CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA

CITY COUNCIL
CLOSED SESSION AGENDA

MAY 22, 2012

5:00 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B.1 Conference with Labor Negotiators, Pursuant to Section 54957.6
Agency Designated Representatives: Paul Navazio, Amy Buck
Kimberly McKinney and Dania Torre Wong
Employee Organization(s): Professional Police Employees' Association, Police Supervisors Association, Police Mid-Management Employees, Professional Firefighters' Association, Fire Mid-Management Employees, Woodland City Employees' Association, Mid-Management Association and Confidential Employees

STUDY SESSION AGENDA

6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

E. COMMUNICATIONS–COUNCIL/STAFF STATEMENTS AND REQUESTS

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

F. CONSENT CALENDAR

1. Approve Resolutions for 2009 and 2010 Permanent Supportive Housing Grant; Authorize City Manager Execution Authorities

2. Approve Project Design and Bid Package for City Hall Remodel Project, CIP 12-15; Authorize Bid Advertisement; Authorize City Manager Award

3. Approve Visitor Attraction District Assessment Report for Fiscal Year 2012-2013; Adopt Resolution; Set Public Hearing for June 19, 2012

4. Adopt Resolutions to Initiate Proceedings for the Annual Levy and Collection of Assessments; Preliminarily Approve the Engineer's Annual Levy Report; Declare Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park and Streng Pond Landscaping and Lighting Districts; Set Public Hearing for June 19, 2012

G. REPORTS OF THE CITY MANAGER

5. Receive FY2012/13 Proposed Budget

H. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the special meeting/study session of the City Council of the City of Woodland scheduled for May 22, 2012 was posted on May 18, 2012, in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez
City Clerk

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

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
1.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: May 22, 2012

SUBJECT: 2009 and 2010 Permanent Supportive Housing Grant Approval

Report in Brief

The City of Woodland has been awarded a 2009 and 2010 Bonus Round Permanent Supporting Housing Grant from the U.S. Department of Housing and Urban Development (HUD). Each grant is awarded to assist individuals and their families with leasing, supportive services and supporting program operating costs. Each grant is considered a "new" grant vs a "renewal" grant unlike the transitional housing grant because of the temporary availability of the funding. HUD requires that the City Council authorize the City Manager to execute each Grant Agreement with HUD and a Subrecipient Agreement with the project sponsor, Yolo Wayfarer Center for each new grant.

Staff recommends that the City Council:

1. Approve Resolution No. _____ (2009) authorizing the City Manager to execute a new Grant Agreement with HUD for the 2009 Permanent Supportive Housing Grant in the amount of $46,034 and execute a subrecipient agreement with the Yolo Wayfarer Center.
2. Approve Resolution No. _____ (2010) authorizing the City Manager to execute a new Grant Agreement with HUD for the 2010 Permanent Supportive Housing Grant in the amount of $46,240 and execute a subrecipient agreement with the Yolo Wayfarer Center

Background

The City has been successful in securing funds to support the transitional housing programs with the Yolo County Wayfarer Center. Each year the City is conditionally awarded approximately $177,000 for a new one-year (annually renewable) Supportive Housing Grant for the Transitional Housing/Safe Haven program and has been funded each subsequent year since 2001.

Recently, through the City's participation in the Yolo Co. Care Continuum in partnership with HUD to address populations in need of transitional housing and related programs, the City was awarded the 2009 and 2010 allocation of Permanent Supportive Housing support. Through the Yolo Wayfarer Center the City is able address some of the demand for this permanent housing assistance. The Yolo Wayfarer Center has been successful in securing site control for 2 units for a period of 24 months with Skylark Apartments located at 505 Community Lane. Once these funds are available tenants are able to proceed with screening and ultimately secure housing at this location. Again, the City basically serves as a pass-through entity for the Yolo Wayfarer Center which uses the funds to provide services to the Woodland residents in need of permanent housing.

Discussion

For program year 2009 the City's grant was approved for $46,034 and the 2010 grant amount is $46,240. The City will retain the grant administration funds of $2,192 for the 2009 grant and $2,006 for the 2010 grant and enter into a subrecipient agreement for each program year: for the balance of the funds ($43,842) fro FY 2009 and $ 44,234 for FY 2010 with the Yolo Wayfarer Center once Council has approved the attached agreements. Once the agreements have been signed by the Yolo Wayfarer Center's Executive Director as well as the City Manager, grant funds may be drawn down from the Federal government for the program. The 2009 and 2010 grant funds will be used by the Yolo Wayfarer Center to provide comprehensive supportive housing services and permanent housing to at-risk homeless residents of Woodland. The funds have become a critical component of the Wayfarer's budget and comprise approximately 65% of its permanent and supportive housing program budget.

Fiscal Impact

The City will receive $2,192 (2009) and $2,006 (2010) to administer the grant funds. This does cover the amount of staff time required to administer the grant disbursements, prepare the annual reports and monitor the subrecipient. There is no impact on the General Fund or other City funding sources.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Approve Resolution No. _____ (2009) authorizing the City Manager to execute a new Grant Agreement with HUD for the 2009 Permanent Supportive Housing Grant in the amount of $46,034 and execute a subrecipient agreement with the Yolo Wayfarer Center; and
2. Approve Resolution No. _____ (2010) authorizing the City Manager to execute a new Grant Agreement with HUD for the 2010 Permanent Supportive Housing Grant in the amount of $46,240 and execute a subrecipient agreement with the Yolo Wayfarer Center; or
3. Not Approve Resolutions (2009 & 2010 respectively) authorizing the City Manager to decline the awarded HUD Permanent Supportive Housing grants.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1&2.

Prepared by: Wendy Ross
Economic Dvlpt. Mgr.

Paul Navazio
City Manager

Attachment I:	Resolution (2009) PSH
Attachment II:	Grant Agreement 2009 PSH
Attachment III:	Subrecipient Agreement 2009 Yolo Wayfarer Center
Attachment IV:	Resolution (2010) PSH
Attachment V:	Grant Agreement 2010 PSH
Attachment VI:	Subrecipient Agreement 2010 Yolo Wayfarer Center

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A NEW GRANT AGREEMENT FOR A PERMANENT SUPPORTIVE HOUSING GRANT AND EXECUTE A SUBRECPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER

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

WHEREAS, the City of Woodland has annually received a Supportive Housing grant renewal since 2001;

WHEREAS, the Supportive Housing renewal grant annually funds the Yolo Wayfarer's Center families transitional program and singles transitional program;

WHEREAS, the Permanent Supportive Housing grant funds the Yolo Wayfarer's Center permanent supportive housing program;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute a Grant Agreement with HUD for a 2009 Permanent Supportive Housing Grant in the amount of $46,034;

Section 2: This City Council hereby authorizes the City Manager to execute a subrecipient agreement with the Yolo Wayfarer Center and any other documents necessary to implement this program;

Section 3: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 4: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this____ day of _______, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Artemio Pimentel, Mayor

ATTEST:

____
Ana Gonzalez,
City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney

Tax ID Number:	94-6000459
Project Location:	925 North Street, Woodland, California 95695
Grant Number:	CA0851B9T210900
DUNS Number	095878880

2009 Supportive Housing Program
Grant Agreement - New

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and City of Woodland, California (the Recipient).

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR part 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA), that was published in two parts. The first part is the Policy Requirements and General Section of the NOFA, which was published December 29, 2008, at 73 FR 79548. The second part is the Continuum of Care Homeless Assistance Programs section of the NOFA, which is located at http://www.hud.gov/foffcies/adm/garnts/nofa09/cocsec.pdf The term "Application" means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

If the Recipient is a State or other governmental entity required to assume environmental responsibility, it agrees that no costs to be paid or reimbursed with grant funds will be incurred before the completion of such responsibilities and HUD approval of any required Request for Release of Funds.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

If, in the application, the Recipient indicated that activities in any project will be carried out in an Empowerment Zone, an Enterprise Community, or an Enhanced Enterprise Community, as designated by HUD or the Department of Agriculture, the Recipient agrees to give priority placement in that project to eligible persons whose last known address was within the designated EZ/EC area or who are homeless persons living on the streets or in shelters within the designated areas.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No change may be made to the project nor any right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

> HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

For any project receiving funds for acquisition, construction or rehabilitation, the following applies:

> The Recipient is required to execute and file for record a deed restriction, covenant running with the land or similar arrangement that will assure to HUD's satisfaction, compliance with the twenty-year term of commitment and a lien against the property, in a form to be approved by HUD, to secure HUD's interest in the repayment of the grant.
>
> If the Recipient and/or subrecipient wishes to sell or otherwise dispose of the assisted real property, they must request and receive written approval from the Department to dispose of the real property, advertise that disposition conditions apply to the assisted property, and abide by any other terms or conditions prescribed by HUD in the approval letter.

For projects involving acquisition, compliance with the recording requirement must be documented before release of any funds other than acquisition funds. For projects involving new construction or rehabilitation activities, compliance must be documented prior to the first release of federal funds. Evidence will be an original, executed document, in a form satisfactory to HUD, accompanied by a recording receipt. Upon completion of recordation, Recipient will provide HUD with an original, executed, recorded document.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment B provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

(a) direct the Recipient to submit progress schedules for completing approved activities; or

(b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or

(c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or

(d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or

(e) reduce or recapture the grant; or

(f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or

(g) continue the grant with a substitute Recipient of HUD's choosing; or

(h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20-year period from the date of initial occupancy.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another without the prior written approval of HUD. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

____

Signature and Date
Maria Cremer, Acting Director
Community Planning and Development

____

Print name of signatory

____

Title

RECIPIENT

City of Woodland.

Name of Organization

By:

Authorized Signature and Date

Gregor G. Meyer

Print name of signatory

Acting City Manager

Title

ATTACHMENT A

1. The Recipient is City of Woodland, California.
2. HUD's total fund obligation for this project is $46,034, which shall be allocated as follows:

a.	Acquisition	$
b.	New construction	$
c.	Rehabilitation	$
d.	Leasing	$
e.	Supportive services	$ 8,784.00
f.	Operating costs	$ 35,058.00
g.	HMIS	$
h.	Administration	$ 2,192.00

3. Although this agreement will become effective only upon the execution hereof by both parties, the term of this agreement shall run for a period of 24 months.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

PERMANENT SUPPORTIVE HOUSING PROGRAM

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(PERMANENT SUPPORTIVE HOUSING PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this ___ ( ) day of May, 2012 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2012-2013 (but PY 2009).

