level through the McKinney-Vento Homeless Assistance Act. Previously known as the Emergency Shelter Grants Program, the program's name was changed in 2009 to reflect the program's focus and the Federal goal of ensuring that individuals and families who become homeless return to permanent housing. ESG funds may be used for the following homeless-related activities: street outreach, emergency shelters, homeless prevention, rapid re-housing assistance, homeless management information systems, and administrative activities (local grant administration).

Fourth and Hope received a 2017 ESG award in the amount of $200,000 for its Emergency Shelter Services (ESS) Program. The City is providing Fourth and Hope with $12,000 in CDBG funds (proposed FY 2018/19 funding amount) for its ESS Program and $10,000 from separate funds for the winter component of the same program (FY 2018/19) through the City's participation in the Countywide Homeless Coordination Project. In addition, the City is funding improvements to the emergency shelter's courtyard area to assist Fourth & Hope in expanding it day shelter operations with CDBG funds of $112,000 ($42,000 from FY 2017/18 and proposed funding of $70,000 from FY 2018/19).

Discussion:
Fourth and Hope plans to apply for ESG funds of $200,000 this year for its ESS Program. The ESS Program offers dormitory style shelter for up to 73 individuals daily (including families). The 90-day program requires accountability and offers daily breakfasts, packed lunches, dinner meals, counseling, mailbox services, showers, laundry facilities, employment training, a literacy program, substance abuse education groups and case management, including access to benefits and job and housing search assistance. Guests are required to attend life skills, health, employment and housing readiness classes and make progress on their personal development plan to stay in the shelter.

One of the submittal requirements for ESG applicants includes a "Certification of Local Approval" which must be completed by a city (or county if the proposed ESG project is located in an unincorporated area).

Conclusion:
Staff recommends that the City Council:

1. Approve the submittal of a 2018 Emergency Solutions Grant funding application by Fourth and Hope; and
2. Direct the City Manager to sign a Certification of Local Approval for the grant application.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director

Paul Navazio

Paul Navazio, City Manager

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: July 17, 2018
ITEM #: 16.
SUBJECT: PUBLIC HEARING - Waste Management Liens

Recommendation for Action:
Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, "A Resolution Requesting Collection of Charges on Tax Roll".

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

Fiscal Impact:
There is little to no fiscal impact to the City to maintain the current process, other than staff time for processing and releasing the liens. The fees for the recordings are attached to the total amount of the lien and the property owner assumes that cost.

Background:
This is the annual Public Hearing that allows those property owners with delinquent Waste Management accounts for services received, including garbage, recycling and yard refuse pick-up and disposal, and for sweeping of the street, to address the Council prior to the attachment of a lien against their property. The Hearing is required prior to adoption of the Resolution to request the lien attachment. The list is attached to Council packets only for review and will not be placed on the website for general public review.

Before filing a lien with the County, a Public Hearing needs to be held to allow protests of the proposed liens.

The current City Municipal Code Section 23C-4 provides the parameters for garbage and yard refuse disposal and services, while Section 23C-12 discusses the recycling portion of the service as provided by the Waste Management Franchise Agreement.

Staff worked with Waste Management to determine the accuracy of the proposed lien list. Those inaccuracies will be corrected and/or removed from the list prior to attachment of the liens. The City should not be actively involved in discussions regarding the billing itself and refers those questions to the Waste Management staff for resolution. While it is not City responsibility to become involved in the dispute of the billing, staff does attempt to mediate by providing contact information at Waste Management for resolution attempts. The primary role of the City is to obtain approval to attach the lien and to release the lien once verification of payment has been received.

Discussion:
The utilization of Waste Management for the issuance of service bills has saved the City a tremendous amount of time and funds to issue and collect such bills.

As this method of collecting past due accounts has saved the City time and money, staff believes that the process should continue. Should Council determine another course of action, the cost factor would need to be considered. It is anticipated that another full time staff member would be required to adequately handle the billing and collection of delinquent accounts. As well, the collection would be subject to the Small Claims Court process which would have further costs associated with that process.

Conclusion:

Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, "A Resolution Requesting Collection of Charges on Tax Roll".

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/9/2018	Resolution

Recording requested by
City of Woodland

and when recorded send to:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

RESOLUTION NO. _____

A Resolution Requesting Collection of Charges on Tax Roll

Whereas, the City of Woodland (hereinafter City), requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to an Agreement with Waste Management; and

Whereas, the County has required as a condition of the collection of said charges that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof;

Now, therefore be it hereby resolved by the City Council of the City of Woodland that:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City of Woodland warrants and represents that the taxes, assessments, fees and/or charges imposed by the City of Woodland and being requested to be collected by Yolo County comply with all requirements of State law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City of Woodland releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any taxes, assessments, fees and/or charges on behalf of the City.

4. The City agrees to and shall defend, indemnify and hold harmless the County, it's officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the City's said taxes, assessments, fees, and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of

the judgment from any monies collected by County on behalf of the City, including property taxes.

5. The City agrees that it's officers, agents and employees will cooperate with the County in answering questions referred to City by the County from any person concerning the City's taxes, assessments, fees and/or charges and that the City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting taxes, assessments, fees and/or charges, as provided by Government Code Sections 29304 and 51800.

PASSED AND ADOPTED by the City Council this 17th day of July, 2017, 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: July 17, 2018
ITEM #: 17.
SUBJECT: PUBLIC HEARING - Fiscal Year 2018/19 Community Development Block Grant Annual Action Plan and Authorization for Submittal of Action Plan

Recommendation for Action:
Staff recommends that the City Council hold a public hearing and approve the 2018/19 Community Development Block Grant Annual Action Plan.

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

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2018/19 Community Development Block Grant (CDBG) Action Plan (AP) (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2018/19 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C);
3. Direct staff to complete the FY 2018/19 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2018/19 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the 2015-2019 CDBG Consolidated Plan goals to assist low and moderate income persons.

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

Fiscal Impact:
The allocation for Administration in FY 2018/19 is $100,589 and helps offset the General Fund expenditure for the administration of the CDBG program.

The CDBG allocation recommended for the Engineering Division's ADA Accessibility Program (ADA compliant curb ramps, sidewalks, and driveways) relieves the General Fund of an expense of $190,624. The CDBG allocation recommended has allowed a mandated project that otherwise would not be funded, to proceed as required by the State of California.

Background:
As a CDBG entitlement recipient, the City receives an annual CDBG funding allocation from the U.S. Department of Housing and Urban Development (HUD) and the funding must be used for activities that assist lower-income persons, eliminate conditions of slums and blight from the community, or meet an urgent need. For FY 2018/19, the City's allocation is $504,328, a $35,049 increase (or 7.5 percent) from the FY 2017/18 allocation of $469,279. Additional funds of $2,810 are available from prior year construction activities. As a result, CDBG funds of $507,138 (504,328 + 2,810 = $507,138) are available for allocation during FY 2018/19.

Overview of FY 2018/19 CDBG Budget

Table 1 displays the breakdown of the allocation of $504,328 (new HUD funding) and prior year funds of $2,810 totaling $507,138 and available for FY 2018/19. See Attachment B for the proposed FY 2018/19 budget and the CDBG Review Panel's recommended allocations.

Status of Prior Year Infrastructure Activities

- Yolo Family Service Agency, Onsite Playground (FY 2017/18 funding) – YFSA dissolved earlier this year and CommuniCare Health Centers is now providing the services (mental health counseling) previously provided by YFSA. CommuniCare has requested use of the CDBG funds to rehabilitate YFSA's Woodland facility. If CommuniCare can purchase the Woodland facility, the City Council will be asked to approve reallocation of the CDBG funds to CommuniCare. In the event the property purchase cannot be consummated, City staff will propose reallocation of the funds to one or more existing CDBG construction activities.
- New Hope Community Development Corporation, Cottonwood Meadows Rehabilitation 2 (FY 2017/18 funding) – A contract has been awarded and construction is expected to occur in July or August. The work will be combined with the Cottonwood Meadows Rehabilitation 1 activity (FY 2016/17 funding).
- St. John's Retirement Village, Inc., Reroof Building 515-516 (FY 2017/18 funding) – A contract has been awarded and construction is expected to occur in July or August.
- Yolo Wayfarer Center, Shelter Courtyard (FY 2017/18 funding) – The CDBG review panel has recommended FY 2018/19 funds for the activity and YWC plans to combine the FY 2017/18 and 2018/19 funding allocations. As a result, construction is planned for late this year.
- Yolo Family Service Agency, Meeting Room Conversion (FY 2016/17 funding) – Please see the description for the YFSA Onsite Playground activity.
- St. John's Retirement Village, Inc., Cooling Towers for Personal Care Unit and Manors (FY 2016/17 funding) – A contract has been awarded and St. John's is waiting for the contract documents to be executed by a Sacramento contractor. Construction will occur in September or October.
- Empower Yolo, Capital Project (FY 2016/17 funding) – The City Council in June approved a scope change to add gates/fencing. The additional work is under environmental review and construction is expected to occur later this year.
- New Hope Community Development Corporation, Cottonwood Meadows Rehabilitation 1 (FY 2016/17 funding) – Please see the description for the New Hope Cottonwood Meadows Rehabilitation 2 activity.
- Friends of the Mission, Walter's House HVAC Replacement (FY 2016/17 funding) – Construction is underway and will be completed this month.

Table 1 - CDBG Summary Table 2018/19

CDBG Program/Activities	Sources		
	2018/19 Entitlement	Unexpended prior year funds	Total Funds Available
Planning and Administration	**$100,865.00**		**$100,865.00**
Subtotal Planning and Administration	**$100,865.00**		**$100,865.00**
Public Facilities and Improvements			
Yolo Community Care Continuum Safe Harbor Rehab	$70,000.00		**$70,000.00**
Yolo Wayfarer Center Shelter Courtyard Phase 2	$70,000.00		**$70,000.00**
City of Woodland ADA Accessibility Program	$190,624.00		**$190,624.00**
YFSA Onsite Playground (17/18)		$22,147.24	**$22,147.24**
NHCDC Cottonwood Meadows Rehab 2 (17/18)		$60,000.00	**$60,000.00**
St. John's Reroof Building 515-516 (17-18)		$25,770.00	**$25,770.00**
Yolo Wayfarer Ctr Shelter Courtyard Phase 1 (17-18)		$42,000.00	**$42,000.00**
YFSA Meeting Room Conversion (16-17)		$9,375.00	**$9,375.00**
St. John's Cooling Towers for PCU & Manors (16-17)		$120,996.67	**$120,996.67**
Empower Yolo Capital Project (16-17)		$13,214.67	**$13,214.67**
NHCDC Cottonwood Meadows Rehab 1 (16/17)		$30,558.44	**$30,558.44**
Subtotal Public Facilities and Improvements	**$330,624.00**	**$324,062.02**	**$654,686.02**
Public Services			
Legal Services of Northern CA Fair Housing Services	$10,000.00		**$10,000.00**
Empower Yolo Shelter Services	$8,000.00		**$8,000.00**
YCCC New Dimensions Supportive Housing	$9,000.00		**$9,000.00**
Yolo Wayfarer Center Emergency Shelter	$12,000.00		**$12,000.00**
City of Woodland Social Services Manager	$6,000.00		**$6,000.00**
STEAC Woodland Homeless Prevention Program	$8,000.00		**$8,000.00**
Meals on Wheels Yolo County Senior Citizen Meals	$10,649.00		**$10,649.00**
NCCTC Project Hope for Children	$6,000.00		**$6,000.00**
YCCA MediCal & CalFresh Enrollment & Retention	$6,000.00		**$6,000.00**
Subtotal Public Services including unexpended prior year funds	**$75,649.00**	**$0.00**	**$75,649.00**
Total Amount for CDBG Activities for	**$507,138.00**	**$324,062.02**	**$831,200.02**

NOTES: New funding based on FY 2018/19 entitlement of $504,329 and $2,810 in prior year construction funds.

Discussion:

Under CDBG regulations no more than 15 percent (or $75,649) of the City's allocation and available program income, a total of $504,328, can be used for public services and no more than 20 percent (or $100,865) can be used for administration. This leaves 65 percent (or $330,624) remaining for infrastructure activities. The amount of $330,624 includes $2,810 in available funds from prior year construction activities.

On January 16, 2018, the City Council discussed CDBG funding priorities for Fiscal Year 2017/18 and reiterated its support to focus the use of public service funds on food and shelter activities to address the homeless or those at-risk of being homeless. To assist the City with the review of CDBG applications and the preparation of funding recommendations, a three-person CDBG Review Panel is used. The Review Panel met on May 7 and 8 to recommended applications to fund and specific funding allocations. The panel was composed of three members: Rashid Ali (Parks and Recreation Commission), Marco Lizarraga (Planning Commission), and Carol Miller (Senior Programs volunteer). The City received five applications for infrastructure activities with a cumulative funding request of $610,576 and twelve applications for public service activities with a cumulative funding request of $146,000.

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

2015. The rating and ranking system is an objective system that scores the applications based on the following criteria: benefit to low and very low income persons; activity need and justification; reasonableness of cost estimates; activity management and timeliness; experience, past performance, and organizational capability; and project budget – evidence of sufficient funding.

Infrastructure Activities (Available CDBG Funds $330,624) – The Review Panel/staff recommend funding for three of the five applications submitted. A detailed listing of the Review Panel's recommendations and related information is attached to this report while a summary is provided below.

Applications Recommended and Funding Amounts:
- Yolo Community Care Continuum, Safe Harbor Rehabilitation - $70,000
- Yolo Wayfarer Center, Shelter Courtyard Phase 2 - $70,000
- City of Woodland, ADA Accessibility Project - $190,624

Applications Not Recommended and Funding Request Amount:
- City of Woodland, Library Restrooms Upgrade - $60,000
- New Hope Community Development Corporation, Cottonwood Meadows Phase 3 - $60,000

Public Services (Available CDBG Funds $75,649) – The Review Panel/staff recommended funding for nine of the ten applications submitted. A detailed listing of the Review Panel's recommendations and related information is attached to this report while a summary is provided below.

Applications Recommended and Funding Amounts:
- Legal Services of Northern California, Fair Housing Services - $10,000
- Empower Yolo, Shelter Services - $8,000
- Yolo Community Care Continuum, New Dimensions Supported Housing - $9,000
- Yolo Wayfarer Center DBA Fourth and Hope, Emergency Shelter Services - $12,000
- City of Woodland, Social Services Manager - $6,000
- Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - $8,000
- Meals on Wheels Yolo County, Home Delivered Meals Program - $10,649
- Northern California Children's Therapy Center, Project Hope for Children - $6,000
- Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention - $6,000

Applications Not Recommended and Funding Request Amount:
- Ark Preschool, Preschool Stem Education - $10,000
- Woodland Community College, S.T.A.Y. Well Center - $15,000
- Yolo Food Bank, Kids Farmers Market - $15,000

It should be noted that the City pursuant to a 2005 Voluntary Compliance Agreement and Conciliation Agreement is required to provide Legal Services with annual funding of at least $10,000 for fair housing services as long as the City receives CDBG funding.

Of the $75,649 allocated for public service programs, 78.8 percent has been recommended for food and shelter programs: Empower Yolo, Yolo Community Care Continuum, Yolo Wayfarer Center, City of Woodland, Short Term Emergency Aid Committee, Meals on Wheels Yolo County, and Yolo County Children's Alliance.

Public Contact/Outreach - Outreach efforts for the Action Plan included (1) holding a discussion with the Woodland City Council at the January 16, 2018 council meeting to discuss funding priorities for FY 2018/19 Action Plan, (2) emailing a notice of funding availability (and schedule for FY 2018/19 Action Plan schedule, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, and priority rankings from

Woodland's 2015-19 Consolidated Plan) to current and previous CDBG subrecipients and other interested parties (approximately 30 nonprofits, government agencies, and other parties); (3) having the NOFA forwarded to members of the local continuum of care (Yolo County Homeless and Poverty Action Coalition); (4) posting the NOFA and other attachments from the NOFA email on the City's website; (5) noticing a February 26 workshop/public meeting for prospective applicants and the general public in the February 15 edition of the Woodland Daily Democrat newspaper; (6) holding the February 26 workshop/public meeting at the Woodland Community and Senior Center (2001 East Street); (7) emailing the FY 2018/19 CDBG applicants to provide the funding recommendations from the City's CDBG Review Panel and notify applicants of a June 21 public meeting to obtain public comments on the applications submitted and the review panel's recommendations; (8) noticing the June 21 public meeting in the June 6 edition of the Daily Democrat in Spanish and English; (9) convening the June 21 public meeting at the Woodland Community and Senior Center; (10) noticing the availability of the draft FY 2018/19 Action Plan and the City Council's July 17 public hearing on the Action Plan in the July 3 edition of the Daily Democrat; (11) posting the draft FY 2018/19 Action Plan to the City's website; (12) emailing members of the local continuum of care (HPAC) on the availability of the draft FY 2018/19 Action Plan and the City Council's July 17 public hearing on the Action Plan; and (13) holding a July 17 public hearing before the City Council to receive comments on the draft FY 2018/19 Action Plan.

Conclusion:
Staff recommends that the City Council take the following actions.

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2018/19 Community Development Block Grant (CDBG) Action Plan (AP) (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2018/19 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C);
3. Direct staff to complete the FY 2018/19 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2018/19 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the CDBG Consolidated Plan goals to assist low and moderate income persons.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Attachment A - Draft Action Plan FY 2018/19	7/10/2018	Backup Material

Attachment B - FY 2018/19 Action Plan Funding Recommendations	7/10/2018	Backup Material
Attachment C - Resolution for FY 2018/19 Action Plan	7/10/2018	Resolution

Executive Summary

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

1. Introduction

The Fiscal Year 2018/19 Annual Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Woodland. It is a portion of the implementation of the five-year Consolidated Plan, and provides a detailed summary of how the City's annual Community Development Block Grant (CDBG) entitlement will be spent in the coming year. Both the Consolidated Plan and the Action Plan are implemented by staff from the Community Services Department. The City will receive $504,328 in HUD CDBG Entitlement program funds for FY 2018/19.

The current Consolidated Plan includes a goal that the City provide emergency food, shelter and mental health services to over 5,000 homeless individuals or those "at-risk" of homelessness during the five-year period in an effort to address the reason for homelessness and reduce the number of unsheltered homeless. The 5,000 amount represents multiple contacts with homeless individuals and those at-risk of homelessnes during the City's Consolidated Plan period. The contacts cover CDBG activities funded by the City; the City's participation in the Federal government's Continuum of Care program; referrals by City staff for affordable housing, food, utility assistance, eviction prevention, medical care, and other services for the homeless and those at-risk of homelessness; City support for affordable housing developments, and other programs/efforts by the City to address homeless individuals and those at-risk of homelessness. The Consolidated Plan also includes a goal for the City to continue to fund agencies that provide emergency housing assistance and supportive services to assist the homeless and person threatened with homelessness. For the Consolidated Plan period, the City's goal is to assist 1,000 persons in order to reduce the number of unsheltered homeless. It should be noted that not all individual are chronically homeless and a portion of the homeless population may experience homelessness for a short period of time or potentially have multiple episodes that last for brief periods.

2. Summarize the objectives and outcomes identified in the Plan

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

The Action Plan outlines the City's intent to pursue the overall goals of HUD's community development and planning programs, including the following during FY 2018/19.

1. To provide decent and quality housing;

2. To establish and maintain a suitable living environment; and
3. To expand economic revitalization opportunities.

The Action Plan serves the following functions.

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

3. Evaluation of past performance

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

The City's FY 2017/18 Annual Action Plan funded the following infrastructure and public services activities.

Infrastructure Activities

1. Yolo Family Service Agency - On-Site Therapeutic Playground (non-housing rehabilitation)

2. Yolo Wayfarer Center - Shelter Courtyard (non-housing rehabilitation)

3. City of Woodland - ADA Accessibility Program (ADA accessibility)

4. St. John's Retirement Village, Inc - New Roof Building 515-516 (housing rehabilitation)

5. New Hope Community Development Corporation - Cottonwood Meadows Stairwell/Siding 2 (Housing rehabilitation)

Public Services Activities

1. Planned Parenthood Mar Monte - Teen Success (youth services)

2. Northern California Children's Therapy Center - Project Hope for Children (health services)

3. Yolo Community Care Continuum - New Dimensions Supported Housing (food and shelter)

4. Yolo Wayfarer Center - Emergency Shelter Services (food and shelter)

5. Short Term Emergency Aid Committee - Woodland Homeless Prevention Program (food and shelter)

6. Empower Yolo - Shelter services (food and shelter)

7. Meals on Wheels Yolo County - Home Delivered Meals Program (food and shelter)

8. Yolo County Children's Alliance - MediCal & CalFresh Enrollment & Retention (health services & food & shelter)

9. Legal Services of Northern California - Fair housing services (fair housing)

For the infrastructure activities, Yolo Family Service Agency's project has been put on hold as another non-profit (CommuniCare Health Care Centers) will take over YFSA's operations, Yolo Wayfarer Center is seeking additional CDBG funds for 2018/19 and expanding the scope of its project before moving forward, Woodland's ADA Accessibility Program completed construction in May 2018 with the installation of approximately 10 ADA curb ramps and 8 ADA parking spaces, St. John's awarded a construction contract for the reroof, and construction of New Hope's Cottonwood Meadows Stairwell/Siding 2 will occur in July/August 2018. The City will continue the focus on Consolidated Plan high priorities for the 2018/19 Action Plan.

All of the public services activities were completed by June 2018.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

INSERT PUBLIC COMMENTS HERE

Outreach efforts for the Action Plan included (1) holding a discussion with the Woodland City Council at the January 16, 2018 council meeting to discuss funding priorities for FY 2018/19 Action Plan, (2) emailing a notice of funding availability (and schedule for FY 2018/19 Action Plan schedule, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, and priority rankings from Woodland's 2015-19 Consolidated Plan) to current and previous CDBG subrecipients and other interested parties (30 nonprofits, government agencies, and other parties); (3) having the NOFA forwarded to members of the local continuum of care (Yolo County Homeless and Poverty Action Coalition); (4) posting the NOFA and other attachments from the NOFA email on the City's website; (5) noticing a February 26 workshop/public meeting for prospective applicants and the general public in the February 15 edition of the Woodland Daily Democrat newspaper; (6) holding the February 26 workshop/public meeting at the Woodland Community and Senior Center (2001 East Street); (7) emailing the FY 2018/19 CDBG applicants to provide the funding recommendations from the City's CDBG Review Panel and notify applicants of a June 21 public meeting to obtain public comments on the applications submitted and the review panel's recommendations; (8) noticing the June 21 public meeting in the June 6 edition of the Daily Democrat in Spanish and English;

(9) holding the June 21 public meeting at the Woodland Community and Senior Center; (10) noticing the availability of the draft FY 2018/19 Action Plan and the City Council's July 17 public hearing on the Action Plan in the July 3 edition of the Daily Democrat; (11) posting the draft FY 2018/19 Action Plan to the City's website; (12) emailing members of the local continuum of care care (HPAC) on the availability of the draft FY 2018/19 Action Plan and the City Council's July 17 public hearing on the Action Plan; and (13) holding a July 17 public hearing before the City Council to receive comments on the draft FY 2018/19 Action Plan.

5. Summary of public comments

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

PROVIDE COMMENTS HERE

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

PROVIDE RESPONSE

7. Summary

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

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

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

Agency Role	Name	Department/Agency
CDBG Administrator		Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Dan Sokolow, Senior Planner

Community Services Department

City of Woodland

2001 East Street

Woodland, CA 95776

530.661.5927

dan.sokolow@cityofwoodland.org

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

1. Introduction

The City of Woodland consults and partners with a numberof public and private sector entities on programs/projects that address the needs of low- and moderate-income individuals and families.

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

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

Housing

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

Homelessness

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

Other Community Development Needs

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

Public Services

- Provide emergency food, shelter and mental health services to over 5,000 homeless individuals or those "at-risk" of homelessness over the next 5 years in an effort to address the reason for homelessness and reduce the number of unsheltered homeless.
- Continue to support youth programs with the assistance of local agencies to primarily benefit very low-, low- and moderate-income youth and families as a means of improving the quality of life and prevent youth from engaging in criminal activity or substance abuse. Assist approximately 50 Woodland residents annually over the next 5 years.
- Continue to support health services with the assistance of local agencies to primarily benefit very low-, low-, and moderate-income individuals and families, and special needs populations such as victims of domestic violence, the homeless and mentally ill. Assist approximately 300 Woodland residents annually over the next 5 years to improve the quality of life for low- and moderate-income persons with added health programs or services that would otherwise be unavailable.
- Partner with local agencies through participation on the Workforce Investment Board to provide job training or other employment-like services to assist low- and moderate-income individuals in obtaining a new job.
- Establish a Neighborhood Revitalization Area if found to be feasible in order to improve the quality of life in a low- and moderate income neighborhood in a strategic collaborative effort.

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

The City of Woodland is a member of the local Continuum of Care, Yolo County Homeless and Poverty Action Coalition (or HPAC), and participates in HPAC meetings or other meetings convened by HPAC members to discuss and seek solutions for homeless issues. The City in partnership with Woodland-based nonprofit Fourth & Hope (formerly known as the Yolo Wayfarer Center) applies for Federal Continuum of Care (CoC) grant funds on an annual basis. The scope and purpose of the grant applications submitted by the City are coordinated with Fourth & Hope and reviewed/approved by HPAC. HUD this year awarded the City three CoC renewal grants for permanent supportive housing projects. The City's subrecipient for the PSH grants, Fourth & Hope, will use the funding to assist homeless individuals and families.

The City participates in the Countywide Homeless Coordination Project with Yolo County and the other cities located in Yolo County. (All cities in the county and Yolo County are members of the local Continuum of Care, HPAC.) This effort funds a countywide homeless programs manager and the cold weather shelter (Yolo Wayfarer Center) located in Woodland. The City provides funding on annual basis. Recently, the agreement for the Countywide Homeless Coordination Project was renewed for three years (FY 2018/19 - 2020/21).

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

The City of Woodland is a member of the local Continuum of Care, Yolo County Homeless and Poverty Action Coalition (or HPAC), and participates in HPAC meetings or other meetings convened by HPAC members to discuss and seek solutions for homeless issues. The City takes part in HPAC discussions/decisions on prioritizing ESG funding and how the local ESG competition is structured. The City does not provide direct services to the homeless and therefore does not report data in HMIS. However, multiple HPAC members use HMIS and the City participates in discussions/decisions through HPAC Data Subcommittee on how HIMIS data is recorded and shared with other HMIS users in order to more efficiently deliver services to the homeless.

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

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Yolo County Health and Human Services Agency
	Agency/Group/Organization Type	Services-Health Services-Employment Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City plans to partner with the Yolo County Health and Human Services Agency, the Woodland faith community, and the Yolo Wayfarer Center on a winter homeless shelter for early 2019. The shelter will be housed at one or more places of worship in Woodland. In addition, the City meets regularly with Yolo County HHSA and Yolo County Administration to discuss and plan efforts for services/projects to address the chronically homeless in Woodland.

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

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

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

Outreach efforts for the Action Plan included (1) holding a discussion with the Woodland City Council at the January 16, 2018 council meeting to discuss funding priorities for FY 2018/19 Action Plan, (2) emailing a notice of funding availability (and schedule for FY 2018/19 Action Plan schedule, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, and priority rankings from Woodland's 2015-19 Consolidated Plan) to current and previous CDBG subrecipients and other interested parties (approximately 30 nonprofits, government agencies, and other parties); (3) having the NOFA forwarded to members of the local continuum of care (Yolo County Homeless and Poverty Action Coalition); (4) posting the NOFA and other attachments from the NOFA email on the City's website; (5) noticing a February 26 workshop/public meeting for prospective applicants and the general public in the February 15 edition of the Woodland Daily Democrat newspaper; (6) holding the February 26 workshop/public meeting at the Woodland Community and Senior Center (2001 East Street); (7) emailing the FY 2018/19 CDBG applicants to provide the funding recommendations from the City's CDBG Review Panel and notify applicants of a June 21 public meeting to obtain public comments on the applications submitted and the review panel's recommendations; (8) noticing the June 21 public meeting in the June 6 edition of the Daily Democrat in Spanish and English; (9) convening the June 21 public meeting at the Woodland Community and Senior Center; (10) noticing the availability of the draft FY 2018/19 Action Plan and the City Council's July 17 public hearing on the Action Plan in the July 3 edition of the Daily Democrat; (11) posting the draft FY 2018/19 Action Plan to the City's website; (12) emailing members of the local continuum of care (HPAC) on the availability of the draft FY 2018/19 Action Plan and the City Council's July 17 public hearing on the Action Plan; and (13) holding a July 17 public hearing before the City Council to receive comments on the draft FY 2018/19 Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

For FY 2018/19, a total of $504,328 in CDBG funds (allocation amount) will be available for construction and public service activities. These funds will be leverage with approximately $715,257 in non-federal funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	504,328	0	2,810	507,138	470,000	The City's FY 2018/19 allocation is $504,328 and the City is also using $2,810 in prior year funds for FY 2018/19 construction activities. The amount of CDBG funds available for the remainder of the Consolidated Plan period is $470,000.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Competitive McKinney-Vento Homeless Assistance Act	public - federal	Housing	0	0	0	0	0	In early 2018, the U.S. Department of Housing and Urban Development notified the City the it had been awarded three renewal grants through HUD's 2017 (payment year 2018/19) Continuum of Care Program Competition. The City and the nonprofit organization Fourth and Hope partnered to submit the grant applications: Reallocation from Transitional Housing to Permanent Supportive Housing (PSH), Consolidated Permanent Supportive Housing for Chronically Homeless, and Bonus Project Permanent Supportive Housing for Chronically Homeless. All the grant projects will provided permanent supportive housing for homeless families and individuals.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
General Fund	public - local	Housing	20,000	0	0	20,000	20,000	The City participates in the Countywide Homeless Coordination Project with Yolo County and the other cities located in Yolo County. (All cities in the county and Yolo County are members of the local Continuum of Care, HPAC.) This effort partially funds Yolo County Homeless Services Manager position and the operation of the cold weather shelter (Yolo Wayfarer Center emergency shelter) located in Woodland. The City funds the project on annual basis. In 2018, the agreement was renewed for a three-year period (FY 2018/19 – 2022/21).

Table 5 - Expected Resources – Priority Table

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

FY 2018/19 CDBG funds will be leveraged with approximately $715,257 in non-federal funds for the following construction and public service activities.

<u>Construction Activities</u>:

Yolo Wayfarer Center, Shelter Courtyard Phase 2 - $25,100.29

<u>Public Services Activities</u>:

Legal Services of Northern California's Fair Housing Services - $1,200

Empower Yolo's Shelter Services - $100,657

Yolo Community Care Continuum's New Dimensions Supported Housing - $40,000

Yolo Wayfarer Center's Emergency Shelter Services - $188,000

City of Woodland, Social Services Manager - $115,000

Short Term Emergency Committee's Woodland Homeless Prevention Program - $37,800

Meals on Wheels Yolo County's Home Delivered Meals Program - $30,000

Northern California Children's Therapy Center's Project HOPE - $157,500

Yolo County Children's Alliance's Woodland MediCal & CalFresh Enrollment & Retention - $20,000

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

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 6 – Goals Summary

Goal Descriptions

Projects

AP-35 Projects – 91.220(d)

Introduction

The City's Action Plan will fund infrastructue and public services activities for the Woodland community's low- and moderate-income residents. The infrastructure activities increase capacity or repair/replace infrastructure to meet current standards and they include the Yolo Community Care Continuum's Safe Harbor (rehabilitation of 24-7 crisis residential facility that serves very low income individuals with mental illness and prevents them from becoming homeless), Yolo Wayfarer Center's Shelter Courtyard Phase 2 (enclosing courtyard area at homeless shelter to provide supportive services and expanding homeless day services operation), and City of Woodland's ADA Accessibility Program (construction of ADA compliant curb ramps, sidewalks, and driveways).

Public services activities activities that benefit low- and moderate-income households and individuals will be available on a citywide basis to income-eligible households and they include Legal Services of Northern California's Fair Housing Services (fair housing services), Empower Yolo's Shelter Services (emergency shelter for victims of domestic violence, sexual assault, stalking, and trafficking), Yolo Community Care Continuum's New Dimensions Supported Housing (housing/supportive services for adults with mental illness), Yolo Wayfarer Center's Emergency Shelter Services (emergency shelter services for homeless families and individuals), City of Woodland's Social Services Manager position (addressing community social service needs, including at-risk youth and individuals and families that are homeless or at risk of homlessness), Short Term Emergency Aid Committee's Woodland Homeless Prevention Program (eviction prevention for low income residents), Short Term Emergency Aid Committee's Woodland Homeless Prevention Program (eviction prevention for low income residents), Meals on Wheels Yolo County's Home Delivered Meals Program (home delivered meals to low income seniors), Northern California Children's Therapy Center (health care access for special needs children through early intervention), and Yolo County Children's Alliance's MediCal & CalFresh Enrollment & Retention (enrollment of families in MediCal and CalFresh).

Projects

#	Project Name
1	Yolo Community Care Continuum, Safe Harbor
2	Yolo Wayfarer Center, Shelter Courtyard Phase 2
3	City of Woodland, ADA Accessibility Program
4	Legal Services of Northern California, Fair Housing Services
5	Empower Yolo, Shelter Services
6	Yolo Community Care Continuum, New Dimensions Supported Housing
7	Yolo Wayfarer Center, Emergency Shelter Services

#	Project Name
9	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program
10	Meals on Wheels Yolo County, Home Delivered Meals Program
11	Northern California Children's Therapy Center, Project HOPE
12	Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention
13	City of Woodland, Social Services Manager
14	CDBG Administration

Table 7 - Project Information

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

<u>Construction Activities</u>:

Yolo Community Care Continuum, Safe Harbor - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this activity will rehabilitate a facility that offers 24-7 crisis residential services to Woodland residents who are experiencing a mental health crisis.

Yolo Wayfarer Center, Shelter Courtyard Phase 2 - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this activity will enclose a courtyard area to create conditioned space that will be used to increase day services for clients.

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

<u>Public Service Activities</u>:

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

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

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

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

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

Meals on Wheels Yolo County, Home Delivered Meals Program - Emergency food and shelter for the homeless and at risk homeless is a Consolidated Plan high priority and this program will provide daily hot meals for low income seniors.

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

Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention - YCCA will provide Medical and CalFresh enrollment, retention, and navigation services for low income families in Woodland.

City of Woodland, Social Services Manager - The Social Services Manager will address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Yolo Community Care Continuum, Safe Harbor
	Target Area	
	Goals Supported	
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: $70,000
	Description	YCCC operates Safe Harbor, a facility that offers 24-7 crisis residential services to Woodland residents who are experiencing a mental health crisis. CDBG funds will be used to repair some exterior building fixtures, rehabilitate internal spaces that do not meet licensing requirements, and provide efficiency upgrades to reduce the operating costs of delivering services.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The existing facility was construction in 2006. A total of 4,000 persons have bee served by Safe Harbor since 2006. It is estimated that 250 who are experiencing a mental health crisis will be served by the facility.
	Location Description	
	Planned Activities	YCCC operates Safe Harbor, a facility that offers 24-7 crisis residential services to Woodland residents who are experiencing a mental health crisis. CDBG funds will be used to repair some exterior building fixtures, rehabilitate internal spaces that do not meet licensing requirements, and provide efficiency upgrades to reduce the operating costs of delivering services.
2	**Project Name**	Yolo Wayfarer Center, Shelter Courtyard Phase 2
	Target Area	
	Goals Supported	
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: $70,000
	Description	The Yolo Wayfarer Center is the emergency homeless shelter located in Woodland. CDBG funds will be used to enclose a courtyard area and create a medical exam room. The newly conditioned space, 780 square feet, will allow the shelter to provide clients with access to shows, laundry, medical services, and other supportive services (life skills classes, case management, etc.) in a day shelter setting.

	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Yolo Wayfarer Center estimates that 100 homeless individuals will be served by the day shelter facility on a daily basis.
	Location Description	
	Planned Activities	The Yolo Wayfarer Center is the emergency homeless shelter located in Woodland. CDBG funds will be used to enclose a courtyard area and create a medical exam room. The newly conditioned space, 780 square feet, will allow the shelter to provide clients with access to shows, laundry, medical services, and other supportive services (life skills classes, case management, etc.) in a day shelter setting.
3	**Project Name**	City of Woodland, ADA Accessibility Program
	Target Area	
	Goals Supported	
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	:
	Description	CDBG funds will be used to design and construct improvements at approximately 13 locations in Woodland including ADA compliant curb ramps, sidewalks, and driveways.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The ADA improvements (curb ramps, sidewalks, and driveways) are located at various areas of Woodland. It is estimated that 300 individuals will benefit from the improvements.
	Location Description	
	Planned Activities	CDBG funds will be used to design and construct improvements at approximately 13 locations in Woodland including ADA compliant curb ramps, sidewalks, and driveways.
4	**Project Name**	Legal Services of Northern California, Fair Housing Services
	Target Area	
	Goals Supported	

	Needs Addressed	Fair Housing Services
	Funding	CDBG: $10,000
	Description	Legal Services of Northern California's (LSNC) fair housing services include phone and in-person consultations with City of Woodland residents who contact LSNC with housing complaints. LSNC attorneys advise clients with fair housing issues of their rights under fair housing laws. LSNC attorneys also pursue reasonable accommodations, where appropriate, and assist clients in filing complaints with Housing and Urban Development (HUD) and the Department of Fair Employment and Housing (DFEH) when the issue cannot be resolved informally. LSNC also maintains its Fair Housing Resources webpage (lsnc.net/fair housing-resources/) to reflect the current resources and services available to City of Woodland consumers. In addition, LSNC provides an annual fair housing workshop in collaboration with the City and Yolo County Housing, with speakers from HUD and/or the DFEH.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Legal Services of Northern California estimates that 100 individuals who are mostly low and very low income will benefit from the proposed activities.
	Location Description	
	Planned Activities	Legal Services of Northern California's (LSNC) fair housing services include phone and in-person consultations with City of Woodland residents who contact LSNC with housing complaints. LSNC attorneys advise clients with fair housing issues of their rights under fair housing laws. LSNC attorneys also pursue reasonable accommodations, where appropriate, and assist clients in filing complaints with Housing and Urban Development (HUD) and the Department of Fair Employment and Housing (DFEH) when the issue cannot be resolved informally. LSNC also maintains its Fair Housing Resources webpage (lsnc.net/fair housing-resources/) to reflect the current resources and services available to City of Woodland consumers. In addition, LSNC provides an annual fair housing workshop in collaboration with the City and Yolo County Housing, with speakers from HUD and/or the DFEH.
5	**Project Name**	Empower Yolo, Shelter Services
	Target Area	

	Goals Supported	
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: $8,000
	Description	Empower Yolo operates the only shelter in Yolo County that specifically provides services to victims of domestic violence, sexual assault, stalking, and trafficking. The shelter provides a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. During the course of their stay, every adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care. Programs offered at the shelter include case management, safety planning, weekly goal-setting and process groups, parenting classes, economic empowerment, life skills development, art therapy and domestic violence education and support groups. The shelter provides individual on-site therapy to the residents at the shelter, as well as on-site legal and restraining order assistance, as needed.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Empower Yolo estimates that 35 individuals and their families will benefit from the proposed activities.
	Location Description	
	Planned Activities	Empower Yolo operates the only shelter in Yolo County that specifically provides services to victims of domestic violence, sexual assault, stalking, and trafficking. The shelter provides a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. During the course of their stay, every adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care. Programs offered at the shelter include case management, safety planning, weekly goal-setting and process groups, parenting classes, economic empowerment, life skills development, art therapy and domestic violence education and support groups. The shelter provides individual on-site therapy to the residents at the shelter, as well as on-site legal and restraining order assistance, as needed.

6	**Project Name**	Yolo Community Care Continuum, New Dimensions Supported Housing
	Target Area	
	Goals Supported	
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: $9,000
	Description	CDBG funds will be used to provide individualized services to residents of the New Dimensions Supportive Housing Project operated by the Yolo Community Care Continuum, a 15-unit affordable project for adults at risk of mental illness. Services will be provided also to mentally ill adults residing at YCCC's facilities located at 139 and 141 Elliot Street, 166 College Street, and 582 Kentucky Avenue. Services include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Yolo Community Care Continuum estimates that 29 adults with mental illnesses will benefit from the proposed activities.
	Location Description	
	Planned Activities	CDBG funds will be used to provide individualized services to residents of the New Dimensions Supportive Housing Project operated by the Yolo Community Care Continuum, a 15-unit affordable project for adults at risk of mental illness. Services will be provided also to mentally ill adults residing at YCCC's facilities located at 139 and 141 Elliot Street, 166 College Street, and 582 Kentucky Avenue. Services include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents.
7	**Project Name**	Yolo Wayfarer Center, Emergency Shelter Services
	Target Area	
	Goals Supported	
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	:

	Description	The Yolo Wayfarer Center operates a dormitory style emergency shelter for up to 65 individuals including families daily. The program requires accountability and offers three nutritious meals a day, counseling, mailbox services, showers, laundry facilities, substance abuse education groups, and case management. Assistance accessing mainstream benefit programs, as well as job and housing search assistance is provided. Guests after ten days are required to make progress on their personal development plan. This includes classes in life skills, health, and employment and housing readiness. The program's meals component is also open to the general public, serving all individuals and families in the community that are experiencing food insecurity.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The Yolo Wayfarer Center estimates that 100 very low income homeless individuals will benefit from the proposed activities.
	Location Description	
	Planned Activities	The Yolo Wayfarer Center operates a dormitory style emergency shelter for up to 65 individuals including families daily. The program requires accountability and offers three nutritious meals a day, counseling, mailbox services, showers, laundry facilities, substance abuse education groups, and case management. Assistance accessing mainstream benefit programs, as well as job and housing search assistance is provided. Guests after ten days are required to make progress on their personal development plan. This includes classes in life skills, health, and employment and housing readiness. The program's meals component is also open to the general public, serving all individuals and families in the community that are experiencing food insecurity.
8	**Project Name**	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program
	Target Area	
	Goals Supported	
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: $8,000

	Description	The Short Term Emergency Aid Committee's Woodland Homeless Prevention Program will provide emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. The goal is to help low-income individuals and families with emergencies pay for rent to prevent them from being evicted. In addition, the program will pay for first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The Short Term Emergency Aid Committee estimates that 69 individuals will benefit from the proposed activities.
	Location Description	
	Planned Activities	The Short Term Emergency Aid Committee's Woodland Homeless Prevention Program will provide emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. The goal is to help low-income individuals and families with emergencies pay for rent to prevent them from being evicted. In addition, the program will pay for first month's rent to help low-income Woodland individuals and families move into permanent, long-term housing.
9	**Project Name**	Meals on Wheels Yolo County, Home Delivered Meals Program
	Target Area	
	Goals Supported	
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: $10,649
	Description	Meals on Wheels Yolo County's Home Delivered Meals to Low Income Seniors includes a hot nutritious meal delivered each weekday to low income senior citizens, a daily safety check-in, monthly printed materials on senior-specific nutrition, and quarterly personalized assessment of needs.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	Meals on Wheels Yolo County estimates that 125 senior citizens will benefit from the proposed activities.
	Location Description	
	Planned Activities	Meals on Wheels Yolo County's Home Delivered Meals to Low Income Seniors includes a hot nutritious meal delivered each weekday to low income senior citizens, a daily safety check-in, monthly printed materials on senior-specific nutrition, and quarterly personalized assessment of needs.
10	**Project Name**	Northern California Children's Therapy Center, Project HOPE
	Target Area	
	Goals Supported	
	Needs Addressed	Health Services
	Funding	CDBG: $6,000
	Description	Project Hope is a unique and specially developed program to provide health care access for special needs children through early intervention, socialization, and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence. Services provided through this program are directed toward children who are uninsured or underinsured and otherwise lack access to health care.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The Northern California Children's Therapy Center estimates that 100 children will benefit from the proposed activities.
	Location Description	

	Planned Activities	Project Hope is a unique and specially developed program to provide health care access for special needs children through early intervention, socialization, and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence. Services provided through this program are directed toward children who are uninsured or underinsured and otherwise lack access to health care.
11	**Project Name**	Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention
	Target Area	
	Goals Supported	
	Needs Addressed	Health Services
	Funding	CDBG: $6,000
	Description	The Yolo County Children's Alliance will provide MediCal and CalFresh enrollment, retention, and navigation services for low income families in Woodland. YCCA provides bi-lingual, bi-cultural, friendly, patient, and in-person service in order to walk people through the enrollment process. Once clients are enrolled, YCCA follows up to make sure that clients understand their benefits and how to use them, including helping them connect to the actual health and food services in the Woodland community.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The Yolo County Children's Alliance estimates that it will enroll and retain 140 Woodland residents in health insurance (primarily MediCal and Covered CA), enroll and retain 60 Woodland residents in CalFresh, and provide navigation assistance to at least 100 Woodland residents.
	Location Description	
	Planned Activities	The Yolo County Children's Alliance will provide Medical and CalFresh enrollment, retention, and navigation services for low income families in Woodland. YCCA provides bi-lingual, bi-cultural, friendly, patient, and in-person service in order to walk people through the enrollment process. Once clients are enrolled, YCCA follows up to make sure that clients understand their benefits and how to use them, including helping them connect to the actual health and food services in the Woodland community.
	Project Name	City of Woodland, Social Services Manager

12	**Target Area**	
	Goals Supported	
	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: $6,000 General Fund: $100,000
	Description	The Social Services Manager will address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth. The Social Services Manager will consult, refer cases, and work actively with government agencies and private partners/community groups. The position will participate in homeless coordinated entry case conferences and meetings of the multi-disciplinary team for homelessness intervention. The position is also expected to refer individuals and families to appropriate community resources, perform case management duties for individuals and provide service referrals to social service providers for at-risk youth and individuals/families who are homeless or at risk of homelessness.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	It is esimated that 70 individuals will benefit from the proposed activities.
	Location Description	
	Planned Activities	The Social Services Manager will address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth. The Social Services Manager will consult, refer cases, and work actively with government agencies and private partners/community groups. The position will participate in homeless coordinated entry case conferences and meetings of the multi-disciplinary team for homelessness intervention. The position is also expected to refer individuals and families to appropriate community resources, perform case management duties for individuals and provide service referrals to social service providers for at-risk youth and individuals/families who are homeless or at risk of homelessness.
13	**Project Name**	CDBG Administration
	Target Area	
	Goals Supported	

	Needs Addressed	Public Services - Emergency Food & Shelter
	Funding	CDBG: $100,865
	Description	Funding will used for the administration of the City of Woodland's CDBG Program.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A - CDBG funds will be used for administration of the CDBG program.
	Location Description	
	Planned Activities	Funding will used for the administration of the City of Woodland's CDBG Program.

AP-50 Geographic Distribution – 91.220(f)

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

The following activities are located in low-moderate income Census Tract Block Groups; however, these activities are available on a citywide basis to income-eligible households.

1. Yolo Wayfarer Center, Shelter Courtyard Phase 2

2. Yolo Wayfarer Center, Emergency Shelter

3. Legal Services of Northern California, Fair Housing Services

4. Yolo Community Care Continuum, New Dimensions Supported Housing

5. Meals on Wheels Yolo County, Home Delivered Meals Program

6. Yolo County Children's Alliance Woodland MediCal & CalFresh Enrollment & Retention

The distribution of minority persons throughout the City does not include any concentrations. A concentrationis defined as 51 percent or more. The Black population does not exceed 5 percent in any one Census Tract Block Group while two block groups have Asian populations that exceed 15 percent. In both instances, the Asian population is less than 20 percent. Based on the 2011 - 2015 American Community Survey 5 Year Estimates, the Hispanic or Latino population is nearly half of the City's population at 47.4 percent.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In FY 2018/19, the City will use CDBG funds to provide affordable housing assistance through the following activities.

1. Yolo Community Care Continuum, Safe Harbor (rehabilitation of facility that provide 24-7 crisis residential services to Woodland residents who are experience a mental health crisis)

2. Yolo Wayfarer Center, Shelter Courtyard Phase 2 (construction of improvements to increase day services for homeless clients at emergency homeless shelter)

3. Empower Yolo, Shelter Services (construction of improvements to increase day services for homeless clients)

4. Yolo Community Care Continuum, New Dimensions Supported Housing (supportive housing for adults with mental illnesses who are at-risk of homelessness)

5. Yolo Wayfarer Center, Emergency Shelter Services (emergency shelter for victims of domestic violence, sexual assault, stalking, and trafficking)

6. Short Term Emergency Committee, Woodland Homeless Prevention Program (emergency cash assistance for overdue rent in order to prevent evictions and first month's rent to help individuals and families move into permanent, long-term housing)

The following activity addresses affordable housing assistance and the City's assistance is funded through non-CDBG resources.

7. Mutual Housing Phase 2 (construction of 39 farm worker housing units with $1,500,000 in loan assistance from the City of Woodland; City loan is funded through affordable housing in-lieu fees and Spring Lake Off Site affordable housing fees)

8. 180 West Beamer Street (construction of 80-unit affordable housing development including 32 permenanet supportive housing units with these units reserved for the homeless and persons with disabilities; the City processed a general plan amendment and other entitlements to facilitate the project which will be completed in August 2018)

One Year Goals for the Number of Households to be Supported	
Homeless	135
Non-Homeless	69
Special-Needs	29
Total	233

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	118
Rehab of Existing Units	14
Acquisition of Existing Units	0
Total	132

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

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

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

For FY 2018/19, the City is using CDBG funds for the Short Term Emergency Aid Committee's Woodland Homeless Prevention Program. This effort provides emergency cash assistance for overdue rents in order to prevent evictions for low-income Woodland residents. The goal is to help low-income individuals and families with emergencies pay for rent to keep them from being evicted.

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

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

Yolo County Housing (YCH) is governed by a board of commissioners separate from the City of Woodland's jurisdiction. Two of the commissioners are residents of YCH developments which includes public housing facilities and other low income developments. A public housing residents group meets on a quarterly basis to discuss issues affecting public housing residents and provide YCH management with input. While the City of Woodland is not involved in the governance or oversight of YCH and its public housing program, City programs including recreation scholarships, first time homebuyer loan assistance, and the Rec2Go (mobile recreation van) are available to public housing residents.

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

provided or other assistance

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

Discussion

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

Introduction

Consistent with goals of HUD, the City has identified the following Consolidated Plan goals (FY 2015 - 2019) to assist homeless persons or prevent people from becoming homeless again.

- Promote the development of affordable housing in the City to meet the needs of very-low and low to moderate-income households as outlined in the 2013 - 2021 General Plan Housing Element.
- Continue to support programs to address the need for emergency and transitional housing.
- Continue to support programs to transition homeless persons to permanent housing.
- Continue to support programs for the prevention of homelessness.
- Continue to support Emergency food and shelter for the homeless and at risk homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Homeless persons will be assisted through the following activities.

Yolo Community Care Continuum, Safe Harbor - This activity will rehabilitate a facility that offers 24-7 crisis residential services to Woodland residents who are experiencing a mental health crisis.

Yolo Wayfarer Center, Shelter Courtyard Phase 2 - This activity will enclose a courtyard area to create conditioned space that will be used to increase day services for homeless individuals.

Empower Yolo, Shelter Services - This activity will support staffing for an emergency shelter that serves victims of domestic violence, sexual assault, and stalking, and trafficking.

Yolo Community Care Continuum, New Dimensions Supported Housing - This activity provides housing for adults at-risk of homlessness who have mental illnessess.

Yolo Wayfarer Center, Emergency Shelter Services - This activity offers shelter for up to 68 persons (singles and families) and provides daily breakfast, packed lunches, dinner meals, counseling, mailbox services, showers, laundry facilities, employment training, a literacy program, substance abuse education groups, case mangement, assistance accessing mainstream benefit programs, and assistance conducting job/housing searches. YWC received Federal Emergency Solutions Grant Program funding for outeach and case management. A portion of the ESG staffing will be provided at the shelter.

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - This activity provides cash assistance to prevent individuals from being evicted and assists the homeless obtain housing through rental assistance.

City of Woodland, Social Services Manager - The Social Services Manager will address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth.

The City participates in the Countywide Homeless Coordination Project with Yolo County and the other cities in Yolo County to fund a countywide homeless programs manager and the cold weather shelter (Woodland's Yolo Wayfarer Center). The City provides annual funding for the project. In addition, the City will be partnering with Woodland's faith community, YWC, and Yolo County to operate a temporary overnight shelter during the winter period in order to increase the capacity of YWC's emergency homeless shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

Homeless persons will be assisted through the following activities.

Yolo Community Care Continuum, Safe Harbor - This activity will rehabilitate a facility that offers 24-7 crisis residential services to Woodland residents who are experiencing a mental health crisis.

Yolo Wayfarer Center, Shelter Courtyard Phase 2 - This activity will enclose a courtyard area to create conditioned space that will be used to increase day services for homeless individuals.

Empower Yolo, Shelter Services - This activity will support staffing for an emergency shelter that serves victims of domestic violence, sexual assault, and stalking, and trafficking.

Yolo Community Care Continuum, New Dimensions Supported Housing - This activity provides housing for adults at-risk of homlessness who have mental illnessess.

Yolo Wayfarer Center, Emergency Shelter Services - This activity offers shelter for up to 68 persons (singles and families) and provides daily breakfast, packed lunches, dinner meals, counseling, mailbox services, showers, laundry facilities, employment training, a literacy program, substance abuse education groups, case mangement, assistance accessing mainstream benefit programs, and assistance conducting job/housing searches. YWC received Federal Emergency Solutions Grant Program funding for outeach and case management. A portion of the ESG staffing will be provided at the shelter.

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - This activity provides cash assistance to prevent individuals from being evicted and assists homeless persons obtain housing through rental assistance.

City of Woodland, Social Services Manager - The Social Services Manager will address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth.

The City participates in the Countywide Homeless Coordination Project with Yolo County and the other cities in Yolo County to fund a countywide homeless programs manager and the cold weather shelter (Woodland's Yolo Wayfarer Center). The City provides annual funding for the project. In addition, the City will be partnering with Woodland's faith community, YWC, and Yolo County to operate a temporary overnight shelter during the winter period in order to increase the capacity of YWC's emergency homeless shelter.

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

HUD in 2018 awarded the City three 2017 Continuum of Care Competition grant renewals for permanent supporting housing projects: Reallocation from Transitional Housing to Permanent Supportive Housing, Consolidated Permanent Supportive Housing for Chronically Homeless, and Bonus Project Permanent Supportive Housing for Chronically Homeless. The City's subrecipient, the Yolo Wayfarer Center, will use the grant funds to provide permanent supportive housing for homeless individuals and families. The Action Plan includes funding for the Short Term Emergency Aid Committee to assist homeless persons obtain housing through rental assistance.

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

Homeless prevention and related assistance will be provided through the following activities.

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - This activity provides cash assistance to prevent individuals from being evicted and assists homeless persons obtain housing through rental assistance.

Legal Services of Northern California, Fair Housing Services - This activity provides free information and advice on fair housing issues, case intake and complaint processing, and investigation of alleged fair housing violations. In addition, Legal Services holds a fair housing conference annually in April open to tenants and landlords.

Yolo County Children's Alliance, Woodland MediCal & CalFresh Enrollment & Retention - This activity assists families and individuals access health insurance and the CalFresh program. Staff is bi-lingual and bi-cultural to serve a diverse clientele. Once clients are enrolled, staff follows up with clients to make sure they understand their benefits and how to use them, including helping them to connect to the actual health and food services in their community.

Discussion

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

The Woodland City Council on June 20, 2017 approved a $1,500,000 loan commitment for Mutual Housing California's Phase 2 affordable housing project. This affordable housing development will result in the construction of 39 farmworker units for primarily very low income families. The City disbursed $1,200,000 in loan funds in March 2018 and construction began the following month. An additional $300,000 will be disbursed when the construction financing is converted to permanent financing. Construction of the project is exected to be complete in May/June 2019 and occupancy will begin shortly afterwards. Construction of the 180 W. Beamer Street apartments will be completed in August 2018. This 80-unit affordable housing development includes 32 supportive housing units reserved for the homeless and the disabled. The City processed a general plan amendment and other entitlements to facilitate the project.

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

Housing Development Costs - City staff works with developers to address funding gaps and offers loan assistance when funds are available for affordable housing rental developments. In addition, deferrals of development impact fees are also available on a case-by-case basis for affordable rental developments. As part of the City's Inclusionary Housing Program, development impact fees for affordable units built concurrently with the market units are eligible for fee deferrals and plan check/building permit fees waivers.

Residential Densities - As part of the 2035 General Plan Update, which was approved by the City on May 16, 2017, densities were increased to support residental development.

1. The Medium Density Residential range was increased from 8.0 – 15.0 dwelling units per acre to 8.1-19.9 dwelling units per acre.

2. The High Density Residential range was increased from 16.0 - 25.0 dwelling units per acre to 20.0 - 40.0 dwelling units per acre.

3. The Downtown Mixed Use range was increased from 16.0 - 25.0 dwelling units per acres to no

maximum dwelling units per acre.

4. A Corridor Mixed Use desigation was added with a density range of 20 - 40 dwelling units per acre.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Woodland will continue efforts to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

Communication and contact between social service, housing, and economic development service providers is effective and continues to improve. Information and referral services are provided in response to citizen inquiries. CDBG staff maintains an agency referral list for affordable housing, fair housing, clothing, emergency shelter, food, health care coverage and services, homeless prevention, substance abuse treatment, utility assistance, and veterans' programs and often provides referral information for affordable housing rentals, first time hombuyer loan assistance, and fair housing issues.

Actions planned to foster and maintain affordable housing

The City continues to explore opportunities to develop affordable housing through collaborative efforts with both for-profit and non-profit developers. The City will also continue creating affordable housing through its Inclusionary Housing Program. Specific actions that the City will take during the Action Plan include the following.

1. The City offers a first time homebuyer loan assistance program for low income families. The program provides low interest (3% simple), deferred payment loans.

2. City staff will monitor the current inventory of affordable units to ensure that the affordability restrictions are being met. Activities will include on-site monitoring visits to rental projects, desk reviews of other rental projects, and mailings to owner-occupied affordable units to verify continued residency.

3. The Action Plan includes funding to assist the Yolo Community Care Continuum, Safe Harbor Rehabilitation. This activity will rehabilitate a facility that provides 24-7 crisis residential services to Woodland residents who are experiencing a mental health crisis.

4. The Action Plan includes funding to assist the Yolo Community Care Continuum, New Dimensions Supporting Housing and the Short Term Emergency Aid Committee, Woodland Homeless Prevention Program.

5. The Woodland City Council on June 20, 2017 approved a $1,500,000 loan commitment for Mutual

Housing California's Phase 2 affordable housing project. This affordable housing development will result in the construction of 39 farmworker units for primarily very low income families. The City disbursed loan funds of $1,200,000 in March 2018 and construction began the following month. An additional $300,000 will be disbursed when the construction financing is converted to permanent financing. Construction of the project is expected to be complete in May/June 2019.

6. Construction of the 180 W. Beamer Street Apartments will be completed in August 2018. This 80-unit affordable housing development includes 32 supportive housing units reserved for the homeless and the disabled. The City processed a general plan amendment and other land use entitlements to facilitate the project.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead-based paint hazards.

1. Require all CDBG-funded construction projects to comply with HUD lead-based paint hazard reduction requirements.

2. Provide technical assistance to people undertaking home improvement projects to avoid exposure to lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The City is working on efforts to increase services and housing for the homeless. Along these lines, the City established a social services manager position this year to address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth.

Actions planned to develop institutional structure

The City will continue to improve coordination and eliminate gaps in the institutional structure. The City works regularly with Yolo County Housing (Housing Authority) on affordable housing and related areas. In addition, the City continues to improve communication between City departments and divisions, including Building/Code Enforcement, Finance, Development Engineering, Planning, Public Works, Police, and Community Services.

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

Working with the following local service providers, the City plans to support public services to address the needs of extremely low and low income households to promote self-sufficiency. In addition, the City will continue its participation in the local Continuum of Care, Yolo County Housing and Poverty Action

Coalition.

Legal Services of Northern California, Fair Housing Services

Empower Yolo, Shelter Services (emergency shelter for victims of domestic violence, sexual assault, stalking, and trafficking)

Yolo Community Care Continuum, New Dimensions Supported Housing (supportive housing for adults at risk of homelessness who have mental illness)

Yolo Wayfarer Center, Emergency Shelter Services

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program

Meals on Wheels Yolo County, Home Delivered Meals Program (meals delivered to very low and low income senior citizens)

Northern California Children's Therapy Center, Project Hope for Children (early intervention therapy programs to special needs children)

Yolo County Children's Alliance, Woodland MediCal & CalFresh Enrollment & Retention

City of Woodland, Social Services Manager (addressing citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth)

Discussion:

Program Specific Requirements

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

Introduction:

The 2015-19 Consolidated Plan includes the following goals for housing, homelessness, other community development needs, and public services.

Housing

Develop at least 75 multifamily and/or single family affordable housing units over the next five years.

Continue to annually monitor the inventory of affordable multifamily rental units/apartments and senior designated housing units.

Partner with for-profit and non-profit housing developers for the development and/or rehabilitation of affordable housing by exploring various funding mechanisms in order to increase and maintain the number of affordable units and reduce the number of owner and renter households who reside in substandard housing.

Rehabilitate 5 units over the next 5 years in order to reduce the number of substandard housing units, thereby increasing the viability of the housing stock and improving the quality of residential neighborhoods.

Assist approximately 500 Woodland households with discrimination allegations, dispute, counseling and education and outreach over the next 5 years in order to reduce fair housing discrimination and improve landlords’ and owners’ understanding of their fair housing obligations.

Homelessness

Ensure that homeless programs are effectively operated, new programs are added to meet gaps in services, and continue to partner in Homeless Coordination Project.

Continue to fund agencies that provide emergency housing assistance and support services to assist the homeless and person threatened with homelessness. Assist approximately 1,000 Woodland residents over the next 5 years in an effort to reduce the number of unsheltered homeless.

Other Community Development Needs

Complete five public improvement projects over the next five years to remove architectural barriers and improve access to public facilities in the City for mobility-impaired individuals.

Construct or rehabilitate a minimum of two public facilities providing youth services during the next 5 years to benefit low- and moderate-income residents and prevent crime and substance abuse among youth.

Public Services

Provide emergency food, shelter and mental health services to over 5,000 homeless individuals or those "at-risk" of homelessness over the next 5 years in an effort to address the reason for homelessness and reduce the number of unsheltered homeless.

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

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

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

Other CDBG Requirements

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

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

CDBG Funding for FY 2018/19

TOTAL CDBG FUNDS FY 2018/19 (NOTE 1)	$504,328
Public Services (15% cap per CDBG)	$75,649
Food/Shelter (at least 40% of Public Services)	$30,260
Fair Housing (required funding)	$10,000
Other Public Services	$35,389
Construction (65%)(NOTE 2)	$330,624
Administration (20% cap per CDBG)	$100,865

	PUBLIC INFRASTRUCTURE (65%)				
Applicant	**Project Title**	**Funding Request**	**Panel Recommendation**	**Category**	**FY 2017/18 Funding**
Yolo Community Care Continuum	Safe Harbor	$95,446	$70,000	New Construction	$10,500 (public services)
Yolo Wayfarer Center	Shelter Courtyard Phase 2	$110,000	$70,000	Rehab & New Const	$42,000
City of Woodland	ADA Accessibility Program	$285,130	$190,624	ADA Accessibility	$180,000
City of Woodland	Library ADA Restrooms Upgrades	$60,000	$0	ADA Accessibility	Did not apply
New Hope Community Dev Corp. (NOTE 3)	Cottonwood Meadows Phase 3	$60,000	$0	Housing Rehab	$60,000
TOTAL		**$610,576**	**$330,624**		

	PUBLIC SERVICES (15%)				
TOTAL	**Project Title**	**Funding Request**	**Panel Recommendation**	**Category**	**FY 2017/18 Funding**
Legal Services of Northern California (NOTE 4)	Fair Housing Services	$10,000	$10,000	Fair Housing	$10,000
Empower Yolo	Shelter Services	$9,500	$8,000	Food & Shelter	$9,442
Yolo Community Care Continuum	New Dimensions Supported Housing	$15,000	$9,000	Food & Shelter	$10,500
Yolo Wayfarer Center	Emergency Shelter Services	$15,000	$12,000	Food & Shelter	$13,000
City of Woodland	Social Services Manager	$6,000	$6,000	Food & Shelter	Did not apply for Public Services
Short Term Emergency Aid Committee	Woodland Homeless Prevention Program	$10,500	$8,000	Food & Shelter	$6,000
Meals on Wheels Yolo County	Home Delivered Meals Program	$15,000	$10,649	Food & Shelter	$11,000
Northern California Children's Therapy Center	Project HOPE	$15,000	$6,000	Health Services	$7,500
Ark Preschool	Preschool Stem Education	$10,000	$0	Youth Services	Did not apply
Yolo County Children's Alliance	MediCal & CalFresh Enrollment & Retention	$10,000	$6,000	Health Services and Food & Shelter	$6,000
Woodland Community College	S.T.A.Y. Well Center	$15,000	$0	Youth Services and Health Services	Did not apply
Yolo Food Bank	Kids Farmers Market	$15,000	$0	Food & Shelter	Not funded
TOTAL		**$146,000**	**$75,649**		

NOTE 1 - The City's allocation for FY 2018/19 is $504,328. Pursuant to CDBG regulations, no more than 15% and 20% of the City's allocation can be spent on public services and administration, respectively.

NOTE 1 - Includes an additional $2,810 from prior year construction projects.

NOTE 3 - New Hope is the non-profit development affiliate of Yolo County Housing (YCH).

NOTE 4 - Pursuant to a 2005 Voluntary Compliance Agreement and Conciliation Agreement, the City is required to provide Legal Services with annual funding of at least $10,000 for fair housing services as long as the City receives CDBG funding.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE FISCAL YEAR 2018/19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ACTION PLAN

WHEREAS, the City of Woodland ("City") annually receives an allocation of Community Development Block Grant (CDBG) Funds from the Department of Housing and Urban Development (HUD);

WHEREAS, as part of the program requirements, the City must submit the Annual Action Plan that describes how the funding will be spent for the following program year; and

WHEREAS, the Annual Action Plan is required to be approved after receiving public input.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby finds and determines that the foregoing recitals are true and correct;

Section 2: This City Council hereby approves the FY 2018/19 CDBG Annual Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff;

Section 3: This City Council hereby directs staff:

(a) To complete the FY 2018/19 Action Plan, as well as any other items required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period and incorporating changes to past projects as proposed by staff;

(b) To forward the completed FY 2018/19 Action Plan to HUD once completed;

Section 4: This City Council hereby authorizes the City Manager to execute any agreements, contracts or other documents with the appropriate entities to carry out the CDBG Funded activities and authorizes the Finance Officer to make the budget allocations as specified;

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

PASSED, APPROVED AND ADOPTED this 17th day of July, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 17, 2018
ITEM #:	18.
SUBJECT:	Approve the Sale and Related Documents for the Spring Lake CFD 2004-1, Special Tax Bonds, Series 2018

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Execution and Delivery of a Second Supplemental Fiscal Agent Agreement, a Bond Purchase Agreement, and a Continuing Disclosure Certificate; Approving the Form of the Official Statement and the Distribution Thereof; Authorizing the Issuance of Series 2018 Bonds and Approving Certain Other Actions Related Thereto.

Staff Contact:

Kimberly McKinney, Finance Officer, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact:

The proceeds of the bonds, currently estimated at $18.65 million, will be made available for either reimbursement to developers for construction projects already complete, or applied to projects currently in progress. The total cost of issuance for the bonds, including the underwriter's discount, is paid for with bond proceeds and is currently estimated at $486,500. The annual debt service for the bonds will be paid by special tax assessments on property within the Spring Lake Specific Plan; the additional bonds will not increase the assessments on developed property.

Background:

In 2004, the City sold the initial series of bonds (the "2004 Bonds") for Spring Lake in the amount of $33,050,000. The City sold bonds in 2013 (the "2013 Bonds") in the amount of $29,805,000. The proceeds of the 2013 Bonds were used to refund the 2004 Bonds for significant savings.

In 2012, along with consultants, the City designed a private placement bond program to achieve three main goals: First, to allow landowners / developers ready to sell or develop their property to generate bond proceeds without having to access the municipal market in a number of small public offerings with relatively high issuance costs. Second, the subordinate private placements would not increase the burden on tentative map properties since they are sized and supported by only the maximum special taxes for those particular projects being developed. Third, the program allowed the City to pool these subordinate private placements together until such time as enough size was available to justify the costs of a public offering.

The City has issued the following subordinate private placement bonds:

July 18, 2013	Access Land Co.	$1,506,300
July 23, 2013	Pioneer Investors	$1,226,900
August 27, 2014	Turn of the Century	$2,902,500
October 6, 2014	Pioneer Investors	$2,256,000
January 15, 2015	Heritage Park	$505,800
November 10, 2015	Cal West / Optimistic Partners	$2,842,900
Total Amount Issued		**$11,240,400**

In 2016, the City sold bonds (the "2016 Bonds") in the amount of $26,800,000. The 2016 Bonds were sold to not only refund the outstanding private placement bonds in the amount of $11,115,000 but also included an additional amount of $15,685,000 which generated approximately $14.64 million in new money for projects and reimbursements to developers.

Discussion:
As significant development continues, there is increasing demand to fund additional reimbursements for public infrastructure being placed in service.

Property owners that do not have near-term plans to develop have expressed a desire to avoid payment of special taxes on their tentative map property. To accommodate this request and limit these tentative mapped properties from being taxed, the proposed bonds are sized against only those building permits and properties expected to be on the tax roll for the remainder of this year and next (2018 and 2019). The bond proceeds generated will be used to reimburse first release developers for oversized infrastructure and any amounts remaining will be used to fund other capital projects within the District, through either reimbursement to property owners or actual construction by the City. The 2018 Bonds will be sold on a parity basis with the 2013 Bonds and the 2016 Bonds, meaning they have an equal right to the special taxes of the District.

Since the goal is not to subject properties to pay the Developed Special Tax Rate until a building permit is pulled, it is anticipated that capitalized interest will be funded on the 2018 Bonds and used to pay a portion of the interest on the bonds from the sale date through and including 9/1/2019. In August 2019, it is anticipated that the properties completed in 2018 will be placed on the tax roll. Capitalized interest will also be used pay a portion of the interest on the Series 2018 Bonds from 9/1/2019 to 9/1/2020. In August 2020, it is anticipated that the properties completed in 2019 will be placed on the tax roll.

The City engaged an Absorption Consultant (The Gregory Group) to project the number of building permits expected to be pulled in 2018 and 2019. The Absorption Consultant projected 183 building permits pulled for the remainder of 2018 and 311 for 2019. However, should development not occur at the assumed rate, tentative map properties would be expected to pay a portion of the special tax. To be conservative, the Municipal Advisor and Underwriter assumed a more modest 142 building permits pulled each year. The lower debt service can be supported by the more conservative number of building permits and would not require tentative map properties to pay any special taxes. However, while we believe this risk is reduced, there is no guarantee that tentative mapped properties will not need to pay special taxes should development fall below the conservatie 142 units used in the determining the size of the 2018 Bonds.

Estimated Financing Results (assumes market rates as of April 25, 2018):

	New Money
Par Amount of Bonds	$19,650,000
Project Fund	$18,646,592
Total Debt Service	$40,088,976
"All-In" True Interest Cost	4.42%

The 2018 bonds are expected to sold as non-rated securities, which means the City will not ask a bond credit rating agency to review the proposed debt or provide any credit rating associated with the deal. These bonds are sold non-rated because of the development risk associated with special tax bonds like the 2018 Bonds. There are a significant number of buyers in the municipal market that are familiar with special tax bonds and demand is expected to be robust because the Spring Lake District is approximately 81% developed and has a relatively high value-to-lien ratio of 11.66:1.

The table below shows the debt service from the existing 2013 Bonds, the existing 2016 Bonds and the estimated debt service for the proposed 2018 Bonds:

Fiscal Year Ending	Existing Debt Service (2013 and 2016)	Estimated 2018 Debt Service(1)	Estimated Combined Debt Service
2018	$3,249,049	$0	$3,249,049
2019	$3,252,149	$349,755	$3,601,903
2020	$3,252,149	$739,813	$3,991,962
2021	$3,250,019	$1,127,200	$4,377,219
2022	$3,250,689	$1,146,200	$4,396,889
2023	$3,249,079	$1,169,200	$4,418,279
2024	$3,245,119	$1,196,000	$4,441,119
2025	$3,248,809	$1,219,000	$4,467,809
2026	$3,244,709	$1,245,250	$4,489,959
2027	$3,247,899	$1,269,500	$4,517,399
2028	$3,248,079	$1,291,750	$4,539,829
2029	$3,245,319	$1,317,000	$4,562,319
2030	$3,244,316	$1,345,000	$4,589,316
2031	$3,244,851	$1,370,500	$4,615,351
2032	$3,246,806	$1,398,500	$4,645,306
2033	$3,244,846	$1,428,750	$4,673,596
2034	$3,244,281	$1,426,000	$4,670,281
2035	$3,254,563	$1,426,750	$4,681,313
2036	$3,251,731	$1,430,750	$4,682,481
2037	$3,251,000	$1,427,750	$4,678,750
2038	$3,253,000	$1,428,000	$4,681,000
2039	$3,256,000	$1,426,250	$4,682,250
2040	$3,249,800	$1,427,500	$4,677,300
2041	$3,244,600	$1,426,500	$4,671,100
2042	$3,250,200	$1,428,250	$4,678,450
2043	$2,231,000	$1,427,500	$3,658,500
2044	$1,232,800	$1,429,250	$2,662,050
2045	$551,200	$1,428,250	$1,979,450
2046		$1,429,500	$1,429,500
2047		$1,427,750	$1,427,750
2048		$1,428,000	$1,428,000
2049			
2050			

(1) Based on interest rates as of April 25, 2018. Interest is partially capitalized through 9/1/20. Assumes escalating debt service for 15 years, then a leveling off.

-

The table below shows the estimated costs of issuance used for the latest estimates:

Estimated Costs of Issuance

	Estimated Issue Size	**$19,650,000**
Role	**Company**	**Total**
Bond Counsel	KMTG	50,000.00
Disclosure Counsel	Shiff Hardin	80,000.00
City Administration Fee	City of Woodland	10,000.00
Municipal Advisor	Del Rio Advisors, LLC	52,500.00
Municipal Advisor Expenses	Del Rio Advisors, LLC	500.00
Special Tax Consultant	Goodwin Consulting Group	42,000.00
Appraisal	Integra Realty Resources	24,000.00
Absorption Study	The Gregory Group	12,000.00
Overlapping Debt Statement	CalMuni (Reimburse to Goodwin)	700.00
Fiscal Agent	U.S. Bank, National Association	3,700.00
Fiscal Agent Counsel	U.S. Bank, National Association	2,500.00
Printing	TBD	7,500.00
Miscellaneous / Contingency	Misc.	4,600.00
Total Estimated Costs		**$290,000.00**

Documents Presented for Approval:

Second Supplemental Fiscal Agent Agreement: This agreement governs all conditions related to the bonds including the establishment of accounts, the flow of funds and call provisions. It also governs the responsibilities under which the Fiscal Agent (U.S. Bank, N.A.) will operate. This document is a second supplement to the Fiscal Agent Agreement established with the sale of the 2013 Bonds and the First Supplement Fiscal Agent Agreement established with the sale of the 2016 Bonds.

Bond Purchase Agreement: This agreement governs the conditions by which the Underwriter (Piper Jaffray) will purchase the bonds from the City and resell them to their investors.

Continuing Disclosure Certificate: This agreement governs the responsibilities of the City for the filing of annual continuing disclosure on the Electronic Municipal Market Access system ("EMMA") and the filing of material event notices, if any, that may occur over the life of the bonds

Official Statement: This document serves as the primary document used by the Underwriter (Piper Jaffray) to market and sell the bonds to investors. The document contains summary information about the bonds, the District and all related provisions.

The financing team consists of the following members:

Bond Counsel:	Kronick Moskovitz Tiedemann & Girard
Disclosure Counsel:	Schiff Hardin LLP
Municipal Advisor:	Del Rio Advisors, LLC
Underwriter:	Piper Jaffray
Special Tax Consultant:	Goodwin Consulting Group
Fiscal Agent:	U.S. Bank, N.A.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Execution and Delivery of a Second Supplemental Fiscal Agent Agreement, a Bond Purchase Agreement, and a Continuing Disclosure Certificate; Approving the Form of the Official Statement and the Distribution Thereof; Authorizing the Issuance of Series 2018 Bonds and Approving Certain Other Actions Related Thereto.

Prepared By: Kimberly McKinney, Finance Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - 2018 Special Tax Bonds	5/9/2018	Resolution
Second Supplemental Fiscal Agent Agreement	5/9/2018	Contract
Bond Purchase Agreement	7/12/2018	Contract
Preliminary Official Statement	7/12/2018	Contract
Continuing Disclosure Certificate	7/12/2018	Exhibit

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)

RESOLUTION NO. _______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL FISCAL AGENT AGREEMENT, A BOND PURCHASE AGREEMENT, AND A CONTINUING DISCLOSURE CERTIFICATE; APPROVING THE FORM OF THE OFFICIAL STATEMENT AND THE DISTRIBUTION THEREOF; AUTHORIZING THE ISSUANCE OF SERIES 2018 BONDS; AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, by Resolution No. 4559 (the "Resolution of Formation"), adopted on June 22, 2004, the City Council of the City of Woodland (the "City") established the City's Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311*)* of the California Government Code) (the "Law"), for the purpose of providing for the financing of the construction and acquisition of certain public capital facilities described in the Resolution of Formation;

WHEREAS, on June 22, 2004, the qualified electors of the CFD authorized the City Council to levy special taxes upon the land within the CFD and to issue bonds in the principal amount of not to exceed $112,500,000 (the "Bonds"), secured by the special taxes, pursuant to the terms of the Law;

WHEREAS, the City issued $33,050,000 of its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, on October 5, 2004, and refunded them on October 22, 2013, by issuing its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 (the "Refunding Bonds");

WHEREAS, the City issued the Refunding Bonds pursuant to a Fiscal Agent Agreement dated October 1, 2013 (the "Fiscal Agent Agreement"), between U.S. Bank National Association and the City, under which the City may issue additional Bonds from time to time as authorized by a supplemental Fiscal Agent Agreement, for the purpose of financing and refinancing the design, construction, and acquisition of public facilities in and for the CFD;

WHEREAS, the City previously issued several special tax bonds, all of which were subordinate to the Refunding Bonds and are referred to herein collectively, as the "Subordinate Bonds" and refunded them on November 16, 2016, by issuing its City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2016 (Refunding and Capital Projects) ("Series 2016 Bonds") on parity with the Refunding Bonds pursuant to the Fiscal Agent Agreement as supplemented by the First Supplemental Fiscal Agent Agreement by and between U.S. Bank National Association and the City dated November 1, 2016.

WHEREAS, the City Council intends to issue an additional series of Bonds pursuant to the authority of the Law and the Fiscal Agent Agreement, to be designated the City of Woodland

Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Series 2018 Bonds"), for the purposes of financing the design, construction, and acquisition of public facilities in and for the CFD;

WHEREAS, the conditions of the Fiscal Agent Agreement for the issuance of the Series 2018 Bonds secured on parity with the previously issued Refunding Bonds and Series 2016 Bonds have been satisfied;

WHEREAS, the following documents and proposed agreements relating to the issuance, sale, and delivery of the Series 2018 Bonds by the City and the application of the proceeds thereof, which are incorporated herein by reference, have been presented to the City Council for its review and approval:

1. the Second Supplemental Fiscal Agent Agreement between the City and U.S. Bank National Association, as fiscal agent, pursuant to which the City will issue its Series 2018 Bonds;
2. the Bond Purchase Agreement between the City and Piper Jaffray & Co. (the "Underwriter"), whereby the City will sell the Series 2018 Bonds to the Underwriter;
3. the Preliminary Official Statement relating to the Series 2018 Bonds; and
4. the Continuing Disclosure Certificate relating to the Series 2018 Bonds;

WHEREAS, it appears to the City Council that the authorization, approval, execution, and delivery of the agreements and documents described above or contemplated thereby or incidental thereto and the issuance, sale, and delivery of the Series 2018 Bonds in accordance with the Fiscal Agent Agreement are desirable and in the best interests of the City;

WHEREAS, the City Council previously adopted a capital financing and debt management policy on June 20, 2017, in accordance with the requirements of Government Code section 8855(i);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland, that:

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

Section 2. **Authorization of Officers to Execute and Deliver Documents**. The City Council hereby authorizes the Mayor, the City Manager, the Finance Officer, and their designees (the "Designated Officers"), and each of them individually, for and in the name of the and on behalf of the City, to approve, execute, and deliver the following agreements and documents:

(a) the Second Supplemental Fiscal Agent Agreement,

(b) the Bond Purchase Agreement,

(c) the Preliminary Official Statement; and

(d) the Continuing Disclosure Certificate;

in substantially the forms presented to the City Council at this meeting, which agreements are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the agreement for the City. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the City Council's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to the City Council at this meeting. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, and other terms of the Series 2018 Bonds, shall be as provided in the Second Supplemental Fiscal Agent Agreement as finally executed. Notwithstanding the policy stated in the City's "Community Facilities District Financing for Public Infrastructure and Public Facilities," the final maturity of the Series 2018 Bonds may exceed twenty-five (25) years.

Section 3. **<u>Authorization to Issue Bonds</u>**. The City Council hereby authorizes the issuance of the Series 2018 Bonds in accordance with the terms of the Fiscal Agent Agreement and the Second Supplemental Fiscal Agent Agreement, as finally executed.

Section 4. **<u>Disclosure of Specified Financing Information</u>**. Pursuant to the requirements of Government Code section 5852.1, the City Council is required to disclose at a public meeting certain information related to the financing. The City Council has obtained from the municipal advisors good faith estimates of this required information and hereby discloses the estimates information as shown in Exhibit A attached hereto and incorporated herein by reference.

Section 5. **<u>Distribution of Official Statement</u>**. The City Council hereby authorizes the Underwriter to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Series 2018 Bonds. The City Council hereby authorizes and directs the Designated Officers, and each of them individually, to deliver to the Underwriter a certificate to the effect that the City Council deems the Preliminary Official Statement, in the form approved by the City Manager or the Finance Officer, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c-12 of the Securities and Exchange Commission. The City Council hereby authorizes and directs the City Manager and the Finance Officer, or either of them, to execute the final Official Statement in substantially the form of the Preliminary Official Statement, with such changes as such officer may require or approve, such approval to be conclusively evidenced by the execution thereof (the "Official Statement"), and authorizes and directs the Underwriter to deliver copies of the Official Statement to all purchasers of the Series 2018 Bonds.

Section 6. **<u>Authorization of Sale</u>**. The City Council hereby authorizes the sale of not to exceed $___________ principal amount of Series 2018 Bonds to the Underwriter pursuant to the Bond Purchase Agreement. The Designated Officers are hereby authorized and directed to negotiate with the Underwriter the final terms of the sale and its timing.

Section 7. **<u>RMA Interpretation</u>**. As further assurance to the owners of the Series 2018 Bonds, and pursuant to the authority of the City under Section H of the Rate, Method of Apportionment and Manner of Collection of Special Tax (the "RMA") for the CFD to interpret the RMA, the City Council hereby determines that the limitation on increases of special taxes on parcels due to delinquencies of other parcels stated in Section E of the RMA is the same limitation as required by Government Code section 53321(d), as provided in Section 9 of the Resolution of Formation.

Section 8. **Retention and Compensation of Finance Professionals**. Del Rio Advisors, LLC, is hereby appointed as municipal advisor, Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, is hereby appointed bond counsel, and Schiff Hardin LLP is hereby appointed disclosure counsel to the City for the issuance and sale of the Series 2018 Bonds. The City Manager and the Finance Officer are each hereby authorized and directed to execute and deliver an agreement for services with each firm in the form submitted to this meeting.

Section 9. **General Authorization**. The City Council hereby authorizes and directs the Designated Officers and other officers and agents of the City, and each of them individually, for and in the name of and on behalf of the City Council, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Series 2018 Bonds and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 10. **Effective Date**. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED AND ADOPTED on May 15, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
City Clerk of the City of Woodland

Exhibit A

Specified Financial Information

The good faith estimates set forth herein are provided with respect to the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Series 2018 Bonds"). Such good faith estimates have been provided to the City by Del Rio Advisors, LLC, as municipal advisor to the City. Each estimate is based on the City's financing plan and current market conditions, including market interest rates prevailing at the time of preparation of the estimate.

Principal Amount. The estimated aggregate principal amount of the Series 2018 Bonds to be sold is $____________.

True Interest Cost. The estimated true interest cost of the Series 2018 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2018 Bonds, is ______%.

Finance Charge. The estimated finance charge for the Series 2018 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2018 Bonds), is $_________.

Amount of Proceeds to be Received. The estimate of the amount of proceeds to be received by the City from the sale of the Series 2018 Bonds, less the finance charge of the Series 2018 Bonds, as estimated above, and less estimated reserves and capitalized interest, is $___________.

Total Payment Amount. The estimated total payment amount, which means the sum total of all payments the City will make to pay debt service on the Series 2018 Bonds, plus the finance charge for the Series 2018 Bonds, as described above, not paid with the proceeds of the Series 2018 Bonds, calculated to the final maturity of the Series 2018 Bonds, is $___________.

The foregoing estimates are good faith estimates only. The actual figures may differ from the estimates owing to (a) differences between assumptions regarding the date of the sale of the Series 2018 Bonds, the principal amount of Series 2018 Bonds sold, the amortization of the Series 2018 Bonds, and market interest rates at the time of sale of the Series 2018 Bonds and actual facts, (b) other market conditions, (c) changes in the City's financing plan, or (d) a combination of such factors.

SECOND SUPPLEMENTAL FISCAL AGENT AGREEMENT

between

U.S. BANK NATIONAL ASSOCIATION,

as Fiscal Agent

and the

CITY OF WOODLAND

Dated June 1, 2018

Authorizing the Issuance of

$[PAR AMOUNT]
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

(Supplemental to the Fiscal Agent Agreement dated October 1, 2013)

TABLE OF CONTENTS

SECOND SUPPLEMENTAL FISCAL AGENT AGREEMENT
Authorizing the Issuance of
the City of Woodland Community Facilities District No. 2004-1 (Spring Lake)
Special Tax Bonds, Series 2018
(Capital Projects)
(Supplemental to the Fiscal Agent Agreement dated October 1, 2013)

This **Second Supplemental Fiscal Agent Agreement** dated June 1, 2018 (this "Second Supplemental Fiscal Agent Agreement"), between U.S. BANK NATIONAL ASSOCIATION, as fiscal agent (the "Fiscal Agent"), a national banking association duly organized and operating under the laws of the United States of America, and the CITY OF WOODLAND (the "City"), a municipal corporation duly established and existing under the Constitution and laws of the State of California;

WITNESSETH:

WHEREAS, the City Council of the City (the "City Council") on June 22, 2004, duly adopted its Resolution No. 4559 (i) establishing the City's Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") for the purpose of providing for the financing of certain services and the financing of the design, construction, and acquisition of certain public facilities in and for the CFD, and (ii) determining the necessity to incur a bonded indebtedness in the amount of $112,500,000 with respect to the CFD (the "2004 Authorization");

WHEREAS, on June 22, 2004, the qualified electors of the CFD authorized the City Council to levy special taxes upon the land within the CFD and to issue bonds in the principal amount of not to exceed $112,500,000 (the "Bonds"), secured by the special taxes;

WHEREAS, the City now is fully authorized pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the California Government Code, as amended) (the "Law") to issue the Bonds;

WHEREAS, the City issued $33,050,000 of its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, on October 5, 2004, and refunded them on October 22, 2013, by issuing its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 (the "Refunding Bonds");

WHEREAS, the City issued the Refunding Bonds pursuant to a Fiscal Agent Agreement dated October 1, 2013 (the "Fiscal Agent Agreement"), between U.S. Bank National Association and the City, under which the City may issue additional Bonds from time to time as authorized by a supplemental Fiscal Agent Agreement, for the purpose of financing and refinancing the design, construction, and acquisition of public facilities in and for the CFD;

WHEREAS, the City previously issued several special tax bonds, all of which are subordinate to the Refunding Bonds and are referred to herein collectively, as the "Subordinate Bonds," and refunded them on November 16, 2016, by issuing its City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2016 (Refunding and Capital Projects) (the "Series 2016 Bonds") on parity with the Refunding Bonds pursuant to the Fiscal Agent Agreement as supplemented by the First Supplemental Fiscal Agent Agreement by and between U.S. Bank National Association and the City dated November 1, 2016;

WHEREAS, the City Council has determined to issue an additional series of Bonds pursuant to the authority of the Law and the Fiscal Agent Agreement, to be designated the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Series 2018 Bonds"), for the purpose of financing the design, construction, and acquisition of additional public facilities in and for the CFD;

WHEREAS, the conditions of the Fiscal Agent Agreement for the issuance of the Series 2018 Bonds secured on parity with the previously issued Refunding Bonds and Series 2016 Bonds have been satisfied;

WHEREAS, to secure the Series 2018 Bonds and to provide for their authentication and delivery by the Fiscal Agent, the City Council has authorized the execution and delivery of this Second Supplemental Fiscal Agent Agreement;

WHEREAS, all acts, conditions, and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of the Second Supplemental Fiscal Agent Agreement do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the City is now duly authorized to execute this Second Supplemental Fiscal Agent Agreement.

NOW, THEREFORE, the City hereby provides as follows:

1. DEFINITIONS

Capitalized terms used herein and not defined herein shall have the definitions ascribed to such terms by the Fiscal Agent Agreement. As used in this Fiscal Agent Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Series 2018 Acquisition and Construction Account means the account by that name established pursuant to Section 13.15 hereof (Series 2018 Acquisition and Construction Account).

Series 2018 Bonds means the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects).

Series 2018 Costs of Issuance Account means the account by that name established pursuant to Section 13.14 hereof (Establishment and Application of the Series 2018 Costs of Issuance Account).

2. SUPPLEMENTAL PROVISIONS.

The following Article and Sections are hereby added to the Fiscal Agent Agreement:

ARTICLE 13
TERMS AND FORM OF SERIES 2018 BONDS.

SECTION 13.1. Authorization and Title of Series 2018 Bonds. The City hereby creates an additional series of bonds and designates them "City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects)." At any time after the execution and delivery of this Second Supplemental Fiscal Agent Agreement, the City may execute and the Fiscal Agent shall authenticate and deliver the Series 2018 Bonds in an aggregate principal amount of $[PAR AMOUNT] upon the Order of the City.

SECTION 13.2. Form of Series 2018 Bonds. The form of the Series 2018 Bonds shall be substantially as set forth in Exhibit A with such insertions, omissions, substitutions, and variations as may be determined by the officers executing the same, as evidenced by their execution thereof, to reflect the applicable terms of the Series 2018 Bonds established by this Article.

SECTION 13.3. Denominations; Registration. The Series 2018 Bonds shall be issued in fully registered form, in denominations of $5,000 or any integral multiple thereof, and shall be initially registered in the name of "Cede & Co.," as nominee of The Depository Trust Company. The Series 2018 Bonds shall be evidenced by one Series 2018 Bond maturing on each of the maturity dates with respect to the Series 2018 Bonds in a denomination corresponding to the total principal amount represented by the Series 2018 Bonds payable on such date. Registered ownership of the Series 2018 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10 (Book-Entry Provisions). The Series 2018 Bonds shall bear such distinguishing numbers and letters as may be specified by the Fiscal Agent.

SECTION 13.4. Date; Interest Accrual; Maturity Dates; Interest Rates. The Series 2018 Bonds shall be dated their date of delivery, shall mature in the following amounts on the following dates, and shall bear interest from their date at the following rates per annum:

Maturity Date (September 1)	**Principal Amount**	**Interest Rate**

Interest on the Series 2018 Bonds shall be calculated on the basis of a 360 day year comprising twelve 30 day months.

SECTION 13.5. Principal and Interest Payments. The principal or Redemption Price of the Series 2018 Bonds shall be payable to the Owner thereof upon surrender thereof in lawful money of the United States of America at the Corporate Trust Office or, as provided in Section 2.10(E) (Payments to Depository), by wire transfer on each principal and mandatory redemption payment date to "Cede & Co." or its registered assign, as sole registered Owner. Interest on the Series 2018 Bonds shall be payable on __________ 1, 201___, and thereafter semiannually on March 1 and September 1 of each year by check mailed by first class mail on each Interest Payment Date or, as provided in Section 2.10(E) (Payments to Depository) and upon the written request of any Owner of $1,000,000 or more in aggregate principal amount of Bonds who has provided the Fiscal Agent with wire transfer instructions on or before the applicable Regular Record Date, by wire transfer on each Interest Payment Date to the Owner thereof as of the close of business on the Regular Record Date. The Regular Record Date for the Series 2018 Bonds shall be the fifteenth (15th) day of the calendar month immediately preceding the relevant Interest Payment Date.