B. SUBRECIPIENT proposes to provide the following scope of services for the Permanent Supportive Housing Program components: supportive services, operating costs and leasing subsidy for families and individuals Site control has been secured at Skylark Apartments located 505 Community Lane, Woodland, Ca 95695. The clients of the program will be provided supportive services. The subrecipient's mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Ms. Leona Jull, Executive Director.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2012 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2012 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about July 7, 2010, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the McKinney-Vento Act homeless assistance competition.

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Supportive Housing Program.

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

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

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

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

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

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

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

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

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

"SUBRECIPIENT's Representative" means Ms. Leona Jull, Executive Director of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Forty-Six Thousand, Thirty-Four Dollars ($46,034) (less administrative costs of $2,192 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing Program services for Families and Individuals in need of permanent housing assistance and associated programs as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of Forty-Four Thousand, Two Hundred Thirty Four dollars ($44,234) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Development Director.

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

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

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

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

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on May_____, 2012 and shall run for a period of 24 months per the Grant Agreement unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

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

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

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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

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

Section 5. Insurance and Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Terminate this Agreement.

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

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

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

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

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

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

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

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

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

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

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

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND:	City Clerk City of Woodland 300 First Street Woodland, California 95695 FAX No. (530) 661-5813
With copies to:	City of Woodland Economic Development 300 First Street Woodland, California 95695 FAX No. (530) 668-1127
If to SUBRECIPIENT:	Yolo Wayfarer Center P.O. Box 1248 Woodland, CA 95776

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

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

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

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

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

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

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

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

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

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

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

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

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

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

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Leona Jull
Executive Director

EXHIBIT A—SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the Permanent Supportive Housing Program components: Leasing, Supportive Services and Operating Costs for families and individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Forty-Six Thousand, Thirty Four Dollars ($46,034), WOODLAND shall retain a total of Two Thousand , One Hundred Ninety-Two Dollars ($2,192) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program components (leasing, supportive services and associated operating costs) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Permanent Supportive Housing Program shall not exceed the total grant amount of Forty-Six Thousand, Thirty-Four Dollars ($46,034) less City administrative costs of ($2,192) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented any measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

i. Abide by the terms of the statement; and

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

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

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

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

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

A. SUBRECIPIENT has made false certification under Section 26.1;

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including leasing and associated supportive services at site of permanent residence for assisted families and individuals shall be performed within the term of this Agreement commencing on May, 2012 and terminating 24 months later.

EXHIBIT E—OPERATING BUDGET

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

	SHP Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	22,800		22,800
2 Supportive Services*	8,784	5,000	13,784
3. Operations**	12,258	5,450	17,708
4. HMIS ***			
5. SHP Request (subtotal lines 1 thru 4)	43,842		54,292
6. Administration (up to 5% of line 5)	2,192		2,192
7. Total SHP Request (total lines 5 and 6)	46,034		56.484

* By law, SHP can pay no more than 80% of the total supportive services budget.
** By law, SHP can pay no more than 75% of the total operating budget.
*** By law, SHP can pay no more than 5% of the total HMIS request.
+ Information provided by the Yolo Wayfarer Center administration

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A NEW GRANT AGREEMENT FOR A PERMANENT SUPPORTIVE HOUSING GRANT AND EXECUTE A SUBRECPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER

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

WHEREAS, the City of Woodland has annually received a Supportive Housing grant renewal since 2001;

WHEREAS, the Supportive Housing renewal grant annually funds the Yolo Wayfarer's Center families transitional program and singles transitional program;

WHEREAS, the Permanent Supportive Housing grant funds the Yolo Wayfarer's Center permanent supportive housing program;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute a Grant Agreement with HUD for a 2010 Permanent Supportive Housing Grant in the amount of $46,240;

Section 2: This City Council hereby authorizes the City Manager to execute a subrecipient agreement with the Yolo Wayfarer Center and any other documents necessary to implement this program;

Section 3: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 4: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this____ day of _______, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Artemio Pimentel, Mayor

ATTEST:

____
Ana Gonzalez,
City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
600 Harrison Street
3rd Floor
San Francisco, CA 94107

Grant Number: CA0986B9T211000
Project Name: CA-521 - NEW - Permanent Supportive Housing
Total Award Amount: $46,240
Component: PH
Recipient: City of Woodland
Official Contact Person and Title: Wendy Ross, Economic Development Manager
Telephone Number: (530) 661-5921
Fax Number: (530) 668-1127
E-mail Address: wendy.ross@cityofwoodland.org
EIN/Tax ID Number: 94-6000459
DUNS Number: 095878880
Effective Date: ______________________________
Project Location(s): ______________________________

2010 SUPPORTIVE HOUSING PROGRAM
GRANT AGREEMENT - New

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the Recipient, which is described in section 1 of Attachment A, attached hereto and made a part hereof.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA), that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published June 11, 2010, at 75 FR 33323, and the second part was the Continuum of Care Homeless Assistance Programs section of the NOFA, which is located at http://archives.hud.gov/funding/2010.grpcoc.cfm . The term "Application" means the application submission on the basis of which HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions, on the basis of which HUD approved a grant. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

If the Recipient is a State or other governmental entity required to assume environmental responsibility, it agrees that no costs to be paid or reimbursed with grant funds will be incurred before the completion of such responsibilities and HUD approval of any required Request for Release of Funds.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

If, in the application, the Recipient indicated that activities in any project will be carried out in an Empowerment Zone, an Enterprise Community, or an Enhanced Enterprise Community, as designated by HUD or the Department of Agriculture, the Recipient agrees to give priority placement in that project to eligible persons whose last known address was within the designated EZ/EC area or who are homeless persons living on the streets or in shelters within the designated areas.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No change may be made to the project nor any right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

> HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

For any project receiving funds for acquisition, construction or rehabilitation, the following applies:

The Recipient is required to execute and file for record a deed restriction, covenant running with the land or similar arrangement that will assure to HUD's satisfaction, compliance with the twenty-year term of commitment and a lien against the property, in a form to be approved by HUD, to secure HUD's interest in the repayment of the grant.

If the Recipient and/or subrecipient wishes to sell or otherwise dispose of the assisted real property, they must request and receive written approval from the Department to dispose of the real property, advertise that disposition conditions apply to the assisted property, and abide by any other terms or conditions prescribed by HUD in the approval letter.

For projects involving acquisition, compliance with the recording requirement must be documented before release of any funds other than acquisition funds. For projects involving new construction or rehabilitation activities, compliance must be documented prior to the first release of federal funds. Evidence will be an original, executed document, in a form satisfactory to HUD, accompanied by a recording receipt. Upon completion of recordation, Recipient will provide HUD with an original, executed, recorded document.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment B provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

(a) direct the Recipient to submit progress schedules for completing approved activities; or

(b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or

(c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or

(d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or

(e) reduce or recapture the grant; or

(f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or

(g) continue the grant with a substitute Recipient of HUD's choosing; or

(h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20-year period from the date of initial occupancy.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to 2 CFR Part 25 (final guidance entitled Financial Assistance Use of Universal Identifier and Central Contractor Registration, published September 14, 2010 at 75 FR 55671) and Appendix A to 2 CFR Part 170 (interim final guidance entitled Requirements for Federal Funding Accountability and Transparency Act Implementation, published September 14, 2010 at 75 FR 55663).

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another without the prior written approval of HUD. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

____
Signature and Date

____
Print name of signatory

____
Title

RECIPIENT

____
Name of Organization

By:
____
Authorized Signature and Date

____
Print name of signatory

____
Title

ATTACHMENT A

1. The Recipient is City of Woodland.

2. HUD's total fund obligation for this project is $46,240, which shall be allocated as follows:

a. Acquisition	$0
b. New construction	$0
c. Rehabilitation	$0
d. Leasing	$25,248
e. Supportive services	$10,000
f. Operating costs	$8,986
g. HMIS	$0
h. Administration	$2,006

3. Although this agreement will become effective only upon the execution hereof by both parties, the term of this agreement shall run for a period of 24 months, unless the grant includes funds for acquisition, construction or rehabilitation, in which case the term of this grant agreement shall run for a period of 27 months.

ATTACHMENT B

PART 583-SUPPORTIVE HOUSING PROGRAM

Subpart A-General

Sec.

Subpart B-Assistance Provided

Subpart C-Application and Grant Award Process

Subpart D-Program Requirements

Subpart E-Administration

AUTHORITY: 42 U.S.C. 11389 and 3535(d).

SOURCE: 58 FR 13871, Mar. 15, 1993, unless otherwise noted.

Subpart A-General

§ 583.1 Purpose and scope.

(a) General. The Supportive Housing Program is authorized by title IV of the Stewart B. McKinney Homeless Assistance Act (the McKinney Act) (42 U.S.C. 11381-11389). The Supportive Housing program is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) Components. Funds under this part may be used for:

(1) Transitional housing to facilitate the movement of homeless individuals and families to permanent housing;

(2) Permanent housing that provides long-term housing for homeless persons with disabilities;

(3) Housing that is, or is part of, a particularly innovative project for, or alternative methods of, meeting the immediate and long-term needs of homeless persons; or

(4) Supportive services for homeless persons not provided in conjunction with supportive housing.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 51175, Sept. 30, 1996]

§ 583.5 Definitions.

As used in this part:

Applicant is defined in section 422(1) of the McKinney Act (42 U.S.C. 11382(1)). For purposes of this definition, governmental entities include those that have general governmental powers (such as a city or county), as well as those that have limited or special powers (such as public housing agencies).

Consolidated plan means the plan that a jurisdiction prepares and submits to HUD in accordance with 24 CFR part 91.

Date of initial occupancy means the date that the supportive housing is initially occupied by a homeless person for whom HUD provides assistance under this part. If the assistance is for an existing homeless facility, the date of initial occupancy is the date that services are first provided to the residents of supportive housing with funding under this part.

Date of initial service provision means the date that supportive services are initially provided with funds under this part to homeless persons who do not reside in supportive housing. This definition applies only to projects funded under this part that do not provide supportive housing.

Disability is defined in section 422(2) of the McKinney Act (42 U.S.C. 11382(2)).