SECTION 13.6. Cessation of Interest Accrual. Interest on any Series 2018 Bond shall cease to accrue (i) on the maturity date thereof, provided that there has been irrevocably deposited with the Fiscal Agent an amount sufficient to pay the principal amount thereof, plus interest accrued thereon to such date; or (ii) on the redemption date thereof, provided there has been irrevocably deposited with the Fiscal Agent an amount sufficient to pay the Redemption Price thereof, plus interest accrued thereon to such date. The Owner of such Bond shall not be entitled to any other payment, and such Bond shall no longer be Outstanding and entitled to the benefits of this Fiscal Agent Agreement, except for the payment of the principal amount or Redemption Price, as appropriate, of such Bond.

SECTION 13.7. General Redemption Provisions. The Series 2018 Bonds shall be subject to redemption as provided in Article 5 of the Fiscal Agent Agreement. No Bond may be redeemed in part pursuant to the provisions of this Section 13.7 if the principal amount of such Bond to be Outstanding following such partial redemption is not an Authorized Denomination.

SECTION 13.8. Optional Redemption of the Series 2018 Bonds. The Series 2018 Bonds maturing on or after September 1, 20___, are subject to redemption prior to their respective stated maturities, at the option of the City, from any source of available funds, as a whole or in part (in Authorized Denominations and by such maturities as may be specified by the City and at random within a maturity) on any date on or after September 1, 20___, at a redemption price equal to the principal amount of the Series 2018 Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

SECTION 13.9. Mandatory Sinking Fund Redemption.

(A) 20...... Term Series 2018 Bonds. The 20___ Term Series 2018 Bonds maturing on September 1, 20___, are subject to redemption prior to their stated maturity, in part, at random from Mandatory Sinking Account Payment in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which amounts will be proportionately reduced by the principal amount of all 20__ Term Series 2018 Bonds optionally redeemed:

Mandatory Redemption Dates (September 1)	Principal Amount
*	

*Final maturity

SECTION 13.10. Mandatory Redemption from Special Tax Prepayments. The Series 2018 Bonds are subject to redemption by the City prior to their stated maturity, as a whole or in part (in the principal amount of $5,000 or any integral multiple thereof and by such maturities as may be specified by the City and at random within a maturity) on any Interest Payment Date from prepayments of the Special Taxes, at the following redemption prices (expressed as a percentage of the principal amount of Series 2018 Bonds called for redemption), together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price

SECTION 13.11. Application of Proceeds of Series 2018 Bonds. The City shall cause the proceeds of the sale of the Series 2018 Bonds in the amount of $_________, to be:

(A) deposited in the Bond Reserve Fund created by Section 7.4 (Allocation of Net Special Taxes) $_________;

(B) deposited in the Series 2018 Costs of Issuance Account created by Section 13.14 (Series 2018 Costs of Issuance Account) $__________;

(C) deposited in the Series 2018 Acquisition and Construction Account created by Section 13.15 (Series 2018 Acquisition and Construction Account) $________; and

The Fiscal Agent may, in its discretion, establish a temporary fund or account to facilitate the foregoing transfers and deposits.

SECTION 13.12. Series 2018 Costs of Issuance Account. The City shall establish and maintain a separate account designated as the "Series 2018 Costs of Issuance Account" within the Costs of Issuance Fund. The moneys in the Series 2018 Costs of Issuance Account shall be applied by the City to pay or to reimburse the City for the payment of the Costs of Issuance of the Series 2018 Bonds. At the end of six months from the date of issuance of the Series 2018 Bonds, or upon an earlier determination by the City that amounts in such account are no longer required for the payment of Costs of Issuance, the City shall transfer any remaining amounts in such account to the Special Tax Fund.

SECTION 13.13. Series 2018 Acquisition and Construction Account. The City shall establish and maintain a separate account designated as the "Series 2018 Acquisition and Construction Account" within the Acquisition and Construction Fund.

3. PROVISIONS OF THE FISCAL AGENT AGREEMENT

Except as in this Second Supplemental Fiscal Agent Agreement expressly provided, every term and condition contained in the Fiscal Agent Agreement shall apply to this Second Supplemental Fiscal Agent Agreement and to the Series 2018 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Second Supplemental Fiscal Agent Agreement.

This Second Supplemental Fiscal Agent Agreement and all the terms and provisions herein contained shall form part of the Fiscal Agent Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

4. SEPARABILITY OF INVALID PROVISIONS

If any one or more of the provisions contained in this Second Supplemental Fiscal Agent Agreement or in the Series 2018 Bonds shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Second Supplemental Fiscal Agent Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Second Supplemental Fiscal Agent Agreement, and this Second Supplemental Fiscal Agent Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City hereby declares that it would have adopted this Second Supplemental Fiscal Agent Agreement and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issuance of the Series 2018 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Second Supplemental Fiscal Agent Agreement may be held illegal, invalid, or unenforceable.

5. EFFECT OF HEADINGS AND TABLE OF CONTENTS

The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Second Supplemental Fiscal Agent Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Fiscal Agent Agreement by their officers thereunto duly authorized.

U.S. BANK NATIONAL ASSOCIATION, as Fiscal Agent

By: ________________________________
Authorized Officer

CITY OF WOODLAND

By: ________________________________
City Manager

ATTEST:

____
City Clerk

EXHIBIT A

[FORM OF SERIES 2018 BOND]

REGISTERED REGISTERED

No. R-___ $____________

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BOND, SERIES 2018
(CAPITAL PROJECTS)

MATURITY DATE	INTEREST RATE PER ANNUM	DATE	CUSIP:
September 1, 20__	_____%	[closing date]	_________

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _________________ DOLLARS

The City of Woodland, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "City"), for value received, hereby promises to pay (but only out of the Net Special Taxes hereinafter referred to) to the registered owner named above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above together with interest thereon from the date hereof until the principal hereof shall have been paid, at the interest rate per annum specified above, payable on __________ 1, 201___, and semiannually thereafter on March 1 and September 1 in each year. Interest hereon is payable in lawful money of the United States of America by check mailed on each interest payment date or, upon the written request of any owner of $1,000,000 or more in aggregate principal amount of Bonds who has provided the Fiscal Agent with wire transfer instructions, by wire transfer on each interest payment date to the registered owner as of the close of business on the 15th day of the calendar month immediately preceding such interest payment date. The principal hereof and premium, if any, hereon are payable at the corporate trust office of U.S. Bank National Association, as fiscal agent (together with any successor as fiscal agent under the hereinafter mentioned Fiscal Agent Agreement, the "Fiscal Agent"), in St. Paul, Minnesota, in lawful money of the United States of America.

Notwithstanding the foregoing, so long as Cede & Co. is the registered owner of this Bond, both principal and interest and any redemption premium shall be payable to such registered owner by wire transfer, in immediately available funds, to an account designated by such registered owner on the applicable payment date; and such Registered Owner, by its acceptance of this Bond, agrees to surrender this Bond to the Trustee for cancellation promptly upon payment in full of the principal of and interest and any redemption premium on this Bond.

This bond is one of a duly authorized issue of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds (the "Bonds"), limited in aggregate principal amount to $112,500,000, except for refunding bonds, which issue consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as provided in the Fiscal Agent Agreement (as defined below), all issued and to be issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the Government Code of the State of California, as amended) (the "Law"), and pursuant to a fiscal agent agreement dated October 1, 2013, between the Fiscal Agent and the City (said fiscal agent agreement, as amended and supplemented from time to time, the "Fiscal Agent Agreement"). This Bond is also one of a duly authorized series of Bonds additionally designated "Series 2018 Bonds (Capital Projects)," issued in the aggregate principal amount of $[PAR AMOUNT].

Reference is hereby made to the Fiscal Agent Agreement and to the Law for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Net Special Taxes (as that term is defined in the Fiscal Agent Agreement), and the rights of the registered owners of the Bonds. All the terms of the Fiscal Agent Agreement and the Law are hereby incorporated herein and constitute a contract between the City and the registered owner from time to time of this Bond. The registered owner of this Bond, by its acceptance hereof, consents and agrees to all the provisions of the Fiscal Agent Agreement. Additional Bonds may be issued on a parity with the Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Fiscal Agent Agreement.

The Bonds and the interest thereon (to the extent set forth in the Fiscal Agent Agreement) are payable from, and are secured by a charge and lien on, the proceeds derived by the City from the special taxes imposed pursuant to the Law within the City's Community Facilities District No. 2004-1 (Spring Lake) (as more particularly defined in the Fiscal Agent Agreement, the "Net Special Taxes"). All of the Bonds are equally secured by a pledge of, and charge and lien upon, all of the Net Special Taxes. The Net Special Taxes constitute a trust fund for the security and payment of the interest on and principal of the Bonds; but nevertheless out of Net Special Taxes certain amounts may be applied for other purposes as provided in the Fiscal Agent Agreement.

The Bonds are limited obligations of the City and are payable, both as to principal and interest, and as to any premiums upon the redemption thereof, out of the Net Special Taxes and certain funds held by the Fiscal Agent under the Fiscal Agent Agreement. The general fund of the City is not liable, and the credit or taxing power (other than as described above) of the City is not pledged, for the payment of the Bonds or their interest. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Net Special Taxes. No registered owner of this Bond shall ever have the right to compel any exercise of the taxing power (other than as described above) of the City to pay this Bond or the interest hereon.

[insert final redemption provisions after the bond sale]

This Bond is transferable or exchangeable for other authorized denominations by the registered owner hereof, in person or by its attorney duly authorized in writing, at the corporate trust office of the Fiscal Agent in St. Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Fiscal Agent Agreement, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds without coupons, of authorized denomination or denominations, of the same series, tenor, and maturity for the same aggregate principal amount will be issued to the transferee in exchange herefor.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

The City, the Fiscal Agent, and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the City, the Fiscal Agent and any paying agent shall not be affected by any notice to the contrary.

The rights and obligations of the City and of the registered owners of the Bonds may be modified amended at any time in the manner, to the extent, and upon terms provided in the Fiscal Agent Agreement, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of Bonds.

The City hereby certifies and recites that any and all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened, and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Bond, together with all other indebtedness of the City pertaining to the Net Special Taxes, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Fiscal Agent Agreement or the Law.

This Bond shall not be entitled to any benefit under the Fiscal Agent Agreement, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Fiscal Agent.

IN WITNESS WHEREOF, the City of Woodland has caused this Bond to be executed in its name and on its behalf by its Mayor and countersigned by its City Clerk, all as of the date stated above.

CITY OF WOODLAND

By:______________________________
Mayor

Countersigned:

____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Fiscal Agent Agreement, which has been authenticated on the date set forth below.

Dated: [closing date]

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By:________________________________
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto ____ the within Bond and do(es) hereby irrevocably constitute and appoint _____________________________________ attorney, to transfer the same on the bond register of the Trustee, with full power of substitution in the premises.

Dated: ________________________

____
Note: The signature(s) to this Assignment must correspond with the name(s) on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature(s) Guaranteed by:

____
Note: Signature must be guaranteed by an eligible guarantor institution (banks, securities brokers, savings associations, credit unions, or other institutions with membership in an approved signature guarantee medallion program) pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax Identification Number, or other identifying number of Assignee:

____

CERTIFICATE

I hereby certify that the following is a true and correct copy of the legal opinion relating to the Bonds described therein that was manually signed by Kronick, Moskovitz, Tiedemann & Girard and was dated the date of delivery and payment of said Bonds.

____

Ana B. Gonzalez, City Clerk

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814

City Council
City of Woodland
300 First Street
Woodland, CA 95695

Re: City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Special Tax Bonds, Series 2018 (Capital Projects)

Dear Council Members:

We have acted as bond counsel in connection with the issuance by the City of Woodland (the "City") of $[PAR AMOUNT] aggregate principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Bonds"), under and pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 of the State of California (being §§53311 et seq., of the Government Code of the State of California), and pursuant to the provisions of the Fiscal Agent Agreement dated October 1, 2013, and amended and supplemented by the Second Supplemental Fiscal Agent Agreement dated June 1, 2018 (as so amended and supplemented, the "Fiscal Agent Agreement"), between U.S. Bank National Association, as fiscal agent, and the City. In such capacity, we have examined such law and such certified proceedings and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied upon the representations of the City contained in the Fiscal Agent Agreement and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The City has duly authorized, executed and delivered the Bonds. The Bonds are valid and binding limited obligations of the City, payable solely from the proceeds of the Net Special Taxes (as that term is defined in the Fiscal Agent Agreement) and certain funds held under the Fiscal Agent Agreement to the extent specified therein.

2. The Fiscal Agent Agreement constitutes a valid and binding obligation of the City. The Fiscal Agent Agreement creates a valid lien on the Net Special Taxes and other funds pledged by the Fiscal Agent Agreement for the security of the Bonds.

3. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations for taxable years that began prior to January 1, 2018. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Interest on the Bonds is exempt from present State of California personal income taxes.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Fiscal Agent Agreement are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement or other offering materials relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

$__________
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

BOND PURCHASE AGREEMENT

_____, 2018

City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
300 First Street
Woodland, California 95695

Ladies and Gentlemen:

Piper, Jaffray & Co. (the "Underwriter") offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Woodland (the "City") for and on behalf of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), which, upon your acceptance of this offer, will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by its execution of this Purchase Agreement and its delivery to the Underwriter on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein which are not otherwise defined herein have the meanings provided for such terms in the Fiscal Agent Agreement (as hereinafter defined).

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as a Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

Section 1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $__________ aggregate principal amount of the City of Woodland Community Facilities District No. 2004-1 (Spring Lake)

Special Tax Bonds, Series 2018 (Capital Projects) (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $__________ (representing the principal amount of the Bonds of $__________, [plus][less] a [net] original issue [premium][discount] of $__________, and less an Underwriter's discount of $__________). The Bonds shall be in the form set forth in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes as provided in the Fiscal Agent Agreement, dated October 1, 2013 (the "Master Fiscal Agent Agreement") as supplemented and amended by the First Supplemental Fiscal Agent Agreement dated as of November 1, 2016 (the "First Supplement"), as further supplemented and amended by the Second Supplemental Fiscal Agent Agreement dated as of _____, 2018 (the "Second Supplement", and together with the Master Fiscal Agent Agreement and the First Supplement, the "Fiscal Agent Agreement"), each between the City for and on behalf of the District, and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as fiscal agent (the "Fiscal Agent"). The terms of the Bonds and the security therefor shall be as described in the Official Statement (as hereinafter defined), and the Bonds will be issued under the authority of the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 *et seq*. of the California Government Code (the "Act").

The Bonds were authorized to be issued pursuant to Resolution No. ____ adopted on _____, 2018 (the "Bond Resolution") by the City Council, acting as the legislative body of the District. The special taxes that will provide a source of payment for the Bonds (the "Special Taxes") are being levied pursuant to Resolution No. 4559, adopted on June 22, 2004 by the City Council, acting as the legislative body of the District, which established the District and authorized the levy of a special tax within the District (the "Resolution of Formation"), and Ordinance No. 1397, adopted by the City Council, acting as the legislative body of the District, on July 6, 2004 (the "Ordinance"), which provided for the levy of the Special Taxes on property in the District. The Bond Resolution, the Resolution of Formation and the Ordinance are collectively referred to below as the "Resolutions and the Ordinance."

The proceeds of the sale of the Bonds will be applied by the City in accordance with the Fiscal Agent Agreement: (i) to finance certain public improvements described in the Resolution of Formation; (ii) to make a contribution to the Bond Reserve Fund; and (iii) to pay certain costs associated with the issuance of the Bonds. The Bonds are payable from Net Special Taxes on a parity with the outstanding Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 (the "2013 Bonds") issued by the City on behalf of the District and the Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2016 (Refunding and Capital Projects) (the "2016 Bonds").

(b) Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement, dated _____, 2018, relating to the Bonds, which, together with the cover page and appendices thereto, is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the City hereby ratifies the use by the Underwriter of the Preliminary Official Statement; and the City agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, the City's Bond Counsel (herein called "Bond Counsel") and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 3(n) hereof. The City hereby authorizes the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, this Purchase Agreement and all information contained herein, the Fiscal Agent Agreement and all other documents, certificates and statements furnished by or on behalf of the City or the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

(c) Except as the Underwriter and the City may otherwise agree, at 8:00 A.M. California time, on _____, 2018 (the "Closing Date"), the City will deliver to the Underwriter, at the offices of Bond Counsel in Sacramento, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned and the City will deliver to the Underwriter through the facilities of The Depository Trust Company ("DTC") in New York, New York, the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Act, and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section in immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter for inspection not later than two Business Days prior to the Closing Date. The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

Section 2. Public Offering and Establishment of Issue Price.

A. The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds will be offered and sold to certain dealers at prices lower than such initial offering prices. The Bonds shall be subject to redemption as set forth in Exhibit A.

B. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the Public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor, Del Rio Advisors, LLC (the "Municipal Advisor") and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

C. [Except as otherwise set forth in Exhibit A attached hereto,] the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the Public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the Public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the Public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

D. [The Underwriter confirms that it has offered the Bonds to the Public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following: (i) the close of the fifth (5th) business day after the Sale Date; or (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.]

E. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to the Underwriter shall not constitute sales to the Public for purposes of this section. Further, for purposes of this section:

1. "Public" means any person other than an underwriter or a related party;

2. "Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public);

3. a purchaser of any of the Bonds is a "Related Party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. "Sale Date" means the date of execution of this Purchase Agreement by all parties.

Section 3. <u>Representations, Warranties and Agreements of the City</u>. The City represents, warrants to, covenants and agrees with, the Underwriter that:

(a) The District is a community facilities district duly organized and validly existing under the Constitution and laws of the State of California, and the City, acting on behalf of the District, has, and at the Closing Date will have, full legal right, power: (i) to enter into, execute and deliver this Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City, dated the Closing Date (the "Continuing Disclosure Certificate"), the Bonds and the Official Statement; and (ii) to carry out, give effect to and consummate the transactions on its part contemplated hereby and thereby.

(b) The Resolutions and the Ordinance have been duly adopted by the City Council and are in full force and effect; and the Fiscal Agent Agreement and the Continuing Disclosure Certificate, when executed and delivered by the City and the other party or parties thereto, as applicable, will constitute legal, valid and binding obligations of the City on behalf of the District enforceable against the City in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally. The City has complied, and will at the Closing Date be in compliance, in all respects with the Fiscal Agent Agreement, the Continuing Disclosure Certificate, the Act and this Purchase Agreement.

(c) The City Council has duly and validly: (i) made all the necessary findings and determinations required under the Act in connection with the formation of the District and the issuance of the Bonds; (ii) approved and authorized the execution and delivery by the City of the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate and this Purchase Agreement, and approved the distribution of the Preliminary Official Statement and the execution by the City and distribution of the Official Statement; and (ii) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of such documents. All consents or approvals necessary to be obtained by the City or the District in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) Neither the City nor the District is, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, and the performance by the City on behalf of the District of its obligations under the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate and this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City on behalf of the District of its obligations under the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement.

(e) Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect the performance by the City on behalf of the District of its obligations hereunder or under the Fiscal Agent Agreement, the Bonds or the Continuing Disclosure Certificate have been or will be obtained at the Closing Date and are or will be at the Closing Date in full force and effect.

(f) When delivered to the Underwriter, the Bonds will have been duly authorized by the City Council and duly executed, issued and delivered by the City and will constitute legal, valid and binding obligations of the City on behalf of the District enforceable against the City in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Net Special Taxes (except as provided in the Fiscal Agent Agreement) and the amounts in the Special Tax Fund and the Bond Reserve Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement.

(g) To the best of the City's knowledge, as of the date hereof the information in the Preliminary Official Statement concerning the City and the District is true and correct in all material respects and does not and, on the Closing Date the information in the Official Statement will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If after the date of this Purchase Agreement and until ninety (90) days after the End of the Underwriting Period (as hereinafter defined), any event shall occur, of which the City has notice, as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and, if in the opinion of the Underwriter and the City Manager on behalf of the District, such event requires an amendment or supplement to the Official Statement, the City will at its own expense amend or supplement the Official Statement in a form and manner jointly approved by the City and the Underwriter so that the statements therein as so amended or supplemented will not be misleading in light of the circumstances existing at such time, and the City will promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. As used herein the term "End of the Underwriting Period" means the later of such time as: (i) the City on behalf of the District delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

(i) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency or public board or body to which the City or the District is a party and has been served with a summons or other notice thereof, is pending, or to the knowledge of the City is threatened, in any way affecting the existence of the District, the existence of the City or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, the collection or application of the Net Special Taxes pledged or to be pledged to pay the principal of, and interest on, the Bonds, or the pledge thereof, or the collection or application of the Net Special Taxes pledged or to be pledged to pay the principal of, and interest on, the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, any action of the City or the District contemplated by any of such documents, or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or the District with respect to the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement or any action of the City or the District contemplated by any of such documents, or which contests the exclusion from gross income for federal income tax purposes of interest paid on the Bonds or the exemption of interest paid on the Bonds from State of California personal income taxation.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that neither the City nor the District shall be required to register as a dealer or broker of securities or to consent to service of process or qualify to do business in any jurisdiction where it is not now so subject. It is understood that such "blue sky" registration is the sole responsibility of the Underwriter.

(k) Any certificate signed by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the transactions contemplated by this Purchase Agreement shall be deemed a representation and warranty by the City on behalf of the District as to the statements made therein.

(l) The City on behalf of the District will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement.

(m) Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City on behalf of the District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a sufficient quantity to comply with Rule 15c2-12 and the applicable rules of the Municipal Securities Rulemaking Board.

(o) Except as disclosed in the Official Statement, to the best of the City's knowledge, no other public debt secured by a tax or assessment levied by the City on the land in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed by the City which include any portion of the land within the District.

(p) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(q) The Special Taxes may lawfully be levied in accordance with the rate and method of apportionment of special taxes for the District (the "Rate and Method") and the Ordinance, and, when levied, the Special Taxes so levied will be secured by a lien on the property on which they are levied.

(r) Neither the City nor the District has failed in any material respect to comply with any undertaking of the City under Rule 15c2-12 in the previous five years, except as is disclosed in the Preliminary Official Statement and in the Official Statement.

The execution and delivery of this Purchase Agreement by the City on behalf of the District shall constitute a representation to the Underwriter that the representations and warranties contained in this Section 3 are true as of the date hereof.

Section 4. Conditions to the Obligation of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, to the accuracy in all material respects of the statements of the officer and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City on behalf of the District of its obligations to be performed hereunder at or prior to the Closing Date and to the following conditions:

(a) At the Closing Date, the Fiscal Agent Agreement, the Continuing Disclosure Certificate, and this Purchase Agreement shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and counsel to the Underwriter, shall be necessary and appropriate.

(b) At the Closing Date, neither the City nor the District shall be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, and the performance by the City on behalf of the District of its obligations under the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Purchase Agreement, and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City on behalf of the District of its obligations under the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and this Purchase Agreement.

(c) At the Closing Date, except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City on behalf of the District of its obligations hereunder, and under the Fiscal Agent Agreement, the Bonds or the Continuing Disclosure Certificate will have been obtained and will be in full force and effect.

(d) The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(h) hereof, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(h) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the inside cover page of the Official Statement, of the Bonds shall not have been materially adversely affected (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the House of Representatives or the Senate of the Congress of the United States of America or recommended to the House of Representatives or the Senate of the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either the House of Representatives or the Senate of the Congress by any committee of the House or the Senate to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of

America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds;

(2) legislation introduced in or enacted (or resolution passed) by the House of Representatives or the Senate of the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(3) a general suspension of trading in securities on the New York Stock Exchange, or a general banking moratorium declared by Federal, State of New York or State of California officials authorized to do so;

(4) the introduction, proposal or enactment of any amendment to the Federal or California Constitution or any action by any Federal or California court, legislative body, regulatory body or any other governmental body materially adversely affecting the tax status of the District, its property, income, securities (or interest thereon), the validity or enforceability of the Special Taxes or the ability of the City to issue the Bonds and levy the Special Taxes as contemplated by the Fiscal Agent Agreement, the Rate and Method, the Ordinance and the Official Statement;

(5) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) there shall have occurred any outbreak of hostilities or other local, national or international calamity or crisis or the escalation of any hostilities, calamity or crisis, the effect of which on the financial markets of the United States of America, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect: (A) the market price or the marketability of the Bonds; or (B) the ability of the Underwriter to enforce contracts for the sale of the Bonds (it being acknowledged that as of the date hereof no such circumstance is occurring); or

(7) the commencement of any action, suit or proceeding described in Section 3(i).

(f) At or prior to the Closing Date, the Underwriter shall have received two counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Resolutions and the Ordinance, together with a certificate of the City Clerk, dated as of the Closing Date, to the effect that attached thereto are true, correct and complete copies of the Resolutions and the Ordinance, which have not been amended, supplemented or repealed and are in full force and effect;

(2) the Official Statement, executed on behalf of the District by an authorized signatory of the City;

(3) the Fiscal Agent Agreement duly executed and delivered by the City and the Fiscal Agent;

(4) the Continuing Disclosure Certificate, duly authorized and executed by the City and the Dissemination Agent;

(5) an unqualified opinion, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State of California in substantially the form included as Appendix E to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to the Underwriter;

(6) a supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that: (i) this Purchase Agreement, the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Underwriter, constitute legal, valid and binding agreements of the City on behalf of the District, each enforceable against the City in accordance with its respective terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases; (ii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the Bonds, the Fiscal Agent Agreement and the Continuing Disclosure Certificate conform as to form and tenor to the descriptions thereof contained in the Official Statement, and the statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE SERIES 2018 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS," and "TAX MATTERS" and in Appendices C and E to the Official Statement insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final opinion and the Act, are accurate in all material respects; and (iv) the Fiscal Agent Agreement has been duly executed by the City on behalf of the District and creates a valid pledge of the Net Special Taxes and the amounts on deposit in certain funds and accounts established under the Fiscal Agent Agreement to secure the repayment of the Bonds, as and to the extent provided in such Fiscal Agent Agreement; and (v) the Special Taxes and the levy thereof have been duly and validly authorized in accordance with the provisions of the Act;

(7) a letter of Schiff Hardin LLP, San Francisco, California, Disclosure Counsel, dated the Closing Date, addressed to the District and to the Underwriter, substantially to the effect that based upon an examination which they have made, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, they

have no reason to believe that the Official Statement (other than financial statements and other statistical and financial data and information relating to The Depository Trust Company, New York, New York, and its book-entry system contained therein and incorporated therein by reference, as to which no view need be expressed) as of its date contained and as of the Closing Date contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(8) a certificate of the City, dated the Closing Date and signed by the City Finance Director or City Manager or an authorized designee to the effect that: (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, except that all references herein to the Preliminary Official Statement shall be deemed to be references to the Official Statement; (ii) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Certificate and the Official Statement at or prior to the Closing Date;

(9) an opinion, dated the Closing Date and addressed to the City and the Underwriter, of the City Attorney, to the effect that: (i) the District is a community facilities district duly organized and validly existing under the Act; (ii) the Official Statement and the distribution thereof have been duly authorized by the City; (iii) the Resolutions and the Ordinance were adopted at meetings of the City Council, acting as the legislative body of the District, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting; (iv) other than as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body to which the City or the District is a party and has been served with a summons or other notice thereof, is pending or, to such counsel's knowledge, threatened, in any way affecting the existence of the District, the existence of the City or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, the collection or application of the Special Taxes to pay the principal of, and interest on, the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement, the Continuing Disclosure Certificate, or any action of the City or the District contemplated by any of such documents or in any way contesting the completeness or accuracy of the Official Statement or the powers of the City or the District with respect to the Bonds, the Fiscal Agent Agreement, this Purchase Agreement, the Continuing Disclosure Certificate, or any action on the part of the City or the District contemplated by any of such documents, or which challenges the exclusion of the interest paid on the Bonds from federal income tax and the exemption of interest paid on the Bonds from State of California personal income taxation; and (v) the statements in the Official Statement under the heading "ABSENCE OF MATERIAL LITIGATION" are, as of the date of the Official Statement and as of the date of the opinion, true and correct in all material respects and do not, as of the date of the Official Statement and as of the date of the opinion, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(10) a transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Resolutions and the Ordinance and the Notice of Special Tax Lien referred to in Section 4(f)15 below;

(11) certified copies of excerpts from the Bylaws of U.S. Bank National Association, as Fiscal Agent, authorizing the execution and delivery of certain documents by certain officers of U.S. Bank National Association, which resolution authorizes the execution by the Fiscal Agent of the Fiscal Agent Agreement;

(12) a certificate of U.S. Bank National Association, addressed to the Underwriter and the City dated the Closing Date, to the effect that: (i) U.S. Bank National Association is authorized to carry out corporate trust powers, and has full power and to perform its duties under the Fiscal Agent Agreement; (ii) U.S. Bank National Association is duly authorized to execute and deliver the Fiscal Agent Agreement, to accept the obligations created by the Fiscal Agent Agreement, and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over U.S. Bank National Association that has not been obtained is or will be required for the authentication of the Bonds, of the consummation by it of the other transactions contemplated to be performed by it in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement; and (iv) to the best of its knowledge, compliance with the terms of the Fiscal Agent Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, fiscal agent agreement, bond, note, resolution or any other agreement or instrument to which U.S. Bank National Association is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over U.S. Bank National Association or any of its activities or properties;

(13) a certificate dated the Closing Date from Goodwin Consulting Group, Inc. (the "Special Tax Consultant") substantially in the form set forth in Exhibit C hereto;

(14) a tax certificate of the City on behalf of the District in form and substance acceptable to Bond Counsel and the Underwriter;

(15) evidence of recordation in the real property records of the County of Yolo of the Notice of Special Tax Lien in the form required by the Act;

(16) evidence that Federal Form 8038 has been executed by the City and will be filed with the Internal Revenue Service;

(17) an opinion of counsel to the Fiscal Agent in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the City and the Underwriter, to the effect that the U.S. Bank National Association has duly authorized the execution and delivery of the Fiscal Agent Agreement, and that such documents are valid and binding obligations of U.S. Bank National Association enforceable in accordance with their respective terms;

(18) an opinion or letter of Stradling Yocca Carlson & Rauth, a Professional Law Corporation, counsel to the Underwriter, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

(19) an opinion of Bond Counsel pursuant to Section 4.2(B)(3) of the Fiscal Agent Agreement;

(20) a certificate dated the Closing Date from [D.R Horton] [CONFIRM LEGAL NAME] substantially in the form set forth in Exhibit E hereto;

(21) a certificate dated the Closing Date from [KB Home—Central California] [CONFIRM LEGAL NAME] substantially in the form set forth in Exhibit F hereto;

(22) a certificate dated the Closing Date from [Lennar Homes of California, Inc.] [CONFIRM LEGAL NAME] substantially in the form set forth in Exhibit G hereto;

(23) a certificate dated the Closing Date from [Taylor Morrison of California, LLC] [CONFIRM LEGAL NAME] substantially in the form set forth in Exhibit H hereto;

(24) a certificate dated the Closing Date from Integra Realty Resources substantially in the form set forth in Exhibit I hereto;

(25) a certificate dated the Closing Date from The Gregory Group substantially in the form set forth in Exhibit J hereto; and

(26) such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations and warranties of the City contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby, and by the Fiscal Agent Agreement, the Continuing Disclosure Certificate and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and none of the City, the District or the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter, the City and the District set forth in Section 5 hereof shall continue in full force and effect.

Section 5. Expenses.

(a) Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and expenses of the District, the City, the Fiscal Agent, the Del Rio Advisors, LLC, as financial advisor to the City, the Special Tax Consultant, Bond Counsel, Disclosure Counsel and the fees and expenses of any experts or consultants retained by the City in connection with the issuance and sale of Bonds; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred in connection with the issuance and sale of the Bonds.

(b) Whether or not the Bonds are delivered to the Underwriter as set for the herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP Bureau and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (a) of this Section, including, but not limited to, counsel to the Underwriter, costs for the preparation a continuing disclosure compliance report by Digital Assurance Certification, LLC.

Section 6. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Woodland at 300 First Street, Woodland, California 95695, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to: Piper Jaffray & Co., 8880 Cal Center Dr., Suite 400, Sacramento, California 95826, Attention: Dennis McGuire.

Section 7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

Section 8. Survival of Representations and Warranties. The representations and warranties of the City hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of the delivery of and payment for the Bonds.

Section 9. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings among the parties hereto in relation to the sale of the Bonds of the City.

Section 11. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made and performed within the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 11. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

PIPER JAFFRAY & CO.

By: ________________________________
Its: Authorized Officer

Accepted and agreed to as of
the date first above written:

CITY OF WOODLAND
for and on behalf of the CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT
NO. 2004-1 (SPRING LAKE)

By: ________________________________
Finance Officer

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	***Principal Amount***	***Interest Rate***	***Yield***	***Price***	***10% Test Used***	***Hold the Offering Price Used***
	$	%	%			

(c) [Priced to first optional redemption date of September 1, 20__ at par.]
* [Term Bonds]

<u>Redemption Provisions</u>

Optional Redemption of the Bonds. The Bonds maturing on or after September 1, 20___, are subject to redemption prior to their respective stated maturities, at the option of the City, from any source of available funds, as a whole or in part (in Authorized Denominations and by such maturities as may be specified by the City and at random within a maturity) on any date on or after September 1, 20___, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption from Prepayment of Special Tax. The Bonds are subject to redemption by the City prior to their stated maturity, as a whole or in part (in the principal amount of $5,000 or any integral multiple thereof and by such maturities as may be specified by the City and at random within a maturity) on any Interest Payment Date from prepayments of the Special Taxes, at the following redemption prices (expressed as a percentage of the principal amount of Series 2018 Bonds called for redemption), together with accrued interest thereon to the date fixed for redemption:

Redemption Dates	Redemption Price

Transfers of property ownership and certain other circumstances could result in prepayment of the Special Tax. Such prepayment would result in redemption of all or a portion of the Bonds prior to their stated maturities, at the redemption prices corresponding to the redemption dates as shown above, and would thus cause a proportionate reduction of the amount on deposit in the Bond Reserve Fund.

Mandatory Sinking Fund Redemption of Term Bonds. The 20__ Term Bonds maturing on September 1, 20__ (the "20__ Term Bonds"), are subject to redemption prior to their stated maturity, in part, at random from Mandatory Sinking Account Payment in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which amounts will be proportionately reduced by the principal amount of all 20__ Term Bonds optionally redeemed:

Mandatory Redemption Dates (September 1)	Principal Amount
*	

*Final maturity

EXHIBIT B

$_____*
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the duly appointed and acting City Manager of the City of Woodland (the "Issuer"), the City Council of which is the legislative body of the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), and is duly authorized to execute and deliver this Certificate and further hereby certifies on behalf of the Issuer as follows:

(1) This Certificate is delivered in connection with the offering and sale of the above-referenced bonds (the "Bonds") in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2018, setting forth information concerning the Bonds, the Issuer and the District (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2018.

CITY OF WOODLAND
for and on behalf of the CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT
NO. 2004-1 (SPRING LAKE)

By: ________________________________
Paul Navazio,
City Manager

* *Preliminary, subject to change.*

EXHIBIT C

$_____
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

CERTIFICATE OF SPECIAL TAX CONSULTANT

City of Woodland
300 First Street
Woodland, California 95695

Piper Jaffray & Co.
8880 Cal Center Dr., Suite 400
Sacramento, California 95826

The undersigned hereby states and certifies that:

1. The undersigned is an authorized officer of Goodwin Consulting Group, Inc. (the "Special Tax Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. The Special Tax Consultant has been retained as Special Tax Consultant for the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), and has reviewed the Rate and Method of Apportionment of Special Tax for the District (the "Rate and Method") a copy of which is set forth in Appendix B to the Official Statement, dated _____, 2018 (the "Official Statement") relating to the above-captioned bonds.

3. Based upon our review of the Rate and Method and the Official Statement, the amount of Net Special Taxes, if collected in the maximum amounts permitted pursuant to the Rate and Method on the date hereof, is not less than (i) 110% of the aggregate of Annual Debt Service due and payable with respect to the outstanding Bonds in each Bond Year that begins in the corresponding Fiscal Year plus (ii) 100% of the aggregate amount of principal and interest becoming due and payable in such Bond Year on all other debt obligations that are payable out of Net Special Taxes, provided that the annual debt service figures set forth in the table under the heading "DEBT SERVICE REQUIREMENTS—Debt Service Schedule" in the Official Statement, which were relied upon by Special Tax Consultant, are true and correct (however, no representation is made herein as to actual amounts of Special Taxes that will be collected in each year).

4. All information with respect to the Rate and Method in the Official Statement and all other information in the Official Statement sourced to the Special Tax Consultant ([including Tables 5, 6A-1, 6A-2, 6B-1, 6B-2, 7, 8A, 8B, 9A, 9B and 10] therein) is true and correct as of the date of the Official Statement and as of the date hereof, and a true and correct copy of the Rate and Method is attached to the Official Statement as Appendix B.

Capitalized terms used and not defined herein shall have the meanings set forth in the Fiscal Agent Agreement dated as of October 1, 2013, as supplemented by the First Supplemental Fiscal Agent Agreement dated as of November 1, 2016 and as further supplemented by the Second Supplemental Fiscal Agent Agreement dated as of _____, 2018, each by and between the City of Woodland and U.S. Bank National Association.

Dated: _____, 2018

GOODWIN CONSULTING GROUP, INC.

By: ________________________________

Its: ________________________________

EXHIBIT D

$_____
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Jaffray & Co. ("PJC") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. [***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) PJC offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2018, by and between PJC and the City of Woodland (the "City") for and on behalf of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), PJC has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2018), or (ii) the date on which PJC has sold at least 10% of such Hold-the-Offering-

Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the City of Woodland for and on behalf of Woodland Community Facilities District No. 2004-1 (Spring Lake).

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents PJC's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER JAFFRAY & CO.

By:____

Name:______________________________________

Dated: _____, 2018

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

EXHIBIT E

$_________
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

CERTIFICATE OF [D.R. HORTON] [CONFIRM LEGAL NAME]

In connection with the issuance and sale of the above-captioned bonds (the "Bonds") by the City of Woodland (the "City") for and on behalf of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), [D.R. Horton, a _____] (the "Developer") hereby certifies, represents, warrants and covenants to the City and Piper, Jaffray & Co., as underwriter, that the information under the captions "THE DISTRICT—Status of Development—*Residential Development*—<u>D.R. Horton</u>" in the Official Statement dated _____, 2018 delivered in connection with the Bonds, to the extent provided by the Developer, did not, as of its date, and as of the date hereof, does not contain any untrue statement of a material fact, and did not, as of its date, and as of the date hereof, does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Dated: _____, 2018 [D.R. HORTON, A _____]

By: ____
Authorized Officer

EXHIBIT F

$_________
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

CERTIFICATE OF [K.B. HOME—CENTRAL CALIFORNIA] [CONFIRM LEGAL NAME]

In connection with the issuance and sale of the above-captioned bonds (the "Bonds") by the City of Woodland (the "City") for and on behalf of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), [K.B. Home—Central California, a _____] (the "Developer") hereby certifies, represents, warrants and covenants to the City and Piper, Jaffray & Co., as underwriter, that the information under the captions "THE DISTRICT—Status of Development—*Residential Development*—K.B. Home—Central California" in the Official Statement dated _____, 2018 delivered in connection with the Bonds, to the extent provided by the Developer, did not, as of its date, and as of the date hereof, does not contain any untrue statement of a material fact, and did not, as of its date, and as of the date hereof, does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Dated: _____, 2018

[K.B. HOME—CENTRAL CALIFORNIA, A _____]

By: ____
Authorized Officer

EXHIBIT G

$_________
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

CERTIFICATE OF [LENNAR HOMES OF CALIFORNIA, INC.] [CONFIRM LEGAL NAME]

In connection with the issuance and sale of the above-captioned bonds (the "Bonds") by the City of Woodland (the "City") for and on behalf of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), [Lennar Homes of California, Inc., a California Corporation] (the "Developer") hereby certifies, represents, warrants and covenants to the City and Piper, Jaffray & Co., as underwriter, that the information under the caption "THE DISTRICT—Status of Development—*Residential Development*—<u>Lennar Homes of California</u>" in the Official Statement dated _____, 2018 delivered in connection with the Bonds, to the extent provided by the Developer, did not, as of its date, and as of the date hereof, does not contain any untrue statement of a material fact, and did not, as of its date, and as of the date hereof, does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Dated: _____, 2018

[LENNAR HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION]

By: ____
Authorized Officer

EXHIBIT H

$__________
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

CERTIFICATE OF [TAYLOR MORRISON OF CALIFORNIA, LLC] [CONFIRM LEGAL NAME]

In connection with the issuance and sale of the above-captioned bonds (the "Bonds") by the City of Woodland (the "City") for and on behalf of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District"), [Taylor Morrison of California, LLC, a California Limited Liability Company] (the "Developer") hereby certifies, represents, warrants and covenants to the City and Piper, Jaffray & Co., as underwriter, that the information under the caption "THE DISTRICT—Status of Development—*Residential Development*—Taylor Morrison" in the Official Statement dated _____, 2018 delivered in connection with the Bonds, to the extent provided by the Developer, did not, as of its date, and as of the date hereof, does not contain any untrue statement of a material fact, and did not, as of its date, and as of the date hereof, does not omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Dated: _____, 2018

[TAYLOR MORRISON OF CALIFORNIA, A CALIFORNIA LIMITED LIABILITY COMPANY]

By: ____
Authorized Officer

EXHIBIT I

$__________
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

_____, 2018

CERTIFICATE OF APPRAISER

City of Woodland Community Facilities District No. 2004-1 (Spring Lake)
300 First Street
Woodland, CA, 95695

City of Woodland
300 First Street
Woodland, CA, 95695

Piper Jaffray & Co.
8880 Cal Center Drive, Suite 400
Sacramento, California 95826

The undersigned hereby states and certifies:

1. That he is an authorized principal of Integra Realty Resources (the "Appraiser") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Appraiser has prepared an appraisal report, dated _____, 2018 (the "Appraisal Report"), on behalf of the City of Woodland (the "City") for and on behalf of the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District") in connection with the Preliminary Official Statement, dated _____, 2018 (the "Preliminary Official Statement") and the Official Statement dated _____, 2018 ("Official Statement"), for the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Bonds").

3. That the Appraiser hereby consents to the reproduction and use of the Appraisal Report appended to the Preliminary Official Statement and the Official Statement. The Appraiser also consents to the references to the Appraiser and the Appraisal made in the Preliminary Official Statement and the Official Statement.

5. In the opinion of the Appraiser the assumptions made in the Appraisal Report are reasonable. Since the date of value of the Appraisal Report, the Appraiser is not aware of any facts that would cause its opinion of value of the taxable property in the District to be lower than the value in the Appraisal.

5. Each of the parcels appraised by the Appraiser is encompassed within the District as set forth in the boundary map of the District.

6. That, as of the date of the Official Statement and as of the date hereof, the Appraisal Report appended to the Official Statement, to the best of my knowledge and belief, and subject to all of the Limiting Conditions and Major Assumptions set forth in the Appraisal Report, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and no events or occurrences have been ascertained by us or have come to our attention that would substantially change the estimated values stated in the Appraisal Report. However, we have not performed any procedures since the date of the Appraisal Report to obtain knowledge of such events or occurrences nor are we obligated to do so in the future.

7. The City and the Underwriter, Piper Jaffray & Co., are entitled to rely on the Certificate.

Dated: _____, 2018

INTEGRA REALTY RESOURCES

By: ____________________________________
Authorized Representative

EXHIBIT J

$__________
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

_____, 2018

CERTIFICATE OF MARKET ABSORPTION CONSULTANT

City of Woodland Community Facilities District No. 2004-1 (Spring Lake)
300 First Street
Woodland, CA, 95695

City of Woodland
300 First Street
Woodland, CA, 95695

Piper Jaffray & Co.
8880 Cal Center Drive, Suite 400
Sacramento, California 95826

The undersigned hereby states and certifies:

1. That he is an authorized principal of The Gregory Group (the "Market Absorption Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Market Absorption Consultant has prepared an Market report, dated _____, 2018 (the "Market Report"), on behalf of the City of Woodland (the "City") for and on behalf of the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District") in connection with the Preliminary Official Statement, dated _____, 2018 (the "Preliminary Official Statement") and the Official Statement dated _____, 2018 ("Official Statement"), for the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Bonds").

3. That the Market Absorption Consultant hereby consents to the reproduction and use of the Market Report appended to the Preliminary Official Statement and the Official Statement. The Market Absorption Consultant also consents to the references to the Market Absorption Consultant and the Market Report made in the Preliminary Official Statement and the Official Statement.

4. In the opinion of the Market Absorption Consultant the assumptions made in the Market Report are reasonable. Since the date of the Market Report, the Market Absorption Consultant is not aware of any facts that would cause its opinion as to the timing of home sales in the Community Facilities District to be different than the Market Report.

5 That, as of the date of the Official Statement and as of the date hereof, the Market Report appended to the Official Statement, to the best of my knowledge and belief, and subject to all of the limiting

conditions and major assumptions set forth in the Market Report, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and no events or occurrences have been ascertained by us or have come to our attention that would substantially change the estimated values stated in the Market Report. However, we have not performed any procedures since the date of the Market Report to obtain knowledge of such events or occurrences nor are we obligated to do so in the future.

7. The City and the Underwriter, Piper Jaffray & Co., are entitled to rely on the Certificate.

Dated: _____, 2018

THE GREGORY GROUP

By: ____

Authorized Representative

PRELIMINARY OFFICIAL STATEMENT DATED ________, 2018

NEW ISSUE–BOOK-ENTRY ONLY **NO RATING**

In the opinion of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, Sacramento, California, Bond Counsel, based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other things, the accuracy of representations and compliance with certain covenants, interest on the Series 2018 Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the opinion of Bond Counsel, interest on the Series 2018 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations for taxable years that began prior to January 1, 2018. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2018 Bonds. *See "TAX MATTERS."*

$21,000,000*
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

Dated: Date of Delivery **Due: September 1, as shown on the inside cover**

The proceeds received from the issuance of the $21,000,000* principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Series 2018 Bonds") will be used by the City of Woodland (the "City") on behalf of the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District") located in the City to: (i) provide funds to finance the construction and acquisition of certain public improvements within the District (the "2018 Project"); (ii) fund capitalized interest through and including September 1, 2020; (iii) make a deposit into the Bond Reserve Fund; and (iv) pay certain costs associated with the issuance of the Series 2018 Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS."