Homeless person means an individual or family that is described in section 103 of the McKinney Act (42 U.S.C.11302).

Metropolitan city is defined in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)). In general, metropolitan cities are those cities that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

New construction means the building of a structure where none existed or an addition to an existing structure that increases the floor area by more than 100 percent.

Operating costs is defined in section 422(5) of the McKinney Act (42 U.S.C.11382(5)).

Outpatient health services is defined in section 422(6) of the McKinney Act (42 U.S.C. 11382(6)).

Permanent housing for homeless persons with disabilities is defined in section 424(c) of the McKinney Act (42 U.S.C.11384(c)).

Private nonprofit organization is defined in section 422(7) (A), (B), and (D) of the McKinney Act (42 U.S.C. 11382(7) (A), (B), and (D)). The organization must also have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or designate an entity that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles.

Project is defined in sections 422(8) and 424(d) of the McKinney Act (42U.S.C. 11382(8), 11384(d)).

Recipient is defined in section 422(9) of the McKinney Act (42 U.S.C. 11382(9)).

Rehabilitation means the improvement or repair of an existing structure or an addition to an existing structure that does not increase the floor area by more than 100 percent. Rehabilitation does not include minor or routine repairs.

State is defined in section 422(11) of the McKinney Act (42 U.S.C. 11382(11)).

Supportive housing is defined in section 424(a) of the McKinney Act (42U.S.C. 11384(a)).

Supportive services is defined in section 425 of the McKinney Act (42 U.S.C.11385).

Transitional housing is defined in section 424(b) of the McKinney Act (42 U.S.C. 11384(b)). See also § 583.300(j).

Tribe is defined in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Urban county is defined in section 102(a)(6) of the Housing and Community Development Act of 1974 (42 U.S.C.5302(a)(6)). In general, urban counties are those counties that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

[61 FR 51175, Sept. 30, 1996]

Subpart B-Assistance Provided

§ 583.100 Types and uses of assistance.

(a) Grant assistance. Assistance in the form of grants is available for acquisition of structures, rehabilitation of structures, acquisition and rehabilitation of structures, new construction, leasing, operating costs for supportive housing, and supportive services, as described in §§ 583.105 through 583.125. Applicants may apply for more than one type of assistance.

(b) Uses of grant assistance. Grant assistance may be used to:

(1) Establish new supportive housing facilities or new facilities to provide supportive services;

(2) Expand existing facilities in order to increase the number of homeless persons served;

(3) Bring existing facilities up to a level that meets State and local government health and safety standards;

(4) Provide additional supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;

(5) Purchase HUD-owned single family properties currently leased by the applicant for use as a homeless facility under 24 CFR part 291; and

(6) Continue funding supportive housing where the recipient has received funding under this part for leasing, supportive services, or operating costs.

(c) Structures used for multiple purposes. Structures used to provide supportive housing or supportive services may also be used for other purposes, except that assistance under this part will be available only in proportion to the use of the structure for supportive housing or supportive services.

(d) Technical assistance. HUD may offer technical assistance, as described in § 583.140.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36891, July 19, 1994]

§ 583.105 Grants for acquisition and rehabilitation.

(a) Use. HUD will grant funds to recipients to:

(1) Pay a portion of the cost of the acquisition of real property selected by the recipients for use in the provision of supportive housing or supportive services, including the repayment of any outstanding debt on a loan made to purchase property that has not been used previously as supportive housing or for supportive services;

(2) Pay a portion of the cost of rehabilitation of structures, including cost-effective energy measures, selected by the recipients to provide supportive housing or supportive services; or

(3) Pay a portion of the cost of acquisition and rehabilitation of structures, as described in paragraphs (a)(1) and (2) of this section.

(b) Amount. The maximum grant available for acquisition, rehabilitation, or acquisition and rehabilitation is the lower of:

(1) $200,000; or

(2) The total cost of the acquisition, rehabilitation, or acquisition and rehabilitation minus the applicant's contribution toward the cost.

(c) Increased amounts. In areas determined by HUD to have high acquisition and rehabilitation costs, grants of more than $200,000, but not more than $400,000, may be available.

§ 583.110 Grants for new construction.

(a) Use. HUD will grant funds to recipients to pay a portion of the cost of new construction, including cost-effective energy measures and the cost of land associated with that construction, for use in the provision of supportive housing. If the grant funds are used for new construction, the applicant must demonstrate that the costs associated with new construction are substantially less than the costs associated with rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs associated with rehabilitation or new construction may include the cost of real property acquisition.

(b) Amount. The maximum grant available for new construction is the lower of:

(1) $400,000; or

(2) The total cost of the new construction, including the cost of land associated with that construction, minus the applicant's contribution toward the cost of same.

§ 583.115 Grants for leasing.

(a) General. HUD will provide grants to pay (as described in § 583.130 of this part) for the actual costs of leasing a structure or structures, or portions thereof, used to provide supportive housing or supportive services for up to five years.

(b)(1) Leasing structures. Where grants are used to pay rent for all or part of structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable space.

(2) Leasing individual units. Where grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged by the same owner for comparable unassisted units, and the portion of rents paid with grant funds may not exceed HUD-determined fair market rents. Recipients may use grant funds in an amount up to one month's rent to pay the non-recipient landlord for any damages to leased units by homeless participants.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36891, July 19, 1994]

§ 583.120 Grants for supportive services costs.

(a) General. HUD will provide grants to pay (as described in § 583.130 of this part) for the actual costs of supportive services for homeless persons for up to five years. All or part of the supportive services may be provided directly by the recipient or by arrangement with public or private service providers.

(b) Supportive services costs. Costs associated with providing supportive services include salaries paid to providers of supportive services and any other costs directly associated with providing such services. For a transitional housing project, supportive services costs also include the costs of services provided to former residents of transitional housing to assist their adjustment to independent living. Such services may be provided for up to six months after they leave the transitional housing facility.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36891, July 19, 1994]

§ 583.125 Grants for operating costs.

(a) General. HUD will provide grants to pay a portion (as described in § 583.130) of the actual operating costs of supportive housing for up to five years.

(b) Operating costs. Operating costs are those associated with the day-to-day operation of the supportive housing. They also include the actual expenses that a recipient incurs for conducting on-going assessments of the supportive services needed by residents and the availability of such services; relocation assistance under § 583.310, including payments and services; and insurance.

(c) Recipient match requirement for operating costs. Assistance for operating costs will be available for up to 75 percent of the total cost in each year of the grant term. The recipient must pay the percentage of the actual operating costs not funded by HUD. At the end of each operating year, the recipient must demonstrate that it has met its match requirement of the costs for that year.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 51175, Sept. 30, 1996; 65 FR 30823, May 12, 2000]

§ 583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.

Upon execution of a grant agreement covering assistance for leasing, supportive services, or operating costs, HUD will obligate amounts for a period not to exceed five operating years. The total amount obligated will be equal to an amount necessary for the specified years of operation, less the recipient's share of operating costs.

(Approved by the Office of Management and Budget under OMB control number 2506-0112)
[59 FR 36891, July 19, 1994]

§ 583.135 Administrative costs.

(a) General. Up to five percent of any grant awarded under this part may be used for the purpose of paying costs of administering the assistance.

(b) Administrative costs. Administrative costs include the costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs. They do not include the costs of carrying out eligible activities under §§ 583.105 through 583.125.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 51175, Sept. 30, 1996]

§ 583.140 Technical assistance.

(a) General. HUD may set aside funds annually to provide technical assistance, either directly by HUD staff or indirectly through third-party providers, for any supportive housing project. This technical assistance is for the purpose of promoting the development of supportive housing and supportive services as part of a continuum of care approach, including innovative approaches to assist homeless persons in the transition from homelessness, and promoting the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) Uses of technical assistance. HUD may use these funds to provide technical assistance to prospective applicants, applicants, recipients, or other providers of supportive housing or services for homeless persons, for supportive housing projects. The assistance may include, but is not limited to, written information such as papers, monographs, manuals, guides, and brochures; person-to-person exchanges; and training and related costs.

(c) Selection of providers. From time to time, as HUD determines the need, HUD may advertise and competitively select providers to deliver technical assistance. HUD may enter into contracts, grants, or cooperative agreements, when necessary, to implement the technical assistance.

[59 FR 36892, July 19, 1994]

§ 583.145 Matching requirements.

(a) General. The recipient must match the funds provided by HUD for grants for acquisition, rehabilitation, and new construction with an equal amount of funds from other sources.

(b) Cash resources. The matching funds must be cash resources provided to the project by one or more of the following: the recipient, the Federal government, State and local governments, and private resources, in accordance with 42 U.S.C. 11386. This statute provides that a recipient may use funds from any source, including any other Federal source (but excluding the specific statutory subtitle from which Supportive Housing Program funds are provided), as well as State, local, and private sources, provided that funds from the other source are not statutorily prohibited to be used as a match. It is the responsibility of the recipient to ensure that any funds used to satisfy the matching requirements of this section are eligible under the laws governing the funds to be used as matching funds for a grant awarded under this program.

(c) Maintenance of effort. State or local government funds used in the matching contribution are subject to the maintenance of effort requirements described at § 583.150(a).

[58 FR 13871, Mar. 15, 1993, as amended at 73 FR 75326, Dec. 11, 2008]

§ 583.150 Limitations on use of assistance.

(a) Maintenance of effort. No assistance provided under this part (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds previously used, or designated for use, to assist homeless persons.

(b) Faith-based activities. (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Supportive Housing Program. Neither the Federal government nor a State or local government receiving funds under Supportive Housing programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the Supportive Housing Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the Supportive Housing Program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Supportive Housing Program funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Supportive Housing Program-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a Supportive Housing Program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the Supportive Housing Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, program funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Supportive Housing Program funds in this part. Sanctuaries, chapels, or other rooms that a Supportive Housing Program-funded religious congregation uses as its principal place of worship, however, are ineligible for Supportive Housing Program-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

(c) Participant control of site. Where an applicant does not propose to have control of a site or sites but rather proposes to assist a homeless family or individual in obtaining a lease, which may include assistance with rent payments and receiving supportive services, after which time the family or individual remains in the same housing without further assistance under this part, that applicant may not request assistance for acquisition, rehabilitation, or new construction.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1993; 68 FR 56407, Sept. 30, 2003]

§ 583.155 Consolidated plan.