The Series 2018 Bonds are being issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the California Government Code) (the "Law"), and the provisions of a Fiscal Agent Agreement, dated October 1, 2013 (the "Master Fiscal Agent Agreement"), as amended and supplemented by a First Supplemental Fiscal Agent Agreement dated November 1, 2016 (the "First Supplemental Fiscal Agent Agreement") and the Second Supplemental Fiscal Agent Agreement dated June 1, 2018 (the "Second Supplemental Fiscal Agent Agreement," and collectively with the Master Fiscal Agent Agreement, and the First Supplemental Fiscal Agent Agreement, the "Fiscal Agent Agreement") each by and between the City and U.S. Bank, National Association, as fiscal agent (the "Fiscal Agent").

The Series 2018 Bonds are payable on a parity with $25,000,000 outstanding principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 and $26,685,000 outstanding principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds (Refunding and Capital Projects), Series 2016 payable from a special tax levied annually on Taxable Property (defined herein) located within the District, including any such taxes that are prepaid and any penalties and interest collected on delinquent payments (the "Special Tax") pursuant to a Rate, Method of Apportionment and Manner of Collection of Special Tax (the "Special Tax Formula") and from certain other funds pledged under the Fiscal Agent Agreement. The Special Tax is levied according to the Special Tax Formula approved by a vote of the qualified landowner electors within the District. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS," and APPENDIX B–"RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAX." The Special Tax is secured by a lien on certain real property within the District and does not constitute a personal indebtedness of the respective property owners.

The Series 2018 Bonds will be issued in fully registered form, in denominations of $5,000 or any integral multiple thereof, and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, as described herein. The principal of the Series 2018 Bonds is payable upon their respective stated maturities on September 1 of each year as set forth on the inside cover. Interest on the Series 2018 Bonds is payable semi-annually on September 1 and March 1 of each year, commencing [September] 1, 2018 at the rates shown on the inside cover. See "THE SERIES 2018 BONDS" AND APPENDIX H–"DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The Series 2018 Bonds are subject to optional and mandatory redemption as described herein. See "THE SERIES 2018 BONDS–Redemption Provisions."

The Series 2018 Bonds are limited obligations of the City payable, as to principal of and interest on and redemption premiums, if any, solely from Net Special Tax revenues received from the levy of the Special Tax on Taxable Property (as defined herein) within the District and certain funds established pursuant to the Fiscal Agent Agreement and held by the Fiscal Agent, as more fully described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS." Neither the faith and credit nor the general taxing power of the City, the County of Yolo, the State of California, or any political subdivision thereof is pledged to the payment of the Series 2018 Bonds. The Series 2018 Bonds are not secured by a legal or equitable pledge, charge, lien or encumbrance, upon any property of the City, or upon any of its income or receipts except the amounts that are, under the Fiscal Agent Agreement and the Law, set aside for the payment of the Series 2018 Bonds. Neither the members of the City Council of the City nor any persons executing the Series 2018 Bonds are liable personally on the Series 2018 Bonds by reason of their issuance.

MATURITY SCHEDULE
(See inside cover page)

This cover page contains information for quick reference only. It is *not* a complete summary of the Series 2018 Bonds. See "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS." Investors should read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2018 Bonds are offered when, as and if issued, subject to the approval as to their legality by Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, Sacramento, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed on for the City by Best, Best & Krieger, LLP, Sacramento, California, as City Attorney. Certain other legal matters will be passed upon for the City by Schiff Hardin LLP, San Francisco, California, Disclosure Counsel to the City, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Series 2018 Bonds will be available for delivery in book-entry only form through the facilities of DTC on or about August 22, 2018.

Piper Jaffray & Co.

Date of Official Statement: _______, 2018.

---

* Preliminary, subject to change.

MATURITY SCHEDULE

$21,000,000*
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)
Base CUSIP No.† 979568

$__,___,000* Serial Series 2018 Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP No.†

$__,___,000 _.___% Term Series 2018 Bonds due September 1, 20__–Yield: _.___%–Price: __.___%–CUSIP No.† ___
$__,___,000 _.___% Term Series 2018 Bonds due September 1, 20__–Yield: _.___%–Price: __.___%–CUSIP No.† ___

---

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright 2018 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for CGS database. The CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter, their agents, or counsel is responsible for the selection or uses of the CUSIP® numbers, and no representation is made as to their correctness on the applicable Bonds or as included herein. The CUSIP® numbers of specific maturities is subject to change following the issuance of the Series 2018 Bonds as a result of various actions, including, but not limited to, a refunding in whole or in part or as the result of the procurement of a secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2018 Bonds.

* Preliminary, subject to change.

No dealer, broker, salesperson or other person has been authorized by the City or the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2018 Bonds by any person, in any jurisdiction where such offer, solicitation or sale would be unlawful. The information and expressions of opinion stated herein are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

All summaries of the documents and laws referred to herein do not purport to be comprehensive or definitive and are qualified in their entireties by reference to each such document and statute. This Official Statement including any amendment or supplement hereto is intended to be deposited with one or more depositories. This Official Statement does not constitute a contract between any Owner of a Series 2018 Bond and the City or the District.

The information set forth herein has been obtained from sources that are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the City or the District. This Official Statement is submitted in connection with the sale of the Series 2018 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the City. All summaries of the documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions. All capitalized terms used herein, unless noted otherwise, shall have the meanings given to such terms in the Fiscal Agent Agreement. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with the Electronic Municipal Market Access site maintained by the Municipal Securities Rulemaking Board.

This Official Statement contains forecasts, projections, estimates and other forward-looking statements that are based on current expectations. The words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "budgets," "assumes" and analogous expressions are intended to identify forward-looking statements. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results. Any such forward-looking statements inherently are subject to a variety of risks and uncertainties that could cause actual results or performance to differ materially from those that have been forecast, estimated or projected. Such risks and uncertainties include, among others, changes in social and economic conditions, federal, State and local statutory and regulatory initiatives, litigation, population changes, seismic events and various other events, conditions and circumstances, many of which are beyond the control of the City and the District. These forward-looking statements speak only as of the date of this Official Statement. The City and the District disclaim any obligation or undertaking to release publicly any updates or revisions to such forward-looking statements contained herein if or when the expectations, events, conditions or circumstances on which such statements are based, occur, or if actual results, performance or achievements are materially different from any results, performance or achievements described or implied by such forward-looking statements.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

In connection with this offering, the Underwriter may overallot or effect transactions which stabilize or maintain the market price of the Series 2018 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Series 2018 Bonds to certain dealers and banks at prices lower than the initial public offering prices stated on the inside cover page and such public offering prices may be changed from time to time by the Underwriter.

The issuance and sale of the Series 2018 Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities. The registration or qualification of the Series 2018 Bonds in accordance with applicable provisions of securities laws of the states in which these Series 2018 Bonds have been registered or qualified, and the exemption from registration or qualification in other states, shall not be regarded as a recommendation thereof. None of these states or any of their agencies have passed upon the merits of the securities or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

The City maintains a website. Unless specifically indicated otherwise, the information presented on that website is *not* incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the Series 2018 Bonds.

CITY OF WOODLAND

MAYOR AND CITY COUNCIL

Enrique Fernandez, *Mayor*
Xóchitl Rodriguez , *Mayor Pro Tempore*
Angel Barajas, *Councilmember*
Marlin H. "Skip" Davies, *Councilmember*
Tom Stallard, *Councilmember*

CITY STAFF

Paul Navazio, *City Manager*
Kimberly McKinney, *Finance Officer*
Ana B. Gonzalez, *City Clerk*

SPECIAL SERVICES

Best, Best & Krieger, LLP
Sacramento, California
City Attorney

Kronick, Moskovitz, Tiedemann & Girard,
a Professional Corporation
Sacramento, California
Bond Counsel

Schiff Hardin LLP
San Francisco, California
Disclosure Counsel

Del Rio Advisors, LLC
Modesto, California
City Municipal Advisor

U.S. Bank, National Association
San Francisco, California
Fiscal Agent

Goodwin Consulting Group, Inc.
Sacramento, California
Special Tax Consultant

Integra Realty Resources – Sacramento
Rocklin, California
Appraiser

The Gregory Group
Folsom, California
Absorption Consultant

TABLE OF CONTENTS

INDEX OF TABLES

INDEX OF MAPS, DIAGRAMS, PLANS AND PHOTOGRAPHS

APPENDICES


YOLO COUNTY


OREGON
CALIFORNIA
Crescent City
Eureka
Redding
Mt Shasta
Red Bluff
Chico
Orland
Oroville
Fort Bragg
Mendocino
Truckee
South Lake Tahoe
Sacramento
Santa Rosa
Vallejo
Berkeley
San Francisco
Oakland
Stockton
Modesto
Palo Alto
San Jose
Santa Cruz
Merced
Madera
Fresno
Salinas
YOSEMITE NP
KINGS CANYON NP
DEATH VALLEY NP
YOLO COUNTY
Guinda
Zamora
Knights Landing
Brooks
Capay
Esparto
Woodland
West Sacramento
Winters
Davis
Clarksburg
16
5
505
113
80
128

v

$21,000,000*
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)
SPECIAL TAX BONDS, SERIES 2018
(CAPITAL PROJECTS)

INTRODUCTION

The description and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as set forth in the Fiscal Agent Agreement (defined below). See also, APPENDIX E–"SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT–DEFINITIONS."

Authorization; Purpose

This Official Statement, which includes the cover page and attached Appendices, provides certain information concerning the issuance of the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) in the principal amount of $21,000,000* (the "Series 2018 Bonds"). The Series 2018 Bonds are being issued pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311, *et seq.* of the California Government Code (the "Law"), and a Fiscal Agent Agreement, dated October 1, 2013 (the "Master Fiscal Agent Agreement"), as amended and supplemented by a First Supplemental Fiscal Agent Agreement dated November 1, 2016 (the "First Supplemental Fiscal Agent Agreement") and the Second Supplemental Fiscal Agent Agreement dated June 1, 2018 (the "Second Supplemental Fiscal Agent Agreement", and collectively with the Master Fiscal Agent Agreement, and the First Supplemental Fiscal Agent Agreement, the "Fiscal Agent Agreement") each by and between the City and U.S. Bank, National Association, as fiscal agent (the "Fiscal Agent").

The Law was enacted by the California Legislature to provide an alternate method of financing certain public capital facilities and services, especially in developing areas of the State of California (the "State"). Once duly established by a city, county or other local agency, a community facilities district is a legally constituted governmental entity within defined boundaries, with the governing board or legislative body of the local agency acting on its behalf. Subject to approval by a two-thirds vote of a district's qualified electors and compliance with the provisions of the Law, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Law, the City Council adopted Resolution No. 4559 on June 22, 2004 ("Resolution No. 4559"), providing for the establishment of the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "District") and calling an election to authorize the issuance of bonds and the collection and levying of an annual special tax on Taxable Property (defined herein) in the District, including any such taxes that are prepaid and any penalties and interest collected on delinquent payments (the "Special Tax"). On June 22, 2004 at a special election held pursuant to the Law, 100% of the qualified landowner electors in the District, authorized the issuance of special tax bonds in an amount not to exceed $112,500,000 (the "Bonds") to finance the acquisition and construction of certain facilities (the

* Preliminary, subject to change.

"Facilities"), and approved the maximum special tax, the method of apportionment and manner of collection of the Special Tax to pay for the Facilities, including the payment of interest on and principal of the Bonds, the repayment of funds advanced to the District, the annual administration expenses of the City and the District in determining, apportioning, levying and collection of the Special Tax and all authorized incidental expenses through Fiscal Year 2049-50. See APPENDIX B–"RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAX."

Following issuance of the Series 2018 Bonds, there will be $31,524,600* principal amount of unissued authorization remaining pursuant to Resolution No. 4559.

The proceeds received from the sale of Series 2018 Bonds will be used by the City on behalf of the District to: (i) provide funds to finance the construction and acquisition of certain public improvements within the District (the "2018 Project"); (ii) fund capitalized interest through and including September 1, 2020; (iii) make a deposit into the Bond Reserve Fund; and (iv) pay certain costs associated with the issuance of the Series 2018 Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS."

The Series 2018 Bonds

The Series 2018 Bonds will only be issued in authorized denominations of $5,000 or any integral multiple of $5,000 in excess thereof ("Authorized Denominations"). Principal of the Series 2018 Bonds is payable on September 1 of each year (each a "Principal Payment Date") as set forth on the inside cover. Interest on the Series 2018 Bonds is payable semi-annually on September 1 and March 1 of each year, commencing [September] 1, 2018 (each, an "Interest Payment Date"). See "THE SERIES 2018 BONDS."

Security and Sources of Payment for the Bonds

The Series 2018 Bonds are payable on a parity with the City's Series 2013 Bonds and Series 2016 Bonds (each as defined below) from revenues received from the Special Tax levied by the City (including any prepayment thereof and proceeds from foreclosure sales pursuant to the Fiscal Agent Agreement) on Taxable Property (as defined in the Special Tax Formula) in the District (the "Special Taxes") *less* annual Administrative Expenses (as defined herein) in an amount of $27,602 in Fiscal Year 2017-18, increased by 2% per year (compounded) each Fiscal Year thereafter (the "Net Special Taxes"), the bond reserve fund established under the Fiscal Agent Agreement (the "Bond Reserve Fund") and money in certain other funds and accounts established under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS." The Special Tax is included on the regular property tax bill sent to the record owners of property within the District. The City covenants in the Fiscal Agent Agreement for the benefit of the owners of the Bonds, under the circumstances described herein, to commence judicial foreclosure proceedings against property delinquent in the payment of the Special Taxes and to diligently pursue such proceedings to completion. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Special Tax Authorization" and "–Delinquent Payments of Special Tax; Covenant to Foreclose."

* Preliminary, subject to change.

The Series 2018 Bonds are limited obligations of the City payable, as to principal of, interest on, and redemption premiums, if any, solely from the proceeds of Net Special Tax received from the levy of the Special Tax on Taxable Property (including any prepayments thereof and proceeds from the sale of property collected pursuant to the foreclosure provisions of the Fiscal Agent Agreement for the delinquency of the Special Tax) and amounts in certain funds and accounts established in the Fiscal Agent Agreement. Neither the full faith and credit nor the general taxing power of the City is pledged for the payment of the interest on, principal of and redemption premiums, if any, on the Series 2018 Bonds. The Series 2018 Bonds are not secured by a legal or equitable pledge, charge, lien or encumbrance, upon any property of the City, or upon any of its income or receipts except the amounts that are, under the Fiscal Agent Agreement and the Law, set aside for the payment of the Series 2018 Bonds. Neither the members of the City Council of the City nor any persons executing the Series 2018 Bonds are liable personally on the Series 2018 Bonds by reason of their issuance.

Net Special Taxes. Payments of interest on and principal of the Bonds will be made *solely* from the Net Special Taxes received from the Special Tax authorized to be levied annually by the City on all property in the District that is not exempt from the Special Tax (collectively, the "Taxable Property") pursuant to Special Tax Formula (defined herein) under and pursuant to the Law and the election held in the District on June 22, 2004. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Special Tax Authorization."

Bond Reserve Fund. The Fiscal Agent Agreement established a Bond Reserve Fund as security for the Bonds, which is required to be funded in an amount equal to the Bond Reserve Requirement. Following the issuance of the Series 2018 Bonds, the Bond Reserve Requirement is $________. Proceeds from the issuance of the Series 2018 Bonds in the amount of $_______ will be deposited into the Bond Reserve Fund to bring the amount on deposit therein equal to the Bond Reserve Requirement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Bond Reserve Fund."

Parity Debt. The Series 2018 Bonds will be payable on a parity with $25,000,000 outstanding principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 (the "Series 2013 Bonds") and $26,685,000 outstanding principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds (Refunding and Capital Projects), Series 2016 (the "Series 2016 Bonds, " and together with the Series 2013 Bonds, the "Outstanding Parity Bonds"). The Series 2013 Bonds were issued pursuant to the Master Fiscal Agent Agreement to refund the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, and the Series 2016 Bonds were issued pursuant to the Master Fiscal Agent Agreement, as amended and supplemented by the First Supplemented Fiscal Agent Agreement, to finance the construction and acquisition of certain public improvements in the District and refund six separate series of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds. The Master Fiscal Agent Agreement permits the City to issue Additional Bonds secured on a parity with the Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Additional Bonds."

The City

The City is located in Yolo County (the "County") approximately 20 miles northwest of Sacramento at the intersection of Interstate 5 and State Route 113 and approximately 81 miles northeast of San Francisco. The City is the seat of government for the County. For additional information regarding the City, see APPENDIX A–"GENERAL AND ECONOMIC INFORMATION FOR THE CITY OF WOODLAND."

The Spring Lake Specific Plan Area

Pursuant to its general plan, an approximately 1,748 acre area (the "Master Plan Area") south of the existing City limits was identified as the area in which future growth would occur. In December 2001, the City Council adopted a specific plan, as amended, for the development of approximately 1,097 acres within the Master Plan Area (the "Spring Lake Specific Plan Area"). See "THE SPRING LAKE SPECIFIC PLAN AREA."

The District

General. The District comprises approximately 808 non-contiguous acres of the Spring Lake Specific Plan Area. It is expected that upon full buildout of the District, including annexation of the remaining approximately 25 acres in the Spring Lake Specific Plan Area, approximately 3,146 single-family units, approximately 1,025 multi-family housing units, approximately seven acres of commercial development and approximately 30 acres of parks and open space will be developed. See "THE DISTRICT."

As of Fiscal Year 2017-18, there were 1,736 parcels of Taxable Property within the District. The Taxable Property is comprised of: (i) 1,562 parcels of "Developed Property" (defined in the Special Tax Formula as any parcel for which a building permit was issued prior to January 1 of the preceding Fiscal Year) of which 1,536 parcels had improvement value, and 26 parcels that did not have improvement value; and (ii) 174 parcels designated as "Small Lot Tentative Map Property" (as defined in the Special Tax Formula). There are also two lots in the District that do not have a building unit allocation (a "BUA"). Pursuant to the Special Tax Formula, parcels without a BUA are not subject to tax and no "Undeveloped Property" (as defined in the Special Tax Formula) in the District is currently being taxed. See "THE DISTRICT–Building Unit Allocation Ordinance" and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Special Tax Formula."

Property Values. The City retained the services of Integra Realty Resources – Sacramento (the "Appraiser") to provide an estimate of value of the improved lots, single-family homes (without a current assessed values for improvements and those under construction), finished single-family lots, and unimproved lots requiring in-tract improvements (the "Appraisal") and The Gregory Group (the "Absorption Consultant") to perform a market absorption study with respect to the appraised property. See "THE DISTRICT–Status of Development," "–Property Values in the District," APPENDIX C–"APPRAISAL OF REAL PROPERTY," and APPENDIX D–"ABSORPTION STUDY."

The aggregate assessed and appraised value of the District (based upon the assumptions and limiting conditions contained in the Appraisal) as of March 19, 2018 is estimated to be not less than $830.2 million.

Risk Factors and Investment Considerations

An investment in the Series 2018 Bonds involves a substantial degree of risk and each prospective investor should consider its financial condition and the risks involved to determine the suitability of investing in the Series 2018 Bonds.

The Series 2018 Bonds have not been rated and there may not be a public market for the Series 2018 Bonds.

See "CERTAIN RISKS TO BONDHOLDERS AND INVESTMENT CONSIDERATIONS" for a discussion of some of the risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Series 2018 Bonds.

Continuing Disclosure

The City has covenanted for the benefit of Owners and Beneficial Owners to provide certain financial information and operating data relating to the City not later than seven months following the end of each Fiscal Year, commencing with report due January 31, 2019 (the "Annual Report"), and to provide notices of the occurrence of certain significant events. The Annual Report and the notices of significant events will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access site. The specific nature of the information to be contained in the Annual Report and the notices of significant events is set forth in APPENDIX F–"FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Additional Information

Brief descriptions of the Series 2018 Bonds, the security for the Series 2018 Bonds, the Special Tax, the Special Tax Formula, the City, the District and the property in the District are included in this Official Statement together with summaries of certain provisions of the Series 2018 Bonds, the Fiscal Agent Agreement, the Spring Lake Specific Plan, the Facilities Financing Plan, and certain other documents. Such descriptions do not purport to be comprehensive or definitive. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms as set forth in the Fiscal Agent Agreement. All references herein to the Fiscal Agent Agreement, the Spring Lake Specific Plan, the Appraisal, the Absorption Study, and other documents are qualified in their entirety by reference to such documents, and references herein to the Series 2018 Bonds are qualified in their entirety by reference to the form thereof included in the Fiscal Agent Agreement, copies of which are available prior to the issuance of the Series 2018 Bonds at the office of the Finance Officer of the City, City of Woodland, City Hall, 300 First Street, Woodland, California 95695, telephone: 530-661-5830 and thereafter at the office of the Fiscal Agent, U.S. Bank National Association, One California Street, Suite 2550, San Francisco, California 94111; telephone: 415-273-4517.

PLAN OF FINANCE

A portion of the proceeds from the sale of the Series 2018 Bonds will be used to reimburse Developer Property Owners (defined herein) within the District for the costs of acquiring, constructing and installing certain improvements within the District, consisting generally of storm drainage facilities, road improvements and land acquisition (collectively, the "2018 Project"). See "ESTIMATED SOURCES AND USES OF FUNDS."

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the financing are set forth in Table 1 below:

Table 1
Estimated Sources and Uses of Funds

Sources of Funds:	
Principal Amount of the Series 2018 Bonds	$21,000,000.00*
[Less/Plus]: Original Issue [Discount/Premium]	
TOTAL SOURCES	
Uses of Funds:	
Deposit to Series 2018 Acquisition and Construction Account	
Deposit to Interest Fund(1)	
Deposit to Bond Reserve Fund	
Underwriter's Discount	
Costs of Issuance(2)	
TOTAL USES	

* Preliminary, subject to change.
(1) To pay capitalized interest on the Series 2018 Bonds through and including September 1, 2020.
(2) Costs of Issuance include City's fees and expenses, Bond Counsel fee, Disclosure Counsel fee, Fiscal Agent fee, Fiscal Agent Counsel fee, Municipal Advisor fee, Special Tax Consultant fee, fees of the Appraiser and the Absorption Consultant, printing costs and other miscellaneous costs of issuance.

THE SERIES 2018 BONDS

Authority for Issuance

The Series 2018 Bonds are issued pursuant to the Law and the Fiscal Agent Agreement.

Description

The Series 2018 Bonds will be issued in fully registered form only, without coupons, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") who will act as securities depository for the Series 2018 Bonds. See APPENDIX H–"DTC AND THE BOOK-ENTRY ONLY SYSTEM." Ownership interests in the Series 2018 Bonds may initially be purchased in denominations of $5,000 or integral multiple thereof ("Authorized Denominations"). The Series 2018 Bonds will mature on September 1 of each year, commencing September 1, 201[8], in the principal amounts and years, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Series 2018 Bonds will be payable semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 201__, and will be computed on the basis of a 360-day year consisting of twelve 30-day months. Each Series 2018 Bond will bear interest from the date of delivery. So long as the Series 2018 Bonds are held in book-entry only form, principal and interest will be paid directly to DTC for distribution to the beneficial owners of the Series 2018 Bonds in accordance with the procedures of DTC.

Redemption Provisions

Optional Redemption. The Series 2018 Bonds maturing on or after September 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the City, from any source of available funds, as a whole or in part (in Authorized Denominations and by such maturities as may be specified by the City and at random within a maturity) on any date on or after September 1, 20__, at [the following redemption prices (expressed as a percentage of the principal amount of the Series 2018 Bonds called for redemption)/a redemption price equal to the principal amount of the Series 2018 Bonds called for redemption], plus accrued interest to the date fixed for redemption, as set forth below.

Table 2A
Optional Redemption

Redemption Dates	Redemption Price
September 1, 20__ and March 1, 20__	___%
September 1, 20__ and March 1, 20__	___
September 1, 20__ and thereafter	___

Mandatory Redemption from Special Tax Prepayments. The Series 2018 Bonds are subject to mandatory redemption by the City prior to their stated maturity dates, as a whole or in part (in the principal amount of $5,000 or any integral multiple thereof and by such maturities as may be specified by the City and at random within a maturity) on any Interest Payment Date from prepayments of the Special Taxes, at the following redemption prices (expressed as a percentage of the principal amount of the Series 2018 Bonds called for redemption), together with accrued interest to the date fixed for redemption, as set forth below:

Table 2B
Mandatory Redemption From Prepayment of Special Tax

Redemption Dates	Redemption Price
September 1, 20__ and March 1, 20__	___%
September 1, 20__ and March 1, 20__	___
September 1, 20__ and thereafter	___

Mandatory Sinking Fund Redemption of Term Bonds. The Series 2018 Bonds maturing on September 1, 20__ (the "20__ Term Bonds") are subject to redemption prior to their stated maturity, in part, at random from Mandatory Sinking Account Payments in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which amounts will be proportionately reduced by the principal amount of all 20__ Term Bonds optionally redeemed.

Table 3A
Mandatory Sinking Fund Redemption of 20__ Term Bonds

Mandatory Redemption Date (September 1)	Amount
†	

† Final Maturity.

The Series 2018 Bonds maturing on September 1, 20__ (the "20__ Term Bonds") are subject to redemption prior to their stated maturity, in part, at random from Mandatory Sinking Account Payments in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which amounts will be proportionately reduced by the principal amount of all 20__ Term Bonds optionally redeemed.

Table 3B
Mandatory Sinking Fund Redemption of 20__ Term Bonds

Mandatory Redemption Date (September 1)	Amount
†	

† Final Maturity.

Redemption Procedures

Selection of Bonds for Redemption. If the City does not specify the amount of Series 2018 Bonds to be redeemed, the Fiscal Agent is required to prorate the amount of Bonds to be redeemed between all the Series of Bonds in proportion to the amount of Bonds of each Series that are Outstanding. If the City does not specify the particular maturities of Bonds of a Series to be redeemed, Bonds of such Series shall be redeemed in inverse order of maturity. If less than all the Outstanding Series 2018 Bonds of any maturity are to be redeemed, not more than 45 days prior to the redemption date, the Fiscal Agent is required to select the particular Series 2018 Bonds to be redeemed from the Outstanding Series 2018 Bonds and maturity that have not previously been called for redemption, at random in any manner that the Fiscal Agent in its sole discretion deems appropriate and fair.

The portion of any Bond to be redeemed shall be an Authorized Denomination; provided that, in the case of redemptions made from prepayments of the Special Taxes, the portion of any Series 2018 Bond to be redeemed shall be in the principal amount of $5,000 or any integral multiple thereof. In selecting Series 2018 Bonds for redemption, each Series 2018 Bond shall be considered as representing that number of Bonds that is obtained by dividing the principal amount of such Series 2018 Bond by the minimum Authorized Denomination.

Notice of Redemption. The Fiscal Agent is required to mail notices of redemption by first class mail, not fewer than 30 nor more than 60 days prior to the redemption date, to the respective Owners of any Series 2018 Bonds designated for redemption at their addresses appearing on the Bond Register; the original underwriter or other first purchaser of the Series 2018 Bonds designated for redemption; and to the Securities Depositories and the Information Service (at the same time it mails notice of redemption to the Owners) by registered or overnight mail, or by such other method as may be acceptable to such institutions.

Each notice of redemption is required to state: (i) the date of the notice; (ii) the Series designation of the Bonds; (iii) the date of issuance of the Series 2018 Bonds; (iv) the Redemption Date; (v) the Redemption Price; (vi) the place or places of redemption (including the name and appropriate address or addresses of the Fiscal Agent); (vii) the CUSIP number (if any) of the maturity or maturities of the Series 2018 Bonds to be redeemed; and, (viii) if less than all of any such maturity, the certificate numbers of the Series 2018 Bonds of such maturity to be redeemed. If any Series 2018 Bond so chosen for redemption is not redeemable in whole, upon presentation of such Series 2018 Bond for redemption there will be issued in lieu of the unredeemed portion of principal thereof a new Series 2018 Bond or Bonds of the same maturity date, of authorized denominations, equal in aggregate principal amount to such unredeemed portion. See also APPENDIX E–"SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT."

Failure of the Fiscal Agent to give notice to one or more of the Information Services or the Securities Depositories or failure of any Owner to receive any such notice or any defect in any such notice will not affect the sufficiency of the proceedings for redemption. Failure by the Fiscal Agent to mail notice to any one or more of the respective Owners of any Series 2018 Bonds designated for redemption will not affect the sufficiency of the proceedings for redemption with respect to the Owner or Owners to whom such notice was mailed.

Conditional Notice of Redemption. The City may, at its option, specify in any notice of optional redemption that redemption is conditional upon the availability of money sufficient to pay the Redemption Price of all the Series 2018 Bonds that are to be redeemed on the date fixed for redemption.

Effect of Redemption. If notice of redemption is given as provided in the Fiscal Agent Agreement and the amount necessary for the payment of the Redemption Price is held by the Fiscal Agent, then on the redemption date designated in such notice (i) the Series 2018 Bonds so to be redeemed will become due and payable at the Redemption Price specified in such notice, (ii) interest on such Series 2018 Bonds will cease to accrue, (iii) such Series 2018 Bonds will cease to be entitled to any benefit or security under the Fiscal Agent Agreement, and (iv) the Owners of such Series 2018 Bonds will have no rights in respect thereof except to receive payment of the Redemption Price.

Rescission of Notice. The City may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series 2018 Bonds so called for redemption. Any optional redemption and notice thereof will be rescinded if, for any reason, on the date fixed for redemption monies are not available in the Redemption Account or otherwise held in trust for such purpose in the amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2018 Bonds called for redemption. Notice of rescission of redemption is required to be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series 2018 Bond of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS

General

The Series 2018 Bonds are limited obligations of the City payable, both as to principal and interest and any premiums upon redemption thereof, solely from Net Special Taxes received from the annual Special Tax levied by the City on Taxable Property within the District, including proceeds from the sale of property collected as result of foreclosure of the lien of the Special Taxes and certain funds and accounts held under the Fiscal Agent Agreement.

The Series 2018 Bonds are limited obligations of the City payable, as to principal of, interest on, and redemption premiums, if any, solely from the proceeds of Net Special Tax received from the levy of the Special Tax on Taxable Property (including any prepayments thereof and proceeds from the sale of property collected pursuant to the foreclosure provisions of the Fiscal Agent Agreement for the delinquency of the Special Tax) and amounts in certain funds and accounts established in the Fiscal Agent Agreement. Neither the full faith and credit nor the general taxing power of the City is pledged for the payment of the interest on, principal of and redemption premiums, if any, on the

Series 2018 Bonds. The Series 2018 Bonds are not secured by a legal or equitable pledge, charge, lien or encumbrance, upon any property of the City, or upon any of its income or receipts except the amounts that are, under the Fiscal Agent Agreement and the Law, set aside for the payment of the Series 2018 Bonds. Neither the members of the City Council of the City nor any persons executing the Series 2018 Bonds are liable personally on the Series 2018 Bonds by reason of their issuance.

Although the Special Tax constitutes a lien on property subject to taxation in the District, it does not constitute a personal indebtedness of the owners of such property. There is no assurance that the owners will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. The risk of nonpayment by property owners is more fully described in "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS–Collection of the Special Tax."

Special Tax Authorization

General. Pursuant to the Law, on June 22, 2004 the City Council adopted a resolution establishing the District and calling a special election to authorize the issuance of bonds and the levy of the Special Tax. At an election held pursuant to the Law, the landowners who were the qualified electors of the District authorized (by more than the requisite two-thirds vote) the issuance of bonded indebtedness in an amount not to exceed $112,500,000 and approved the Rate, Method of Apportionment and Manner of Collection of Special Tax (the "Special Tax Formula") to pay the principal of, and interest on, and redemption premium on, if any, the authorized bonded indebtedness. The Special Tax is levied according to the Special Tax Formula through Fiscal Year 2049-50 as set forth in APPENDIX B–"RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAX." The City Council annually establishes tax rates to levy and apportion the Special Tax against Taxable Property within the District.

City Covenant to Levy. Pursuant to the Fiscal Agent Agreement, so long as any Bonds are outstanding, the City is required annually to levy the Special Tax, subject to the maximum tax rates approved by the landowner voters, against all Taxable Property in the District and to make provision for the collection of the Special Tax in amounts that, will be sufficient to pay the principal of and interest on the Bonds when due, to pay the annual expenses of administering the District, to cure delinquencies in the payment of debt service on the Bonds that have occurred or are expected to occur in the current Fiscal Year, and to replenish the Bond Reserve Fund to an amount equal to the Bond Reserve Requirement.

In the opinion of Bond Counsel, the Special Tax is excepted from the tax rate limitation of California Constitution Article XIII A pursuant to Section 4 thereof as a "special tax" authorized by two-thirds vote of the qualified electors as set forth in the Law. Consequently, the City has the power and is obligated to cause the levy and collection of the Special Tax in an amount determined according to the Special Tax Formula, which the City Council and the eligible landowner electors within the District have approved.

The Law prohibits the City Council from adopting a resolution to initiate proceedings to reduce the rate of the Special Tax or terminate the levy of the Special Tax unless the City Council determines that the reduction or termination of the Special Tax "would not interfere with the timely retirement" of outstanding Bonds secured by the Special Tax. The City has covenanted in the Fiscal Agent Agreement that it will not consent to or conduct proceedings to reduce the Special Tax that may be levied in the District below an amount in any Fiscal Year equal to 110% of the aggregate debt service due and payable with respect to the Bonds in such Bond Year ending on September 1 immediately following such Fiscal Year, *plus* 100% of the City's reasonable estimate of Administrative Expenses for the Fiscal Year.

Manner of Collection. The Special Tax is collected in the same manner and at the same time as *ad valorem* property taxes are collected by the County and, except as described below under the caption "–

Delinquent Payments of Special Tax; Covenant to Foreclose," is subject to the same penalties and the same procedures, sale and lien priority in the case of delinquency as is provided for *ad valorem* property taxes. Taxes are levied by the County for each Fiscal Year on taxable real property that is situated in the County as of the preceding January 1. For collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien that is sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed and collected on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each Fiscal Year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. Property on the secured roll with respect to which taxes are delinquent become tax defaulted on June 30 of the Fiscal Year; such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the date of redemption, together with the defaulted taxes, the delinquency penalty, costs, and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the County, however, under certain circumstances property may be foreclosed sooner. See "–Delinquent Payments of Special Tax; Covenant to Foreclose."

Property taxes on the unsecured roll are due as of the lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The County has four ways of collecting delinquent unsecured property taxes: (i) bringing a civil action against the taxpayer; (ii) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (iii) filing a certificate of delinquency for record in the County Clerk and County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (iv) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the assessee.

Teeter Plan

In 1949, the California Legislature enacted an alternative method for the distribution of secured *ad valorem* property taxes to local agencies. This method, commonly known as the Teeter Plan, is set forth in Sections 4701-4717 of Revenue and Taxation Code of the State of California. The Yolo County Board of Supervisors (the "Board of Supervisors") approved implementation of the Teeter Plan in November 1993, both as to general and special taxes entered and collected on the secured tax roll.

Generally, the Teeter Plan provides for a tax distribution procedure by which secured roll taxes, special taxes and assessments are distributed to taxing agencies within a county included in the Teeter Plan on the basis of the tax levy, rather than on the basis of actual tax collections. A county then receives all future delinquent tax payments, penalties and interest, and a complex tax redemption distribution system for all taxing agencies is avoided. In connection with the Teeter Plan, a county can advance to the participating taxing agencies an amount equal to 95% of the total then-prior years' delinquent secured property taxes, 100% of the total then-prior years' delinquent secured special taxes, including the associated penalties and interest, and 100% of the then-current year's secured roll levy.

The Teeter Plan remains in effect unless the Board of Supervisors orders discontinuance. The County policy provides that it may order discontinuance of the Teeter Plan as to special taxes for the next year if the rate of delinquency for a taxing district exceeds 3% in any Fiscal Year. Unless and until the Board of Supervisors orders discontinuance of the Teeter Plan with respect to the District, the City is credited with 100% of the scheduled Special Tax payments without regard to actual amounts collected. The City can give no assurance, however, that the Teeter Plan will be continued in future years.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a *pro rata* adjustment for the amount of the change is made on the records of the treasurer of the County and the County Auditor. Such an adjustment would be an offset to future distributions of tax revenues to the District.

So long as the County maintains its policy of collecting taxes pursuant to said procedures and the City meets the Teeter Plan requirements, the City will receive 100% of the annual installments levied without regard to actual collections in the City. No assurance can be given that the County will continue to include special taxes levied within community facilities districts in the Teeter Plan, and the County could decide to discontinue the inclusion of such special taxes in the Teeter Plan at any time, or to discontinue the Teeter Plan in its entirety.

Special Tax is not a Personal Obligation

Although the Special Tax constitutes a lien on Taxable Property, it does not constitute a personal indebtedness of the property owners of such property. There is no assurance that the property owners will be financially able to pay the Special Tax or that they will pay such tax even if financially able to do so. The risk of the property owners not paying the Special Tax is more fully described in "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS–Payment of the Special Tax is Not a Personal Obligation of the Property Owner."

Special Tax Formula

Capitalized terms used under this heading and not otherwise defined shall have the same meanings as set forth in the Special Tax Formula. See APPENDIX B–"RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAX."

General. The Special Tax Formula provides that the Special Tax levy each Fiscal Year is calculated by first determining the "Special Tax Requirement" for such Fiscal Year. The "Special Tax Requirement" is defined in the Special Tax Formula as the amount necessary in any Fiscal Year to (i) pay the principal of and interest on the Bonds that is due in the calendar year that begins in such Fiscal Year; (ii) create and/or replenish the reserve fund for the Bonds; (iii) cure any delinquencies in the payment of the principal of or interest on Bonds that have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of the Special Tax, are expected to occur in the Fiscal Year in which the Special Tax will be collected; (iv) pay Administrative Expenses (defined below); and (v) pay the costs of public improvements and public infrastructure authorized to be financed by the District. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Fiscal Agent Agreement; (b) proceeds from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Administrative Expenses" means any or all of the following: fees and expenses of any Fiscal Agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to the District and the Bonds, including, but not limited to, costs of levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the District, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the City in any way related to the establishment or administration of the District.

Pursuant to the Special Tax Formula on or about July 1 of each year the Administrator will (i) categorize each parcel of Taxable Property within the District into one of three categories: (a) Developed Property, (b) Small Lot Tentative Map Property, or (c) Undeveloped Property; (ii) determine if parcels of Multi-Family Property are Affordable Multi-Family Property; and (iii) determine if there are parcels of Taxable Non-Residential Property. A Maximum Special Tax, calculated as more fully described below, will be assigned to each parcel of Taxable Property based on its existing zoning designation.

In any Fiscal Year, if it is determined that: (i) a parcel map for a portion of property in the District was recorded after January 1 of the prior Fiscal Year (or any other date after which the County Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the County Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator will calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created parcel, and then applying the sum of the individual Special Taxes to the parcel that was subdivided by recordation of the parcel map. Similarly, if a portion of a parcel is included in an approved Small Lot Tentative Map while the remainder of such parcel is classified as Undeveloped Property, the Administrator will separately calculate the Special Tax that applies to the Small Lot Tentative Map Property and the Undeveloped Property within such parcel, and the Special Tax levied on such parcel shall be the sum of the two figures.

For purposes of the Special Tax Formula the following terms are defined as follows:

"Affordable Multi-Family Property" means a parcel of Multi-Family Property that is either deed-restricted to maintain the affordability of the residential units within the building or, in the City's Sole discretion, otherwise qualifies as affordable housing.

"Developed Property" means, in any Fiscal Year, any parcel for which a building permit was issued prior to January 1 of the preceding Fiscal Year.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with the Special Tax Formula that can be levied in any Fiscal Year.

"Multi-Family Property" is defined in the Special Tax Formula to mean, in any Fiscal Year, any parcel of Developed Property for which a building permit was issued for construction of a residential structure with three or more residential units that share common walls, all of which are offered for rent to the general public.

"Small Lot Tentative Map" means a map that is made for the purpose of showing the design of a proposed subdivision, including Residential Lots that are expected within the subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property and is not recorded in the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Property" means, in any Fiscal Year, all Parcels which are included within a Small Lot Tentative Map that was approved by June 30 of the prior Fiscal year (including any such maps that have subsequently expired), and which have not yet become Developed Property.

"Taxable Non-Residential Property" means, in any Fiscal Year, any parcel of Developed Property that: (i) had a building permit issued prior to January 1 of the prior Fiscal Year for construction of a commercial or industrial building, and (ii) had, in prior Fiscal Years, been developed and taxed as residential property or designated for Residential Units or High-Density Acres in the Spring Lake Specific Plan Area. If a parcel that had been designated for Residential Units or High-Density Acres is subsequently designated for non-residential development, the parcel will not become Taxable Non-Residential Property *if*, in the City's sole discretion, the Expected Units/Acres from that parcel were shifted to another parcel with no resulting decrease in the Expected Maximum Special Tax Revenues associated with those Expected Units/Acres.

Undeveloped Property" means in any Fiscal Year, any parcel of Taxable Property in the District that is not Developed Property or Small Lot Tentative Map Property.

Pursuant to the Special Tax Formula, once the Special Tax has been levied on a parcel of Developed Property, the Maximum Special Tax applicable to such parcel will not be reduced in future Fiscal Years regardless of changes in land use on such parcel. Notwithstanding the foregoing, the actual Special Tax levied on any parcel of Developed Property in any Fiscal Year may be less than the Maximum Special Tax if a lower Special Tax is calculated pursuant to the *First* step of Special Tax Formula. See "*–Method of Apportionment*."

Maximum Special Tax

Original Parcels. The Special Tax Formula specifies the Maximum Special Tax that may be imposed upon property depending upon the Expected Spring Lake Specific Plan Land Use Designations for each parcel in that existed at the time the District was formed or added to the District upon completion of annexation (each an "Original Parcel"). A Successor Parcel that is further subdivided is also considered an Original Parcel for purposes of determining the Special Tax.

Thereafter, the parcels and Expected Units/Acres within each Spring Lake Specific Plan Land Use Designation and the Maximum Special Tax assigned to each Original Parcel may be revised due to lot line adjustments, tentative map revisions, changes in Building Unit Allocations (a "BUA") assignments required for the development of single family residential units, rezonings, an additional BUA Release or Expected Unit/Acre transfer (as discussed in the Special Tax Formula) as long as such revisions do not reduce the Expected Maximum Special Tax Revenues available within the District. See also "THE DISTRICT–Building Unit Allocation Ordinance."

Pursuant to the Special Tax Formula, on each July 1, since July 1, 2005, the Maximum Special Tax for each parcel increases by 2% over the amount in effect for the prior Fiscal Year.

Successor Parcels. Upon submittal of a Final Map that will result in the subdivision of an Original Parcel, the Administrator will compare the land uses proposed for the parcel and, prior to approval of the Final Map, the Maximum Special Tax will be determined in accordance with the procedures set forth in the Special Tax Formula. A "Successor Parcel" is defined in the Special Tax Formula as any parcel created from an Original Parcel or another successor parcel by subdivision or lot line adjustment.

Method of Apportionment. Pursuant to the Special Tax Formula, the Special Tax is levied annually as follows:

> *First:* The Special Tax is levied Proportionately (defined below) on each parcel of Developed Property within the District up to 100% of the Maximum Special Tax for such Fiscal Year determined pursuant to Special Tax Formula until the amount levied on Developed Property is equal to the Special Tax Requirement *prior to* applying any available Capitalized Interest.

Second: If additional revenue is needed, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each parcel of Small Lot Tentative Map Property within the District up to 100% of the Maximum Special Tax for such Small Lot Tentative Map Property determined pursuant to the Special Tax Formula.

Third: If additional revenue is needed, the Special Tax shall be levied Proportionately on each parcel of Undeveloped Property within the District up to 100% of the Maximum Special Tax for such Undeveloped Property determined pursuant the Special Tax Formula.

"Proportionately" is defined in the Special Tax Formula to mean that the ratio of the actual Special Tax levied in a Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels within a class of property (Developed Property, Small Lot Tentative Map Property or Undeveloped Property).

Under no circumstances may the Special Tax on one Parcel be increased by more than 10% as a consequence of a delinquency or default in the payment of the Special Tax levied on another Parcel or Parcels.[†]

Except with respect to the levy of the Special Tax, neither the credit nor the taxing power of the City is pledged for the payment of the principal of the Series 2018 Bonds, the interest thereon or redemption premiums, if any, thereon, and no owner of the Series 2018 Bonds may compel the exercise of the general taxing power of the City or the forfeiture of any of its property. The Series 2018 Bonds are not a legal or equitable pledge, charge, lien or encumbrance, upon any property of the City, or upon any of its income, receipts or revenues, except the amounts that are, under the Fiscal Agent Agreement and the Law, set aside for the payment of the Series 2018 Bonds and interest thereon. Neither the members of the City Council of the City nor any persons executing the Series 2018 Bonds are liable personally on the Series 2018 Bonds by reason of their issuance.

Exemptions From the Special Tax. Pursuant to Section 53340 of the Law, the Special Tax Formula exempts properties that are (i) Public Property, except as otherwise provided in the Law or in the Special Tax Formula; (ii) parcels for which the owner has prepaid and satisfied the Special Tax obligation and had a Release of the Special Tax Lien recorded against such parcels; (iii) parcels developed with non-residential land uses if such parcels are not determined under the Special Tax Formula to be Taxable Non-Residential Property; (iv) Affordable Multi-Family Property; and (v) parcels that do not have development rights, as determined in the sole discretion of the City, and therefore are unable to develop until a BUA Release (defined herein). See "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS–Exempt Properties" and "THE DISTRICT–Building Unit Allocation Ordinance."

† Pursuant to Resolution No. 6723, adopted by a majority of the City Council on September 20, 2016, the City has interpreted this provision in the Special Tax Formula to limit the increase of the Special Tax that can be levied in any Fiscal Year on a Residential Unit to no more than 10% above the amount that would have been levied in that Fiscal Year if there had not been a delinquency or default consistent with Section 53321(d) of the Law.

Bond Reserve Fund

The Fiscal Agent Agreement established a Bond Reserve Fund to be held by the Fiscal Agent, and requires that the Bond Reserve Fund be maintained in the amount of the "Bond Reserve Requirement" which is defined to mean, as of any date of calculation, the least of: (a) Maximum Annual Debt Service as of such date, (b) 125% of average Annual Debt Service, and (c) 10% of the stated principal amount of the Outstanding Bonds (or, if a Series of Bonds is sold with more than a *de minimis* amount of original issue discount or premium, the issue price of such Series of Bonds (excluding pre-issuance accrued interest), as such terms are defined in the Code.