(a) Applicants that are States or units of general local government. The applicant must have a HUD-approved complete or abbreviated consolidated plan, in accordance with 24 CFR part 91, and must submit a certification that the application for funding is consistent with the HUD-approved consolidated plan. Funded applicants must certify in a grant agreement that they are following the HUD-approved consolidated plan.

(b) Applicants that are not States or units of general local government. The applicant must submit a certification by the jurisdiction in which the proposed project will be located that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made by the unit of general local government or the State, in accordance with the consistency certification provisions of the consolidated plan regulations, 24 CFR part 91, subpart F.

(c) Indian tribes and the Insular Areas of Guam, the U.S. Virgin Islands, American Samoa, and the Northern Mariana Islands. These entities are not required to have a consolidated plan or to make consolidated plan certifications. An application by an Indian tribe or other applicant for a project that will be located on a reservation of an Indian tribe will not require a certification by the tribe or the State. However, where an Indian tribe is the applicant for a project that will not be located on a reservation, the requirement for a certification under paragraph (b) of this section will apply.

(d) Timing of consolidated plan certification submissions. Unless otherwise set forth in the NOFA, the required certification that the application for funding is consistent with the HUD-approved consolidated plan must be submitted by the funding application submission deadline announced in the NOFA.

[60 FR 16380, Mar. 30, 1995]

Subpart C-Application and Grant Award Process

§ 583.200 Application and grant award.

When funds are made available for assistance, HUD will publish a notice of funding availability (NOFA) in the FEDERAL REGISTER, in accordance with the requirements of 24 CFR part 4. HUD will review and screen applications in accordance with the requirements in section 426 of the McKinney Act (42 U.S.C. 11386) and the guidelines, rating criteria, and procedures published in the NOFA.

[61 FR 51176, Sept. 30, 1996]

§ 583.230 Environmental review.

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title prior to its approval of any conditionally selected applications for Fiscal Year 2000 and prior years that were received directly from private nonprofit entities and governmental entities with special or limited purpose powers. For activities under a grant that generally would be subject to review under part 58, HUD may make a finding in accordance with § 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient objects in writing to the responsible entity's performing the review under part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in § 58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved or HUD has performed an environmental review under part 50 and the recipient has received HUD approval of the property. HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

[68 FR 56131, Sept. 29, 2003]

§ 583.235 Renewal grants.

(a) General. Grants made under this part, and grants made under subtitles C and D (the Supportive Housing Demonstration and SAFAH, respectively) of the Stewart B. McKinney Homeless Assistance Act as in effect before October 28, 1992, may be renewed on a noncompetitive basis to continue ongoing leasing, operations, and supportive services for additional years beyond the initial funding period. To be considered for renewal funding for leasing, operating costs, or supportive services, recipients must submit a request for such funding in the form specified by HUD, must meet the requirements of this part, and must submit requests within the time period established by HUD.

(b) Assistance available. The first renewal will be for a period of time not to exceed the difference between the end of the initial funding period and ten years from the date of initial occupancy or the date of initial service provision, as applicable. Any subsequent renewal will be for a period of time not to exceed five years. Assistance during each year of the renewal period, subject to maintenance of effort requirements under § 583.150(a) may be for:

(1) Up to 50 percent of the actual operating and leasing costs in the final year of the initial funding period;

(2) Up to the amount of HUD assistance for supportive services in the final year of the initial funding period; and

(3) An allowance for cost increases.

(c) HUD review. (1) HUD will review the request for renewal and will evaluate the recipient's performance in previous years against the plans and goals established in the initial application for assistance, as amended. HUD will approve the request for renewal unless the recipient proposes to serve a population that is not homeless, or the recipient has not shown adequate progress as evidenced by an unacceptably slow expenditure of funds, or the recipient has been unsuccessful in assisting participants in achieving and maintaining independent living. In determining the recipient's success in assisting participants to achieve and maintain independent living, consideration will be given to the level and type of problems of participants. For recipients with a poor record of success, HUD will also consider the recipient's willingness to accept technical assistance and to make changes suggested by technical assistance providers. Other factors which will affect HUD's decision to approve a renewal request include the following: a continuing history of inadequate financial management accounting practices, indications of mismanagement on the part of the recipient, a drastic reduction in the population served by the recipient, program changes made by the recipient without prior HUD approval, and loss of project site.

(2) HUD reserves the right to reject a request from any organization with an outstanding obligation to HUD that is in arrears or for which a payment schedule has not been agreed to, or whose response to an audit finding is overdue or unsatisfactory.

(3) HUD will notify the recipient in writing that the request has been approved or disapproved.

(Approved by the Office of Management and Budget under control number 2506-0112)

Subpart D-Program Requirements

§ 583.300 General operation.

(a) State and local requirements. Each recipient of assistance under this part must provide housing or services that are in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the project is located regarding the condition of the structure and the operation of the housing or services.

(b) Habitability standards. Except for such variations as are proposed by the recipient and approved by HUD, supportive housing must meet the following requirements:

(1) Structure and materials. The structures must be structurally sound so as not to pose any threat to the health

and safety of the occupants and so as to protect the residents from the elements.

(2) Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(3) Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

(4) Interior air quality. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(5) Water supply. The water supply must be free from contamination.

(6) Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

(7) Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.

(8) Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

(9) Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(10) Sanitary condition. The housing and any equipment must be maintained in sanitary condition.

(11) Fire safety. (i) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

(ii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

(c) Meals. Each recipient of assistance under this part who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents.

(d) Ongoing assessment of supportive services. Each recipient of assistance under this part must conduct an ongoing assessment of the supportive services required by the residents of the project and the availability of such services, and make adjustments as appropriate.

(e) Residential supervision. Each recipient of assistance under this part must provide residential supervision as necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing. Residential supervision may include the employment of a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

(f) Participation of homeless persons. (1) Each recipient must provide for the participation of homeless persons as required in section 426(g) of the McKinney Act (42 U.S.C. 11386(g)). This requirement is waived if an applicant is unable to meet it and presents a plan for HUD approval to otherwise consult with homeless or formerly homeless persons in considering and making policies and decisions. See also § 583.330(e).

(2) Each recipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the project and

in providing supportive services for the project.

(g) Records and reports. Each recipient of assistance under this part must keep any records and make any reports (including those pertaining to race, ethnicity, gender, and disability status data) that HUD may require within the timeframe required.

(h) Confidentiality. Each recipient that provides family violence prevention or treatment services must develop and implement procedures to ensure:

(1) The confidentiality of records pertaining to any individual services; and

(2) That the address or location of any project assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the project.

(i) Termination of housing assistance. The recipient may terminate assistance to a participant who violates program requirements. Recipients should terminate assistance only in the most severe cases. Recipients may resume assistance to a participant whose assistance was previously terminated. In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

(1) Written notice to the participant containing a clear statement of the reasons for termination;

(2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(3) Prompt written notice of the final decision to the participant.

(j) Limitation of stay in transitional housing. A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing for the individual or family has not been located or if the individual or family requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the homeless individuals or families remain in that project longer than 24 months.

(k) Outpatient health services. Outpatient health services provided by the recipient must be approved as appropriate by HUD and the Department of Health and Human Services (HHS). Upon receipt of an application that proposes the provision of outpatient health services, HUD will consult with HHS with respect to the appropriateness of the proposed services.

(l) Annual assurances. Recipients who receive assistance only for leasing, operating costs or supportive services costs must provide an annual assurance for each year such assistance is received that the project will be operated for the purpose specified in the application.

(Approved by the Office of Management and Budget under control number 2506-0112)

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1994; 61 FR 51176, Sept. 30, 1996]

§ 583.305 Term of commitment; repayment of grants; prevention of undue benefits.

(a) Term of commitment and conversion. Recipients must agree to operate the housing or provide supportive services in accordance with this part and with sections 423 (b)(1) and (b)(3) of the McKinney Act (42 U.S.C. 11383(b)(1), 11383(b)(3)).

(b) Repayment of grant and prevention of undue benefits. In accordance with section 423(c) of the McKinney Act (42 U.S.C. 11383(c)), HUD will require recipients to repay the grant unless HUD has authorized conversion of the project under section 423(b)(3) of the McKinney Act (42 U.S.C. 11383(b)(3)).

[61 FR 51176, Sept. 30, 1996]

§ 583.310 Displacement, relocation, and acquisition.

(a) Minimizing displacement. Consistent with the other goals and objectives of this part, recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.

(b) Relocation assistance for displaced persons. A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) Real property acquisition requirements. The acquisition of real property for supportive housing is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) Responsibility of recipient. (1) The recipient must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.

(3) The recipient must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

(e) Appeals. A person who disagrees with the recipient's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient. A low-income person who is dissatisfied with the recipient's determination on his or her appeal may submit a written request for review of that determination to the HUD field office.

(f) Definition of displaced person. (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property permanently as a direct result of acquisition, rehabilitation, or demolition for supportive housing projects assisted under this part. The term "displaced person" includes, but may not be limited to:

(i) A person that moves permanently from the real property after the property owner (or person in control of the site) issues a vacate notice, or refuses to renew an expiring lease in order to evade the responsibility to provide relocation assistance, if the move occurs on or after the date the recipient submits to HUD the application or application amendment designating the project site.

(ii) Any person, including a person who moves before the date described in paragraph (f)(1)(i) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project.

(iii) A tenant-occupant of a dwelling unit who moves permanently from the building/complex on or after the date of the "initiation of negotiations" (see paragraph (g) of this section) if the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/ complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions must include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(A) The tenant's monthly rent before the nitiation of negotiations and estimated average utility costs, or income. If the initial rent is at or near the maximum, there must be a reasonable basis for concluding at the time the project is initiated that future rent increases will be modest.

(iv) A tenant of a dwelling who is required to relocate temporarily, but does not return to the building/complex, if either:

(A) A tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(B) Other conditions of the temporary relocation are not reasonable.

(v) A tenant of a dwelling who moves from the building/complex permanently after he or she has been required to move to another unit in the same building/complex, if either:

(A) The tenant is not offered reimbursement for all reasonable out-of pocket expenses incurred in connection with the move; or (B) Other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a ''displaced person'' (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local or tribal law, or other good cause, and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a ''displaced person'' (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The recipient may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) Definition of initiation of negotiations. For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term ''initiation of negotiations'' means the execution of the agreement between the recipient and HUD.

(h) Definition of project. For purposes of this section, the term "project" means an undertaking paid for in whole or in part with assistance under this part. Two or more activities that are integrally related, each essential to the others, are considered a single project, whether or not all component activities receive assistance under this part.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1994]

§ 583.315 Resident rent.

(a) Calculation of resident rent. Each resident of supportive housing may be required to pay as rent an amount determined by the recipient which may not exceed the highest of:

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses and child care expenses). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for persons with disabilities, the calculation of the family's monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;

(2) 10 percent of the family's monthly gross income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(b) Use of rent. Resident rent may be used in the operation of the project or may be reserved, in whole or in part, to assist residents of transitional housing in moving to permanent housing.

(c) Fees. In addition to resident rent, recipients may charge residents reasonable fees for services not paid with grant funds.

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 36892, July 19, 1994; 66 FR 6225, Jan. 19, 2001]

§ 583.320 Site control.

(a) Site control. (1) Where grant funds will be used for acquisition, rehabilitation, or new construction to provide supportive housing or supportive services, or where grant funds will be used for operating costs of supportive housing, or where grant funds will be used to provide supportive services except where an applicant will provide services at sites not operated by the applicant, an applicant must demonstrate site control before HUD will execute a grant agreement (e.g., through a deed, lease, executed contract of sale). If such site control is not demonstrated within one year after initial notification of the award of assistance under this part, the grant will be deobligated as provided in paragraph (c) of this section.

(2) Where grant funds will be used to lease all or part of a structure to provide supportive housing or supportive services, or where grant funds will be used to lease individual housing units for homeless persons who will eventually control the units, site control need not be demonstrated.

(b) Site change. (1) A recipient may obtain ownership or control of a suitable site different from the one specified in its application. Retention of an assistance award is subject to the new site's meeting all requirements under this part for suitable sites.

(2) If the acquisition, rehabilitation, acquisition and rehabilitation, or new construction costs for the substitute site are greater than the amount of the grant awarded for the site specified in the application, the recipient must provide for all additional costs. If the recipient is unable to demonstrate to HUD that it is able to provide for the difference in costs, HUD may deobligate the award of assistance.

(c) Failure to obtain site control within one year. HUD will recapture or deobligate any award for assistance under this part if the recipient is not in control of a suitable site before the expiration of one year after initial notification of an award.

§ 583.325 Nondiscrimination and equal opportunity requirements.

(a) General. Notwithstanding the permissibility of proposals that serve designated populations of disabled homeless persons, recipients serving a designated population of disabled homeless persons are required, within the designated population, to comply with these requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status, and disability.

(b) Nondiscrimination and equal opportunity requirements. The nondiscrimination and equal opportunity requirements set forth at part 5 of this title apply to this program. The Indian Civil Rights Act (25 U.S.C. 1301 et seq.) applies to tribes when they exercise their powers of self-government, and to Indian housing authorities (IHAs) when established by the exercise of such powers. When an IHA is established under State law, the applicability of the Indian Civil Rights Act will be determined on a case-by-case basis. Projects subject to the Indian Civil Rights Act must be developed and operated in compliance with its provisions and all implementing HUD requirements, instead of title VI and the Fair Housing Act and their implementing regulations.

(c) Procedures. (1) If the procedures that the recipient intends to use to make known the availability of the supportive housing are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for admission to the housing, the recipient must establish additional procedures that will ensure that such persons can obtain information concerning availability of the housing.

(2) The recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

(d) Accessibility requirements. The recipient must comply with the new construction accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, and the reasonable accommodation and rehabilitation accessibility requirements of section 504 as follows:

(1) All new construction must meet the accessibility requirements of 24

CFR 8.22 and, as applicable, 24 CFR 100.205.

(2) Projects in which costs of rehabilitation are 75 percent or more of the replacement cost of the building must meet the requirements of 24 CFR 8.23(a). Other rehabilitation must meet the requirements of 24 CFR 8.23(b).

[58 FR 13871, Mar. 15, 1993, as amended at 59 FR 33894, June 30, 1994; 61 FR 5210, Feb. 9, 1996; 61 FR 51176, Sept. 30, 1996]

§ 583.330 Applicability of other Federal requirements.

In addition to the requirements set forth in 24 CFR part 5, use of assistance provided under this part must comply with the following Federal requirements:

(a) Flood insurance. (1) The Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128) prohibits the approval of applications for assistance for acquisition or construction (including rehabilitation) for supportive housing located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(i) The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than a year has passed since FEMA notification regarding such hazards; and

(ii) Flood insurance is obtained as a condition of approval of the application.

(2) Applicants with supportive housing located in an area identified by FEMA as having special flood hazards and receiving assistance for acquisition or construction (including rehabilitation) are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

(b) The Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 et seq.) may apply to proposals under this part, depending on the assistance requested.

(c) Applicability of OMB Circulars. The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contracts and Other Agreements with State and Local Governments) and 24 CFR part 85 apply to the award, acceptance, and use of assistance under the program by governmental entities, and OMB circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) and A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions) apply to the acceptance and use of assistance by private nonprofit organizations, except where inconsistent with the provisions of the McKinney Act, other Federal statutes, or this part. (Copies of OMB Circulars may be obtained from E.O.P. Publications, room 2200, New Executive Office Building, Washington, DC 20503, telephone (202) 395-7332. (This is not a toll-free number.) There is a limit of two free copies.

(d) Lead-based paint. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead- Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title apply to activities under this program.

(e) Conflicts of interest. (1) In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decisionmaking under § 583.300(f) does not constitute a conflict of interest.

(2) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (e)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the program and the effective and efficient administration of the recipient's

project. An exception may be considered only after the recipient has provided the following:

(i) For States and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) For all recipients, an opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(3) In determining whether to grant a requested exception after the recipient has satisfactorily met the requirement of paragraph (e)(2) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;

(ii) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(iv) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (e)(1) of this section;

(v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vi) Any other relevant considerations.

(f) Audit. The financial management systems used by recipients under this program must provide for audits in accordance with 24 CFR part 44 or part 45, as applicable. HUD may perform or require additional audits as it finds necessary or appropriate.

(g) Davis-Bacon Act. The provisions of the Davis-Bacon Act do not apply to this program.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 5211, Feb. 9, 1996; 64 FR 50226, Sept. 15, 1999]

Subpart E-Administration

§ 583.400 Grant agreement.

(a) General. The duty to provide supportive housing or supportive services in accordance with the requirements of this part will be incorporated in a grant agreement executed by HUD and the recipient.

(b) Enforcement. HUD will enforce the obligations in the grant agreement through such action as may be appropriate, including repayment of funds that have already been disbursed to the recipient.

§ 583.405 Program changes.

(a) HUD approval. (1) A recipient may not make any significant changes to an approved program without prior HUD approval. Significant changes include, but are not limited to, a change in the recipient, a change in the project site, additions or deletions in the types of activities listed in § 583.100 of this part approved for the program or a shift of more than 10 percent of funds from one approved type of activity to another, and a change in the category of participants to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the consolidated plan (see § 583.155).

(2) Approval for changes is contingent upon the application ranking remaining high enough after the approved change to have been competitively selected for funding in the year the application was selected.

(b) Documentation of other changes. Any changes to an approved program that do not require prior HUD approval must be fully documented in the recipient's records.

[58 FR 13871, Mar. 15, 1993, as amended at 61 FR 51176, Sept. 30, 1996]

§ 583.410 Obligation and deobligation of funds.

(a) Obligation of funds. When HUD and the applicant execute a grant agreement, funds are obligated to cover the amount of the approved assistance under subpart B of this part. The recipient will be expected to carry out the supportive housing or supportive services activities as proposed in the application.

(b) Increases. After the initial obligation of funds, HUD will not make revisions to increase the amount obligated.

(c) Deobligation. (1) HUD may deobligate all or parts of grants for acquisition, rehabilitation, acquisition and rehabilitation, or new construction:

(i) If the actual total cost of acquisition, rehabilitation, acquisition and rehabilitation, or new construction is less than the total cost anticipated in the application; or

(ii) If proposed activities for which funding was approved are not begun within three months or residents do not begin to occupy the facility within nine months after grant execution.

(2) HUD may deobligate the amounts for annual leasing costs, operating costs or supportive services in any year:

(i) If the actual leasing costs, operating costs or supportive services for that year are less than the total cost anticipated in the application; or

(ii) If the proposed supportive housing operations are not begun within three months after the units are available for occupancy.

(3) The grant agreement may set forth in detail other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(4) HUD may:

(i) Readvertise the availability of funds that have been deobligated under this section in a notice of fund availability under § 583.200, or

(ii) Award deobligated funds to applications previously submitted in response to the most recently published notice of fund availability, and in accordance with subpart C of this part.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

PERMANENT SUPPORTIVE HOUSING PROGRAM

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(PERMANENT SUPPORTIVE HOUSING PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this ___ (   ) day of May, 2012 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2012-2013 (but PY 2010).

B. SUBRECIPIENT proposes to provide the following scope of services for the Permanent Supportive Housing Program components: supportive services, operating costs and leasing subsidy for families and individuals Site control has been secured at Skylark Apartments located 505 Community Lane, Woodland, Ca 95695. The clients of the program will be provided supportive services. The subrecipient's mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Ms. Leona Jull, Executive Director.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2012 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2012 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about April 28, 2011, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the McKinney-Vento Act homeless assistance competition.

F. WOODLAND and SUBRECIPIENT (jointly, the "Parties") desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of

Homeless Assistance Funds in consideration for SUBRECIPIENT's provision of certain services to WOODLAND and the community.

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

Section 1. Definitions.

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

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

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

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

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

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

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

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Supportive Housing Program.

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

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

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

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

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

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

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

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

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

"SUBRECIPIENT's Representative" means Ms. Leona Jull, Executive Director of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Forty-Six Thousand, Two Hundred Forty Dollars ($46,240) (less administrative costs of $2,006 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the

Grant Proceeds to provide Permanent Supportive Housing Program services for Families and Individuals in need of permanent housing assistance and associated programs as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of Forty-Four Thousand, Two Hundred Thirty Four dollars ($44,234) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Development Director.