Upon the issuance of the Series 2018 Bonds the Bond Reserve Requirement will be $__________. Proceeds from the issuance of the Series 2018 Bonds in the amount of $__________ will be deposited into the Bond Reserve Fund to bring the aggregate amount on deposit therein equal to the Bond Reserve Requirement for the Bonds.

All money in the Bond Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on and principal of the Bonds in the event there is insufficient money in the Principal Fund or the Interest Fund available for this purpose, or in the event the Special Tax on a lot or parcel is prepaid; *provided*, that if as a result of any of the foregoing valuations it is determined that the amount of money in the Bond Reserve Fund exceeds the Bond Reserve Requirement, the Fiscal Agent will withdraw the amount of money representing such excess from such account and transfer such amount to the City for deposit in the Community Facilities Fund.

Deposit of Special Taxes; Flow of Funds

Upon receipt of Special Tax payments (other than Special Taxes representing prepaid Special Tax), the City will deduct annual Administrative Expenses in an amount not to exceed $28,154 in Fiscal Year 2018-19, which amount increases by 2% (compounded) each Fiscal Year thereafter and deposit such amount in the Community Facilities Fund. The balance of the Special Taxes is required to be deposited into the Special Tax Fund held by the Fiscal Agent, which amounts are pledged to the payment of the Bonds.

Priority of Deposits. All money in the Special Tax Fund is required to be set aside by the Fiscal Agent in the following accounts in the following order of priority:

First: Interest Fund; Capitalized Interest Accounts;
Second: Principal Fund; Sinking Accounts;
Third: Bond Reserve Fund; and
Fourth: Community Facilities Fund.

In addition, the Fiscal Agent Agreement establishes a Prepayment Fund and a Rebate Fund.

Interest Fund. At least one Business Day before each Interest Payment Date, the Fiscal Agent is required to transfer from the money in the Special Tax Fund and deposit into the Interest Fund an amount equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of a Series of Bonds or other source and reserved as capitalized interest to pay such interest on such Interest Payment Date). No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest to become due and payable on such Interest Payment Date (but excluding any moneys on deposit therein from proceeds of the Series 2018 Bonds or other source and reserved as capitalized interest to pay interest on any future Interest Payment Dates following such Interest Payment Date).

All amounts in the Interest Fund are required to be used and withdrawn by the Fiscal Agent solely for the purpose of paying interest on the Bonds as the same becomes due and payable, including accrued interest, on any Bonds purchased or redeemed prior to maturity pursuant to the Fiscal Agent Agreement.

Principal Fund; Sinking Accounts. At least one Business Day before each Principal Payment Date, the Fiscal Agent is required to transfer from amounts in the Special Tax Fund and deposit in the Principal Fund an amount equal to (i) the aggregate amount of principal becoming due and payable on the Outstanding Serial Bonds of all Series on such Principal Payment Date plus (ii) the aggregate amount of the Mandatory Sinking Account Payments to be paid on such Principal Payment Date into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created; *provided that*, if the City certifies to the Fiscal Agent that any principal payments are to be refunded on or prior to their respective due dates, no amounts need be set aside towards such principal to be so refunded.

No deposit need be made into the Principal Fund so long as there are: (i) moneys sufficient to pay the principal of all Serial Bonds then Outstanding and maturing by their terms within the next 12 months *plus* (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds during such 12-month period, and less any principal payments that the City certifies to the Fiscal Agent will be refunded on or prior to their respective due dates.

All amounts in the Principal Fund are required to be used and withdrawn by the Fiscal Agent solely for the purpose of paying the principal of the Bonds when due and payable, except that all amounts in the Sinking Accounts are required to be used and withdrawn by the Fiscal Agent solely to purchase or redeem or pay at maturity Term Bonds, as provided in the Fiscal Agent Agreement.

Any amounts remaining in a Sinking Account after all of the Term Bonds for which such account was established are no longer Outstanding will be withdrawn by the Fiscal Agent and transferred to the City for deposit into the Community Facilities Fund.

Bond Reserve Fund. On or before each Interest Payment Date, the Fiscal Agent is required to transfer from the money remaining in the Special Tax Fund after required transfers to the Interest Fund and the Principal Fund have been made and deposit into the Bond Reserve Fund such amount as is required to restore the Bond Reserve Fund to an amount equal to the Bond Reserve Requirement. The portion of the Bond Reserve Fund held in cash or Investment Securities may be used (together with any other moneys available therefor) for the payment or redemption of all Bonds then Outstanding; such portion may also be used for the redemption of or the payment of the final principal and interest payment of a Series of Bonds if, following such redemption or payment, the amounts in the Bond Reserve Fund (including the amounts that may be obtained from letters of credit, insurance policies, and surety bonds on deposit therein) will equal the Bond Reserve Requirement.

All amounts in the Bond Reserve Fund (including all amounts that may be obtained from letters of credit, insurance policies, and surety bonds on deposit in the Bond Reserve Fund) are required to be used and withdrawn by the Fiscal Agent, solely for the purpose of making up any deficiency in the Interest Fund or the Principal Fund.

The City may withdraw and apply to the redemption of Bonds the amount by which the balance in the Bond Reserve Fund would have otherwise exceeded the Bond Reserve Requirement upon such redemption. Any amounts in the Bond Reserve Fund in excess of the Bond Reserve Requirement is required to be transferred by the Fiscal Agent to the City on October 1 of each year for deposit into the Community Facilities Fund.

Community Facilities Fund. All money remaining in the Special Tax Fund on September 5 of each year after making the foregoing deposits, is required to be withdrawn by the Fiscal Agent from the Special Tax Fund and transferred to the City for deposit into the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Community Facilities Fund which fund is held by the City. All money in the Community Facilities Fund is required to be used by the City solely for the payment of costs of the Facilities, Administrative Expenses, debt service on subordinate obligations or otherwise for the benefit of the District in accordance with the Law.

Prepayment Fund. All moneys representing prepaid Special Taxes that are deposited by the City with the Fiscal Agent are required to be deposited in the Prepayment Fund. Except as provided below, all amounts deposited in the Prepayment Fund are required to be used and withdrawn by the Fiscal Agent solely for the purpose of redeeming Bonds as specified in the Fiscal Agent Agreement; *provided that*, at any time prior to giving such notice of redemption, the Fiscal Agent is required to, upon receipt of a Request of the City, apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as is directed by the City, except that the purchase price (exclusive of such accrued interest) may not exceed the Redemption Price then applicable to such Bonds. All Term Bonds purchased or redeemed from the Prepayment Fund will be allocated to Mandatory Sinking Account Payments applicable to such Series and maturity of Term Bonds as may be specified in a Request of the City. Following a redemption of Bonds from the Prepayment Fund, the Fiscal Agent will transfer any remaining amount that represented the amount deposited that exceeded an even multiple of $5,000 into the Special Tax Fund.

Rebate Fund. The Fiscal Agent is required to transfer amounts to and disburse moneys from the Rebate Fund as directed by the City to make rebate payments to the United States of America in accordance with the Internal Revenue Code of 1986, as amended.

Delinquent Payments of Special Tax; Covenant to Foreclose

General. The Fiscal Agent Agreement provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described below and in the Law, are subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes.

Pursuant to Section 53356.1 of the Law, in the event of any delinquency in the payment of the Special Tax, the City may order the institution of a Superior Court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Such judicial foreclosure action is not mandated by the Law.

Covenant to Foreclose. The City covenants in the Fiscal Agent Agreement that if at any time the payment of Special Tax is no longer subject to the Teeter Plan, the City will review the public records of the County of Yolo relating to the collection of the Special Tax on or before August 1 of each year in order to determine the amount of the Special Tax collected in the prior Fiscal Year. If the City determines on the basis of such review that any single parcel of Taxable Property is delinquent by more than $2,500, the City will send a notice of delinquency and a demand for immediate payment to the owner no later than August 15 of such year. If the City determines on the basis of such review that the amount of Special Tax received with respect to all Taxable Property in the District is less than 95% of the amount of the Special Tax levied in such Fiscal Year then, by September 5 of such year, the City will send a notice of delinquency and a demand for immediate payment to each such owner of a parcel with respect to which the Special Tax is delinquent. If the delinquency with respect to a parcel is not cured by November 1, the City will institute, prosecute and pursue foreclosure proceedings to judgment and sale in order to enforce the lien of the delinquent installments of the Special Tax against such parcel.

In the event that sales or foreclosures of property are necessary, there could be a delay in payments to Owners of the Series 2018 Bonds (if the Bond Reserve Fund has been depleted) pending such sales or the prosecution of such foreclosure proceedings and receipt by the City of the proceeds of sale. However, within the limits of the Special Tax Formula, the City may adjust the Special Tax levied on Taxable Property in the District, subject to the limitation on the Maximum Special Tax, and provided that the increase of the Special Tax levied in any Fiscal Year on a Residential Unit for which an occupancy permit for private residential use has been issued is limited to no more than 10% above the amount that would have been levied in such Fiscal Year if there had not been a delinquency or default, to provide an amount required to pay interest on and principal of the Series 2018 Bonds, and the amount, if any, necessary to replenish the Bond Reserve Fund to an amount equal to the Bond Reserve Requirement for the Bonds and to pay all current Administrative Expenses for the District and pay for all current Services for the District. There is, however, no assurance that the total amount of the Special Tax that could be levied and collected against Taxable Property in the District will be at all times sufficient to pay the amounts required to be paid by the Fiscal Agent Agreement, even if the Special Tax is levied at the Maximum Special Tax rates. See "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS–Maximum Special Tax."

Priority of Lien. The Act specifies that the Special Tax will have the same lien priority as *ad valorem* property taxes in the case of delinquency but does not further specify the priority relationship, if any, between the Special Tax and other special taxes and *ad valorem* taxes on a taxed parcel. See "THE DISTRICT–General; Location; and Description" and "–Direct and Overlapping Bonded Indebtedness," and "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS–Parity Taxes and Special Assessments."

If foreclosure proceedings were ever instituted, any holder of a mortgage or deed of trust on the affected property could, but would not be required to, advance the amount of the delinquent Special Tax payment to protect its security interest.

Sufficiency of Foreclosure Sale Proceeds. No assurance can be given that the real property subject to sale or foreclosure will be sold, or if sold, that the proceeds of sale will be sufficient to pay any delinquent installments of the Special Tax. The Law does not require the City to purchase or otherwise acquire any lot or parcel of property to be sold if there is no other purchaser at such sale. The Law and the Fiscal Agent Agreement do specify that the Special Tax will have the same lien priority as for *ad valorem* property taxes in the case of delinquency. Section 53356.6 of the Law requires that property sold pursuant to foreclosure under the Law be sold for not less than the amount of judgment in the foreclosure action, plus post judgment interest and authorized costs, unless the consent of the owners of 75% of the Outstanding Bonds is obtained.

Limited Obligation; No Required Advances from Available Surplus Funds

The Series 2018 Bonds are limited obligation special tax bonds under the Law. Notwithstanding any other provision of the Fiscal Agent Agreement, the City is not obligated to advance available surplus funds from the City treasury to cure any deficiency in the Principal Fund, the Interest Fund or the Bond Reserve Fund.

Additional Bonds

Pursuant to the Fiscal Agent Agreement, the City may from time to time issue additional bonds ("Additional Bonds") secured by the Special Tax for the purpose of providing funds to finance or refinance the costs of any Facilities (or to reimburse the City for the payment of such costs), including payment of costs incidental to or connected with the Facilities, or for the repayment of funds advanced to or for the District. The conditions for issuance of such Additional Bonds are set forth in APPENDIX E–"SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT–Additional Bonds." These conditions include, but are not limited to, the requirements that:

(i) No Event of Default (as defined in the Fiscal Agent Agreement) has occurred and is continuing.

(ii) The balance in the Bond Reserve Fund is required to be increased, if necessary, to an amount at least equal to the Bond Reserve Requirement with respect to all Bonds to be considered Outstanding upon the issuance of such Series of Bonds.

(iii) The aggregate principal amount of Bonds issued under the Fiscal Agent Agreement (excluding any refunding bonds) secured by the Special Tax does not exceed $112,500,000 and does not exceed any other limitation imposed by law or by any Supplemental Fiscal Agent Agreement.

(iv) The aggregate value of all Taxable Property (based on either the assessed valuations thereof as contained in the most recent equalized assessment roll of County or an MAI appraisal showing a date of valuation not earlier than 90 days prior to the date of the adoption of the Supplemental Fiscal Agent Agreement), is equal to at least five times the sum of: (i) the aggregate principal amount of all Bonds to be Outstanding after the issuance of such additional Series of Bonds, plus (ii) the aggregate principal amount of all outstanding special assessment bonds that are payable from special assessments levied on the Taxable Property, plus (iii) the proportion of the aggregate principal amount of all outstanding bonds issued under the Law (other than the Bonds) that are payable from special taxes to be levied on the Taxable Property.

(v) The amount of the Net Special Taxes from Taxable Property that may be collected in each Fiscal Year following issuance of the additional Series of Bonds by application of the Special Tax Formula is required to be no less than (i) 110% of the aggregate of Annual Debt Service due and payable with respect to all Bonds to be Outstanding in the Bond Year that begins in the corresponding Fiscal Year plus (ii) 100% of the aggregate amount of principal and interest becoming due and payable in such Bond Year on all other debt obligations that are payable out of the Net Special Taxes.

(vi) The principal payments of such additional Series of Bonds are due on September 1 in each year in which principal is to be paid and, if the interest on such Series of Bonds is to be paid semiannually, such interest payments are due on March 1 and September 1 in each year, as appropriate.

Pursuant to the Fiscal Agent Agreement, the City may issue an additional Series of Bonds to refund any Bonds Outstanding without complying with the Value-to-Lien Ratio Aggregate or Debt Service Ratio, requirements for the issuance of Additional Bonds if the Annual Debt Service on all Bonds Outstanding will not increase in any Bond Year after such refunding as a result of such refunding.

Following issuance of the Series 2018 Bonds, there will be $31,524,600* principal amount of unissued authorization remaining pursuant to Resolution No. 4559.

Subordinate Obligations

Pursuant to the Fiscal Agent Agreement, the City may at any time issue obligations that are junior and subordinate to the payment of the principal, premium, interest, and reserve fund requirements for the Bonds and which subordinated obligations are payable as to principal, premium, interest, and reserve fund requirements, if any, only out of the Net Special Taxes that are on deposit in the Community Facilities Fund.

DEBT SERVICE REQUIREMENTS

Debt Service Schedule

The annual debt service schedule for the Bonds is set forth in Table 4 on the following page:

---

* Preliminary, subject to change.

Table 4
Debt Service Schedule

Period Ending (September 1)	Series 2013 Bonds	Series 2016 Bonds	Series 2018 Bonds Principal	Series 2018 Bonds Interest	Series 2018 Bonds Total	Aggregate Total
2018	$2,125,440.00	$1,122,668.75				
2019	2,129,900.00	1,120,368.75				
2020	2,127,600.00	1,122,668.75				
2021	2,128,320.00	1,119,818.75				
2022	2,121,840.00	1,126,968.75				
2023	2,118,380.00	1,128,818.75				
2024	2,112,720.00	1,130,518.75				
2025	2,114,860.00	1,132,068.75				
2026	2,119,360.00	1,123,468.75				
2027	2,121,000.00	1,125,018.75				
2028	2,114,780.00	1,131,418.75				
2029	2,115,920.00	1,127,518.75				
2030	2,118,980.00	1,123,456.25				
2031	2,108,740.00	1,129,231.25				
2032	2,115,640.00	1,124,506.25				
2033	2,103,800.00	1,134,606.25				
2034	2,108,880.00	1,129,181.25				
2035	–	3,253,562.50				
2036	–	3,250,731.25				
2037	–	3,250,000.00				
2038	–	3,247,000.00				
2039	–	3,250,200.00				
2040	–	3,244,200.00				
2041	–	3,239,200.00				
2042	–	3,245,000.00				
2043	–	2,231,000.00				
2044	–	1,232,800.00				
2045	–	551,200.00				
TOTAL	$36,006,160.00	$49,147,200.00	$21,000,000*			

* Preliminary, subject to change.
Sources. Piper Jaffray & Co. and Del Rio Advisors, LLC.

Projected Debt Service Coverage

Table 5 sets forth the projected debt service coverage on the Bonds for Fiscal Year 2018-19 based upon the revenues derived from net Maximum Special Tax and assuming the current status of development. The actual Fiscal Year 2018-19 net Maximum Special Tax may vary from the projection presented below. The annual levy of the Special Tax is calculated to be an annual amount equal to the Special Tax Requirement. The debt service coverage shown in Table 5 is based on the net Maximum Special Tax. The actual Special Tax levy for Fiscal Year 2018-19 will be lower based on the Special Tax Formula. See also "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Special Tax Formula" and "–Deposit of Special Taxes; Flow of Funds" and "THE DISTRICT–Status of Development."

The actual amount of the Special Tax that could be levied and collected against the Taxable Property during Fiscal Year 2018-19 or any future year will depend upon a number of factors, including, without limitation, the land use categories then in effect, changes in development status, the tax rates imposed pursuant to the Special Tax Formula, the 2% annual increases in the Maximum Special Tax pursuant to the Special Tax Formula, the issuance of any parity or subordinate debt, and the level of delinquent installments of the Special Tax. See "CERTAIN RISKS TO BONDHOLDERS AND INVESTMENT CONSIDERATIONS." The collection history on secured property taxes in the City over the past five years is shown in Table 10–"Historical Delinquency Information." This delinquency history may not be indicative of delinquency rates in the District currently or that may be experienced in the future.

In the event of delinquencies in Special Tax payments received by the City on behalf of the District, the estimated coverage ratios may not be achieved.

Table 5
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Estimated Fiscal Year 2018-19 Coverage Based
on Projected Net Maximum Special Tax

	Projected Net Maximum Special Tax Revenue(1)(2)			Debt Service Coverage(6)	
Fiscal Year	**Developed Property(3)**	**All Taxable Property(4)**	**Total Debt Service(5)**	**Developed Property**	**All Taxable Property**
2018-19					

[Footnotes to be updated.]

(1) Net of $____ in Special Tax revenues committed to administrative expenses for Fiscal Year 2018-19. The amount committed to administrative expenses increases by 2% per Fiscal Year.

(2) Pursuant to Section 53321(d) of the Government Code, the Special Tax levied against any assessor's parcel for which an occupancy permit for private residential use has been issued shall not be increased as a consequence of delinquency or default by the owner of any other assessor's parcel within the District by more than 10% above the amount that would have been levied in the Fiscal Year had there never been any such delinquencies or defaults.

(3) Includes properties for which the City issued building permits prior to August 1, 2017. Does not include parcels which have prepaid their Special Tax obligation as of October 25, 2016. One parcel prepaid the Special Tax on October 25, 2016, and became exempt from the Special Tax starting in Fiscal Year 2017-18.

(4) Reflects the issuance of BUAs by the City to permit development of 103 R-4 units on parcel 042-030-053-000, which was purchased by Lennar Homes of California, Inc. on September 30, 2016, which will become taxable in Fiscal Year 2017-18.

(5) Equal to the total annual debt service due in 2018 for the Outstanding Parity Bonds and the Series 2018 Bonds. Does not reflect an anticipated bond call from prepayments of the Special Tax.

(6) For Fiscal Year 2018-19, the Special Tax levy is $______. Estimated coverage for Fiscal Year 2018-19 is based on the projected net Maximum Special Tax for Fiscal Year 2018-19. The actual Special Tax levy will be lower and based on the Special Tax formula. Future years may vary based on changes in development, future bond issuances, and the limitations discussed in footnote (2).

Sources: Goodwin Consulting Group, Inc. and Piper Jaffray & Co. for the Total Debt Service.

CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS

An investment in the Series 2018 Bonds involves substantial risk. The following is a discussion of certain risk factors and investment considerations that should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Series 2018 Bonds. This discussion does not purport to be comprehensive or definitive and the order of presentation is not intended to reflect the relative importance of such information. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of owners of property in the District to pay the Special Tax when due. Such failures to pay the Special Tax could result in a rapid depletion of the Bond Reserve Fund and/or a default in payments of the principal of, and interest on, the Series 2018 Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District.

Not A General Obligation of the City

The Series 2018 Bonds are ***not*** general obligations of the City but are limited obligations of the City payable solely from proceeds of the Special Tax (after payment of a portion of the City's cost of administering the District) and proceeds of the Series 2018 Bonds, including amounts in the Bond Reserve Fund and investment income on funds held pursuant to the Fiscal Agent Agreement (other than as necessary to be rebated to the United States of America pursuant thereto). Any tax for the payment of the Series 2018 Bonds shall be limited to the Special Tax to be collected within the District.

Land Values

The value of Taxable Property within the District is a critical factor in determining the investment quality of the Series 2018 Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic factors beyond the City's control, such as relocation of employers out of the area, stricter land use regulations, the absence of water or other essential services, or destruction of property caused by, among other eventualities, earthquake, flood or other natural disaster, or by environmental pollution or contamination.

Land Development. Land values are influenced by the level of development in the area in many respects. First, partially developed land is generally less valuable than developed land and provides less security to the owners of the Series 2018 Bonds should it be necessary for the City to foreclose on undeveloped property due to the nonpayment of the Special Tax. Moreover, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the Series 2018 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. No assurance can be given that the unimproved property within the District will be developed, and in assessing the investment quality of the Series 2018 Bonds, prospective purchasers should evaluate the risks of non-completion.

For Fiscal Year 2017-18, Taxable Property within the District was comprised of 1,562 parcels of Developed Property of which 1,536 parcels had improvement value and 26 parcels did not have improvement value, and 174 parcels of Small Lot Tentative Map Property. See also "THE DISTRICT."

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water shortages and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, State and local regulations, including environmental, land use, zoning and building requirements. See also "THE DISTRICT–Building Unit Allocation Ordinance." There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks. The City has not evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the Series 2018 Bonds without regard to any such evaluation. Thus, the issuance of the Series 2018 Bonds by the City in no way implies that the City has evaluated these risks or the reasonableness of these risks even though such risks may be serious and may ultimately halt or slow the progress of land development and forestall the realization of the value of Taxable Property.

Legal Requirements. Other events that may affect the value of a parcel of Taxable Property include changes in the Law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

Hazardous Substances. One of the most serious risks in terms of the potential reduction in the value of a parcel of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels in the District be affected by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the financial and legal liability of a property owner to develop the affected parcel or other parcels, as well as the value of the property that is realizable upon a delinquency and foreclosure.

The valuation of property in the District does not take into account the possible reduction in marketability and value of any of the parcels by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. While the City is not aware that the owner (or operator) of any of parcels has such a current liability with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a delinquency

Natural Disasters. The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements. Such occurrences include, without limitation, earthquakes, earth movements, landslides, floods, droughts, and tornadoes. One or more of such natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances, the value of the Taxable Property may well depreciate or disappear. See also "*–Risk of Flooding*" and "*–Seismic Risk*."

Risk of Flooding. In accordance with the National Flood Insurance Reform Act requiring, among other things, that the Federal Emergency Management Agency ("FEMA") assess its flood hazard map inventory at least once every five years. Portions of the County are designated as being located within zones that correspond to the boundaries of a 100-year floodplain. A 100-year floodplain is an area expected to be inundated during a flood event of the magnitude for which there is a 1% (or 1-in-100) probability of occurrence in any year.

In the aftermath of Hurricane Katrina in August 2005, the Corps of Engineers delivered letters to agencies nationwide withdrawing certification of the flood hazard maps. As a result, FEMA implemented a Flood Map Modernization effort to update existing flood insurance rate maps ("FIRMs"), policies, regulations and procedures. In particular, FEMA placed a high priority on reviewing, identifying and certifying levees and levee systems nationwide to verify whether such levees and levee systems provide adequate flood protection in areas currently designated as within a 100-year floodplain. To assure that levees shown on modernized FIRMs still provide that level of protection, FEMA is requiring that each levee in the country be inspected and accredited.

Following the release by FEMA of a preliminary FIRM on December 19, 2008 that significantly expanded the area of high-risk flood zones within the County, including designating approximately 1/3 of the northern part of the City within a 100-year floodplain with shallow sheet flow (*i.e.* an area in which flooding is expected to be less than two feet and subside within 24 hours), the City submitted a Letter of Map Revision (a "LOMR") to remove between 2,400 to 3,400 homes from the 100-year floodplain based on new hydraulic two dimensional mapping. As a result, final FIRMs were completed and became effective May 16, 2016, indicating that the District is *not* within a 100-year floodplain and is *not* subject to the 200-year urban level flood protection requirements and land use restrictions under the Central Valley Flood Protection Act of 2008 (the "CVFP Act").

The CVFP Act among other things, created the Central Valley Flood Protection Board (the "CVFP Board"), required preparation and adoption of a Central Valley Flood Protection Plan (the "CVFPP") to provide a comprehensive framework for system-wide management and flood risk reduction planning by 2012; established 200-year protection as the minimum urban level of flood protection in the Central Valley; set deadlines for cities and counties to amend their general plans and zoning ordinances to conform to the CVFPP; restricts approval of development agreements and subdivision maps in flood hazard zones, once the general plan and zoning ordinance amendments have been adopted; and mandates that Central Valley counties develop flood emergency plans within 24 months of adoption of the CVFPP and other laws enacted thereafter to strengthen the linkage between local and use planning decision and flood management practices. The CVFPP is required to be updated every five years beginning in 2017.

The U.S. Army Corps of Engineers, Sacramento District (the "USACE") in cooperation with the City and the CVFP Board initiated a cost-shared feasibility study of the Lower Cache Creek in 1999, a draft feasibility report was released in 2003, and rejected. At the request of the City and the CVFP Board, the feasibility study was resumed in 2011 and the USACE conducted periodic inspections of the levee system surrounding the City beginning in December 2012. The feasibility study was "paused" in 2014 due to federal funding constraints. During the "pause" the City and the Department of Water Resources continued with work to develop community support and to demonstrate that adverse impacts on the sediment trapping efficiency and mercury total maximum daily load in the Cache Creek Settling Basin would be addressed. A final report was presented to the CVFP Board in June 2014 rating the levee system as unacceptable, as the existing flood protection system only protects against floods having a 1 in 10 chance of occurring in any given year. A bill is pending in Congress (H.R.8) to, among other matters, expedite completion of the Lower Cache Creek Feasibility Study. ***[Subject to Review by the City]***

Seismic Risk. There are several active geological faults in the State that have potential to cause serious earthquakes that could result in damage within the District, and to the City, infrastructure, buildings, roads, bridges, and other property.

The fault zones nearest the City exhibiting historic displacement (*i.e.* activity within the last 200 years) are the Concord-Green Valley (approximately 27 miles west), March Creek-Greenville (approximately 40 miles west), and Hayward fault zones (approximately 54 miles southwest). Other active faults within 70 miles of the City are the Dunnigan Hills (approximately 10 miles northwest), West Napa (approximately 36 miles southwest), Healdsburg-Rodgers (approximately 57 miles southwest), and San Andreas (approximately 66 miles west).

The City is located in a zone 3 seismic area. Seismic zones aid in identifying and characterizing certain geological conditions and the risk of seismic damage at a particular location, and are used in establishing building codes to minimize seismic damage. The five seismic zones are: zone 0 (no measurable damage), zone 1 (minor damage), zone 2 (moderate damage), zone 3 (major damage) and zone 4 (major damage and greater proximity than zone 3 to certain major fault systems). Although according to the California Geological Survey of Alquist-Priolo Earthquake Fault Zones, the City is not located within an existing Earthquake Fault Zone (formerly, a Special Studies Zone"), it is possible that new geological faults could be discovered in the area and that an earthquake occurring on such faults could result in damage of varying degrees of seriousness to property and infrastructure in the City, including the District.

In the event of a severe seismic event in or around the City, there could be substantial damage to the District resulting in a reduction of Special Taxes. Such reduction of Special Taxes could have an adverse effect on the City's ability to make timely payments of debt service on the Series 2018 Bonds. All Development within the District was designed to meet the applicable building code standards for seismic zone 3.

Liquefaction. During an earthquake, shaking of granular loose soil saturated with water can lead to liquefaction, a condition in which sediments below the water table temporarily lose strength during an earthquake and behave as a viscous liquid rather than a solid. As a result, this can cause structures to lose foundation-bearing capacity. The City is characterized by shallow groundwater, with standing water generally encountered between zero to three feet below the surface. Additionally, the City is underlain by stratified layers of silt, silty clays, and isolated lenses of gravel and/or sand. Therefore, portions of the City may be prone to liquefaction resulting from ground shaking.

Climate Change

In March 2009, the California Climate Change Center released a draft paper, for informational purposes only, which was funded by the California Energy Commission, the California Environmental Protection Agency, the Metropolitan Transportation Commission, the California Department of Transportation and the California Ocean Protection Council. The title of the paper is "*The Impacts of Sea-Level Rise on the California Coast*." The paper posits that increases in sea level will be a significant consequence of climate change over the next century.

In 2005, the Governor signed Executive Order S-3-05 establishing long-term targets to reduce greenhouse gas ("GHG") emissions to 80% below 1990 levels by 2050. In 2006, Assembly Bill 32, the "Global Warming Solutions Act of 2006") ("AB 32") was enacted that requires a Statewide reduction in GHG emissions to 1990 levels by 2020, and in 2015, the Governor signed Executive Order B-30-15 establishing an interim GHG reduction target of 40% below 1990 levels by 2030. The State has encouraged local communities to reduce their GHG emissions by 15% from 2005 levels by 2020 in order to assist the State in meeting the emission reduction goals of AB 32.

In July 2014, the City adopted its 2020 Preliminary Climate Action Plan (a "CAP") to establish strategies to reduce the City's GHG emissions to a level 15% below its 2005 GHG emission levels by 2020, and develop tools for addressing GHG emissions of future development. In May 2017 the City adopted a final Climate Action Plan (the "2035 CAP") that replaced the 2020 Preliminary CAP and is consistent with the GHG emissions reduction requirement established by the State. The 2035 CAP is an expanded version of the 2020 Preliminary CAP and was developed in conjunction with the 2035 update of the City's General Plan.

Climate change concerns are leading to new laws and regulations at the federal, State and local levels. The City is unable to predict the impact such laws and regulations, if adopted, will have on the City. The effects, however, could be material.

Competing Development

The City has experienced modest growth over the past five years, primarily from single-family residential development activity. See APPENDIX A–"GENERAL AND ECONOMIC INFORMATION FOR THE CITY OF WOODLAND–Construction Activity." One homebuilder is currently active in the City. There is an inventory of completed residential lots in planned communities and there are 13 planned communities in various stages of development within 20 miles of the District, including in Davis, Sacramento, Winters, West Sacramento and Dixon. There are no other major single-family residential developments in the City which currently, or may in the near future, provide direct competition to development in the District. ***[City to Review and Update]***

Maximum Special Tax

Within the limits of the Special Tax Formula, the City may adjust the Special Tax on all Taxable Property in the District to provide an amount required to pay interest on, principal of, Sinking Fund Payments for and redemption premiums, if any, on the Series 2018 Bonds, and the amount, if any, necessary to cure delinquencies, *provided,* that the Special Tax levied against any Residential Unit that has received an occupancy permit for private residential use in any Fiscal Year may not be increased by more than 10% above the amount that would have been levied in that Fiscal Year if there had not been any delinquency or default in payment of the Special Tax and replenish the Bond Reserve Fund to an amount equal to the Bond Reserve Requirement for the respective Bonds, to pay all current Expenses for the District. However, the amount of the Special Tax that may be levied against particular categories of property in the District is subject to the Maximum Special Tax applicable for that category. The Maximum Special Tax is designed to provide Special Tax revenues on an annual basis. There is no assurance that the Maximum Special Tax on the property in the District will be sufficient to pay the amounts required to be paid by the Fiscal Agent Agreement at all times. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Special Tax Authorization" and APPENDIX B–"RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAX."

Prepayment of the Special Tax

Property owners within the District may, at any time, prepay their Special Tax obligation in accordance with the provisions of the Special Tax Formula. If such a prepayment is made, the Series 2018 Bonds will be subject to mandatory redemption prior to their stated maturity. See "THE SERIES 2018 BONDS–Redemption Provisions–*Mandatory Redemption for Special Tax Prepayments*."

Since 2007, a total of 68 single family parcels have prepaid the Special Tax. To date, Bonds associated with those prepayments have been redeemed for 65 of those parcels. The Bonds associated with prepayments for the three remaining parcels are expected to be redeemed on or before September 1, 2018.

Insufficiency of the Special Tax

The principal source of payment of debt service on the Series 2018 Bonds is the proceeds of the annual levy and collection of the Special Tax. The annual levy of the Special Tax is subject to the maximum tax rates authorized. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Series 2018 Bonds. Other funds that might be available include funds derived from the payment of delinquent Special Taxes, funds derived from the tax sale of foreclosure and sale of parcels on which the Special Taxes levied are delinquent, and the Reserve Fund.

The Special Tax levied in any particular tax year on a parcel of Taxable Property is based upon the maximum rate and application of the Special Tax Formula. Application of the Special Tax Formula will, in turn, be dependent upon certain development factors with respect to each parcel of Taxable Property by comparison with similar development factors with respect to the other Taxable Property within the District. Thus, the following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

- Reduction in the number of parcels of Taxable Property, for such reasons as acquisition of Taxable Property by a government and failure of the government to pay the Special Tax based upon a claim of exemption, thereby resulting in an increased tax burden on the remaining Taxable Property.

- Failure of the owners of Taxable Property to pay the Special Tax and delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, thereby resulting in an increased tax burden on the remaining parcels.

Collection of the Special Tax

In order for the City to pay debt service on the Series 2018 Bonds, it is necessary that the Special Tax levied against land in the District be paid in a timely manner. Should the Special Tax not be paid on time, the City has established the Bond Reserve Fund under the Fiscal Agent Agreement in the amount of the Bond Reserve Requirement to pay debt service on the Bonds.

The Fiscal Agent Agreement provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described below and in the Law, is to be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* property taxes. Pursuant to these procedures, if taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Pursuant to the Law, in the event of any delinquency in the payment of the Special Tax, the City may order the institution of a Superior Court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Such judicial foreclosure action is not mandated by the Law. However, the City has covenanted that it will institute, prosecute and pursue foreclosure proceedings to judgment and sale as provided in the Law in order to enforce the lien of delinquent installments of the Special Tax as described in "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Delinquent Payments of Special Tax; Covenant to Foreclose."

In the event that sales or foreclosures of property are necessary, there could be a delay in payments to Owners of the Series 2018 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Bond Reserve Fund is depleted.

The City may be unable to make full or timely payment of debt service on the Series 2018 Bonds if the County discontinues the Teeter Plan and the property owners in the District fail to pay installments of the Special Tax when due, if the Bond Reserve Fund is depleted, or if the City is unable to sell foreclosed parcels for amounts sufficient to cover the delinquent installments of the Special Tax. See also "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Teeter Plan."

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Special Tax Formula. In addition, the Law provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction, or by gift or devise, that is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. It is possible that property acquired by a public entity following a tax sale or foreclosure based upon failure to pay taxes could become exempt from the Special Tax. In addition, the Law provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property, for outstanding Bonds only, is to be treated as if it were a special assessment. The constitutionality and operation of these provisions of the Law have not been tested. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Special Tax Authorization."

In particular, insofar as the Law requires payment of the Special Tax by a federal entity acquiring property within the District, it may be unconstitutional. If for any reason property within the District becomes exempt from taxation by reason of ownership by a nontaxable entity such as the federal government or another public agency subject to the limitation of the maximum rates, the Special Tax may be reallocated to the remaining Taxable Properties within the District. This would result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon the timely payment of the Special Tax. Moreover, if a substantial portion of land within the District becomes exempt from the Special Tax because of public ownership, or otherwise, the maximum rate that could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the Series 2018 Bonds when due and a default would occur with respect to the payment of such principal and interest.

The Law further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

Payment of the Special Tax is Not a Personal Obligation of a Property Owner

An owner of Taxable Property is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation only against the Taxable Property. If the value of the Taxable Property is not sufficient, taking into account other obligations also payable thereby to fully secure the Special Tax, the City has no recourse against the property owner.

Bankruptcy

General. The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. In addition, the prosecution of a foreclosure action could be delayed due to crowded local court calendars or delays in the legal process. The various legal opinions to be delivered concurrently with the delivery of the Series 2018 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the lien of the Special Tax to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. The federal bankruptcy laws provide for an automatic stay of foreclosure and tax sale proceedings, thereby delaying such proceedings, perhaps for an extended period. Any such delays would increase the likelihood of a delay or default in payment of the principal of and interest on the Series 2018 Bonds and the possibility of delinquent tax installments not being paid in full.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase that the Bond Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Bond Reserve Fund for transfer to the Debt Service Account to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Series 2018 Bonds on a timely basis.

Glasply Marine Industries. In 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on the property. Although the court upheld the priority of unpaid taxes imposed before the filing of the bankruptcy petition, unpaid taxes imposed after the filing of the bankruptcy petition were declared to be "administrative expenses" of the bankruptcy estate, payable after all secured creditors. As a result, the secured creditor was able to foreclose on the property and retain all the proceeds of the sale except the amount of the pre-petition taxes. (Because it lies within the court's discretion, no assurance can be given that a court would declare the Special Taxes to be an "administrative expense.")

According to the court's ruling in *Glasply*, as administrative expenses, post-petition taxes would be paid, assuming that the debtor has sufficient assets to do so. In certain circumstances, payment of such administrative expenses may be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise), it would at that time become subject to current taxes.

Congress amended the Bankruptcy Code in 1994 to allow local governments to perfect their liens for *ad valorem* property taxes even after the filing of a bankruptcy petition, effectively overturning *Glasply*, but only as it applies to *ad valorem* property taxes. The Special Taxes, however, are not *ad valorem* taxes. Except to the extent reversed by the amended Bankruptcy Code, *Glasply* remains controlling precedent on bankruptcy courts in the State. No other case law exists with respect to how a bankruptcy court would treat the lien for Special Taxes levied after the filing of a petition in bankruptcy. If a court applied the logic of *Glasply*, a bankruptcy petition filing would prevent the lien for Special Taxes levied in subsequent fiscal years from attaching so long as the property was a part of the estate in bankruptcy. If the *Glasply* precedent were applied to the levy of the Special Taxes, the amount of Special Taxes received from parcels whose owners declare bankruptcy could be reduced.

Endangered Species

During recent years, there has been an increase in activity at the State of California and federal level related to the possible listing of certain plant and animal species found in California as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. At present, the property in the District is not known to be inhabited by any plant or animal species listed as threatened or endangered under either the State of California or federal endangered species acts or which either the California Fish and Game Commission or the United States Fish and Wildlife Service has proposed for addition to the respective endangered species list. Notwithstanding this fact, new species are proposed to be added to the State of California and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property in the District could negatively affect the ability of any Property Owner to complete the development as planned. This, in turn, could reduce the likelihood of timely payment of the Special Tax and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent installments of the Special Tax. See "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS–Land Values."

Federal Government Interests in Property

The ability of the County to collect interest and penalties specified by State law and to foreclose the lien of a delinquent Special Tax payment, may be limited in certain respects with regard to properties in which the Internal Revenue Service, the Drug Enforcement Agency, the Federal Deposit Insurance Corporation (the "FDIC") or other similar federal agencies has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to the Special Tax within the District but does not pay taxes and assessments levied on the parcel (including the Special Tax), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the County wishes to foreclose on the parcel as a result of delinquency in the Special Tax, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Tax and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit, 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("FNMA") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The County has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the Taxable Property subject to the Special Tax within the District, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Series 2018 Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the District is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the City to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Tax may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-*ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special tax imposed under the Mello-Roos Act and a special tax formula which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit has issued a ruling on August 28, 2001 in which it determined that the FDIC, as a federal agency, is exempt from Mello-Roos special taxes.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of the Special Tax with respect to a parcel within the District in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Tax to be foreclosed on at a judicial foreclosure sale would likely reduce the number of or eliminate the persons willing to purchase such a parcel at a foreclosure sale. Owners of the Series 2018 Bonds should assume that the City will be unable to foreclose on any parcel owned by the FDIC. Such an outcome would cause a draw on the Reserve Fund and perhaps, ultimately, a default in payment of the Series 2018 Bonds. The City has not undertaken to determine whether the FDIC currently has, or is likely to acquire, any interest in any of the parcels, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the Series 2018 Bonds are outstanding.

Proceedings to Reduce or Terminate the Special Tax

An initiative measure commonly referred to as the "Right to Vote on Taxes Act" ("Proposition 218") was approved by the voters of the State of California at the November 5, 1996 general election. Proposition 218 added Article XIII C and Article XIII D to the California Constitution. According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of Proposition 218 have been and will continue to be interpreted by the courts. Proposition 218 could potentially impact the collection of the Special Tax within the District as described below.

Among other things, Section 3 of Article XIII states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, the Governor of the State signed a bill into law enacting Government Code Section 5854, which states that:

> Section 3 of Article XIII C of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that Proposition 218 has not conferred on the voters the power to repeal or reduce the Special Tax if such reduction would interfere with the timely retirement of the Series 2018 Bonds.

It may be possible, however, for voters or the City to reduce the Special Tax in a manner which does not interfere with the timely repayment of the Series 2018 Bonds, but which does reduce the maximum amount of the Special Tax that may be levied in any year below the existing levels. Therefore, no assurance can be given with respect to the levy of the Special Tax for Administrative Expenses. Furthermore, no assurance can be given with respect to the future levy of the Special Tax in amounts greater than the amount necessary for the timely retirement of the Series 2018 Bonds. Therefore, the City can give no assurance with respect to the levy of the Special Tax for Administrative Expenses. The City has covenanted in the Fiscal Agent Agreement that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates to less than an amount, for any Fiscal Year, equal to 110% of aggregate of the debt service due on the Series 2018 Bonds in such Fiscal Year plus the amount reasonably necessary to pay the annual

Administrative Expenses for such Fiscal Year. No assurance can be given as to the enforceability of the foregoing covenant.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts.

Zoning and Land Use Decisions

The Special Tax is to be levied annually based upon the land use categories in effect for the property. Decisions made by the City Council, which has control over zoning and land use decisions for property in the City, will affect the prospective use of the property and, therefore, the tax base for the Special Tax.

Public and Private Improvements - Increased Debt

In the event that the cost of public and private improvements in the District is financed through borrowings, such borrowings will increase the public and private debt for which the land in the District serves as security. This increased debt could reduce the ability or desire of the property owners in the District to pay the annual Special Tax levied against their property. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS."

Water Supply

Development within the District is also dependent upon the availability of sufficient water supplies. Until June 2016, the City was one of only a very few cities in the State that relied entirely upon groundwater resources for its urban water supply. Faced with degrading groundwater supplies and increasingly strict State and federal regulations for drinking water and wastewater discharge, in 1996, the City and the City of Davis formed the Woodland-Davis Clean Water Agency to plan, finance, construct and operate a surface water project (collectively, the "Water Supply Project") to improve water quality and reliability. The Water Supply Project, which consists of: (i) the acquiring post-1914 appropriative water rights from a private party to divert up to 10,000 acre feet per year from the Sacramento River, which diversion will be reduced to 7,500 acre/feet per year in critically dry years; (ii) construction of a 30 million gallons per day (mgd) regional water treatment facility, of which 18 mgd is allocated to the City; and (iii) construction of approximately 5.1 miles of raw water pipelines connecting the surface water intake to the regional water treatment plant, and separate pipelines delivering treated water to the City, the City of Davis and UC Davis, was substantially complete in May 2016, and commenced water deliveries in June 2016.

The estimated total water demand at buildout of all proposed development in the Spring Lake Specific Plan Area is approximately 3,733 acre-feet per year. The Spring Lake Specific Plan Area is serviced by the water system of the City, which includes water provided by the Water Supply Project.

In 2013, the City retained West Yost Associates to prepare an assessment of its water supply needs. In 2016, West Yost Associates also completed the update to the City of Woodland Urban Water Management Plan (the "UWMP"). The City has made major investments in water supply and storage capabilities including in the Water Supply Project. The water supply assessment and the update to the UWMP agree that upon completion of the Water Supply Project, the City is expected to have adequate water supplies to serve development under an updated General Plan to address long-term planning through 2035 (the "2035 General Plan Update"), including the Spring Lake Specific Plan.

Drought Effects

Background. During a five-year period ending in 2016, the State of California experienced "exceptional drought conditions" (the most severe drought classification) according to the U.S. Drought Monitor. In addition, eight of the last 10 years, had below average runoff, which resulted in chronic and significant shortages to municipal, industrial, agricultural, and wildlife refuge supplies, and historically low groundwater levels. As a result of those drought conditions, the Governor and the State Water Board issued Executive Orders, drought emergency regulations, and conservation standards to reduce potable urban water use.

State Requirements. On April 20, 2015, a State appeals court ruled in *Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano* 235 Cal.App.4th 1493 (4th Dist. 2015), that local water agencies cannot charge higher tiered rates to customers simply to encourage conservation. Instead, the court said that water agencies can only charge rates that reflect the proportional cost of service attributable to a given parcel. The court held that tiered rates that increase progressively in relation to usage can be consistent with Proposition 218 if the tiers correspond to the actual cost of providing water service at a given level of usage, and that Proposition 218 requires that water rates and other government fees be linked to the costs of providing the service and not to other factors such as a desire to encourage conservation. See also, "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS–Article XIII C and Article XIII D of the California Constitution."

In May 2016, the SWRCB adopted a Statewide water conservation approach that replaced the prior percentage reduction–based conservation standard with a "stress test" approach that mandates urban water suppliers act to ensure at least a three year supply of water to their customers under drought conditions. This new emergency regulation remains in effect through January 2017 and requires locally developed conservation standards based upon each agency's specific circumstances.

On June 21, 2016, the City Council determined that the City's water supply condition did not meet the definition of a supply shortage as described in its water shortage contingency plan and normal water supply conditions exist. The City Council adopted a resolution rescinding the Stage Two Water Warning and Stage One Water Alert and called for an ongoing voluntary community-wide 10% reduction in water use and restrictions of outdoor irrigation to three days per week between the hours of 6:00 pm and 10:00 pm, with exceptions for drip irrigation.

In April 2017, following unprecedented water conservation and record amounts of precipitation, the Governor lifted the drought emergency Executive Orders and rescinded the emergency proclamations for all counties in the State except Fresno, Kings, Tulare, and Tuolumne where emergency drinking water projects continue to help address diminished groundwater supplies. State drought emergency regulations requiring urban water supplies to adopt and adhere to certain conservation measures have been repealed. However, the Executive Order requiring permanent monthly water use reporting and banning wasteful water use practices, such as hosing of sidewalks, driveways, and other hardscapes, and strengthening local drought resilience plans remained in effect.