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

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

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

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

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on May______, 2012 and shall run for a period of 24 months per the Grant Agreement unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

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

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

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

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

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

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

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

Section 5. Insurance and Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Terminate this Agreement.

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

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

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

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

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

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

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

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

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

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

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

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND:	City Clerk City of Woodland 300 First Street Woodland, California 95695 FAX No. (530) 661-5813
With copies to:	City of Woodland Economic Development 300 First Street Woodland, California 95695 FAX No. (530) 668-1127
If to SUBRECIPIENT:	Yolo Wayfarer Center P.O. Box 1248 Woodland, CA 95776

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

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

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

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

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

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

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

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

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

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

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

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

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

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

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Leona Jull
Executive Director

EXHIBIT A—SCOPE OF SERVICES

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

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

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

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

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

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the Permanent Supportive Housing Program components: Leasing, Supportive Services and Operating Costs for families and individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Forty-Six Thousand, Two Hundred Forty Dollars ($46,240), WOODLAND shall retain a total of Two Thousand Six Dollars ($2,006) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program components (leasing, supportive services and associated operating costs) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Permanent Supportive Housing Program shall not exceed the total grant amount of Forty-Six Thousand, Two Hundred Forty Dollars ($46,240) less City administrative costs of ($2,006) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented an measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

i. Abide by the terms of the statement; and

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

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

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

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

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

A. SUBRECIPIENT has made false certification under Section 26.1;

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including leasing and associated supportive services at site of permanent residence for assisted families and individuals shall be performed within the term of this Agreement commencing on May, 2012 and terminating 24 months later.

EXHIBIT E—OPERATING BUDGET

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

	SHP Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	25,248		25,248
2 Supportive Services*	10,000	19,120	29,120
3. Operations**	8,986	6,960	15,946
4. HMIS ***			
5. SHP Request (subtotal lines 1 thru 4)	44,234		70,314
6. Administration (up to 5% of line 5)	2,006		2,006
7. Total SHP Request (total lines 5 and 6)	46,240		72,320

* By law, SHP can pay no more than 80% of the total supportive services budget.
** By law, SHP can pay no more than 75% of the total operating budget.
*** By law, SHP can pay no more than 5% of the total HMIS request.
+ Information provided by the Yolo Wayfarer Center administration

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 2.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 22, 2012

SUBJECT: City Hall Remodel, CIP 12-15; Approve Plans and Specifications, and Authorize Bid Advertisement

Report in Brief

The project will provide for consolidation of all Community Development Department (CDD) staff currently housed in City Hall, the annex buildings, and Municipal Services Center (MSC) into the space at City Hall. The project will improve the CDD Customer Service Area in the main City Hall Building and include ADA upgrades to the first and second floor lobby public restrooms and the first floor staff restrooms. These areas of City Hall were constructed in 1960 (first floor staff restroom) and remodeled or added in 1975 (all other areas). In order to expedite the award process, staff is recommending authorizing the City Manager award of the construction contract.

Staff recommends that the City Council approve the project design and bid package for the City Hall Remodel project, CIP 12-15, authorize bid advertisement and authorize City Manager award.

Background

In March of 2011, City Council received a status report on the City FY2011/12 Budget. The report included a summary recommendation for a restructuring plan intended to take advantage of the reduction in the City's workforce by consolidating departments and divisions. One of the recommendations of that report was to consolidate all engineering programs, including capital projects and utility engineering under one Engineering Division within CDD. The purpose of this recommendation was to achieve a long term fiscally stable and more sustainable engineering department.

In September of 2011, the Utility Engineering Division, previously within the Public Works Department, was formally merged with the CDD Engineering Division.

On February 12, 2012, City Council approved a project and funding concurrently with review and approval of the FY12 Mid-Year Operating Budget Adjustments to perform improvements for consolidation of all Community Development Department (CDD) staff into City Hall. Plans and Specifications have been prepared by Duane Thomson, Architect, to utilize and re-purpose existing space to accommodate the relocation of CDD staff, provide for improved customer service, and upgrade restroom facilities to comply with the Americans with Disabilities Act (ADA).

The ADA restroom remodel funding was approved by Council on April 17, 2012, Amendment 1 to Community Development Black Grant Action Plan. This funding will pay for two ADA public restroom remodels (100% for the first floor lobby restroom and 60% of the second floor lobby restroom). The Amendment is currently under review by HUD and must be approved prior to commencement of bidding for the funded work (lobby restrooms).

Discussion

In September of 2011, the Utility Engineering Division, previously within the Public Works Department, was formally merged with the CDD Engineering Division, in part to address these issues and to achieve a long term fiscally stable and sustainable engineering program. Bringing these Divisions together and relocating them into one unit will provide an opportunity to integrate plans, policies and programs more effectively as well as provide a better opportunity to assess work programs, staffing levels, and redundancies of each of the areas.

As part of the relocation into City Hall, a new customer service area in City Hall is being constructed in the area that once served as the Public Works Department service counter area. The customer service area in City Hall that once served CDD had been used as a conference room and is being converted into staff offices. For the customer service area, several partition walls will be removed and the area opened up to accommodate a large "L" shaped service counter area. This will provide for additional counter space as well as a larger waiting area. An existing office will also be converted to a small conference room for meetings with citizens seeking permits or making other applications.

The first and second floor lobby restrooms were last remodeled in 1975 and do not meet current ADA guidelines. They will be reconfigured to provide proper clearances and other features in order to meet current ADA requirements. About 80% of the restroom remodel cost is funded by Community Development Block Grant (CDBG) funds.

The first floor staff restrooms, adjacent to the customer service area, were constructed in 1960 and do not meet any ADA requirements. To achieve ADA compliance an adjacent storage/office space will be included in the floor area for the new restrooms.

In order to minimize impact to the public and keep a public restroom open at all times, the work will be performed in two phases. The first floor staff restroom (next to customer service area) and second floor lobby public restroom will be remodeled in the first phase. It is anticipated that this work will take about six to eight weeks. The goal is to remodel the customer service area and open it for staff and citizen use as soon as is practical.

The second phase work will involve remodeling the first floor lobby public restroom. This restroom work can commence as soon as the second floor restroom work is completed. This phase should take about six to eight weeks to complete.

Staff is currently working with HUD to review and approve the CDBG Amendment 1 for FY2011/12. The restroom work cannot start until HUD approves the CDBG Amendment. If the

HUD approval takes longer than anticipated, then the lobby restroom remodels will be bid separately.

The Plans and Specifications are available for review in the Community Development Department. For inquiries regarding project details, please contact CDD engineering staff at 661-5820.

Upon Council authorization, the project bids will be solicited after final review and approval of the Plans and Specifications by staff. It is anticipated that bids will be opened during June with a City Manager award soon after. Construction will commence within several weeks of contract award and will take about four months to complete.

Fiscal Impact

This project was funded from various programs approved in the FY 2012 operating programs, Capital Budget, and Amendment 1 to the City's annual CDBG program. The total budget is $216,020; which consists of $48,000 from Capital Fund, $10,500 from Sewer Enterprise Fund, $10,500 from Water Enterprise Fund, $59,372 from CDBG, $82,648 from General Fund, $5,000 from Information Systems Fund. The architect's estimate of construction cost is $160,000.

The difference between the total project budget and the engineer's estimate is the amount budgeted for design, construction management and construction contingency.

Public Contact

This item was posted on the City Council agenda.

Recommendation for Action

Staff recommends that the City Council approve the project design and bid package for the City Hall Remodel project, CIP 12-15, authorize bid advertisement and authorize City Manager award.

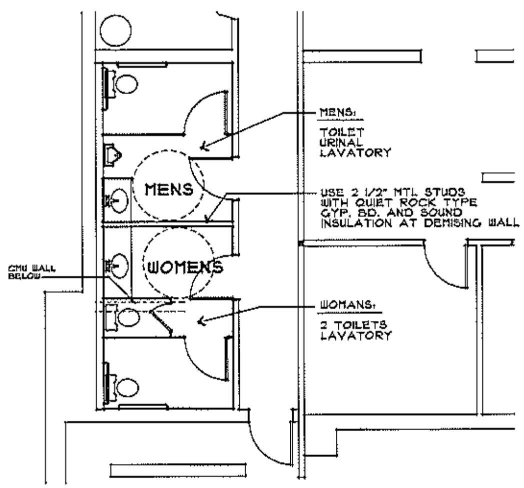
Prepared by: Michael Karoly, P.E.
Sr. Civil Engineer

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

Reviewed by: Nicholas J. Ponticello
CDD Director

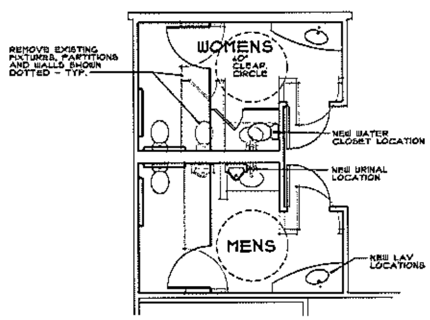
Paul Navazio
City Manager

Attachment: Floor Plan Exhibit



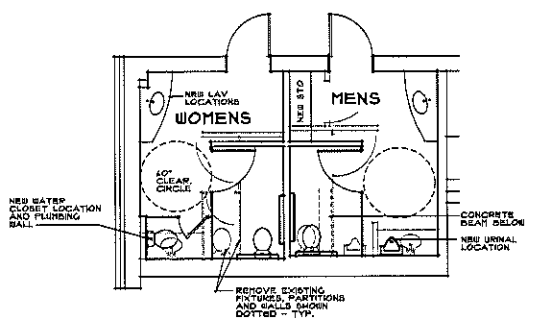
STAFF TOILETS ADA UPGRADE 1ST FLOOR

1/4"=1'-0"



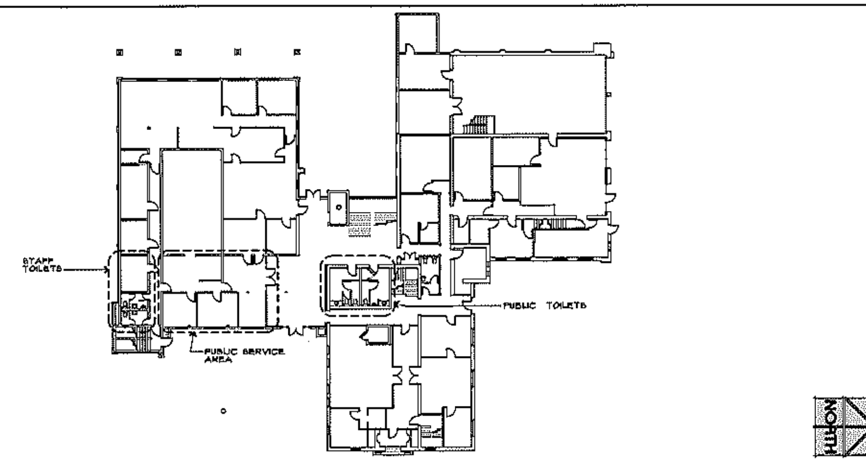
PUBLIC TOILETS ADA UPGRADE 2ND FLOOR

1/4"=1'-0"



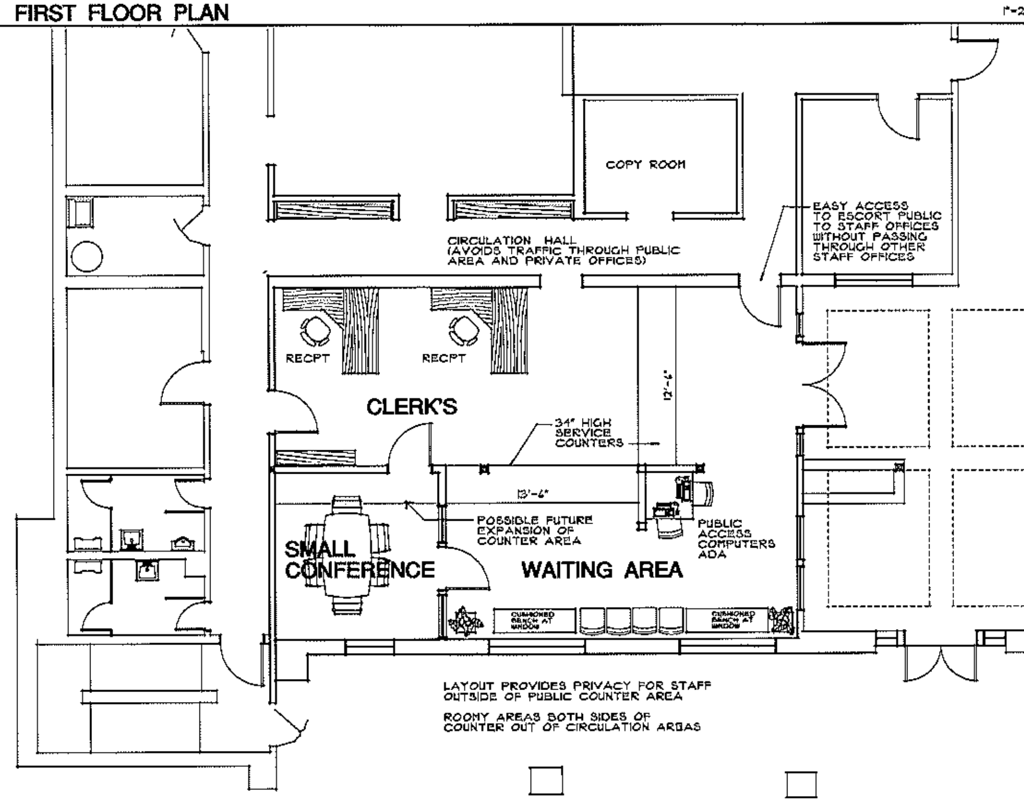
PUBLIC TOILETS ADA UPGRADE 1ST FLOOR

1/4"=1'-0"



FIRST FLOOR PLAN

1"=20'



PUBLIC SERVICE AREA / COUNTER STUDY

1/4"=1'-0"

THIS DRAWING IS NOT TO USED FOR CONSTRUCTION UNTIL SIGNED

DATE: 02-08-2012

REVISIONS

FIRST FLOOR PUBLIC SERVICE
COUNTER STUDY
AND ADA TOILET ROOM UPGRADES

CITY OF WOODLAND CITY HALL
PRELIMINARY DESIGN LAYOUTS
300 FIRST STREET, WOODLAND, CA

NOTE

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ON THIS SPECIFIC PROJECT ONLY.

Duane R. Thomsen AIA
ARCHITECT

A1

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
3.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: May 22, 2012

SUBJECT: Approval of the Visitor Attraction District (BID) Annual Assessment Report for Fiscal Year 2012-2013, Adoption of Resolution of Intention to Levy an Assessment for Improvements and Activities for Fiscal Year 2012-2013 within the Woodland Visitor Attraction District, and Scheduling of Public Hearing

Report in Brief

Staff recommends that the City Council take the following actions:

1. Approve the Visitor Attraction District Annual Assessment Report for FY 2012-2013;
2. Adopt a Resolution of Intention to Levy an Assessment for Improvements and Activities for Fiscal Year 2012-2013 within the Woodland Visitor Attraction District (BID); and
3. Schedule a public hearing for June 19, 2012 to consider any written or oral protests to the levy of the assessment.

Background

On July 6, 2004, the City Council unanimously supported the adoption of a Resolution of Intention to establish the Woodland Visitor Attraction District ("District") pursuant to the Parking and Business Improvement Area Law of 1989. On July 27, 2004, Council held a public hearing to approve Ordinance No. 1404 establishing the District. Ordinance No. 1404 authorized the levying of a 1% assessment on room occupancy, in addition to the Transient Occupancy Tax, upon all hotel/motels establishments in the City of Woodland.

A requirement of the Parking and Business Improvement Area Law of 1989 is that the assessment levy be renewed every fiscal year. In order to renew the assessment, the City Council needs to: (1) approve an assessment report; (2) adopt a resolution of intention; (3) conduct a public hearing; and (4) absent a majority protest, adopt a resolution confirming the assessment report.

The assessment is to be forwarded to the Yolo County Visitors Bureau (Visitors Bureau), which promotes tourism and visitor attraction. The Visitors Bureau, which is governed by a Board of Directors, is a non-profit entity. The Visitors Bureau is also supported by its partners-- the cities of Davis, Winters, and Woodland, as well as the University of California at Davis.

The hoteliers have remained supportive of the District since 2004 and the Woodland City Council has annually adopted the renewal of the District since its formation. The hoteliers remain supportive of the District and request that the City adopt its renewal for 2012-2013.

The hoteliers have voted to assess themselves in order to provide the Visitors' Bureau with funds to assist in increasing travel, tourism and overnight stays in Woodland. As required, all of the hotels in Woodland participate, representing a total of approximately 600 rooms. To date, the work that the Visitors' Bureau has done continues to be productive. The Assessment Report (annual report) (Attachment II) describes some of the activities and publications produced this year.

According to Meg Stallard, a Board member since the Visitors Bureau's inception, "A number of writers from the Bay Area Travel Writers association spent this last weekend in Yolo County, seeing the sights, tasting the food and wine – and I think being impressed by what they saw. Mayor Pimentel was able to welcome them at a lunch here in Woodland."

She went on to say, "I also think it is to Woodland's advantage that long-time community member Wayne Ginsburg is now the board president of YCVB. He brings a strong voice for Woodland to the board, I can assure you!" Her letter of support, along with others, is attached for your reference.

<u>Distribution of Media and Social Media</u>

- Facebook page: http://www.facebook.com/#!/pages/Yolo-County-Visitors-Bureau/296559800522 and twitter accounts are used to post events and information and help to support the businesses that are "friends" and "followers" of the social media pages.
- Mobile Phone Application-for smartphone users
- www.yolocvb.org or www.yolocvb.net –website was completely overhauled and redesigned in 2011
- In June 2012, the "jackrabbit hotel booking engine" will be launched-allowing visitors to make hotel reservations directly from the Visitors Bureau's website.
- Production/distribution of comprehensive guide; guide to wineries; Davis and Winters guides were updated in FY 11-12. Woodland guide to be updated in 12/13.

In the past year, media coverage has included:

- TV segments—15: outlets include: News 10, NBC Sacramento, Good Day Sacramento, KCRA, Fox 40, and Sac & Co.
- Website Articles or Event Listings—40: sites include: Cycling Examiner, LA times Travel Calendar, California Outdoors, and Weekend Adventures
- Website Third Party Listings: approximately 500
- Regional Magazine Articles or Event Listings—13: Publications include: Sunset, SacTown, Destination, RV Journal, Via, and Association News
- Newspaper Articles or Event Listings—75: Newspapers include: LA Times, Daily Democrat, Sacrament Bee, Modesto Bee, Vacaville Reporter, and the Contra Costa News

Woodland specific coverage included: Woodland Opera House Concert Series in Destination Magazine; Tomato Festival-Daily Democrat, Via Magazine, KCRA, Fox40; Gable Mansion Tour-

News10, Sac & Co; Chili Cook-off-Daily Democrat; Yolo County Fair-Destination Magazine; Annual Mill-In-News10, Sacramento Bee, Destination Magazine; Festival of Trees-Destination Magazine, LA Times online travel calendar, West Sacramento Press; Scottish Games-Destination Magazine; SSUSA Tournament-CW31.

The YCVB is working to expand its network of media contacts beyond the immediate region especially in the Bay Area.

Staff is recommending that Council provide direction to continue the process for the renewal of the annual 1% assessment of Visitor Attraction District. This process includes the approval of the Visitor Attraction District Assessment Report for Fiscal Year 2012-2013; adopt a Resolution of Intention to Levy an Assessment for Improvements and Activities for Fiscal Year 2012-2013 within the Woodland Visitor Attraction District; and schedule a public hearing to consider any written or oral protests to the levy of the assessment.

Discussion

Over this past year, the total 1% assessment collected exceeded FY09/10, the lowest assessment (of approximately $77,000) collected since the City has been active contributor of the Visitors Bureau through the 1% assessment dedication collected by the Woodland hotels. With the addition of the regularly scheduled "sporting events" (since 2008-2009) primarily held at the Community Center, the success of the above mentioned events Visitor's Bureau and city staff efforts to market the City and negotiate host hotel opportunities and the greater collaboration of the Woodland hotels, all parties are working to continue to increase annual TOT in Woodland. The annual contribution (2011 Q1-Q3 and 2012 Q11) to the YCVB was approximately $83,000.