On May 31, 2018, the Governor signed into law two bills (Assembly Bill 1668 (2018) and Senate Bill 606 (2018)) (together, the "Water Efficiency Legislation") requiring the establishment of Statewide efficiency standards by 2022. The Water Efficiency Legislation is designed to assist the State better prepare for droughts and climate change by requiring urban water suppliers to, among other things, create water use objectives, establish water shortage contingency plans, and increase potable water reuse.

The City can give no assurance that persistent drought conditions will not have a material adverse effect on development within the District and the City.

Tax Cuts and Jobs Act

Recent changes enacted on December 22, 2017 by federal tax legislation (the Public Law No. 115-97, also referred to as the "Tax Cuts and Jobs Act of 2017 made significant changes to many aspects of the Code that could have an impact on future property development. For example, the Tax Cuts and Jobs Act reduced the amount of mortgage interest deduction to the first $750,000 of a home loan on new purchases (existing loans are grandfathered in), increased the standard deduction, and put a limit of $10,000 on deductions for state and local income tax, sales tax, and property tax expenses that individuals may deduct from their gross income for federal income tax purposes, all of which could increase the cost of home ownership within the District and could adversely affect the sale of homes by the Developer Property Owners.

In addition, the changes enacted by Tax Cuts and Jobs Act of 2017 have resulted in additional federal income or state tax being imposed on owners of tax-exempt state or local obligations, such as the Series 2018 Bonds and subjects interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the Series 2018 Bonds, to a tax payable by Series 2018 Bond owners that are individuals, estates or trusts with adjusted gross income in excess of certain specified thresholds. See "–Impact of Legislative Proposals, Clarifications of the Code and Court Decisions on Tax Exemption."

Neither the City nor the District is able to predict the effect that the Tax Cuts and Jobs Act may have on the cost of home ownership or the price of homes in the District, the rate at which homes in the District are sold to homebuyers by the Developer Property Owners, or the ability or willingness of homebuyers to pay the Special Tax or property taxes.

The appraised values in the Appraisal do not take into account any of potential impacts of the Tax Act on home values or home sales in the District.

Impact of Legislative Proposals, Clarifications of the Code and Court Decisions on Tax Exemption

Recent legislation, future legislative proposals, if enacted into law, clarification of the Code, or court decisions may cause interest on the Series 2018 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Owners of the Series 2018 Bonds from realizing the full current benefit of the tax status of such interest. Recent legislation, the introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, liquidity of or marketability of, the Series 2018 Bonds. See "–Tax Cuts and Jobs Act."

Prospective purchasers of the Series 2018 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation as to which Bond Counsel expresses no opinion. As discussed under "TAX MATTERS," interest on the Series 2018 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Series 2018 Bonds were issued as a result of future acts or omissions of the District in violation of its covenants in the Fiscal Agent Agreement. If such an event of taxability occurs, the Series 2018 Bonds are not subject to special redemption or acceleration and will remain outstanding until maturity or until redeemed under one of the other redemption provisions contained in the Fiscal Agent Agreement.

Depletion of Bond Reserve Fund

The Bond Reserve Fund is to be maintained at an amount equal to the Bond Reserve Requirement as defined in the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS–Bond Reserve Fund." The Bond Reserve Fund will be used to pay principal of and interest on the Series 2018 Bonds and Outstanding Parity Bonds (and any Additional Bonds, the principal of and interest on which is supported by amounts in the Bond Reserve Fund) if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within the District. If the Bond Reserve Fund is depleted, it can be replenished from the proceeds of the levy and collection of the Special Tax that exceed the amounts to be paid to the owners of the 2018 Bonds and Outstanding Parity Bonds (and any Additional Bonds, the principal of and interest on which is supported by amounts in the Bond Reserve Fund) under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the annual Maximum Annual Special Tax rates, it is possible that no replenishment would be achieved if the Special Tax proceeds, together with other available funds, remain insufficient to pay all such amounts. Thus, it is possible that the Bond Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Tax.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel of Taxable Property to pay the Special Tax even if the value is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax to be recorded in the Office of the Recorder for the County against each parcel of Taxable Property. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

In 2004, the City recorded a notice of the lien of the Special Tax in the Office of the County Recorder of the County of Yolo. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a parcel of land, a home or a commercial or industrial facility in the District or the lending of money thereon. The Law requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. The California Civil Code requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Parity Taxes and Special Assessments

The ability or willingness of a property owner in the District to pay the Special Tax could be affected by the existence of other taxes and assessments imposed upon the property either currently existing or imposed in the future. The assessments and any penalties thereon constitute a lien against the lots and parcels of land on which they have been levied until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes and other special assessments regardless of when they are imposed upon the same property. The Special Tax has priority over all existing and future private liens imposed on the property. In addition, other public agencies whose boundaries overlap those of the District could, with or in some circumstances without the consent of the owners of the land in the District, impose additional taxes or assessment liens on the property in the District in order to finance public improvements to be located inside or outside of the District, and property owners may incur additional liens, including, but not limited to, liens for Property Assessed Clean Energy (PACE) improvements.

The City, however, has no control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property in the District. In addition, the City is not prohibited itself from establishing assessment districts, community facilities districts or other districts that might impose assessments or taxes against property in the District. The imposition of additional liens on a parity with the assessments could reduce the ability or willingness of the owners of parcels in the District to pay the Special Tax and increases the possibility that foreclosure proceeds will not be adequate to pay the delinquent Special Tax or the principal of and interest on the Series 2018 Bonds when due. See "THE DISTRICT–Direct and Overlapping Bonded Indebtedness."

Existing and Future Indebtedness

At the present time, approximately __% of the property in the District had no improvement value. In order to develop any improvements on the property, the developers who ultimately build on such property may need to construct improvements over and above those described herein. If the costs of these additional improvements are financed from borrowings, such borrowings will increase the public and/or private debt for which the land in the District or other land or collateral owned by such developers is security, and such increased debt could reduce the ability or desire of the developers or future property owners to pay the Special Tax.

Limitations on Remedies; No Acceleration

Remedies available to Bondholders may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Series 2018 Bonds, or to preserve the tax-exempt status of the Series 2018 Bonds. Bond Counsel has limited its opinion as to the enforceability of the Series 2018 Bonds and the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, or similar laws affecting generally the enforcement of creditors' rights. Additionally, the Series 2018 Bonds are not subject to acceleration in the event of the breach of any covenant or duty under the Fiscal Agent Agreement. Lack of remedies may entail risks of delay, limitation, or modification of Bondowner rights. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion. A California court may not strictly apply certain remedies or enforce certain covenants if it concludes that application or enforcement would be unreasonable under the circumstances and it may delay the application of such remedies and enforcement.

Secondary Markets and Prices

The Underwriter will not be obligated to repurchase any of the Series 2018 Bonds, and no representation is made concerning the existence of any secondary market for the Series 2018 Bonds. No assurance can be given that any secondary market will develop following the completion of the offering of the Series 2018 Bonds, and no assurance can be given that the initial offering prices for the Series 2018 Bonds will continue for any period of time.

Loss of Tax Exemption

As discussed under "TAX MATTERS," interest on the Series 2018 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance, as a result of acts or omissions of the City subsequent to the issuance of the Series 2018 Bonds in violation of the City's covenants with respect to the Series 2018 Bonds. The Fiscal Agent Agreement *does not* contain a special redemption provision triggered by the occurrence of an event of taxability. As a result, if interest on the Series 2018 Bonds were to become includable in gross income for purposes of the federal income tax, the Series 2018 Bonds would continue to remain outstanding until maturity or unless earlier redeemed pursuant to optional or mandatory redemption.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2018 Bonds will be selected for audit by the IRS. It is also possible that the market value of such Series 2018 Bonds might be affected as a result of such an audit of such Series 2018 Bonds (or by an audit of similar bonds or securities).

No Credit Rating; No Credit Enhancement

No rating has been applied for or obtained with respect to the Series 2018 Bonds, and the City does not presently intend to apply for or obtain any such rating. If any Owner attempts to resell the Series 2018 Bonds, the absence of a rating could adversely affect the market price and marketability of the Series 2018 Bonds. Furthermore, no credit enhancement will be obtained for the Series 2018 Bonds and the City does not presently intend to obtain such enhancement in the future.

THE CITY

The City is located approximately 81 miles northeast of San Francisco and approximately 20 miles northwest of Sacramento at the intersection of Interstate 5 and State Route 113. The City has been the seat of government for the County since 1862 and is the industrial and agricultural center of the County. As of January 1, 2018, the State Department of Finance estimated the population of the City to be 60,426 (not seasonally adjusted) an increase of approximately 6.4% compared to the estimated population for January 1, 2017.

The District is located in the City of Woodland. **The Series 2018 Bonds are not general obligations of the City but, rather, are limited obligations of the City secured solely by the Special Tax to be paid by the owners of property in the District and funds held pursuant to the Fiscal Agent Agreement.** Certain economic and demographic information regarding the City is contained in APPENDIX A– "GENERAL AND ECONOMIC INFORMATION FOR THE CITY OF WOODLAND." This information concerning the City is presented solely as background information.

THE SPRING LAKE SPECIFIC PLAN AREA

General

Pursuant to the General Plan of the City, an approximately 1,748 acre area (the "Master Plan Area") south of the existing City limits was identified as that in which future growth would occur. In December 2001, the City Council adopted a specific plan, as amended (the "Spring Lake Specific Plan"), for approximately 1,097 acres of the Master Plan Area (the "Spring Lake Specific Plan Area") establishing specific development policies, land use designations and design standards for development of a planned residential community within the Spring Lake Specific Plan Area. The City expects that all land within the Spring Lake Specific Plan Area will be annexed into the District in the future.

The remainder of the Master Plan Area, encompassing approximately 651 acres, located adjacent to Highway 113 is referred to as the "Master Plan Remainder Area" (the "MPRA"), is expected to be developed pursuant to a separate plan in the future, but is *not* expected to be annexed into the District.

Spring Lake Specific Plan

Upon full build-out of the Spring Lake Specific Plan Area, it is expected that 4,171 dwelling units (comprised of 3,146 single-family units and 1,025 multi-family units), approximately seven acres of neighborhood commercial development, more than 280 acres of public and quasi-public land uses (located primarily in the northern and northeastern area of the District), approximately 34 acres of park land, and more than 100 acres designated as streets, greenbelts and drainage will be constructed. In accordance with the Spring Lake Specific Plan, build-out is projected to occur over a period of years through 2035 and is expected to increase the population of the City by approximately 19,300 people. See also "–Status of Development" and APPENDIX A–"GENERAL AND ECONOMIC INFORMATION FOR THE CITY OF WOODLAND–Population–Table A-1–City, County and State Population."

The public and quasi-public land uses within the Spring Lake Specific Plan Area include the existing 121 acre Woodland Community College (approximately 70 acres) owned by the Woodland Joint Unified School District comprising Pioneer High School (approximately 50 acres) and a site for a future middle school (approximately 20 acres); the County Sheriff-Coroner facilities, including the County jail, the animal shelter, and the Juvenile Detention Facility (approximately 39 acres); and the Woodland Christian School (approximately 26 acres).

In addition to the Spring Lake Specific Plan, development is also subject to several development plans, reports and agreements, including but not limited to, the Spring Lake Specific Plan Infrastructure Study Report that identified the major infrastructure necessary to fully build-out the District (including the expected annexation of the remaining area in the Spring Lake Specific Plan Area), the Spring Lake Capital Improvement Program that identified an aggregate of $107.1 million in capital facilities (excluding parks) (collectively, the "Facilities") to be funded by the District and the Parks, Recreation, and Community Services Master Plan, as amended. See also, "THE DISTRICT–Status of Development."

Spring Lake Specific Plan Area Land Uses

The land in the Spring Lake Specific Plan Area is zoned for the development of approximately 596.3 acres of single-family residential homes, defined as densities of eight units or fewer per acre (*i.e.* zoning designations of R-3, R-4, R-5 and R-8); approximately 63.8 acres of multi-family residential defined as meaning densities of eight units or higher per acre (zoning designations R-15, R-20 and R-25); approximately seven acres of neighborhood commercial (zoning designation NC); approximately 34 acres of open space uses, including parks, open space, and greenbelts (zoning designation OS) and approximately 393.6 acres of public/quasi-public uses (defined as schools, City facilities, County uses, streets, etc.).

Facilities to be Completed

Facilities included in the Spring Lake Capital Improvement Program that remain to be constructed include offsite drainage improvements, a pump station and a force main to an outfall channel to mitigate downstream impacts from the Spring Lake Specific Plan and MPRA, which is required under the California Environmental Quality Act (approximately $6 million), installation of an additional sewer line and pump station, construction of two sections of County Road (CR) 25A, along the southern boundary of the Spring Lake Specific Plan Area (one section from Promenade to CR102, another section from the west edge of the Spring Lake Specific Plan Area to Parkland Avenue) (approximately $1.7 million) and two sections of Parkland Avenue (approximately $4.5 million), construction and acquisition of one 10-acre neighborhood park, one eight acre neighborhood park and one four acre central park. Each of these Facilities is expected to be financed through the Spring Lake Infrastructure Fee program as additional development occurs within the Spring Lake Specific Plan Area, however, except for the offsite drainage improvements, if the remaining Facilities were not completed it is not expected that full build-out of the Spring Lake Specific Plan Area would be impeded. See also, "THE DISTRICT–Development Plan–*Financing Plan for Facilities*." ***[City to Review and Update]***

(Remainder of this Page Intentionally Left Blank)

Map of Spring Lake Specific Plan Area and the District

(This Page Intentionally Left Blank)

THE DISTRICT

General; Location; and Description

Location. The District is located within the Spring Lake Specific Plan Area south of Gibson Road, east of East Street (County Road 100) and north of Road 25A in the southeast portion of the City. Access within the District is provided by internal roadways that connect with the primary access roadways and consists of approximately 808 non-contiguous acres. It is expected that one additional parcel located adjacent to the District, comprising approximately 25 acres and planned for residential development, will be annexed into the District by 20__. A map of the City indicating the Spring Lake Specific Plan Area and the current boundaries of the District is shown on page __.

For Fiscal Year 2017-18, there were 1,736 parcels of Taxable Property within the District. The Taxable Property is comprised of 1,562 parcels of "Developed Property" (defined in the Special Tax Formula as any parcel for which a building permit was issued prior to January 1 of the preceding Fiscal Year), of which: (i) 1,536 parcels had improvement value, and 26 parcels did not have improvement value; and (ii) 174 parcels were designated as "Small Lot Tentative Map Property" (as defined in the Special Tax Formula). The Small Lot Tentative Map Property is owned by four developer property owners (each a "Developer Property Owner" and collectively, the "Developer Property Owners") and is being developed pursuant to individual development agreements between the City and each Developer Property Owner. No individual Developer Property Owner is responsible for the payment of more than 13% of the Special Tax. See "–Development Plan" and "–Agreements with Developer Property Owners."

The aggregate assessed and appraised value of the District as of March 19, 2018 is estimated to be not less than $830.2 million. See "–Property Values in the District."

Zoning and Land Use Classifications

The land in the District is zoned for the development of approximately 383.5 acres of single-family residential residences, defined as densities of eight units or fewer per acre (*i.e.* zoning designations of R-3, R-4, R-5 and R-8); approximately 33.9 acres of multi-family residential defined as meaning densities of eight units or higher per acre (zoning designations R-15, R-20 and R-25); approximately seven acres of neighborhood commercial (zoning designation NC); approximately 30 acres of open space uses, including parks, open space, and greenbelts (zoning designation OS); and approximately 200 acres of public/quasi-public uses (defined as schools, a fire station, streets, etc.). Upon purchase of parks by the City such property will become "Public Property" under the Special Tax Formula and will then no longer be subject to the Special Tax.

Building Unit Allocation Ordinance

The General Plan land use policies and the Spring Lake Specific Plan limit the average annual City-wide development/growth rate to a maximum population of 65,000 by 2020. This growth rate restriction was designed to control the pace of the development within the District.

The City Council adopted Ordinance No. 1343 on April 16, 2002, as amended (the "BUA Ordinance"), requiring a staged release of the building permits for the aggregate 2,579 single-family market rate residences approved for development in the District (each a "BUA"), so that growth would occur in conformance with the General Plan. **BUAs are *not* required for the construction of low income or very low income single family residences, multi-family residences or commercial development.** The BUA Ordinance permits the City, in its sole discretion, to issue BUAs earlier or later than as described in the

BUA Ordinance if parcels within the District have been zoned to accommodate more units than would otherwise be available under the BUA Ordinance.

The BUA Ordinance originally established three release dates for the BUAs, which dates could be changed in the sole discretion of the City. The first release of 1,242 BUAs occurred during Fiscal Years 2004 through 2006-07. On March 5, 2013, the BUA Ordinance was modified by the adoption of Ordinance No. 1548 to address the timing and method of allocation of BUAs in the second and third releases as a result of the slowing housing market. Currently, there is no restriction on the release of BUAs.

Building permits for construction within the District are issued by the City on a first-come-first-serve basis upon approval of a final map, compliance with conditions of the development agreement and other City requirements.

As of the date of this Official Statement all property owned by the four Developer Property Owners have been issued BUAs.

Agreements with Developer Property Owners

Development Agreement. In addition to zoning requirements and the BUA Ordinance, all development within the District is subject to the terms and provisions of development agreements between the City and each Developer Property Owner (collectively, the "Development Agreements") each of which was approved by the City Council. The Development Agreements grant to each Developer Property Owner and their assignees a vested right to proceed with the development of the property in the District in accordance with the terms and conditions of the Development Agreement and the Spring Lake Specific Plan, as each may be amended from time to time. Pursuant to the terms of each Development Agreement and the provisions of Article 2.5 of Division 1 of Title 7 of the California Government Code (commencing with Section 65864), subject to the limited exceptions set forth in the following sentence, the Development Agreements remain enforceable by the parties during the respective specified terms, unless canceled or modified by the City. The term of each Development Agreement is 20 years, during which time the City will conduct an annual review to determine compliance with its provisions. The Development Agreements, which expire between 2023 and 2025, authorize the City to apply any subsequently adopted land use regulations and exactions not in conflict with the Spring Lake Specific Plan that are applied uniformly to development throughout the City or within a defined area of benefit that includes the property subject to such Development Agreement. The Development Agreements each contain a number of requirements including, but not limited to, provision of agricultural conservation easements, dedication of easements and rights-of-way, inclusionary housing, an Off-Site Affordable Housing Fee, funding for public transit, fire department operation and maintenance funding, payment of a County Fiscal Deficit Mitigation Fee, and public art.

Development Plan

[City to Review and Update]

Overview. The predominant land use in the District is for detached, single-family residential residences. It is expected that upon buildout of the District, including annexation of the remaining area in the Spring Lake Specific Plan Area, approximately 4,171 dwelling units will be constructed, of which 3,146 will be single-family units and 1,025 will be multi-family units.

Five distinct neighborhoods are planned for development within the District, with each designed to conform with nontraditional principles emphasizing short to medium block lengths (*i.e.* 400 to 600 feet), narrow-grid, tree lined streets, sidewalks separated from streets by landscaped medians and planters; functioning front porches, courtyards or porticos; and rear or detached garages.

Commercial uses are expected to be developed in the center of the District pursuant to a "town square" concept. In addition, an approximately four-acre central park, a fire station and a pedestrian plaza are planned for the town square area, an eight-acre park, and an approximately 30,000 square foot, transitional kindergarten through grade 6 elementary school located on a 10-acre site are planned for the District.

Financing Plan for Facilities. Financing for the Facilities comes from four principal sources: proceeds of Special Tax Bonds, Developer Property Owner contributions, the Spring Lake Infrastructure Fee (the "SLIF") program, and the City's Major Project Financing Plan Fee for projects that provide Citywide benefits.

The SLIF fee is charged on all residential development (including affordable housing) and commercial development in the Spring Lake Specific Plan Area, with a portion of the obligation expected to be satisfied through the issuance of Bonds. Developer Property Owners in the District receive credits for the value of money advanced to the City to pay for infrastructure, for the value of bond proceeds received as a result of liens on their property, or for construction of qualifying projects included on the Spring Lake Capital Improvement Program. The credits can be used to pay the SLIF that is due at the time building permits are pulled at the City.

Status of Development

Facilities. Approximately $69.5 million of major infrastructure improvements identified in the Spring Lake Capital Improvement Program, consisting of major streets, above ground and underground utilities associated with those streets, bikeways, greenbelts, open space facilities, drainage channels, detention ponds, water wells, pump stations and parks that provide connectivity and/or benefit to the Spring Lake Specific Plan Area (collectively, the "Backbone Infrastructure") have been constructed by the Developer Property Owners and acquired by the City.

Approximately $37.6 million in Facilities identified in the Spring Lake Capital Improvement Program remain to be constructed within the District. These Facilities consist of the development of two parks, the middle school, and a fire station. Completion of these Facilities is *not* required to complete build-out of the residential development within the current boundaries of the District. ***[To be Updated]***

Residential Development. For Fiscal Year 2017-18, there were 1,562 parcels of Single Family Developed Property and 174 parcels of Small Lot Tentative Map Property in the District. There are currently two residential communities being actively marketed in the District by one residential homebuilder. See "–Lennar Homes of California." A summary of each Developer Property Owner and the status of development for each community as of May 2018 is described below. *The following information has been obtained from each Developer Property Owner and other publically available sources and has not been independently verified by the City or the Underwriter.*

D.R. Horton.

General. D.R. Horton is Western Pacific Housing, Inc., a Delaware corporation ("D.R. Horton"). D.R. Horton is a wholly owned subsidiary of D.R. Horton, Inc., a Delaware corporation ("D.R. Horton, Inc."), a public company whose common stock is traded on the New York Stock Exchange under the symbol "DHI." Founded in 1978 and headquartered in Fort Worth, Texas, D.R. Horton, Inc. constructs and sells homes in 26 states and 79 metropolitan markets of the United States under the names of D.R. Horton, *America's Builder*, Emerald Homes, Express Homes, Freedom Homes and Pacific Ridge Homes.

D.R. Horton, Inc. is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission ("SEC"). Such filings, particularly, D.R. Horton, Inc.'s Annual Report on Form 10-K for the Fiscal Year ended September 30, 2017, as filed by D.R. Horton, Inc. with the SEC on November 15, 2017, and Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018, as filed by D.R. Horton, Inc. with the SEC on April 30, 2018, set forth certain data relative to the consolidated results of operations and financial position of D.R. Horton, Inc. and its subsidiaries, including D.R. Horton, as of such dates.

D.R. Horton, Inc./Forestar Merger. On October 5, 2017, D.R. Horton, Inc. announced the closing of D.R. Horton, Inc.'s previously announced acquisition of approximately 75% of the then outstanding shares of Forestar Group, Inc. (NYSE: FOR) ("Forestar") pursuant to a merger of a wholly owned subsidiary of D.R. Horton, Inc. with and into Forestar. Forestar is a residential and mixed-use real estate development company with operations in 18 markets in 10 states, where it owns, directly or through ventures, interests in residential and mixed-use projects. Pursuant to the merger announcement, the transaction establishes a strategic relationship between Forestar and D.R. Horton, Inc. for the supply of developed lots, as an extension of D.R. Horton's strategy of increasing its optioned land and lot position to enhance operational efficiency and returns.

The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including D.R. Horton, Inc. The address of such Internet web site is *www.sec.gov*. In addition, the aforementioned material may also be inspected at the offices of the NYSE at 20 Broad Street, New York, NY 10005. All documents subsequently filed by D.R. Horton, Inc. pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes.

Copies of D.R. Horton, Inc.'s Annual Report and each of its other quarterly and current reports, including any amendments, are available from D.R. Horton, Inc.'s website at *www.drhorton.com*.

The foregoing Internet addresses and references to filings with the SEC are included for reference only, and the information on these Internet sites and on file with the SEC may be incomplete or inaccurate and has not been reviewed by the City, the District, or the Underwriter. Information on these websites is not a part of this Official Statement and are is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on these internet sites. Neither D.R. Horton nor D.R. Horton, Inc. is obligated to advance funds for construction or development in the District or to pay ad valorem property taxes or the Special Tax and investors should not rely on the information and financial statements contained on such internet websites in evaluating whether to buy, hold, or sell the Series 2018 Bonds.

D.R. Horton plans to develop the "Adeline" community with 77 single-family single story and two-story homes. These detached homes will be constructed on lots that are typically sized 45 feet by 105 feet. This community is zoned R-8. The proposed product mix includes one single-story floor plan and four two-story floor plans, with each plan offering four architectural styles. All of the homes, are expected to range in size from approximately 1,577 square feet to approximately 2,622 square feet, and be equipped with solar power. Initial base prices for the homes have not yet been established. As of May 2018, construction of all 77 lots had been completed and home construction is expected to commence in summer 2018.

<u>KB Home – Central California</u>. KB Home (NYSE: KBH) is one of the largest and most recognized homebuilding companies in the U.S. and has been building homes for 60 years, with more than 600,000 homes delivered since its founding. KB Home sells and builds a variety of new homes designed primarily for first-time, first move-up and active adult homebuyers, including attached and detached single-family

residential homes, townhomes and condominiums. KB Home offers homes in development communities, at urban in-fill locations and as part of mixed-use projects. Homebuilding operations represent most of their business, accounting for 99.7% of total revenues in 2017. Their financial services operations, which accounted for the remaining 0.3% of total revenues in 2017, offers various insurance products to homebuyers in the markets where KB Home builds homes and provides title services in certain of those markets. The financial services operations provide mortgage banking services, including residential consumer mortgage loan ("mortgage loan") originations, to our homebuyers indirectly through KBHS Home Loans, LLC ("KBHS"), an unconsolidated joint venture formed with Stearns Lending, LLC ("Stearns"), which became operational in 2017. Unless the context indicates otherwise, the terms "we," "our" and "us" used herein refer to KB Home, a Delaware corporation, and its predecessors and subsidiaries. Also, as used herein "home" is a single-family resident, whether it is single-family home or other type of residential property; "community" is a single development which new homes are constructed as part of an integrated plan; and "community count" is the number of communities KB Home has open for sales with at least five homes/lots left to sell.

KB Home is developing the "Oyang North" community consisting of 112 single-family homes. Sixty-five lots in this community are zoned R-5 and the remaining 52 lots are zoned R-8 and will be developed with detached single-story and two-story homes. There is one floor plan available for the single-story homes, five floor plans available for the two-story homes, and a total of 24 architectural styles. All of the homes, which will range in size from 1,880 square feet to 3,061 square feet, will be equipped with solar power, and are expected to be priced from $462,900 to $532,000. As of May 2018, the final map for Oyang North had been submitted to the City. The final map was approved in June 2018. KB Home expects to commence construction in October 2018 and open model homes in November 2018.

Lennar Homes of California. Lennar Homes of California, Inc. ("Lennar") is a wholly-owned subsidiary of Lennar Corporation, a Delaware corporation ("Lennar Corporation"), with headquarters in Miami, Florida. Lennar Corporation is a diversified real estate company, publicly traded on the New York Stock Exchange under the symbol LEN. Lennar Corporation started as a Dade County, Florida homebuilder in 1954.

In February 2018, Lennar Corporation completed its merger with homebuilder CalAtlantic. The deal gave Lennar control of 240,000 home sites and 1,300 active communities in 49 markets across 21 states, and put it on track to become the nation's largest homebuilder. The year 2018 marked the 21st year that Lennar Corporation has operated in the Sacramento area.

Lennar Corporation is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such files can also be accessed over the Internet at the SEC's website at www.sec.gov.

Copies of such material can be obtained from the public reference section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, the aforementioned material may also be inspected at the office of the NYSE at 20 Broad Street, New York, New York 10005. Additionally, Lennar Corporation provides investor relations information on its website.

For further information on Lennar, see its Internet homepage located at www.lennar.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on this website is a part of this Official Statement or incorporated into this Official Statement by reference and no representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.

Lennar is developing "The Grove at Spring Lake," (formerly known as the Cal West parcel), "The Orchard at Spring Lake," and "Oyang South" communities in the District.

The Grove at Spring Lake. This parcel is zoned R-8 and is being developed by Lennar as 225 finished lots in four villages for the construction of detached single-story and two-story homes. Villages 1 and 2 will be called "The Grove at Spring Lake" and will consist of 142 home sites and an eight-acre neighborhood park. There is one floor plan available for the single story homes and five floor plans available for the two-story homes, with each floor plan offering four architectural styles. All of the homes, which will range in size from 1,662 square feet to 3,033 square feet, will be equipped with solar power, and Lennar's Home Automation package (technology that permits control of locks, lights, climate, and cameras from a computer, tablet, or smartphone) which was introduced during development of phase one and will continue through the build-out. As of April 2018, 74 homes in Village 1 priced from approximately $450,000 to $750,000 were under construction; and two acres of the neighborhood park have been improved and are open to the public. As of May 2018, construction of 68 homes in Village 2 had commenced. Villages 3 and 4, consisting of 83 finished lots, are under contract to be sold to Woodside Homes, with an expected closing date in July 2018.

The Orchard at Spring Lake. This community will consist of 103 home sites. It is zoned R-4 and is being developed with detached single-story and two-story homes. There are two floor plans available for the single story homes and three floor plans available for the two-story homes, with each floor plan offering four architectural styles. All of the homes, which will range in size from 1,995 square feet to 3,312 square feet, will be equipped with solar power and Lennar's Home Automation package. Homes are priced from approximately $487,000 to $609,000. As of May 2018, 29 homes were under construction and seven acres of the 10-acre Rick Gonzalez, Sr. Park have been improved and are open to the public. The newly completed Spring Lake Elementary School is located immediately south of this park. The school, operated by the Woodland Joint Unified School District, is designed to accommodate 400 transitional kindergarten through grade 6 students and is scheduled to open in August 2018.

Oyang South. This community will consist of 250 detached single-family homes in three separate villages, each of which will be equipped with solar power and Lennar's Home Automation package, and located less than one-quarter mile from the park and elementary school described in "*–The Orchard at Spring Lake*." Each village will contain distinct product lines as summarized below:

<u>*Village 1 – Summerstone*</u>: This Village is expected to consist of single-story and two-story homes on 83 residential lots. There are three floor plans available for the single-story homes and two floor plans available for the two-story homes, with each floor plan offering four architectural styles. This community is zoned R-4 and the homes will be constructed on lots sized 60 feet by 105 feet. The homes will range in size from 1,945 square feet to 3,512 square feet and are expected to be priced from approximately $500,000 to $650,000.

<u>*Village 2 – Magnolia*</u>: This Village is expected to consist of single-story and two-story homes on 85 residential lots. There are three floor plans available for the single-story homes and one floor plan available for the two-story homes, with each floor plan offering four architectural styles. This community is zoned R-4 and the homes will be constructed on lots sized 60 feet by 110 feet. The homes will range in size from 2,614 square feet to 3,023 square feet and are expected to be priced from approximately $550,000 to $700,000.

<u>*Village 3*</u>: This Village is expected to consist of single-story and two-story homes on 82 residential lots. There is one floor plan available for the single-story homes and four floor plans available for the two-story homes, with each floor plan offering four architectural styles. This community is zoned R-3 and the homes will be constructed on lots sized 70 feet by 110 feet. The homes will range in size from 2,737 square feet to 3,731 square feet and are expected to be priced from approximately $600,000 to $750,000.

As of May 2018, the site has been graded and development plans have been submitted to the City for approval, which approval is expected in June 2018. Once approved by the City, site improvement will begin and construction of model homes is expected to commence in August 2018.

Recent Litigation Against Lennar Corporation. A lawsuit was filed in the state court of California against Lennar Corporation relating to Lennar Corporation and LandSource Communities Development, LLC, a Delaware limited liability company ("LandSource"), in which the California Public Employees' Retirement System ("CalPers") invested in 2007. LandSource filed for bankruptcy on June 8, 2008 ("LandSource Bankruptcy Matter"), and a plan for reorganization was approved by the bankruptcy court on July 20, 2009. (*In re: LandSource Communities Development LLC, et al,* Case No. 08-11111, United States Bankruptcy Court, District of Delaware.) The complaint, which is filed as a qui tam action by a newly created limited liability company, makes a number of claims related to Lennar Corporation's actions regarding LandSource and the related bankruptcy and seeks injunctive relief and damages (including statutory and treble) relating to CalPers' alleged $970 million loss. Lennar Corporation has filed a petition to remove the complaint to federal court (*Citizens Against Corporate Crime v. Lennar Corporation* (9th Circuit, California Eastern District Court, Case No. 2:2018cv01269). Lennar Corporation has also filed a Motion to Reopen the Chapter 11 Bankruptcy Cases for the Limited Purpose of Enforcing the Injunction and Release in the Debtors' Joint Chapter 11 Plan and Confirmation Order. Persons released in the LandSource Bankruptcy Matter include Lennar Corporation and Lennar Homes. Lennar Corporation contends that in addition to the complaint being barred by the release and injunction in the LandSource Bankruptcy Matter, the complaint is meritless and barred by applicable statutes of limitation and other defenses. Lennar Homes is not a party to the complaint. Lennar Homes believes that even if, in the unlikely event, the complaint is successful against Lennar Corporation, Lennar Homes will be able to complete the development and sale of its project within the District as described in this Official Statement and pay the Special Tax and *ad valorem* tax obligations on the property that it owns within the District prior to delinquency during Lennar Homes' period of ownership.

<u>Taylor Morrison of California, LLC</u>. Taylor Morrison of California, LLC, is a California limited liability company ("Taylor Morrison"). Taylor Morrison Services, Inc., a Delaware corporation qualified in California ("TMSI"), is the sole shareholder of the Developer. TMSI is controlled by Taylor Morrison Home Corporation, a Delaware corporation ("TMHC"), which is traded on the New York Stock Exchange as "TMHC." TMHC's principal executive offices are located in Scottsdale, Arizona. TMHC was created as a result of the July 2007 merger of two United Kingdom-based, publicly-listed homebuilders, Taylor Woodrow plc and George Wimpey plc, the predecessor entities of which commenced homebuilding operations in the United States in 1936. The subsequent integration of Taylor Woodrow, Inc. and Morrison Homes, Inc. in the U.S. formed TMHC and Monarch Corporation in Canada, respectively.

TMHC is subject to the informational requirements of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act") and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission ("SEC"). The SEC maintains an Internet web site that contains reports, proxy and information statements, and other information regarding registrants that file electronically with the SEC, including TMHC. The address of such internet web site is "www.sec.gov". All documents subsequently filed by TMHC pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Additional information on TMHC, including annual reports and related financial statements, can be found on the investors relations tab at the website "www.taylormorrison.com." The foregoing internet addresses are included for reference only and the information on the respective internet sites is not a part of this Official Statement and is not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the aforementioned internet sites.

Taylor Morrison is developing the "Spring Lake" community consisting of 214 detached single-family homes constructed in three phases (one, two, and four). Ten percent of the homes will be equipped with solar power, with this feature being an option for the remaining homes. In addition, all of the homes will be equipped with the UltraSync SmartHome system (technology that permits control of locks, lights, climate, cameras, and security and life safety systems from a computer, tablet, or smart phone).

Phase one – Spring Lake – Laurel: Phase one is expected to consist of single-story and two-story homes on 100 residential lots. There will be five floor plans available. This community is zoned R-5 and the homes will be constructed on lots sized 55 feet by 105 feet. The homes will range in size from 1,900 square feet to 2,918 square feet and are expected to be priced from approximately $440,000 to $500,000.

Phase two – Spring Lake – Ivy: Phase two is expected to consist of single-story and two-story homes on 70 residential lots. There will be six floor plans available. This community is zoned R-8 and the homes will be constructed on lots sized 45 feet by 95 feet. The homes will range in size from 1,677 square feet to 2,568 square feet and are expected to be priced from approximately $390,000 to $455,000.

Phase four – Spring Lake – Olive: Phase four is expected to consist of single-story and two-story homes on 44 residential lots. There will be six floor plans available. This community is zoned R-4 and the homes will be constructed on lots sized 65 feet by 105 feet. The homes will range in size from 2,249 square feet to 3,178 square feet and are expected to be priced from approximately $500,000 to $650,000.

As of May 2018, master architectural plans for all phases of development had been approved by the City. For phase one, permits for construction of model homes have been issued, construction is scheduled to commence on June 25, 2018, a temporary sales trailer has been permitted and installed, and active sales have commenced. Additionally, permits for construction of production homes have been submitted to the City, with construction expected to commence in July 2018, and construction of the model homes is expected to be completed in the fourth quarter of 2018.

As of the date of this Official Statement, Taylor Morrison also owns phase three, however upon the recordation of the subdivision map for phases three and four, Taylor Morrison is contractually obligated to re-convey phase three to Reynen & Bardis Homes who expects to sell phase three to a merchant homebuilder. ***[Review and Confirm]***

Value-to-Lien. Table 6A is presented for historical context. This Table summarizes the Fiscal Year 2017-18 average value-to-lien ratios of Taxable Property within the District by development category based upon the status of development as of December 31, 2016, assuming no further development within the District, including overlapping tax and assessment debt, as reported by California Municipal Statistics, Inc. (see "–Direct and Overlapping Bonded Indebtedness"), and excluding overlapping general fund debt, and liens for PACE assessments (which were recorded against 11 homes), as 12.46:1. See Table 11– "Statement of Direct and Overlapping Bonded Indebtedness" for a summary of outstanding debt within the District for Fiscal Year 2017-18.

(Remainder of this Page Intentionally Left Blank)

Table 6A
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Status of Development as of Fiscal Year 2017-18

Development Category	Number of Parcels	Acreage of High Density Property	Fiscal Year 2017-18 Assessed Value: Land	Fiscal Year 2017-18 Assessed Value: Improvements	Fiscal Year 2017-18 Assessed Value: Total(1)	Fiscal Year 2017-18 Maximum Special Tax	Fiscal Year 2017-18 Special Tax Levy	Total District Debt Lien(2)	Average Value-to-Lien Ratio
Developed Property(3)									
Parcels with Improvement Value	1,536	0.00	$145,412,451	$463,914,237	$609,326,688	$3,262,688	$3,262,688	$50,887,644	11.97
Parcels without Improvement Value	26	0.00	2,210,526	0	2,210,526	54,008	54,008	844,356	2.62
Subtotal Developed Property	**1,562**	**0.00**	**147,622,977**	**463,914,237**	**$611,537,214**	**$3,316,696**	**3,316,696**	**51,730,000**	**11.82**
Small Lot Tentative Map Property									
Parcels within a Final Map(4)	165	0.00	10,330,502	0	10,330,502	356,583	0	0	N/A
Parcels not within a Final Map(5)	9	19.59	22,580,922	0	22,580,922	770,718	0	0	N/A
Subtotal Small Lot Tentative Map Property	**174**	**19.59**	**32,911,424**	**0**	**32,911,424**	**1,127,301**	**0**	**0**	**N/A**
Undeveloped Property	0	0.00	0	0	0	0	0	0	N/A
TOTAL TAXABLE PROPERTY	**1,736**	**19.59**	**$180,534,401**	**$463,914,237**	**$644,448,638**	**$4,443,997**	**$3,316,696**	**$51,730,000**	**12.46**

(1) Total includes assessed values of personal property.
(2) Represents the debt lien of $25,000,000 outstanding principal amount of Series 2013 Bonds, and $26,685,000 outstanding principal amount of Series 2016 Bonds as of March 2, 2018. Does not include any overlapping general fund debt or PACE liens on properties within the District. As of Fiscal Year 2017-18, there were 11 homes with PACE liens within the District.
(3) Includes properties for which the City issued building permits prior to January 1, 2017. Does not include parcels which have prepaid the Special Tax obligation as of Fiscal Year 2017-18.
Sources: Yolo County Assessor's Office and Goodwin Consulting Group, Inc.

Table 6B-1 and Table 6B-2 summarize the projected Fiscal Year 2018-19 value-to-lien ratios of Taxable Property within the District by development category following the issuance of the Series 2018 Bonds based upon the status of development as of December 31, 2017, assuming no further development within the District as 10.87:1. These Tables include the expected number of single family units, the combined assessed and appraised values, Special Tax lien, direct overlapping tax and assessment debt, as reported by California Municipal Statistics, Inc. (see "–Direct and Overlapping Bonded Indebtedness"), and excludes overlapping general fund debt and PACE liens recorded against 11 parcels in the District.

Table 6B-1
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Projected Property Classification by Land Use Category
Projected Fiscal Year 2018-19[1]

Development Category	Number of Taxable Parcels	Percent of Taxable Parcels	Expected Number of Single Family Units	Combined Value[2]	Percent of Combined Value	Projected Fiscal Year 2018-19 Special Tax Levy	Projected Fiscal Year 2018-19 Percent of Special Tax Levy	Total District Debt Lien[3]	Average Value-to-Lien Ratio
Developed Property[4]									
Single Family[5]	1,654	95.55%	1,654	$673,131,663	81.15%	$3,580,393	80.49%	$63,284,624	10.64
Partially Developed Property									
Single Family[5][6]	1	0.06	103	14,891,225	1.80	115,474	2.60	1,926,875	7.73
Small Lot Tentative Map Property									
Included in a Final Map									
Single Family[5]	68	3.93	68	9,086,200	1.10	52,467	1.18	894,584	10.16
Not Included in a Final Map									
Single Family[5]	7	0.40	898	128,422,525	15.48	665,689	14.96	10,981,968	11.69
Multi-Family[7]	0	0.00	0	0	0.00	0	0.00	0	N/A
Mixed[8]	1	0.06	46	3,950,000	0.48	34,332	0.77	605,667	6.52
Subtotal Small Lot Tentative Map Property	**76**	**4.39**	**1,012**	**141,458,725**	**17.05%**	**752,488**	**16.92%**	**12,482,220**	**11.33**
Undeveloped Property	0	0.00	0	0	0.00	0	0.00	0	N/A
TOTAL TAXABLE PROPERTY	**1,731**	**100.00%**	**2,769**	**$829,481,613**	**100.00%**	**$4,448,355**	**100.00%**	**$77,693,718**	**10.68**
Future BUA Release Property[9]	45.6 acres								
Property Outside District and Within the Spring Lake Specific Plan Area[10]	24.6 acres								

(1) The projected Fiscal Year 2018-19 Special Tax levy is based on the status of development as of December 31, 2017, and assumes no further development. Does not include capitalized interest that will be available to reduce the Fiscal Year 2018-19 Special Tax levy on Small Lot Tentative Map Property. Excludes 70 parcels that prepaid the Special Tax prior to July 1, 2018, two of which prepaid after the date of the Appraisal. Excludes 22.39 acres of Multi-Family Property that may become exempt from the Special Tax in the future.
(2) Includes appraised values of parcels that were appraised and the Fiscal Year 2017-18 assessed values for parcels that were not appraised. Appraised values were allocated to individual parcels as shown in the Appraisal. See APPENDIX C–"APPRAISAL OF REAL PROPERTY." The allocated values may not be indicative of the market values of the groupings or the individual parcels. Does not include values for parcels that will not be Taxable Property in Fiscal Year 2018-19.
(3) Represents the debt lien of $25,000,000 outstanding principal amount of Series 2013 Bonds and $26,685,000 outstanding principal amount of the Series 2016 Bonds as of March 2, 2018, plus the estimated $21,000,000* principal amount of the Series 2018 Bonds. Allocated based on the projected Fiscal Year 2018-19 Special Tax levy and not the Maximum Special Tax. Includes direct and overlapping tax and assessment debt as reported by California Municipal Statistics, Inc. See "–Direct and Overlapping Bonded Indebtedness." Does not include any overlapping general fund debt or PACE liens on properties within the District. As of Fiscal Year 2017-18, there were 11 homes with PACE liens within the District. Does not account for anticipated bond call that will occur on September 1, 2018 as a result of prepayments of the Special Tax.
(4) Includes properties for which the City issued building permits prior to January 1, 2018. Does not include parcels which have prepaid their Special Tax obligation as of July 1, 2018.
(5) Includes properties zoned for "R-8" or lower density development.
(6) Of the units expected on this parcel, 17 received building permits prior to January 1, 2018. This parcel is included in a final map but has not yet been subdivided.
(7) Defined as properties zoned for "R-15" or higher density development. These properties are currently considered Taxable Property, but are excluded because they may become exempt Affordable Multi-Family Property in the future. Includes parcels 041-231-028, 042-030-054, 042-574-001, and 042-580-073, which are expected to be developed as 19.59 acres of Multi-Family property. These parcels have a combined Fiscal Year 2017-18 assessed value of $4,253,835 and a combined projected Fiscal Year 2018-19 Maximum Special Tax of $248,669.
(8) Currently this parcel is anticipated to be developed into 46 single family units and 2.8 acres of High Density Property. The High-Density Property is excluded because it may become exempt Affordable Multi-Family Property in the future. The entire appraised value of this parcel is included above. This parcel has a projected Fiscal Year 2018-19 Maximum Special Tax of $33,990.
(9) Estimated acreage of areas within the District boundaries that will become taxable if BUAs are issued.
(10) Estimated acreage of areas outside the District boundaries that are within the Spring Lake Specific Plan Area. These properties will become taxable if annexed to the District and BUAs are issued. Does not include areas in the Master Plan Remainder Area. See "THE SPRING LAKE SPECIFIC PLAN AREA–General" for a description of the Master Plan Remainder Area.
* Preliminary, subject to change.
Sources: Yolo County Assessor's Office, Integra Realty Resources, Inc., California Municipal Statistics, Inc., and Goodwin Consulting Group, Inc.

Table 6B-2
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Projected Status of Development as of Fiscal Year 2018-19[1]

				Projected Fiscal Year 2018-19			
Development Category	Number of Parcels	Expected Number of Single Family Units	Combined Value[2]	Maximum Special Tax	Special Tax Levy	Total District Debt Lien[3]	Average Value-to-Lien Ratio
Developed Property[4]							
Appraised Parcels	167	167	$71,778,500	$356,953	$356,953	$5,943,889	12.08
Unappraised Parcels With Improved Value	1,487	1,487	601,353,163	3,223,440	3,223,440	57,340,735	10.49
Subtotal Developed Property	1,654	1,654	673,131,663	3,580,393	3,580,393	63,284,624	10.64
Partially Developed Property							
Appraised Parcels Within a Final Map	1	103	14,891,225	258,222	115,474	1,926,875	7.73
Small Lot Tentative Map Property							
Appraised Parcels within a Final Map	68	68	9,086,200	155,270	52,467	8794,584	10.16
Appraised Parcels not within a Final Map	8	944	132,372,525	2,071,608	700,021	11,587,636	11.42
Subtotal Small Lot Tentative Map Property	76	1,012	141,458,725	2,226,878	752,488	12,482,220	11.33
Undeveloped Property	0	0	0	0	0	0	N/A
TOTAL TAXABLE PROPERTY	**1,731**	**2,769**	**$829,481,613**	**$6,065,493**	**$4,448,355**	**$76,693,718**	**10.68**
Future BUA Release Property[5]	45.6 acres						
Property Outside District and Within the Spring Lake Specific Plan Area[6]	24.6 acres						

(1) The projected Fiscal Year 2018-19 Special Tax levy is based on the status of development as of December 31, 2017, and assumes no further development.. Does not include capitalized interest that will be available to reduce the Fiscal Year 2018-19 Special Tax levy on Small Lot Tentative Map Property. Excludes 70 parcels that have prepaid the Special Tax prior to July 1, 2018, two of which prepaid after the date of the Appraisal. Excludes 22.39 acres of Multi-Family Property that may become exempt from the Special Tax in the future.
(2) Includes appraised values of parcels that were appraised and the Fiscal Year 2017-18 assessed values for parcels that were not appraised. Appraised values were allocated to individual parcels as shown in the Appraisal. See APPENDIX C–"APPRAISAL OF REAL PROPERTY." The allocated values may not be indicative of the market values of the groupings or the individual parcels. Does not include values for parcels that will not be Taxable Property in Fiscal Year 2018-19.
(3) Represents the debt lien of $25,000,000 outstanding principal amount of Series 2013 Bonds and $26,685,000 outstanding principal amount of the Series 2016 Bonds as of March 2, 2018, plus the estimated $21,000,000* principal amount of the Series 2018 Bonds. Allocated based on the projected Fiscal Year 2018-19 Special Tax levy and not the Maximum Special Tax. Includes direct and overlapping tax and assessment debt as reported by California Municipal Statistics, Inc. See "–Direct and Overlapping Bonded Indebtedness." Does not include any overlapping general fund debt or PACE liens on properties within the District. As of Fiscal Year 2018-19, there were 11 homes with PACE liens within the District. Does not account for anticipated bond call that will occur on September 1, 2018 as a result of prepayments of the Special Tax.
(4) Includes properties for which the City issued building permits prior to January 1, 2018. Does not include parcels which have prepaid their Special Tax obligation as of July 1, 2018.
(5) Estimated acreage of areas within the District boundaries that will become taxable if BUAs are issued.
(6) Estimated acreage of areas outside the District boundaries that are within the Spring Lake Specific Plan Area. These properties will become taxable if annexed to the District and BUAs are issued. Does not include areas in the Master Plan Remainder Area. See "THE SPRING LAKE SPECIFIC PLAN AREA–General" for a description of the Master Plan Remainder Area.
* Preliminary, subject to change.

Sources: Yolo County Assessor's Office, Integra Realty Resources, Inc., and Goodwin Consulting Group, Inc.

Property Values in the District

As of March 19, 2018, the aggregate assessed and appraised value of the property within the District is estimated to be not less than $830.2 million.

Assessed Value. The total assessed value of Taxable Property in the District for Fiscal Year 2017-18 was $644.4 million. This value is not necessarily representative of the actual market value of the property in the District, however, since Article XIII A of the California Constitution limits any increase in assessed value to no more than 2% per year unless property is sold or transferred. As a consequence, assessed values are typically less than actual market values unless the property has recently changed ownership. This value does not account for any reassessments based on changes in ownership or improvements to property occurring after January 1, 2017.

Table 7 summarizes the assessed value for Taxable Property and the number of building permits issued within the District for Fiscal Years 2007-08 through 2017-18.

Table 7
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Assessed Value of Taxable Property and
the Number of Building Permits Issued
Fiscal Years 2007-08 through 2017-18

Fiscal Year	Land Assessed Value	Improvement Assessed Value	Total Assessed Value(1)	Number of Building Permits Issued as of January 1(2)
2007-08	$210,443,992	$88,865,863	$299,309,855	441
2008-09	211,783,560	135,014,733	346,798,293	658
2009-10	165,898,519	186,432,194	352,330,713	813
2010-11	146,660,019	187,249,327	333,909,346	933
2011-12	118,988,098	177,879,019	296,867,117	935
2012-13	100,132,144	178,295,511	278,427,655	964
2013-14(3)	98,258,820	186,047,587	284,306,407	979
2014-15	125,159,210	255,278,939	380,438,149	1,050
2015-16(4)(5)	143,333,610	305,675,397	449,119,207	1,166
2016-17(5)(6)	165,735,617	358,315,063	524,153,580	1,302
2017-18(7)	180,534,401	463,914,237	644,448,638	1,562

(1) Assessed value of taxable property as reported on the County Assessor's roll as of January 1 preceding each Fiscal Year. Does not include assessed value of prepaid properties starting in the Fiscal Year in which those properties were no longer subject to the Special Tax.
(2) Does not include building permits for parcels that prepaid the Special Tax obligation.
(3) Includes an additional $655,146 of assessed value due to the issuance of BUAs for two projects prior to Fiscal Year 2013-14. The assessed values for these projects are included in the totals for subsequent years.
(4) Includes an additional $8,392,481 of assessed value due to the issuance of BUAs for three projects prior to Fiscal Year 2015-16. The assessed values for these projects are included in the totals for subsequent years.
(5) Total assessed value in this year includes assessed values of personal property
(6) Includes an additional $9,000,000 of assessed value due to the issuance of BUAs for one project prior to Fiscal Year 2016-17. The assessed values for these projects are included in the totals for subsequent years.
(7) Includes an additional $5,150,000 of assessed value due to the issuance of BUAs for one project prior to Fiscal Year 2017-18. Does not include assessed values of parcels 042-580-063 and 042-030-034, which were both annexed to the District after the start of the Fiscal Year and parcels 042-580-071 and 042-580-072, which had no BUAs issued as of Fiscal Year 2017-18.
Sources: Yolo County Assessor's Office and Goodwin Consulting Group, Inc.

For Fiscal Year 2017-18, the aggregate assessed value of Taxable Property was approximately 12.46 times the principal amount of the outstanding Series 2013 Bonds and the Series 2016 Bonds, and the aggregate assessed value of Single Family Developed Property ($611,537,214) was approximately 11.82 times the principal amount of the outstanding Series 2013 Bonds and the Series 2016 Bonds as allocated to Single Family Developed property based on the Fiscal Year 2017-18 tax levy. See also "–Direct and Overlapping Bonded Indebtedness."

Appraised Value

General. Integra Realty Resources – Sacramento, Rocklin, California (the "Appraiser") prepared an appraisal to estimate the market value (fee simple estate), by ownership, by ownership and Assessor's parcel, and the cumulative, or aggregate value, of a total of 1,236 parcels comprised of 140 completed single family homes without a complete assessment for structural improvements as of Fiscal Year 2017-18; 1,005 unimproved residential lots; 24 partially completed single-family lots (including halfplex and custom lots), 65 finished single-family lots, and two residential parcels (both single – and multi-family) classified as transitional land (collectively, the "Appraised Property") that have been sold or are currently in contract for sale to Developer Property Owners, subject to the hypothetical condition that certain of the proceeds from the Series 2018 Bonds are available to reimburse for infrastructure improvements completed, as of the effective date of the appraisal, March 19, 2018. The Appraiser prepared a report dated May 17, 2018 (the "Appraisal") at the request of the City.

The Appraisal is set forth in APPENDIX C. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Value Estimates. The estimate of the market value of the fee simple estate of the Appraised Property in the District subject to the Special Tax was as of the effective date of the appraisal, March 19, 2018. The value estimate assumes a transfer would reflect a cash transaction or terms considered to be equivalent to cash. The estimate is also premised on an assumed sale after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with buyer and seller each acting prudently, knowledgeably, for their own self-interest, and assuming neither is under duress. The aggregate value estimate for the Appraised Property as of the March 19, 2018 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and extraordinary assumptions set forth in the Appraisal, and based on the ownership of the Appraised Property as of that date is not less than $228,128,450.

The Appraisal is an estimate of the hypothetical market value of the Appraised Property, assuming the completion of the improvements to be financed with the proceeds of the Series 2018 Bonds.

Market Value. The estimate of market value provided in the Appraisal assume a transfer would reflect a cash transaction or terms considered to be equivalent to cash. The estimates are also premised on an assumed sale after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with buyer and seller acting prudently, knowledgeably, for their own self-interest and assuming neither is under duress. Further, the estimates of market value, by ownership, estimated in the Appraisal specifically assume the appraised properties within the boundaries of the District are not marketed concurrently, which would suggest a market under duress.

Extraordinary Assumptions and Hypothetical Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and extraordinary assumptions which affect the estimates as to value, and include some of the following. See APPENDIX C–"APPRAISAL OF REAL PROPERTY" for a complete list of assumptions and limiting conditions.

It is presumed that there are no adverse soil conditions, toxic substances or other environmental hazards that may interfere or inhibit development of the Appraised Property. If, at some future date, items are discovered that are determined to have a detrimental impact on value, then the Appraiser reserves the right to amend the opinion of value stated in the Appraisal.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis. It is a hypothetical condition of the Appraisal that certain of the proceeds from the Series 2018 Bonds are available to reimburse for infrastructure improvements completed. The estimates of market value account for the impact of the lien of the Special Taxes securing the Bonds.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS."

Market Absorption Study. In addition to the Appraisal, the City retained The Gregory Group, Folsom, California (the "Absorption Consultant") to prepare a market Absorption Study (the "Absorption Study") related to the Appraised Property. The Absorption Study is attached as Appendix D.

(Remainder of this Page Intentionally Left Blank)

A summary of the projected value-to-lien ratios, including the Series 2018 Bonds and excluding parcels on which the Special Tax will not be levied in Fiscal Year 2018-19 based on the development status (*i.e.* issuance of building permits and recordation of final maps) within the District as of December 31, 2017, assuming no further development and excluding overlapping general fund debt and PACE liens, is set forth in Table 8.

Table 8
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Projected Value-to-Lien Ratios for Fiscal Year 2018-19[1]

Value-to-Lien	Number of Parcels	Expected Number of Single Family Units	Combined Value[2]	Projected Fiscal Year 2018-19 Maximum Special Tax	Projected Fiscal Year 2018-19 Special Tax Levy	Projected Fiscal Year 2018-19 Percent of Special Tax Levy	Total Debt Lien[3]	Average Value-to-Lien Ratio
15:1 to 20:1	14	14	$6,549,110	$20,753	$20,753	0.47%	$390,039	16.79
10:1 to 15:1	1,120	2,002	624,016,837	4,418,848	3,032,230	69.17	53,038,570	11.77
5:1 to 10:1	560	707	193,987,828	1,544,783	1,322,537	29.73	23,052,080	8.42
3:1 to 5:1	33	33	4,641,163	66,007	66,007	1.48	1,098,487	4.23
1:1 to 3:1	1	1	121,675	2,606	2,606	0.06	43,528	2.80
0:1 to 1:1[4]	1	10	45,000	8,801	2,974	0.07	50,616	0.89
City Parcels[5]	2	2	120,000	3,695	1,248	0.03	20,399	5.88
TOTAL	**1,731**	**2,769**	**$829,481,613**	**$6,065,493**	**$4,448,355**	**100.00%**	**$77,693,718**	**10.68**

(1) The projected Fiscal Year 2018-19 Special Tax levy is based on the status of development as of December 31, 2017, and assumes no further development. Does not include capitalized interest that will be available to reduce the Fiscal Year 2018-19 Special Tax levy on Small Lot Tentative Map Property. Excludes 70 parcels that have prepaid the special tax prior to July 1, 2018, two of which prepaid after the date of the Appraisal. Excludes 22.39 acres of Multi-Family Property that may become exempt from the Special Tax in the future.
(2) Includes appraised values of parcels that were appraised and the Fiscal Year 2017-18 assessed values for parcels that were not appraised. Appraised values were allocated to individual parcels as shown in the Appraisal. See APPENDIX C–"APPRAISAL OF REAL PROPERTY." The allocated values may not be indicative of the market values of the groupings or the individual parcels. Does not include values for parcels that will not be Taxable Property in Fiscal Year 2018-19.
(3) Represents the debt lien of $25,000,000 outstanding principal amount of Series 2013 Bonds and the $26,685,000 outstanding principal amount of the Series 2016 Bonds as of March 2, 2018, plus the $21,000,000* principal amount of Series 2018 Bonds. Allocated based on the projected Fiscal Year 2018-19 Special Tax levy and not the Maximum Special Tax. Includes direct and overlapping tax and assessment debt as reported by California Municipal Statistics, Inc. See "–Direct and Overlapping Bonded Indebtedness." Does not include any overlapping general fund debt or PACE liens on properties within the District. As of Fiscal Year 2017-18, there were 11 homes with PACE liens within the District. Does not account for anticipated bond call that will occur on September 1, 2018 as a result of prepayments of the Special Tax.
(4) Includes one parcel planned for development of 10 affordable cluster units.
(5) Includes two units owned by the City which are subject to the Special Tax but have no assessed value.
* Preliminary, subject to change.
Sources: Yolo County Auditor-Controller's Office, Integra Realty Resources, Inc., and Goodwin Consulting Group, Inc.

Table 9 sets forth the top 10 taxpayers, including development status of Taxable Parcels in the District based on the projected Fiscal Year 2018-19 tax levy.

Table 9
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Top 10 Taxpayers including Development Status
Based on Projected Fiscal Year 2018-19 Tax Levy[1]

Property Owner	Development Status[2]	Number of Taxable Parcels	Expected Number of Single Family Units	Combined Value	Fiscal Year 2018-19 Projected Maximum Special Tax	Fiscal Year 2018-19 Projected Special Tax Levy	Fiscal Year 2018-19 Share of Special Tax Levy	Total Debt Lien[4]	Average Value to Lien
Lennar Homes of California, Inc.	Developed, Appraised Parcels	65	65	$22,406,500	$121,261	$121,261	2.73%	$2,004,249	11.18
	Developed, with improvement value	2	2	669,557	4,090	4,090	0.09	72,044	9.29
	Partially Developed, Appraised Parcels	1	103	14,891,225	258,222	115,474	2.60	1,926,875	7.73
	Small lot tentative map, in a final map	14	14	1,877,050	25,862	8,739	0.20	147,109	12.76
	Small lot tentative map, not in a final map	2	401	60,103,625	913,805	308,786	6.94	5,098,187	11.79
	SUBTOTAL	84	585	99,947,957	1,323,240	558,350	12.55	9,248,464	10.81
Taylor Morrison of California, Inc.[5]	Developed, with improvement value	1	1	223,895	1,847	1,847	0.04	31,926	7.01
	Small lot tentative map, not in a final map	2	298	42,819,800	674,518	227,928	5.12	3,744,544	11.44
	SUBTOTAL	3	299	43,043,695	676,365	229,775	5.17	3,776,470	11.40
Meritage Homes of California, Inc.	Developed, Appraised Parcels	34	34	17,952,000	85,238	85,238	1.92	1,409,659	12.73
	Developed, with improvement value	2	2	992,832	5,014	5,014	0.11	89,650	11.07
	SUBTOTAL	36	36	18,944,832	90,252	90,252	2.03	1,499,309	12.64
KB Home Sacto, Inc.	Small lot tentative map, not in a final map	1	112	15,251,600	230,645	77,938	1.75	1,294,484	11.78
DR Horton (5)	Small lot tentative map, not in a final map	1	77	10,202,500	142,240	48,065	1.08	794,138	12.85
Pioneer-Woodland, LLC	Small lot tentative map, not in a final map	1	46	3,950,000	101,600	34,332	0.77	605,667	6.52
Western Pacific Housing, Inc.	Developed, Appraised Parcels	8	8	4,065,000	17,549	17,549	0.39	293,649	13.84
	Developed, with improvement value	6	6	1,388,938	11,875	11,875	0.27	204,844	6.78
	SUBTOTAL	14	14	5,453,938	29,424	29,424	0.66	498,493	10.94
Individual Homeowner	Developed, with improvement value	2	2	1,074,850	5,113	5,113	0.11	91,906	11.70
	Small lot tentative map, in a final map	7	7	1,085,000	18,242	6,164	0.14	105,559	10.28
	SUBTOTAL	9	9	2,159,850	23,355	11,277	0.25	197,464	10.94
Heritage Park Development, LLC	Small lot tentative map, in a final map	9	9	1,395,000	22,563	7,624	0.17	131,147	10.64
England Trust	Developed, with improvement value	3	3	1,257,835	6,729	6,729	0.15	119,740	10.50
SUBTOTAL – TOP TEN TAXPAYERS		161	1,190	201,607,207	2,646,413	1,093,766	24.59	18,165,377	11.10
All Others[6][7]		1,570	1,579	627,874,406	3,419,080	3,354,589	75.41	59,528,341	10.55
TOTAL		1,731	2,769	$829,481,613	$6,065,493	$4,448,355	100.00%	$77,693,718	10.68
Future BUA Release Property[8]		45.6 acres							
Property Outside District and Within the Spring Lake Specific Plan Area[9]		24.6 acres							

Footnotes on following page.

Table 9B footnotes.

(1) The projected Fiscal Year 2018-19 Special Tax levy is based on the status of development as of December 31, 2017, and assumes no further development. Does not include capitalized interest that will be available to reduce the Fiscal Year 2018-19 Special Tax levy on Small Lot Tentative Map Property. Excludes 70 parcels that have prepaid the special tax prior to July 1, 2018, two of which prepaid after the date of the Appraisal. Excludes 22.39 acres of Multi-Family Property that may become exempt from the special tax in the future.

(2) Developed Property includes properties for which the City issued building permits prior to January 1, 2018.

(3) Includes appraised values of parcels that were appraised and the Fiscal Year 2017-18 assessed values for parcels that were not appraised. Appraised values were allocated to individual parcels as shown in the Appraisal. See Appendix C–"Appraisal of Real Property." The allocated values may not be indicative of the market values of the groupings or the individual parcels. Does not include values for parcels that will not be Taxable Property in Fiscal Year 2018-19.

(4) Represents the debt lien of $25,000,000 outstanding principal amount of Series 2013 Bonds and the $26,685,000 outstanding principal amount of the Series 2016 Bonds as of March 2, 2018, plus $21,000,000* principal amount of Series 2018 Bonds. Allocated based on the projected Fiscal Year 2018-19 Special Tax levy and not the Maximum Special Tax. Includes direct and overlapping tax and assessment debt as reported by California Municipal Statistics, Inc. See "–Direct and Overlapping Bonded Indebtedness." Does not include any overlapping general fund debt or PACE liens on properties within the District. As of Fiscal Year 2017-18, there were 11 homes with PACE liens with the District. Does not account for anticipated bond call that will occur on September 1, 2018 as a result of prepayments of the Special Tax.

(5) Includes properties currently owned by Woodland Spring Lake Partners, LP that are projected to be sold before the start of Fiscal Year 2018-19.

(6) Includes 1,533 parcels of Developed Property that are single family parcels. The remaining 39 parcels are Small Lot Tentative Map Property, including 38 single family parcels and one parcel expected to be developed with 10 Affordable Cluster Units.

(7) Does not include parcels which have prepaid their Special Tax obligation as of July 1, 2018.

(8) Estimated acres of areas within the District boundaries that will become taxable if BUAs are issued.

(9) Estimated acres of areas outside the District boundaries that are within the Spring Lake Specific Plan Area. These properties will become taxable if annexed to the District and BUAs are issued. Does not include areas in the Master Plan Remainder Area. See "THE SPRING LAKE SPECIFIC PLAN AREA–General" for a description of the Master Plan Remainder Area.

* Preliminary, subject to change.

Sources: Yolo County Auditor-Controller's Office, Integra Realty Resources, Inc., California Municipal Statistics, Inc., and Goodwin Consulting Group, Inc.

Secured Property Tax Levies, Collections and Delinquencies

Historically, delinquencies for each property tax installment period are higher immediately following the respective installment payment due date. Late payments received after the respective due date reduce the outstanding delinquencies for each installment period.

Table 10 summarizes of payment history for taxes levied in the District on Taxable Property for the past 10 Fiscal Years and as of July 8, 2018.

Table 10
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Historical Delinquency Information

	As of Fiscal Year End			As of July 8, 2018		
Fiscal Year	Number of Taxable Parcels Delinquent	Amount Delinquent	% Delinquent	Number of Taxable Parcels Delinquent	Amount Delinquent	Percentage Delinquent
2006-07	6	$10,094	0.41%	0	$0	0.00%
2007-08	79	286,153	11.77	0	0	0.00
2008-09	43	62,771	2.58	0	0	0.00
2009-10	13	18,022	0.75	0	0	0.00
2010-11	14	20,121	0.83	0	0	0.00
2011-12	13	17,774	0.74	0	0	0.00
2012-13	14	18,459	0.77	0	0	0.00
2013-14	8	9,323	0.36	0	0	0.00
2014-15	4	5,801	0.24	1	2,072	0.09
2015-16	3	5,409	0.19	1	2,114	0.09
2016-17	5	8,053	0.26	0	0	0.00
2017-18	N/A	N/A	N/A	7	9,702	0.29

Sources: Yolo County Auditor-Controller's Office and Goodwin Consulting Group, Inc.

(Remainder of this Page Intentionally Left Blank)

Direct and Overlapping Bonded Indebtedness

Set forth in Table 11 below is the Statement of Direct and Overlapping Bonded Indebtedness for the District based upon assessed value for Fiscal Year 2017-18. Therefore, the following table *does not* include the assessed value of any property that received a BUA after January 1, 2017 or any PACE liens. Based upon a review by the Special Tax Administrator as of April 1, 2018, there were 11 parcels within the District with PACE liens.

Table 11
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Statement of Direct and Overlapping Bonded Indebtedness

2017-18 Local Secured Assessed Valuation: $649,835,702 (Land and Improvements)

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 5/1/18
Yuba Joint Community College District General Obligation Bonds	2.154%	$ 3,528,163
Woodland Joint Unified School District General Obligation Bonds	8.678	1,519,499
City of Woodland Community Facilities District No. 2004-1	**100.**	**51,690,000**(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$56,737,662
OVERLAPPING GENERAL FUND DEBT:		
Yolo County Certificates of Participation	2.500%	$1,050,065
Yolo County Office of Education Certificates of Participation	2.500	141,652
Yuba Joint Community College District Certificates of Participation	2.154	281,202
Woodland Joint Unified School District Certificates of Participation	8.678	906,840
City of Woodland General Fund Obligations	11.330	1,232,863
TOTAL OVERLAPPING GENERAL FUND DEBT		$3,612,622
COMBINED TOTAL DEBT		$60,350,284(2)

(1) Excludes Mello-Roos Act bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2017-18 Assessed Valuation:
Direct Debt ($51,690,000) 7.95%
Total Direct and Overlapping Tax and Assessment Debt 8.73%
Combined Total Debt...9.29%

Source: California Municipal Statistics, Inc.

Lighting and Landscaping District. A lighting and landscaping district was formed in 2005 to provide for the continued maintenance, administration and operation of various landscape and lighting improvements within the District. Maximum annual assessments for this district range from $1,375 to $525 for single-family residences and multi-family residences, respectively, and these base amounts also increase annually by an inflation factor equal to the Engineering News Record Common Labor Cost Index rate.

Maintenance Community Facilities District. A maintenance community facilities district was formed in 2005 to provide for continued maintenance and administration of the 40-acre sports park, which was a requirement of the Spring Lake Specific Plan. Maximum annual assessments for that district range from $180 to $150 for single-family residences and multi-family residences, respectively, and also increase by an annual inflation factor equal to the Engineering News Record Common Labor Cost Index rate.

Table 12 summarizes a sample tax bill for single-family units of improved Taxable Property within the District in accordance with the Special Tax Formula for Fiscal Year 2017-18.

To provide an indication of the tax burden on individual homeowners in the District the actual Fiscal Year 2017-18 tax bill for a parcel of Taxable Property with an assessed value closest to the median assessed value for individually-owned Residential Property is summarized below.

Table 12
City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Sample Tax Bill Information for Fiscal Year 2017-18

		Land Use Designation			
Assumptions		**R-3**	**R-4**	**R-5**	**R-8**
Total Assessed Value[(1)]		$578,000	$510,000	$393,000	$321,000
Homeowner's Exemption		(7,000)	(7,000)	(7,000)	(7,000)
Net Assessed Value		**$571,000**	**$503,000**	**$386,000**	**$314,000**
Ad Valorem Taxes	**Applied Percentage[(2)]**	**Amount**	**Amount**	**Amount**	**Amount**
Countywide 1%	1.0000%	$5,710	$5,030	$3,860	$3,140
Woodland JUSD 2000 Bond	0.0343	196	173	132	108
Yuba CCD 2006 Bond A	0.0068	39	34	26	21
Yuba CCD 2006 Bond B	0.0117	67	59	45	37
Yuba CCD 2006 Bond C	0.0068	39	34	26	21
Total Ad Valorem Taxes	**1.0596%**	**$6,051**	**$5,330**	**$4,090**	**$3,327**
Direct Charges		**Amount**	**Amount**	**Amount**	**Amount**
Woodland CFD No. 2004-1 (Spring Lake)[(3)]		$2,555	$2,458	$2,199	$1,811
All Other Direct Charges[(4)]		955	882	838	772
Total Direct Charges		**$3,510**	**$3,340**	**$3,037**	**$2,583**
Total Taxes and Direct Charges		**$9,561**	**$8,670**	**$7,128**	**$5,911**
Percentage of Total Assessed Value		**1.65%**	**1.70%**	**1.81%**	**1.84%**

(1) Represents the average Fiscal Year 2017-18 assessed value of single family properties with improvement values for each land use designation.
(2) Fiscal Year 2017-18 *Ad Valorem* Tax Rates.
(3) Equals the Maximum Special Tax rate for each land use designation for Fiscal Year 2017-18.
(4) Represents the Fiscal Year 2017-18 total direct charge amount, excluding the Woodland CFD No. 2004-1 Special Tax, for a sample parcel. Does not include any PACE assessments. As of Fiscal Year 2017-18, there were 11 homes with PACE liens within the CFD.

Sources: Yolo County Auditor-Controller's Office and Goodwin Consulting Group, Inc.

Special Tax Administration

Goodwin Consulting Group, Inc., Sacramento, California, has been retained by the City to assist the City's Finance Department in the administration of the Special Tax calculations for the District. Goodwin Consulting Group, Inc. provides special assessment district and community facilities district administration services for numerous California government entities.

LEGAL MATTERS

General

The validity of the Series 2018 Bonds and certain other legal matters are subject to the approving legal opinion of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, Sacramento, California, Bond Counsel. A copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX G hereto, and the final opinion will be made available to the owners of the Series 2018 Bonds at the time of delivery. Bond Counsel has not undertaken any responsibility for the accuracy, completeness or fairness of this Official Statement.

Certain legal matters will be passed upon for the City by Best, Best & Krieger, LLP, Sacramento, California, City Attorney and by Schiff Hardin LLP, San Francisco, California, Disclosure Counsel to the City and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California.

The fees of Bond Counsel, Disclosure Counsel and Underwriter's Counsel are contingent upon the issuance of the Series 2018 Bonds.

Litigation Related to Affordable Housing

In spring 2017, two actions (*Harris v. City of Woodland*, *Respondent, Taylor Morrison of California, LLC and R&B 77, LLC*, *Real Part[ies] in Interest*, Case No. CV PT 18-594 ("*Harris I*"); and *Harris v. City of Woodland*, Case No. CV PT 18-731 ("*Harris II*")) were filed challenging certain actions taken by the City in connection with the Housing Element, Affordable Housing Plan of the Spring Lake Specific Plan.

In *Harris I*, the Petitioner sought a writ of mandate to void inclusionary housing agreements that required the payment of affordable housing in-lieu fees. These agreements implemented the Development Agreements. The Petitioner also sought to have the Superior Court order the City to establish implementation processes and procedures for the Spring Lake Central Project, Spring Lake Central Specific Plan, Spring Lake Central Specific Plan Affordable Housing Plan, and for the voter approved Urban Limit Line Act that was approved by the voters of the City on June 6, 2006 (the "ULLA"). The City and the Real Parties filed a joint demurrer on the primary grounds that the Petitioner's challenge was untimely as it effectively challenged the Development Agreements that were approved in 2015. The matter was heard in the Superior Court on June 21, 2018. After considering oral arguments, the Superior Court upheld its tentative ruling, which sustained the demurrer with leave to amend. It is unknown if the Petitioner will file an amended writ of mandate.

In *Harris II*, the Petitioner sought a writ of mandate to compel the City to amend its inclusionary housing ordinance based upon the California Government Code and the ULLA. The City filed a demurrer on the primary grounds that the Petitioner's challenge failed to state a cause of action and requested relief for which a writ of mandate cannot issue. The matter was heard in the Superior Court on June 28,

2018. After completing oral arguments, the Superior Court upheld its tentative ruling, which sustained the demurrer with leave to amend. It is unknown if the Petitioner will file an amended writ of mandate.

The City does not believe that the eventual disposition of either case will have a material adverse effect on the collection of the Special Tax or the ability to proceed with development within the District.

TAX MATTERS

In the opinion of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, Sacramento, California, Bond Counsel, based upon the analysis of existing statutes, regulations, ruling and court decisions, and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, the interest on the Series 2018 Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. Bond Counsel is also of the opinion that interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations for taxable years that began prior to January 1, 2018. A complete copy of the proposed form of Opinion of Bond Counsel is set forth in Appendix G.

The Internal Revenue Code of 1986, as amended, (the "Code") imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2018 Bonds. The City has covenanted to comply with certain restrictions designed to assure that interest on the Series 2018 Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Series 2018 Bonds being included in federal gross income, possibly from the date of issuance of the Series 2018 Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after that date of issuance of the Series 2018 Bonds may adversely affect the tax status of interest on the Series 2018 Bonds.

Although Bond Counsel expects to render an opinion that interest on the Series 2018 Bonds is excludable from gross income for federal income tax purposes and exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2018 Bonds may otherwise affect a Beneficial Owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

In addition, no assurance can be given that any future legislation, including amendments to the Code, if enacted into law, or changes in interpretation of the Code, will not cause interest on the Series 2018 Bonds to be subject, directly or indirectly, to federal and/or state income taxation, or otherwise prevent beneficial owners of the Series 2018 Bonds from realizing the full current benefit of the tax status of such interest. Prospective purchasers of the Series 2018 Bonds should consult their own tax advisers regarding any pending or proposed federal tax legislation. Further, no assurance can be given that the introduction or enactment of any such future legislation, or any action of the Internal Revenue Service ("IRS"), including but not limited to regulation, ruling, or selection of the Series 2018 Bonds for audit examination, or the course or result of any IRS examination of the Series 2018 Bonds, or obligations that present similar tax issues, will not affect the market price or liquidity of the Series 2018 Bonds.

ABSENCE OF MATERIAL LITIGATION

At the time of delivery of and payment for the Series 2018 Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or regulatory agency, public board or body pending or threatened against the City affecting its existence, or the titles of its officers, or seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2018 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or levy of the Special Tax to pay the principal of and interest on the Series 2018 Bonds, or in any way contesting or affecting the validity or enforceability of the Series 2018 Bonds, the Fiscal Agent Agreement, the Bond Purchase Contract entered into between the City and the Underwriter, or any other applicable agreements or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Series 2018 Bonds or any action of the City contemplated by any of said documents, nor, to the knowledge of the City, is there any basis therefor.

NO RATING

The City has not made and does not contemplate making an application to any rating agency for the assignment of a rating to the Series 2018 Bonds. There can be no guarantee that there will be a secondary market for the Series 2018 Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

MUNICIPAL ADVISOR

Del Rio Advisors, LLC, Modesto, California, has served as Municipal Advisor to the City with respect to the sale of the Series 2018 Bonds. The Municipal Advisor has assisted the City in the review of this Official Statement and in other matters relating to the planning, structuring, execution and delivery of the Series 2018 Bonds. The Municipal Advisor has not independently verified any of the data prepared by others and assumes no responsibility for the accuracy or completeness of any of the information contained herein.

The Municipal Advisor provides municipal advisory services only and does not engage in the underwriting, marketing, or trading of municipal securities or other negotiable instruments. The Municipal Advisor will receive compensation from the City contingent upon the sale and delivery of the Series 2018 Bonds.

UNDERWRITING

The Series 2018 Bonds are being purchased by Piper Jaffray & Co. (the "Underwriter"). The Underwriter has agreed, subject to certain conditions precedent, to purchase the Series 2018 Bonds from the City pursuant to the terms and condition of a bond purchase contract between the City and the Underwriter at a purchase price equal to $_______, which represents the principal amount of the Series 2018 Bonds, [plus a net original issue premium / less a net original issue discount] in the amount of $________, less an Underwriter's discount in the amount of $________. The Bond Purchase Agreement relating to the Series 2018 Bonds provides that the Underwriter will purchase all of the Series 2018 Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in said bond purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Series 2018 Bonds may be offered and sold to certain dealers and others at prices lower than the offering prices stated on the inside cover hereof. The offering prices may be changed from time to time.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Owners to provide certain financial information and operating data relating to the Series 2018 Bonds by not later seven months following the end of the City's Fiscal Year (which currently would be June 30) commencing with the report for the 2017-18 Fiscal Year due January 31, 2019 (the "Annual Report"), which will be satisfied by filing this Official Statement and the audited financial statements of the City, and to provide notices of the occurrence of certain significant events. The Annual Report and notices of significant events will be filed by means of the EMMA site maintained by the MSRB. The specific nature of the information to be contained in the Annual Report or the notices of significant events is contained within APPENDIX F–"FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

In the past five years, the City filed its Annual Reports, but did fail on occasion to timely file: (i) certain updated annual operating information for the City, including largest user data for Fiscal Years 2010-11 and 2011-12 and adopted budgets for Fiscal Years 2010-11 through 2012-13; (ii) certain updated annual operating data for the Water System, including, estimated debt service coverage, customer base by type of account, principal users by consumption and revenues, delinquency rates, development fee revenue and adopted budgets for Fiscal Year 2011-12; (iii) aggregate taxable value for the Woodland Redevelopment Project Area for Fiscal Years 2010-11 and 2011-12; and (iv) notices of bond insurer-related rating changes. The City filed all required notices by February 24, 2014 and established procedures, including adding the Trustee as a party for receipt of the Annual Report and notices of significant events, and commencing in Fiscal Year 2013-14, including certain tabular data with respect to the Wastewater and Water Systems in the statistical section of the City's financial statements, that the City believes will be sufficient to ensure timely future compliance with its continuing disclosure undertakings.

Delayed Delivery of City's Audited Financial Statements for Fiscal Years 2012-13 through 2014-15. In spring 2014, the City's contracted auditor for Fiscal Year 2012-13 (the "Former Auditor") completed the field work necessary to deliver the audited financial statements for that Fiscal Year. However, the Former Auditor delivered the audited financial statements in February 2015.

In January 2014, the City Council authorized staff to issue a Request for Proposal to select new independent auditors for the City. The Former Auditor had been the City's auditor for seven years and there had been increasing difficulties in scheduling the annual audits, completing fieldwork, and timely preparing the final report and distribution of audited financial statements. Following receipt of proposals and an interview process, the firm of Davis Farr LLP ("Davis Farr") was selected and awarded a contract in June 2014, commencing with the audit for Fiscal Year 2013-14. Due to the delay in the completion of the Fiscal Year 2012-13 audit by the Former Auditor, Davis Farr was unable to begin work on the Fiscal Year 2013-14 until after February 2015, subsequently resulting in a delay on the Fiscal Year 2014-15 audit.

As of the date of this Official Statement, the City is current in its filings of its audited financials. The table below summarizes the dates on which the audited financial statements were filed for each Fiscal Year.

Summary of Filing Dates for the Audited Financial Statements

Fiscal Year	Date Filed	No. of Days After Filing Deadline
2011-12	October 15, 2013	623
2012-13	February 13, 2015	378
2013-14	January 15, 2016	349
2014-15	August 22, 2016	234
2015-16	January 26, 2017	0

During the previous five Fiscal Years, the operating data for each Fiscal Year was timely filed.

Other Instances of Non-Compliance. The City also failed to timely file the Fiscal Year 2015-16 budgets for its water and wastewater enterprises and notices of Moody's ratings upgrades on insured Redevelopment Agency of the City of Woodland, Woodland Redevelopment Project Tax Allocation Bonds, Series 2007. Remedial filings were made on September 20, 2016.

(Remainder of this Page Intentionally Left Blank)

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the City or the District and the Underwriter of the Series 2018 Bonds. Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of the Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of such documents and reports are available for inspection at the office of the Finance Officer of the City, City of Woodland, City Hall, 300 First Street, Woodland, California 95695.

The execution and delivery of the Official Statement by the City has been duly authorized by the City Council.

CITY OF WOODLAND

By:______________________________________
Paul Navazio
City Manager

APPENDIX A

GENERAL AND ECONOMIC INFORMATION FOR THE CITY OF WOODLAND

The following information concerning the City of Woodland (the "City") and the County of Yolo (the "County") is included only for the purpose of supplying general information. The Series 2018 Bonds are not a debt of the City, the County, or the State of California (the "State") or any of its political subdivisions. The Series 2018 Bonds are payable solely from the Special Tax as described in the Official Statement. See "SECURITY AND SOURCES OF PAYMENT FOR THE 2018 BONDS."

Overview

The City is located in the County approximately 81 miles northeast of San Francisco and approximately 20 miles northwest of Sacramento at the intersection of Interstate 5 and State Route 113. The City has been the seat of government for the County since 1862 and is the industrial and agricultural center of the County. The City encompasses approximately 14.5 square miles near the center of the California's Central Valley. Woodland enjoys a mean temperature of 61.5 degrees and an annual average rainfall of 17.28 inches.

The City has a diversified economic base that has its origins in agriculture. However, due to the proximity of the City to major transportation arteries (Interstate 5 and State Route 113), and major waterways, the City has also become increasingly important as a manufacturing and distribution center of products including, food processing, plastics, farm machinery and mobile homes.

City Government

The City was incorporated in 1871 and operates as a general law city as provided by the Constitution and laws of the State. The City is governed by a five-member City Council, each of whom is elected for four-year terms. Prior to 2016, members of the City Council were elected City-wide. In 2014, a majority of the voters approved Measure U authorizing elections of City Council members by district commencing with the election of City Council members for Districts 2,4, and 5 on November 8, 2016. The transition to district elections will be completed when elections for Districts 1 and 3 are held on November 6, 2018. Council elections are held in even-numbered years, with terms staggered such that two council seats are open for election in one year with the other three seats open for election two years later.

Prior to Measure U, the City Council selected a Mayor every two years following the election and seating of new Councilmembers with the Councilmember who received the greatest number of votes in the most recent general municipal election at which councilmembers are elected is designated as the Mayor Pro Tempore, or Vice Mayor. Effective in 2018, the Mayor, who will continue to be selected by the Councilmembers, will serve a one-year term and the office of will rotate among the Councilmembers annually thereafter.

The City operates on a Council/Manager system of government. The City Council appoints the City Manager, who is responsible for daily administration of City affairs and preparation and submission of the annual budget under the direction of the Mayor and City Council. Members of the Council and key administrative personnel of the City are listed in Table A-1 and Table A-2, respectively:

Table A-1
City of Woodland
City Council Members

Member	Position	Term Expires
Enrique Fernandez, District 4	Mayor	November 2018
Xóchitl Rodriguez, District 5	Mayor Pro Tempore	November 2020
Angel Barajas, At Large†	Member	November 2018
Marlin H. "Skip" Davies, At Large†	Member	November 2020
Tom Stollard, District 2	Member	November 2020

† Elected prior to passage of Measure U.

Table A-2
City of Woodland
Key Administrative Personnel

Member	Position
Enrique Fernandez	Mayor
Paul Navazio	City Manager
Kara K. Ueda	City Attorney
Kimberly Mckinney	Finance Officer
Craig Locke	Interim Public Works Director
Ana B. Gonzalez	City Clerk

The City provides a full range of services delegated to cities under State law. These services include public safety (police and fire), sanitation and environmental health enforcement, recreational and cultural activities, public improvements, planning, zoning and general administrative services. Budgeted City full-time employees number 296 for Fiscal Year 2017-18, all of which were full-time permanent employees. Of the full-time employees, 79 are assigned to the Police Department and 47 to the Fire Department. Fire protection service is provided by the City, which has three stations within its borders.

For Fiscal Year 2018-19, budgeted full-time employees number 203, of which 83 are assigned to the Police Department and 47 are assigned to the Fire Department.

Population

The City is the second most populous in the County. Since 2010, the City's population increased by a total of 4,958 or approximately 8.9%. Between 2014 and 2018, it is estimated that population has grown by 3,642 or an annual average of approximately 1.3%. Table A-3 illustrates the estimated population of the City, the County, and the State for 2010 and as of January 1, 2014 through January 1, 2018.

Table A-3
City, County and State Population Estimates
2010 and 2013 through 2017
(As of January 1)

Year	City	Yolo County	State
2010†	55,468	200,849	37,253,956
2014	56,784	208,961	38,357,121
2015	57,401	211,813	38,907,642
2016	58,615	215,522	39,189,035
2017	59,863	218,673	39,500,973
2018	60,426	221,270	39,809,683

† Decennial Census.
Sources: *U.S. Census Bureau for the decennial census and State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change for January 1, 2013 and 2014 through January 1, 2017 and 2018. Sacramento, California, May 2018.*

(Remainder of this Page Intentionally Left Blank)

Industry and Employment

The following Table A-4 compares estimates of the labor force, civilian employment, and unemployment for City residents, County residents, State residents, and United States residents between 2013 and 2017. For April 2018, the preliminary estimated unemployment rate (not seasonally adjusted) for the City was 5.4%, for the County was 4.0%, for the State was 3.8%, and for the United States was 3.9%.

Table A-4
Estimates of Civilian Labor Force, Employment, and Unemployment
Annual Average for Calendar Years 2013 through 2017†
(Not Seasonally Adjusted)

Year and Area	Labor Force	Employment	Unemployment	Unemployment Rate
2017				
City	31,100	28,400	1,600	5.4%
County	107,000	101,600	5,400	4.0
State	19,312,000	18,393,100	918,900	4.8
United States	160,320,000	153,337,000	6,982,000	4.4
2016				
City	29,800	28,000	1,800	6.1%
County	106,300	100,100	6,100	5.8
State	19,102,700	18,065,000	1,037,700	5.4
United States	159,187,000	151,436,000	7,751,000	4.9
2015				
City	29,400	27,400	2,000	6.8
County	104,700	98,000	6,700	6.4
State	18,981,770	17,798,614	1,183,156	6.2
United States	157,130,000	148,834,000	8,296,000	5.3
2014				
City	28,900	26,600	2,300	8.0
County	102,400	94,700	7,700	7.5
State	18,811,400	17,397,100	1,414,300	7.5
United States	155,922,000	146,305,000	9,617,000	6.2
2013				
City	28,800	26,000	2,700	9.5
County	101,800	92,700	9,200	9.0
State	18,671,600	17,002,900	1,668,700	8.9
United States	155,389,000	143,929,000	11,460,000	7.4

Sources: United States Department of Labor, Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey; State of California, Employment Development Department, State Employment Development Department, Labor Market Information Division.

Research and Technology Park Specific Plan. In June 2017, the City Council adopted a Research and Technology Park Specific Plan to develop an approximately 350-acre mixed use, state-of-the-art innovation center campus for high-technology offices, research and development, hotel, retail and recreational uses, residential, and parks and open space. This Specific Plan area, located in the southern part of the City, approximately seven miles from the City of Davis, is designed, to, among other things, (i) accommodate advanced technology-related jobs and training that allow a greater number of City residents and college graduates from the Woodland Community College to live and work in the community; (ii) collaborate with UC Davis, Woodland Community College, and others to capture technology transfer to startup businesses and growing mid-to-large size companies, reducing the loss of intellectual capital and revenue through regional out-migration; (iii) create and support the seed, food, and agricultural-based industry currently doing business in and around the City; and (iv) contribute to meeting City goals for greenhouse gas reduction by 2035 contained in its 2035 CAP. For a description of the 2035 CAP, see "CERTAIN RISKS TO BONDOWNERS AND INVESTMENT CONSIDERATIONS–Climate Change."

The City has begun the process of preparing an Environmental Impact Report (an "EIR"). Timing of development will depend on a number of factors, in particular market conditions and the feasible rate at which new development can be absorbed in the City. The Specific Plan, EIR, and annexation processes are anticipated to be complete in spring 2019. Development can commence following completion of those processes.

Principal Employers

Table A-5 represents the principal public and private employers in the City.

Table A-5
City of Woodland
Ten Largest Employers
As of June 30, 2017

Public Entity	Product/Service	Estimated Number of Employees	% Total City Employment
Yolo County	County Government	1,411	4.99%
Dayton Hudson (Target)	Discount Store Retailer	1,337	4.72
Woodland Joint Unified School District	School District	1,145	4.05
Target Distribution Center	Distribution Services	800	2.83
Woodland Healthcare	Hospitals	725	2.56
Raley's/Bel Air	Grocery Store	600	2.12
Rite Aid Distribution Center	Warehouses-Private and Public	500	1.77
Nugget Markets/Food 4 Less	Discount Grocery Store	350	1.24
Walgreens	Pharmacies	300	1.06
City of Woodland	City Government	289	1.02
Subtotal		7,457	26.37%

Source: City of Woodland, Community Development Department.

Construction Activity

The following tables provide a summary of residential building permit valuations and nonresidential building permit valuations, and the total number of all building permit valuations in the City during the past five calendar years.

Table A-6
City of Woodland
Building Permit Valuation
Calendar Years 2013 through 2017†
($ in Thousands)

	2013	2014	2015	2016	2017
New Single-Family	$26,808.5	$39,854.2	$46,381.2	$80,090.8	$36,774.4
New Multi-Family	6,525.4	0.0	0.0	0.0	8,260.4
Res. Alterations/Additions	2,874.9	3,287.1	3,544.8	4,086.1	3,119.7
TOTAL RESIDENTIAL	36,208.8	43,141.3	49,926.0	84,176.9	48,154.5
New Commercial	7,625.5	2,363.0	11,249.7	6,648.7	18,347.3
New Industrial	1,286.2	2,425.5	410.5	1,214.1	1,609.3
New Other	4,559.6	1,192.6	3,712.9	1,927.6	2,302.1
Com Alterations/Additions	8,700.9	6,987.1	6,637.0	5,607.2	10,465.6
TOTAL NONRESIDENTIAL	$22,172.2	$12,968.2	$22,010.2	$15,397.0	$32,724.3
New Dwelling Units					
Single-Family	98	128	153	271	130
Multi-Family	62	0	0	0	2
TOTAL	161	128	153	271	132

† The most recent annual data available.
Sources: Construction Industry Research Board, Building Permit Summary for Calendar Years 2013 through 2017.

(Remainder of this Page Intentionally Left Blank)

Agriculture

The City's economic base includes manufacturing, warehousing, retail, and agriculture. Table A-7 lists the top leading agricultural crops within the County for the past five calendar years.

Table A-7
County of Yolo
Ten Leading Crops for Calendar Years 2012 through 2016†
($ in 000's)

	2012	2013	2014	2015	2016†
Processing Tomatoes	$111,567	$107,881	$151,714	$139,135	$121,513
Almonds (Meats)	41,412	69,361	107,409	89,300	99,234
Wine Grapes (All)	66,293	69,493	68,960	70,462	81,264
Organic Production (All)	40,162	60,112	52,383	51,173	58,863
Rice(1)	60,012	62,738	69,202	36,000	43,016
Sunflower Seed	23,218	27,997	28,291	36,059	34,354
Walnuts	49,284	62,669	70,083	36,782	34,176
Hay, Alfalfa	51,446	52,657	55,246	35,078	23,290
Nursery (All)(2)	(3)	(3)	(3)	13,277	18,303
Cattle and Calves	(3)	(3)	20,327	20,610	15,730
Wheat	20,435	19,816	(3)	(3)	(3)
Field Corn	29,796	23,461	(3)	(3)	(3)
TOTAL TEN LEADING CROPS	493,625	556,185	637,298	527,876	529,743
Other Crops	145,593	165,451	159,665	136,862	132,649
TOTAL	$639,218	$721,636	$796,963	$664,738(4)	$662,392
Percent 10 Leading Crops of Total Production	77.2%	77.1%	79.9%	79.4%	79.9%

† The most recent annual data available.
(1) Includes seed. Values include federal Rice Payments.
(2) Includes bareroot, benchcraft, budwood, container stock, cuttings, organic transplants, transplants, and trees.
(3) Not among the 10 leading crops for this calendar year.
(4) Corrected gross value.
Source: Yolo County Department of Agriculture.

Personal Income

The United State Department of Commerce, Bureau of Economic Analysis (the "BEA") produces economic accounts statistics that enable government and business decision-makers, researchers, and the public to follow and understand the performance of the national economy.

The BEA defines "personal income" as income received by persons from all sources, including income received from participation in production as well as from government and business transfer payments. Personal income represents the sum of compensation of employees (received), supplements to wages and salaries, proprietors' income with inventory valuation adjustment (IVA) and capital consumption adjustment (CCAdj), rental income of persons with CCAdj, personal income receipts on assets, and personal current transfer receipts, less contributions for government social insurance. Per capita personal income is calculated as the personal income divided by the resident population based upon the Census Bureau's annual midyear population estimates.

Table A-8 below presents the latest available total personal income and per capita buying income for the County, the State, and the nation for the calendar years 2012 through 2016 (the most recent year for which annual data is available).

Table A-8
County of Yolo
Personal Income
2012-2016(1)

Year and Area	Total Personal Income (millions of dollars)	Per Capita Personal Income (dollars)(1)
2016(2)		
County	$10,759	$49,854
State	2,212,691	56,374
United States	15,912,777	49,246
2015		
County	10,376	49,893
State	2,133,664	54,718
United States	15,547,611	48,451
2014		
County	9,802	46,958
State	1,986,026	51,344
United States	14,811,388	46,464
2013		
County	9,221	44,615
State	1,861,957	48,570
United States	14,068,960	44,493
2012		
County	8,929	43,573
State	1,838,567	48,369
United States	13,904,485	44,282

(1) Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2010-2016 reflect county population estimates available as of March 2017.
(2) The most recent annual data available.
Source: U.S. Department of Commerce, Bureau of Economic Analysis, Regional Economic Information System, March 28, 2017. Last updated November 16, 2017, new estimates for 2016; revised estimates for 2010-2015.

Transportation

The County has a well-developed transportation network which includes road, rail, and shipping services. Interstate 80, a transcontinental highway linking San Francisco with points east is nine miles to the south of Woodland via State Route 113. Interstate 5, a transcontinental North-South route, and State Routes 113 and 16 intersect in the City.

Southern Pacific/Union Pacific railroad crosses the County with its main line generally paralleling Interstate 80, with trunk lines running into adjoining counties. Union Pacific has connecting track from Sacramento to Woodland. Freight transportation is also provided by several intra-state and transcontinental trucking firms. Waterborne facilities are available through the Sacramento-Yolo Port District immediately to the south of the City. Ships can reach Sacramento from San Francisco Bay in less than eight hours.

The Sacramento Metropolitan Airport is located approximately 12 miles south of the City and is served by most major carriers as well as commuter carriers. Service is available to all principal cities on the West Coast as well as direct flights to other major cities in the United States.

Education and Community Services

Education. Public school education is provided by the Woodland Joint Unified School District's three infant-toddler programs, eight pre-schools, 12 elementary schools (kindergarten through grade 8), two middle schools (grades 7 and 8), two senior high schools (grades 9 through 12), one continuation high school and one adult school. In addition, there are schools maintained by the County Superintendent of Schools for handicapped, Juvenile Court and occupational and vocational training students. There are also four religious schools offering elementary and secondary education.

Woodland Community College, a two year college within the Yuba Community College District, has a campus for 1,200 full-time and 1,800 part-time students within the City. It features a well-regarded Vocational Nursing Program along with strong agri-business and business departments.

The University of California, Davis ("UC Davis") is located 10 miles to the south via State Route 113 on the Solano-Yolo County line in the northeast corner of Solano County. UC Davis is well known for its agricultural research. Originally a university farm, the campus developed into a four-year agricultural college in the 1920's and has since expanded into other fields, including engineering, law, medicine and veterinary medicine. The current enrollment at UC Davis is over 30,000 students.

Community Services. Cultural facilities in the City and surrounding area include the Woodland Opera House, the Sacramento Community Center, the Sacramento Music Circus and the Mondovi Center on the University of California, Davis campus. The Carnegie City Library has space for approximately 100,000 volumes.

Local newspaper coverage is provided by the *Daily Democrat* which is published seven times a week. Financial institutions located in the City include eight banks and four savings and loans.

The Community Services Department of the City (formerly the Park & Recreation Department) maintains more than 187 acres of recreational parks athletic fields and open spaces; including approximately 30 parks, the approximately 40,000 square foot Community Center, Senior Center and Sports Complex (the "Community Center").

The Community Center and consists of an approximately 40,000 square foot building on an approximately 44 acre site, that includes a gymnasium, professional kitchen, banquet facilities, a regulation lighted synthetic softball field and a synthetic soccer field. The Community Center includes an approximately 2,200 square foot youth center, featuring a media room and computer center, and an approximately 4,500 square foot senior center, that features social and recreational programs, as well as health, wellness and supportive services for seniors in the community, including the meals on wheels program and federal commodities distribution. The City's Community Services Department offices are also located in this facility.

The approximately 460 acres of parkland offers a variety of recreational facilities which include a senior citizens center, a youth center, a gymnasium, two public swimming pools, athletic fields, and a facility for large meetings and activities.

The City is served by Woodland Memorial Hospital, a 108-bed general acute care hospital which is part of the Woodland Healthcare network, an affiliate of Dignity Health, which also includes the Woodland Clinic Medical Group and Woodland Healthcare-Davis and provides health services to Woodland, Davis, and other proximate communities.

Property Taxation

Ad Valorem Property Taxes. City property taxes are assessed and collected by the County of Yolo (the "County") at the same time and on the same rolls as are County, school and special district property taxes. The County is permitted under State law to pass on costs for certain services provided to local government agencies including the collection of property taxes. The County imposed a fee on the City of approximately ***[1.5%]*** of taxes collected for tax collection services provided in Fiscal Year 2017-18.

Assessed Valuations. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, nonprofit hospitals and charitable institutions.

Future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenue from growth in tax bases to such entities may be affected by the establishment of redevelopment agencies which, under certain circumstances, may be entitled to revenues resulting from the increase in certain property values.

The passage of Assembly Bill 454 in 1987 changed the manner in which unitary and operating nonunitary property is assessed by the State Board of Equalization. The legislation deleted the formula for the allocation of assessed value attributed to such property and imposed a State-mandated local program requiring the assignment of the assessment value of all unitary and operating non-unitary property in each county of each State assessee other than a regulated railway company. The legislation established formulas for the computation of applicable county-wide rates for such property and for the allocation of property tax revenues attributable to such property among taxing jurisdictions in the county beginning in Fiscal Year 1988-89. This legislation requires each County to issue each State assessee, other than a regulated railway company, a single tax bill for all unitary and operating nonunitary property.

Table A-9 represents a five-year history of assessed valuations in the City:

Table A-9
City of Woodland
Assessed Valuations
($ in $000's)

Fiscal Year	Total Local Secured and Unsecured†	% Change
2012-13	4,251,007	(1.3%)
2013-14	4,330,894	1.9
2014-15	4,741,038	9.5
2015-16	5,064,767	6.8
2016-17	5,319,026	5.0
2017-18	5,670,053	6.2

† The City does not impose any utility taxes.
Source: Yolo County Assessor's and Auditor's Office.

Principal Property Taxpayers

A summary of the City's Fiscal Year 2016-17 largest secured taxpayers is presented in Table A-10 below:

Table A-10
City of Woodland
Top Ten Taxpayers
Fiscal Year 2016-17

Tax Payer	Type of Business	2016-17 Assessed Valuation	% Total Assessed Valuation
Dayton Hudson Corp.	Distribution Facility	$207,895,938	3.91%
Walgreen Company	Distribution Facility	107,788,595	2.03
Pacific Coast Producers	Canned Food Producer	56,635,888	1.06
Tao Logistics LLC	Logistics Company	50,977,587	0.96
Payless Drug Stores Northwest	Pharmacy	32,701,475	0.61
Costco Wholesale	Wholesale Distributor	32,300,259	0.61
Woodland Development Co.	Development Company	31,458,903	0.59
Target Corporation	Retail	28,865,373	0.54
Autumn Run Investors	Investment	28,859,832	0.54
Generation Industrial II LLC	Aerospace and Industrial Power	23,500,000	0.44
TOTAL		$600,983,850	11.30
All Others		4,718,041,998	88.70
TOTAL ASSESSED VALUE		$5,319,025,848	100.00%

Source: Yolo County Assessor's Office.

APPENDIX B

RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAX

APPENDIX C

APPRAISAL OF REAL PROPERTY

APPENDIX D

ABSORPTION STUDY

APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

The following is a summary of selected provisions of the Fiscal Agent Agreement that are not described elsewhere in this Official Statement. This summary does not purport to be comprehensive and reference should be made to the Fiscal Agent Agreement for a full and complete statement of its provisions. All capitalized terms not defined in this Official Statement have the meanings set forth in the Fiscal Agent.

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), is executed and delivered by the City of Woodland (the "City"), in connection with the execution and delivery by the City of $__,___,000 principal amount City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Series 2018 Bonds"). The Series 2018 Bonds are being issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 5, Division 2 Title 1 of the Government Code of the State of California and a Fiscal Agent Agreement dated October 1, 2013, as amended and supplemented by a First Supplemental Fiscal Agent Agreement dated November 1, 2016, and a Second Supplemental Fiscal Agent Agreement dated June 1, 2018 (collectively, the "Fiscal Agent Agreement") each by and between the City and U.S. Bank National Association, as Fiscal Agent. The Series 2018 Bonds are secured by the Special Tax as described in the Fiscal Agent Agreement. The City covenants and agrees as follows:

<u>SECTION 1</u>. <u>Purpose of the Disclosure Certificate</u>. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners of the Series 2018 Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

<u>SECTION 2</u>. <u>Definitions</u>. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Disclosure Report" shall mean any Annual Disclosure Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Disclosure Representative" shall mean the Finance Officer of the City or such other official as may be designated in writing to the Dissemination Agent (if other than the City) from time to time.

District" shall mean the City of Woodland Community Facilities District No. 2004-1 (Spring Lake).

"Dissemination Agent" shall mean initially Goodwin Consulting Group, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the City written evidence of such designation.

"*EMMA"* means the Electronic Municipal Marketplace Access site maintained by the MSRB, currently located at http://emma.msrb.org.

*"Filing Date" s*hall mean no later than seven months following the end of each Fiscal Year of the City (or the next succeeding business day if such day is not a business day), commencing with the filing for Fiscal Year 2016-17 due January 31, 2019, which will be satisfied by filing the Official Statement and the audited financial statements of the City.

"Fiscal Year" shall mean with respect to the City, the period beginning on July 1 of each year and ending on the next succeeding June 30, or any 12-month or 52-week period thereafter selected by the City with notice of such selection of change in fiscal year to be provided as set forth in Section 3(a).

"Holders" shall mean either the registered owners of the Series 2018 Bonds, or, if the Series 2018 Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in its depository.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the Official Statement dated _______, 2018 relating to the Series 2018 Bonds.

"Participating Underwriter" shall mean the Piper Jaffray & Co., the original underwriter of the Series 2018 Bonds required to comply with the Rule in connection with offering of the Series 2018 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Significant Event" shall mean any of the events listed in Section 5(a) or Section 5(b) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

SECTION 3. Provision of Annual Disclosure Reports.

(a) The City shall provide, or shall cause the Dissemination Agent to provide to the MSRB, not later than the Filing Date, an Annual Disclosure Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Disclosure Report shall be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the Fiscal Year of the City changes, it shall give notice of such change in the same manner as for a Significant Event under this Disclosure Certificate. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) Not later than fifteen (15) Business Days prior to the Filing Date, the City shall provide the Annual Disclosure Report to the Dissemination Agent (if other than the City). The City shall provide, or cause the preparer of the Annual Disclosure Report to provide, a written certificate with each Annual Disclosure Report furnished to the Dissemination Agent to the effect that such Annual Disclosure Report constitutes the Annual Disclosure Report required to be furnished to it hereunder. The Dissemination Agent may conclusively rely upon such certification and shall have no duty or obligation to review such Annual Disclosure Report.

(c) If the City is unable to provide to the Annual Disclosure Report to the MSRB by the date required in subsection (a), the City shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

1. If not previously filed by the City, send a notice to the MSRB in substantially the form attached as Exhibit A, if the City is unable to provide to the Annual Disclosure Report to the MSRB by the date required in subsection (a).

2. File a report with the City certifying that the Annual Disclosure Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

SECTION 4. Content of Annual Disclosure Reports. The Annual Disclosure Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year prepared in accordance with generally accepted accounting principles in effect from time to time by the Governmental Accounting Standards Board to apply to governmental entities. If the audited financial statements are not available by the time the Annual Disclosure Report is required to be filed pursuant to Section 3(a), the Annual Disclosure Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Disclosure Report when they become available.

The audited financial statements of the City are provided solely to comply with the interpretation by Securities and Exchange Commission staff of the Rule. No funds or assets of the City are required to be used to pay debt service on the Series 2018 Bonds, and the City is not obligated to advance available funds to cover any delinquencies. Investors should not rely on the financial condition of the City in evaluating whether to buy, hold or sell the Series 2018 Bonds.

(b) The following information with respect to the Series 2018 Bonds and the District:

1. The principal amount of the Bonds of each Series outstanding, a maturity schedule for the outstanding Bonds of each Series, and a listing of Bonds of each Series redeemed prior to maturity during the prior Fiscal Year.

2. The balances in each of the following funds and accounts established by the Fiscal Agent Agreement as of June 30 of the preceding Fiscal Year and as of September 30 of the current Fiscal Year:

(i) the Special Tax Fund (with a statement of the debt service requirement to be discharged by the Special Tax Fund prior to the receipt of additional Special Taxes);

(ii) the Bond Reserve Fund (with a statement of the current Bond Reserve Requirement); and

(iii) the Acquisition and Construction Account.

3. Identification of each parcel for which any installment is due and unpaid Special Tax is delinquent, together with the following information respecting each such parcel for the prior Fiscal Year:

(i) the amount delinquent (exclusive of late charges and monthly penalties for reinstatement);

(ii) the date (December 10 or April 10) of the first delinquency;

(iii) in the event a foreclosure complaint has been filed respecting such delinquent parcel and such complaint has not yet been dismissed, the date on which the complaint was filed in the Superior Court; and

(iv) in the event a foreclosure sale has occurred respecting such delinquent parcel, a summary of the results of such foreclosure sale.

(v) the identity of any delinquent taxpayer representing more than 5% of the Special Tax payable, or more than 5% of the of property within the District (using the most recent assessed value, unless more accurate information is available).

4. Total assessed value of all of the parcels subject to the Special Tax and the individual lien-to-value ratio for parcels in the following categories: "City Parcels" "1:1 to 3:1," "3:1 to 5:1," "5:1 to 10:1," "10:1 to 15:1," "15:1 to 20:1" or "above 20:1," in a format substantially similar to Table 8 in the Official Statement.

5. Actual Special Tax levy for the most recent Fiscal Year, the Maximum Special Tax for the most recent Fiscal Year in a format substantially similar to Table 6A-2 in the Official Statement, excluding data regarding "Future BUA Release Property," "Property Outside District and Within the Spring Lake Specific Plan Area," overlapping general fund debt, and property assessed clean-energy (PACE) liens.

6. Identity of any delinquent tax payer obligated for more than 10% of the annual Special Tax levy and:

(i) assessed value of applicable properties, and

(ii) summary of results of foreclosure sales, if available.

7. The number of building permits issued for property in the District for the most recent Fiscal Year and the aggregate number of building permits issued for the District.

8. Significant amendments to land use entitlements for property in the District known to the Finance Officer for the most recent Fiscal Year.

9. Status of any significant legislative, administrative, and judicial challenges to the construction of the development in the District known to the Finance Officer without independent inquiry, for any year in which construction activity has occurred in the District.

(c) To the extent not otherwise provided pursuant to the preceding items 4(b)1- 4(b)8, annual information required to be filed by the City for the District with the California Debt and Investment Advisory Commission pursuant to Sections 50075.1, 50075.3, 53359.5(b), 53410(d) or 53411 of the California Government Code.

(d) The presentation and format of the Annual Disclosure Reports may be modified from time to time as determined in the judgment of the City to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the City to reflect changes in the business, structure, operations, legal form of the City or any mergers, consolidations, acquisitions or dispositions made by or affecting the City; provided that any such modifications shall comply with the requirements of the Rule.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been made available to the public on the MSRB website. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Disclosure Certificate, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2018 Bonds not later than ten (10) business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

6. Tender offers;

7. Defeasances;

8. Rating changes; or

9. Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

Note: This event is considered to occur upon the happening of any of the following: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The City shall give, or cause to be given, notice to the MSRB of the occurrence of any of the following events described in this Section 5(b) with respect to the Series 2018 Bonds, if material, not later than ten (10) business days after the occurrence of the event:

1. Unless described in Section 5(a)(v), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2018 Bonds or other material events affecting the tax status of the Series 2018 Bonds;

2. Modifications to rights of the Bond holders;

3. Optional, unscheduled or contingent Bond calls;

4. Release, substitution, or sale of property securing repayment of the Series 2018 Bonds;

5. Non-payment related defaults;

6. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

7. Appointment of a successor or additional fiscal agent or the change of name of a fiscal agent.

(c) The City acknowledges that it is required to make a determination whether a Significant Event in Section 5(b) is material under applicable federal securities laws in order to determine if a filing with the MSRB is required. If the City determines that the occurrence of an event listed in Section 5(b) would be material under applicable federal securities laws, or if the City changes its Fiscal Year, the City shall file, or shall cause the Dissemination Agent to file, within ten (10) business days of occurrence, a notice of such event on EMMA.

(d) Notwithstanding the foregoing, notice of Significant Events described in Section 5(a)(vii) and Section 5(b)(3) above need not be given any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2018 Bonds pursuant to the Fiscal Agent Agreement.

SECTION 6. Identifying Information for Filings with EMMA. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The obligations of the City under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2018 Bonds. If such termination occurs prior to the final maturity of the Series 2018 Bonds, the City shall give notice of such termination in the same manner as for a Significant Event under Section 5(c).

SECTION 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty (30) days written notice to the City.

The initial dissemination agent shall be Goodwin Consulting Group, Inc.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), Section 4, Section 5(a) or Section 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2018 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original execution and delivery of the Series 2018 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2018 Bonds in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Holders, or (ii) does not, in the opinion of a nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2018 Bonds.

(d) Any amendment that modifies or increases the duties or obligations of the Dissemination Agent shall be agreed to in writing by the Dissemination Agent.

(e) In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Disclosure Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Significant Event, and (ii) the Annual Disclosure Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(f) Notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for the occurrence of a Significant Event under Section 5(c).

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Disclosure Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Disclosure Report or notice of occurrence of a Significant Event.

SECTION 11. Default. This Disclosure Certificate shall be solely for the benefit of the Holders and Beneficial Owners from time to time of the Series 2018 Bonds. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Fiscal Agent may (and, at the request of the Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds and upon receipt of indemnity satisfactory to the Fiscal Agent, shall), or any Holder or Beneficial Owner of the Series 2018 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by order of a court of competent jurisdiction in Yolo County, California, to cause the City to comply with its obligations under this Disclosure Certificate, *provided* that any holder or beneficial owner seeking to require the City to comply with this Disclosure Certificate shall first provide at least thirty (30) days prior written notice to the City of the failure of the City, giving reasonable detail of such failure. Failure by the City to comply with any provision of this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with the terms of this Disclosure Certificate shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Disclosure Certificate.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The obligations of the City under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Series 2018 Bonds.

SECTION 13. Notices. Any notice or other communication to be given by the City or the Dissemination Agent under this Disclosure Certificate may be given by delivering the same by first class mail, postage prepaid, messenger, or overnight delivery to the addresses set forth below (until another address is filed by the City or the Dissemination Agent with the Fiscal Agent):

To the City:	City of Woodland 300 Main Street Woodland, California 95695 Attention: Finance Officer Telephone: 925-646-2181 Fax: 925-646-2649
If to the Fiscal Agent:	U.S. Bank National Association Global Corporate Trust Services One California Street, Suite 1000 San Francisco, CA 94111 Fax: 415-677-3769
If to the Dissemination Agent:	Goodwin Consulting Group, Inc. 555 University Avenue Sacramento, California 95825 Telephone: 916-561-0890 Fax: 916-561-0891

SECTION 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Series 2018 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Record Keeping. The City shall maintain records of Annual Disclosure Reports and notices of Significant Events, including the content of such disclosure, the name of the entities with which such disclosure was filed and the date of filing of such disclosure.

SECTION 16. Governing Law. The laws of the State of California shall govern this Disclosure Certificate, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Disclosure Certificate shall be brought, commenced or prosecuted in any courts of the State located in Yolo County, California.

SECTION 17. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: __________, 2018

CITY OF WOODLAND

By:______________________________________
Kimberly McKinney
Finance Officer

The undersigned hereby agrees to act as
Dissemination Agent to the City pursuant
to the terms and conditions of this
Continuing Disclosure Certificate

GOODWIN CONSULTING GROUP, INC.

By:_______________________________
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL DISCLOSURE REPORT

Name of Obligated Party:	City of Woodland
Name of Bonds:	City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects)
Date of Delivery:	__________, 2018

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Disclosure Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated ________, 2018 with respect to the Series 2018 Bonds. [The City anticipates that the Annual Disclosure Report will be filed by __________.]

GOODWIN CONSULTING GROUP, INC., as
Dissemination Agent

By:____
Authorized Officer

cc: City

APPENDIX G

FORM OF OPINION OF BOND COUNSEL

APPENDIX H

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Series 2018 Bonds, payment of principal, interest and other payments on the Series 2018 Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Series 2018 Bonds and other related transactions between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the City (the "Issuer") nor the Trustee appointed with respect to the Series 2018 Bonds (the "Trustee") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Series 2018 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2018 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2018 Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2018 Bonds. The Series 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Series 2018 Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non- U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+.

The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com

3. Purchases of Series 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2016 Green Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2018 Bonds, except in the event that use of the book-entry system for the Series 2018 Bonds is discontinued.

4. To facilitate subsequent transfers, all Series 2018 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2018 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2018 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2018 Bonds may wish to ascertain that the nominee holding the Series 2018 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Series 2018 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Series 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Series 2018 Bonds at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, security certificates are required to be printed and delivered.

10. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), is executed and delivered by the City of Woodland (the "City"), in connection with the execution and delivery by the City of $__,___,000 principal amount City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects) (the "Series 2018 Bonds"). The Series 2018 Bonds are being issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 5, Division 2 Title 1 of the Government Code of the State of California and a Fiscal Agent Agreement dated October 1, 2013, as amended and supplemented by a First Supplemental Fiscal Agent Agreement dated November 1, 2016, and a Second Supplemental Fiscal Agent Agreement dated June 1, 2018 (collectively, the "Fiscal Agent Agreement") each by and between the City and U.S. Bank National Association, as Fiscal Agent. The Series 2018 Bonds are secured by the Special Tax as described in the Fiscal Agent Agreement. The City covenants and agrees as follows:

<u>SECTION 1</u>. <u>Purpose of the Disclosure Certificate</u>. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners of the Series 2018 Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

<u>SECTION 2</u>. <u>Definitions</u>. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Disclosure Report*" shall mean any Annual Disclosure Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Disclosure Representative*" shall mean the Finance Officer of the City or such other official as may be designated in writing to the Dissemination Agent (if other than the City) from time to time.

"*Dissemination Agent*" shall mean initially Goodwin Consulting Group, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the City written evidence of such designation.

"*EMMA*" means the Electronic Municipal Marketplace Access site maintained by the MSRB, currently located at http://emma.msrb.org.

"*Filing Date*" *s*hall mean no later than seven months following the end of each Fiscal Year of the City (or the next succeeding business day if such day is not a business day), commencing with the filing for Fiscal Year 2016-17 due January 31, 2019, which will be satisfied by filing the Official Statement and the audited financial statements of the City.

"*Fiscal Year*" shall mean with respect to the City, the period beginning on July 1 of each year and ending on the next succeeding June 30, or any 12-month or 52-week period thereafter selected by the City with notice of such selection of change in fiscal year to be provided as set forth in Section 3(a).

"Holders" shall mean either the registered owners of the Series 2018 Bonds, or, if the Series 2018 Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in its depository.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the Official Statement dated _______, 2018 relating to the Series 2018 Bonds.

"Participating Underwriter" shall mean the Piper Jaffray & Co., the original underwriter of the Series 2018 Bonds required to comply with the Rule in connection with offering of the Series 2018 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Significant Event" shall mean any of the events listed in Section 5(a) or Section 5(b) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

<u>SECTION 3</u>. <u>Provision of Annual Disclosure Reports</u>.

(a) The City shall provide, or shall cause the Dissemination Agent to provide to the MSRB, not later than the Filing Date, an Annual Disclosure Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Disclosure Report shall be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the Fiscal Year of the City changes, it shall give notice of such change in the same manner as for a Significant Event under this Disclosure Certificate. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) Not later than fifteen (15) Business Days prior to the Filing Date, the City shall provide the Annual Disclosure Report to the Dissemination Agent (if other than the City). The City shall provide, or cause the preparer of the Annual Disclosure Report to provide, a written certificate with each Annual Disclosure Report furnished to the Dissemination Agent to the effect that such Annual Disclosure Report constitutes the Annual Disclosure Report required to be furnished to it hereunder. The Dissemination Agent may conclusively rely upon such certification and shall have no duty or obligation to review such Annual Disclosure Report.

(c) If the City is unable to provide to the Annual Disclosure Report to the MSRB by the date required in subsection (a), the City shall send a notice to the MSRB in substantially the form attached as <u>Exhibit A</u>.

(d) The Dissemination Agent shall:

1. If not previously filed by the City, send a notice to the MSRB in substantially the form attached as Exhibit A, if the City is unable to provide to the Annual Disclosure Report to the MSRB by the date required in subsection (a).

2. File a report with the City certifying that the Annual Disclosure Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

SECTION 4. Content of Annual Disclosure Reports. The Annual Disclosure Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year prepared in accordance with generally accepted accounting principles in effect from time to time by the Governmental Accounting Standards Board to apply to governmental entities. If the audited financial statements are not available by the time the Annual Disclosure Report is required to be filed pursuant to Section 3(a), the Annual Disclosure Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Disclosure Report when they become available.

The audited financial statements of the City are provided solely to comply with the interpretation by Securities and Exchange Commission staff of the Rule. No funds or assets of the City are required to be used to pay debt service on the Series 2018 Bonds, and the City is not obligated to advance available funds to cover any delinquencies. Investors should not rely on the financial condition of the City in evaluating whether to buy, hold or sell the Series 2018 Bonds.

(b) The following information with respect to the Series 2018 Bonds and the District:

1. The principal amount of the Bonds of each Series outstanding, a maturity schedule for the outstanding Bonds of each Series, and a listing of Bonds of each Series redeemed prior to maturity during the prior Fiscal Year.

2. The balances in each of the following funds and accounts established by the Fiscal Agent Agreement as of June 30 of the preceding Fiscal Year and as of September 30 of the current Fiscal Year:

(i) the Special Tax Fund (with a statement of the debt service requirement to be discharged by the Special Tax Fund prior to the receipt of additional Special Taxes);

(ii) the Bond Reserve Fund (with a statement of the current Bond Reserve Requirement); and

(iii) the Acquisition and Construction Account.

3. Identification of each parcel for which any installment is due and unpaid Special Tax is delinquent, together with the following information respecting each such parcel for the prior Fiscal Year:

(i) the amount delinquent (exclusive of late charges and monthly penalties for reinstatement);

(ii) the date (December 10 or April 10) of the first delinquency;

(iii) in the event a foreclosure complaint has been filed respecting such delinquent parcel and such complaint has not yet been dismissed, the date on which the complaint was filed in the Superior Court; and

(iv) in the event a foreclosure sale has occurred respecting such delinquent parcel, a summary of the results of such foreclosure sale.

(v) the identity of any delinquent taxpayer representing more than 5% of the Special Tax payable, or more than 5% of the of property within the District (using the most recent assessed value, unless more accurate information is available).

4. Total assessed value of all of the parcels subject to the Special Tax and the individual lien-to-value ratio for parcels in the following categories: "City Parcels" "1:1 to 3:1," "3:1 to 5:1," "5:1 to 10:1," "10:1 to 15:1," "15:1 to 20:1" or "above 20:1," in a format substantially similar to Table 8 in the Official Statement.

5. Actual Special Tax levy for the most recent Fiscal Year, the Maximum Special Tax for the most recent Fiscal Year in a format substantially similar to Table 6A-2 in the Official Statement, excluding data regarding "Future BUA Release Property," "Property Outside District and Within the Spring Lake Specific Plan Area," overlapping general fund debt, and property assessed clean-energy (PACE) liens.

6. Identity of any delinquent tax payer obligated for more than 10% of the annual Special Tax levy and:

(i) assessed value of applicable properties, and

(ii) summary of results of foreclosure sales, if available.

7. The number of building permits issued for property in the District for the most recent Fiscal Year and the aggregate number of building permits issued for the District.

8. Significant amendments to land use entitlements for property in the District known to the Finance Officer for the most recent Fiscal Year.

9. Status of any significant legislative, administrative, and judicial challenges to the construction of the development in the District known to the Finance Officer without independent inquiry, for any year in which construction activity has occurred in the District.

(c) To the extent not otherwise provided pursuant to the preceding items 4(b)1- 4(b)8, annual information required to be filed by the City for the District with the California Debt and Investment Advisory Commission pursuant to Sections 50075.1, 50075.3, 53359.5(b), 53410(d) or 53411 of the California Government Code.

(d) The presentation and format of the Annual Disclosure Reports may be modified from time to time as determined in the judgment of the City to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the City to reflect changes in the business, structure, operations, legal form of the City or any mergers, consolidations, acquisitions or dispositions made by or affecting the City; provided that any such modifications shall comply with the requirements of the Rule.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been made available to the public on the MSRB website. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Disclosure Certificate, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2018 Bonds not later than ten (10) business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

6. Tender offers;

7. Defeasances;

8. Rating changes; or

9. Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

Note: This event is considered to occur upon the happening of any of the following: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The City shall give, or cause to be given, notice to the MSRB of the occurrence of any of the following events described in this Section 5(b) with respect to the Series 2018 Bonds, if material, not later than ten (10) business days after the occurrence of the event:

1. Unless described in Section 5(a)(v), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2018 Bonds or other material events affecting the tax status of the Series 2018 Bonds;

2. Modifications to rights of the Bond holders;

3. Optional, unscheduled or contingent Bond calls;

4. Release, substitution, or sale of property securing repayment of the Series 2018 Bonds;

5. Non-payment related defaults;

6. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

7. Appointment of a successor or additional fiscal agent or the change of name of a fiscal agent.

(c) The City acknowledges that it is required to make a determination whether a Significant Event in Section 5(b) is material under applicable federal securities laws in order to determine if a filing with the MSRB is required. If the City determines that the occurrence of an event listed in Section 5(b) would be material under applicable federal securities laws, or if the City changes its Fiscal Year, the City shall file, or shall cause the Dissemination Agent to file, within ten (10) business days of occurrence, a notice of such event on EMMA.

(d) Notwithstanding the foregoing, notice of Significant Events described in Section 5(a)(vii) and Section 5(b)(3) above need not be given any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2018 Bonds pursuant to the Fiscal Agent Agreement.

SECTION 6. Identifying Information for Filings with EMMA. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 7. Termination of Reporting Obligation. The obligations of the City under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2018 Bonds. If such termination occurs prior to the final maturity of the Series 2018 Bonds, the City shall give notice of such termination in the same manner as for a Significant Event under Section 5(c).

SECTION 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty (30) days written notice to the City.

The initial dissemination agent shall be Goodwin Consulting Group, Inc.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), Section 4, Section 5(a) or Section 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2018 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original execution and delivery of the Series 2018 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2018 Bonds in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Holders, or (ii) does not, in the opinion of a nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2018 Bonds.

(d) Any amendment that modifies or increases the duties or obligations of the Dissemination Agent shall be agreed to in writing by the Dissemination Agent.

(e) In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Disclosure Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Significant Event, and (ii) the Annual Disclosure Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(f) Notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for the occurrence of a Significant Event under Section 5(c).

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Disclosure Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Disclosure Report or notice of occurrence of a Significant Event.

SECTION 11. Default. This Disclosure Certificate shall be solely for the benefit of the Holders and Beneficial Owners from time to time of the Series 2018 Bonds. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Fiscal Agent may (and, at the request of the Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds and upon receipt of indemnity satisfactory to the Fiscal Agent, shall), or any Holder or Beneficial Owner of the Series 2018 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by order of a court of competent jurisdiction in Yolo County, California, to cause the City to comply with its obligations under this Disclosure Certificate, *provided* that any holder or beneficial owner seeking to require the City to comply with this Disclosure Certificate shall first provide at least thirty (30) days prior written notice to the City of the failure of the City, giving reasonable detail of such failure. Failure by the City to comply with any provision of this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with the terms of this Disclosure Certificate shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Disclosure Certificate.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The obligations of the City under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Series 2018 Bonds.

SECTION 13. Notices. Any notice or other communication to be given by the City or the Dissemination Agent under this Disclosure Certificate may be given by delivering the same by first class mail, postage prepaid, messenger, or overnight delivery to the addresses set forth below (until another address is filed by the City or the Dissemination Agent with the Fiscal Agent):

To the City:	City of Woodland 300 Main Street Woodland, California 95695 Attention: Finance Officer Telephone: 925-646-2181 Fax: 925-646-2649
If to the Fiscal Agent:	U.S. Bank National Association Global Corporate Trust Services One California Street, Suite 1000 San Francisco, CA 94111 Fax: 415-677-3769
If to the Dissemination Agent:	Goodwin Consulting Group, Inc. 555 University Avenue Sacramento, California 95825 Telephone: 916-561-0890 Fax: 916-561-0891

SECTION 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Series 2018 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Record Keeping. The City shall maintain records of Annual Disclosure Reports and notices of Significant Events, including the content of such disclosure, the name of the entities with which such disclosure was filed and the date of filing of such disclosure.

SECTION 16. Governing Law. The laws of the State of California shall govern this Disclosure Certificate, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Disclosure Certificate shall be brought, commenced or prosecuted in any courts of the State located in Yolo County, California.

SECTION 17. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: __________, 2018

CITY OF WOODLAND

By:______________________________________
Kimberly McKinney
Finance Officer

The undersigned hereby agrees to act as
Dissemination Agent to the City pursuant
to the terms and conditions of this
Continuing Disclosure Certificate

GOODWIN CONSULTING GROUP, INC.

By:______________________________
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL DISCLOSURE REPORT

Name of Obligated Party:	City of Woodland
Name of Bonds:	City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2018 (Capital Projects)
Date of Delivery:	__________, 2018

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Disclosure Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated ________, 2018 with respect to the Series 2018 Bonds. [The City anticipates that the Annual Disclosure Report will be filed by __________.]

GOODWIN CONSULTING GROUP, INC., as
Dissemination Agent

By:_______________________________________
Authorized Officer

cc: City

SF\322076622.1

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	July 17, 2018
ITEM #:	19.
SUBJECT:	Homeless Action Plan Update

Recommendation for Action:
Staff recommends that the City Council:
1) receive a report on the progress of the Homeless Action Plan; and
2) provide direction on next steps; and
3) appropriate an additional $100,000 in support of Homeless Action Plan initiatives from funds being contributed from the Hotel Project at Freeman Park.

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

Fiscal Impact:
While the primary purpose of this agenda item is informational in nature, staff is recommending that the City Council approve appropriation of up to $100,000 to supplement funding already approved in the FY 2018/19 budget in support of Homeless Action Plan initiatives. Funding for the supplemental appropriation is proposed to come from funds being paid by the developer of the downtown hotel project specifically to address the loss of the public restroom in Freeman Park. A portion of these funds is anticipated to be needed to support increased daytime services at the Fourth and Hope shelter for the duration of the hotel construction project.

Report in Brief:
This report highlights the City's concentrated efforts over the past months to reduce poverty and homelessness. In concert with past practices, efforts are underway to increase permanent housing, expand service availability and capacity, and manage issues associated with homelessness.

Background:
On August 22, 2017, the City Council received a briefing on the Draft Homeless Action Plan that focused on reducing homelessness and its impact within Woodland. Its three goals focused on increasing permanent housing, increasing temporary housing and shelters, and managing the impacts associated with homelessness.

Earlier this year, our Social Services Consultant, Joan Planell, suggested keeping the goals as originally presented but recommended organizing the categories to better align with best practices: 1) increasing permanent housing; 2) expanding service availability and capacity; and 3) managing issues associated with homelessness. The briefing today follows this structure.
Housing and policy experts agree that housing is the cornerstone to solving homelessness. As the primary determinant of health and well-being, every night on the streets ages an individual twice as fast as those who are sheltered. Services and treatments for health, mental health, and substance use disorders are less effective when an individual lacks the security and safety of being housed. In addition, public costs are dramatically reduced when individuals who are homeless are housed. (*Home Not Found: Cost of Homeless Study*, 2015).
Statistics. Since last November, HOST has interfaced with 275 individuals who are homeless. As this is a running list, its methodology differs from the most recent Point-in-Time (PIT) study from January 2017 that counted 131 individuals who were homeless on that one given night in Woodland. While there is a significant difference in terms of timing and methodology for these "counts", there is evidence to suggest that the official PIT study under-reported the number of

homeless in Woodland.

<u>Discussion</u>:
This report highlights the City's concentrated efforts over the past months to reduce poverty and homelessness. In concert with past practices, efforts are underway to increase permanent housing, expand service availability and capacity, and manage issues associated with homelessness. Staff invites Council questions during the session and requests feedback and input on the information presented below.

I. Increasing Permanent Housing: Woodland Micro-Neighborhood Proposal
With the goal of increasing affordable housing, the City conceived of Woodland Micro-Neighborhood, a mixed-income development of approximately 100 for-rent single and duplex micro-dwellings that will include individuals who are homeless. The fully-equipped manufactured micro-units will range in size from 320 square feet studios to a few two-bedroom dwellings that will emerge in three phases over three years. The first phase, comprised of 60 micro-houses, will provide shelter for the most vulnerable—those who are homeless or unstably housed. Phases two and three will yield an additional 40 micro-houses for those with moderate incomes.
Progress regarding Phase One for those who are homeless includes the following:

- On May 1, the City re-submitted its application to the Partnership HealthPlan's Innovation Fund to use Woodland's allocation of $680,000 for development costs of the first 60 micro-dwellings.

- Partners on the first phase of the project include Friends of the Mission as the recommended property owner and developer, with Woodland nonprofit agencies Fourth and Hope and Woodland Opportunity Village operating the on-site programs.

- Staff and partners are evaluating potential sites and exploring other public and private funding opportunities. The project is estimated to cost approximately $5.5 million for the first 60 homes, an average of $95,000 per unit.

- The design of the micro-neighborhood is site and funding dependent. However, the concept of developing permanent housing through the use of higher density manufactured units provides significant cost, time, and regulatory savings. If successful, this innovative approach can be carefully implemented at various scales throughout the city.

II. Expanding Service Availability and Capacity
Over the past months, the City has expanded service availability and capacity to those who are homeless.

- ***Social Services Manager***—Recruitment ended on July 2, 2018 for this newly created City position. Interviews are underway. It is anticipated that the position will be filled by the end of August.

- ***Multi-Disciplinary Team Meetings***—Under the County's facilitation, Woodland Police, representative from the City Manager's Office, Dignity Health, and others meet monthly to coordinate efforts on individuals living homeless and address barriers to housing and services. The Social Services Manager, once appointed, will join the team. Four meetings have occurred to date.

- ***Additional County Services***—At the request of Woodland Police, the County's Health and Human Services Agency has assigned a licensed mental health clinician to team with HOST to respond to field situations where mental health expertise is needed. Additionally, the County has assigned a program manager to oversee the federal grant under contract between the County and Fourth and Hope. This program manager directs the Fourth and Hope staff who provide outreach services in conjunction with law enforcement in each of the cities.

- ***Capital Expansion of Fourth and Hope*—**Fourth and Hope has requested additional Federal Community Development Block Grant (CDBG) funds to enclose the courtyard at its shelter, adding bathrooms, showers, and more capacity for day programming. The Council is scheduled to consider approval of CDBG funding for this purpose as part of a separate item on tonight's agenda.

- ***Expanding Daytime Shelter Services at Fourth and Hope*** - Progress is also being made on expanding shelter services at Fourth and Hope, specifically with regard to offering daytime services. Presently, Fourth and Hope provide such services on a very limited basis (4 hours - one day per week). As a result, individuals who utilize the shelter for meals and overnight accommodations have few options during the day. Fourth and Hope has secured funding to expand services during daytime (9 am - 5 pm) for up to seven days a week. The City is working with Fourth and Hope not only on potential funding support for expanded services, but also to address potential impacts of expanded shelter capacity (and activity) in the surrounding area(s).

III. Managing Issues Associated with Homelessness

H.O.S.T. The Homeless Outreach Services Team comprised of two police officers and a police sergeant has provided a wide-range of services over the past months. Its activities are listed below.

- Over 225 contacts with homeless
- Over 70 camps visited
- Over 130 offers of service with about 25 accepting assistance
- Over 50 business contacts
- Over 100 calls/emails received and addressed
- Over 1,200 shopping carts picked up
- Average of 20 camps cleaned up in coordination with Yolo County Probation, California Highway Patrol, Caltrans, and Yolo County Sheriff

In addition, Police staff visited the city of Folsom, and the Counties of Santa Cruz and El Dorado to learn about their law enforcement responses to homelessness. H.O.S.T. also continued to hold monthly meetings among Police, County, nonprofit agencies, and other partners to address issues of mutual concern.

Ordinances. The Council has recently updated three ordinances—Shopping Carts, Blighted Properties, Trespassing /Private Property. Two additional ordinances—Camping and Parks Curfew—will be brought for Council review and approval in the future.

Limited Camping Site. The recent emphasis on camp clean-ups, while important for public health, business, and community aesthetics, has left those who are asked to move with no legal place to go. Fourth and Hope, the one and only emergency shelter in Woodland, has been operating at full capacity serving Woodland and neighboring cities. In response, the City staff has begun to explore the possibility of siting a limited camping site, defined as temporary, legal, overnight camping with services. Initially, the camp site would likely be limited to a small number of individuals (7-12) with the option of phasing-in expanded capacity, ultimately serving as many as 50-60 individuals.

A limited camping site will increase the capacity of Woodland to provide emergency shelter, though not as a permanent solution. Rather the site is a mechanism to increase capacity and protect individuals from the elements, provide bathroom facilities, and deliver services until more affordable and permanent supportive housing is available. IN this regard, the temporary camp would serve as a transition for individuals on a path from living on the street to more permanent housing, aligned with the proposed permanent supportive housing project discussed earlier.

Discussions have been underway in three areas: location, structure and facilities (such as bathroom, showers) and services. City staff is suggesting the consideration of a pilot program up to 18 months during which time the program can be evaluated.

Freeman Park. The park is scheduled to close by the end of August 2018, as a result of construction work associated with the downtown hotel project. The project will include demolition of the Toy Library building and public restroom currently adjacent to and in Freeman Park. As a result of the need to close Freeman Park during the construction project, staff is working on ensuring that our broader initiatives discussed in this report also address the needs of individuals who may be displaced by the park closure. Most of the park patrons who frequent Freeman Park are daytime users who are clients of the Fourth and Hope Shelter, but who have few options during daytime when the shelter is closed. The City is working with Fourth and Hope to provide daytime services for its clients, likely to coincide with the timing of the closure of Freeman Park. Funding support for expansion of daytime services has been requested, specifically for portable restrooms and shower facilities, as the shelter's capacity for daytime services exceeds the capacity of its current facilities. In addition, the initial phase of the proposed limited camping site is intended to provide an alternative location for individuals who may not choose to take advantage of expanded services offered through Fourth and Hope. Staff anticipates only a limited number of individuals in this category as Freeman Park is generally not utilized by individuals for overnight camping.

In accordance with the Homeless Action Plan, staff is working on the following next steps:

- Continuing the work of H.O.S.T.
- Hiring the City's first Social Services Manager (approved in the FY 2018/19 budget)
- Continuing to review and update applicable city ordinances
- Advancing the Woodland Micro-Neighborhood Project to include evaluation and selection of a preferred site
- Developing a limited camping site, to include: location, basic facilities, and services
- Partnering with Fourth and Hope on opening the shelter to clients for day services (as an alternative to Freeman Park).
- Monitoring and pursuing new public and private funding opportunities in support of priority projects, programs and services identified in the city's Homeless Action Plan.

<u>Conclusion</u>:
Staff recommends that the City Council:
1) receive a report on the progress of the Homeless Action Plan; and
2) provide direction on next steps; and
3) appropriate an additional $100,000 in support of Homeless Action Plan initiatives from funds being contributed from the Hotel Project at Freeman Park.

Prepared By: Stephen Coyle, Deputy Community Development Director

Paul Navazio

Paul Navazio, City Manager