Executive Director Alan Humason has been at lead for the Visitors Bureau since March 2011. He continues to implement a flexible, collaborative approach to the administration of the Visitors Bureau. The Board has increased from 9 to 12 with a greater representation of hotel establishments and recently, the Board voted on a new Chair, Wayne Ginsberg. The mission of the Visitors Bureau is to enhance the visitors' experience by facilitating the integration of the community and regional resources and assets. Wayne will certainly see to it that Woodland is represented over the next fiscal year. Board meetings rotate among the partner communities and regular updates are provided by city partners in a constant effort to work together and market Yolo County, and the Visitors Bureau has redirected its focus to local and regional marking.

In addition to the past year's activities, the Visitors Bureau has proposed the following additional activities to market Yolo County regionally. These updated operations also have and will continue to contribute to the success of the Visitors' Bureau:

- An updated website, please visit www.yolocvb.net
- A new sales director to help increase room stays at local hotels
- Expanded press coverage (which will soon increase with a new software purchase)

- Beginning of 'Destination Woodland' discussions with the Mayor, Woodland YCVB board members and YCVB Executive Director Alan Humason
- A new booking function on the YCVB website that allows for direct booking at local hotels
- Inclusion in a mobile phone app for the Central Valley

Goals for 2012-2013

- Increase collaborative efforts with hotels, museums, wineries and local venues
- Actively assist in planning of local events
- Increase Public Relations efforts
- Contests to increase fan-base
- Follow up on "Destination Woodland" meetings
- Implement "best practices"

Below is a list of some of the YCVB planned events and initiatives in Woodland for 2012-13:

- Stroll Through History
- Annual Woodland Tomato Festival
- Gable MansionTour-MayFest 2012
- Woodland Free Museum Day
- Yolo County Fair
- Woodland Festival of Trees
- Woodland Dynamite Chili Cook-off
- Scottish Games and Festival
- YoloArts Workshop and First Friday Art Walks

Fiscal Impact

The renewal of the one percent (1%) assessment (approximately $83,000) has minimal direct fiscal impact on the City. Hoteliers submit their 1% assessment to the City along with their ten percent (10%) Transient Occupancy Tax (TOT). City staff processes the 1% assessment as a "pass through" to the Visitor's Bureau. Annual staff costs for the pass through of funds are estimated to be approximately $1,500 and considered an in-kind contribution to the YCVB as part of the City's Economic Development Program in a continued effort to market Woodland and strengthen the city's economic viability.

Revenues received by the Visitors Bureau are primarily generated from the 1% assessment contributed from partner jurisdictions. The estimated overall budget is Additional services provided to partner cities is provided on a "fee for service" basis.

Public Contact

On May 10, 2012, staff discussed the 2012-2013 program with Alan Humason, YCVB Executive Director regarding YCVB completed activities and the proposed activities and marketing program for FY12-13.

The Notice of Public Hearing for the June 19, 2012 will be published in the Daily Democrat as well as sent to Woodland hoteliers.

Alternative Courses of Action

1. Approve the Visitor Attraction District Assessment Report for Fiscal Year 2012-2013; adopt a Resolution of Intention to Levy an Assessment for Improvements and Activities for Fiscal Year 2012-2013 within the Woodland Visitor Attraction District; and schedule a public hearing for June 19, 2012 to consider any written or oral protests to the levy of the assessment.

2. Cease further consideration of the renewal of the Visitor Attraction District.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Wendy Ross
Economic Dev. Manager

Paul Navazio
City Manager

Attachments:
1. Resolution of Intention
2. 2012/2013 Annual Assessment Report
3. Letters of support

RESOLUTION NO. _____

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO LEVY AN ASSESSMENT FOR IMPROVEMENTS AND ACTIVITIES FOR FISCAL YEAR 2012-2013 WITHIN THE WOODLAND VISITOR ATTRACTION DISTRICT

WHEREAS, the City of Woodland ("City") has the authority to levy assessments through a parking and business improvement area pursuant to the Parking and Business Improvement Area Law of 1989, California Streets & Highways Code section 36500 et seq.;

WHEREAS, on September 7, 2004, the City Council adopted Ordinance No. 1404 establishing a Woodland Visitor Attraction District ("District") and levying assessments;

WHEREAS, the District's area consists of the City in its entirety and is coextensive in its boundaries with the City;

WHEREAS, the mission of the District is to enrich the lives of the citizens by improving the economic resilience of existing Woodland businesses through promotion of cultural, athletic and educational events and programs that build upon the strengths of the region and the quality of community life;

WHEREAS, in order to levy an assessment for fiscal year 2012-2013, the City Council is required to approve an assessment report, adopt a resolution of intention, hold a public hearing and adopt a resolution confirming the report and adopting the assessment; and

WHEREAS, the City Council has approved the Visitor Attraction District (BID) Assessment Report for Fiscal Year 2012-2013, which is incorporated herein by reference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE that it intends to levy and collect assessments within the Woodland Visitor Attraction District for fiscal year 2012-2013.

BE IT FURTHER RESOLVED that the assessment to be levied for the District shall be used to fund: the general promotion of business activities and visitor-oriented programs within the District, including the development of program materials, visitor guides and the creation of linkages with event sponsors to support additional conferences and events; the promotion of and participation in conferences, activities and public events which are to take place on or in public places within the District; the furnishing of music in any public place within the District; and, the decoration of any public place within the District. The Visitor Attraction District (BID) Assessment Report for Fiscal Year 2012-2013 on file with the City Clerk is hereby referenced for a full and detailed description of the improvements and activities to be provided for fiscal year 2012-2013, the boundaries of the District and the assessments to be levied upon the businesses within the District for fiscal year 2012-2013.

BE IT FURTHER RESOLVED that the City Council will hold a public hearing at 6:00 p.m. on June 19, 2012 in the City Council Chambers, 300 First Street, Woodland, California, on the levying of the assessment for fiscal year 2012-2013. At the public hearing, written and oral protests may be made. The form and manner of protests shall comply with California Streets & Highways Code sections 36524 and 36525. If written protests are received from and not withdrawn by the owners of businesses in the District which will pay fifty percent (50%) or more of the assessments to be levied, no further proceedings to levy the assessment, as set forth in this Resolution of Intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council.

PASSED AND ADOPTED this ___ day of May, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Artemio Pimentel, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney

2012 – 2013 Annual Assessment Report

Prepared for

The City of Woodland

May 14, 2012

Yolo County Visitors Bureau
604 Second Street • Davis, CA 95616 • (530) 297-1900 • www.yolocvb.org

Scan our QR Code with your smart-phone to go directly to our website

Yolo County Visitors Bureau
2012 – 2013 Annual Assessment Report

Our Mission: *To enrich the lives of our citizens by stimulating the economic activity of Woodland, Davis, Winters and unincorporated Yolo County businesses and organizations; to promote cultural, athletic, and educational events and programs that build upon the strengths of our region and the quality of our community life; and to enhance the visitors experience by facilitating the integration of the community and regional resources and assets.*

In order to accomplish our mission, the Yolo County Visitors Bureau is committed to the following core objectives:

- To market the region in a way that maximizes the visitors experience while respecting the exceptional quality of life and environment we enjoy
- To compete aggressively with destinations throughout the region in attracting visitors
- To offer outstanding customer service in all aspects of the organization
- To be a regional destination marketing organization that emphasizes partnerships, productivity, and maximum return on investment
- To share expertise on industry issues, trends, and product development with customers and stakeholders
- To measure and report the effectiveness of the organization in generating economic benefits for the community

Our Vision: The Yolo County Visitors Bureau (YCVB) is the recognized leader of an integrated and influential tourism destination team representing three primary cities of Woodland, Davis, and Winters, plus the adjacent areas of Yolo County. We are striving to be ever more proactive, modern, and creative in our approach.

The YCVB markets the cities of Woodland, Davis, and Winters, and the surrounding unincorporated areas of Yolo County, as prime tourist destinations for events and activities, dining and food-related pursuits, entertainment, meetings, recreation, and overnight stays. The YCVB is the county's official destination management organization and works in close collaboration with other agencies to achieve its goals. The YCVB provides a full range of information services to tourists and event planners through its website (www.yolocvb.org) and a series of informative brochures and publications.

Tourism Impacts in the USA, California, and Yolo County
The travel industry's role in the American economy is profound. In 2010, domestic and international travelers logged 2 billion trips to destinations in all 50 states and Washington D.C., spending $759 billion on goods and services at local businesses. Nationally, travel supports nearly

7.5 million jobs, generating nearly $190 billion in wages and nearly $120 billion in government tax revenues. Importantly, travelers from foreign countries accounted for nearly 20% of the total.

In California in 2011, travel-related spending was $102.6 billion—an increase of 7.6% over 2010. The industry generated 893,000 jobs and brought in $2.3 billion in local tax revenue—an increase of 10.1%.

In Yolo County in 2011, we saw $269 million in total travel spending, which supported 3,200 jobs and brought in $3.9 million in local tax receipts.

In Woodland, tourism helps drive nearly $10 million in revenues to local hotels, generating nearly $1 million in TOT income to the city coffers.

There are other reasons why travel in Yolo County and its cities—Woodland especially—is vital. "Travel is especially important in the non-metropolitan areas of the state, where manufacturing and traded services are less prevalent." (Visit California, *California Travel Impacts by County*, 2012). That means travel is important for economic vitality and diversity; there is also the implication that travelers, including foreign travelers, are looking for attractive destinations beyond the gateway cities. From San Francisco, Yolo County is a short drive away.

A relatively large share of the goods and services provided by travel businesses are taxable, e.g., rooms, car rentals, food services, and the like. Woodland has hotels, restaurants, museums, a vibrant downtown and burgeoning arts scene, festivals and events, theater productions, meeting venues—all of the assets to offer visitors from near and far. The Yolo County Visitors Bureau plays an indispensable role in promoting all of these assets.

Summary of 2011/ 2012 Operations: The YCVB enjoyed a successful year, marked by staffing changes, major events, the completion of major projects, and research into significant new initiatives. The Board of Directors got new leadership and conducted a highly productive Strategic Planning meeting. And the YCVB hired a Sales Director, filling a position that had stood vacant for more than three years. The organization's proactive leadership remains firmly committed to engaging the community it serves, to keeping up the momentum and spirit of cooperation that has marked the YCVB's progress over the past few years, and to bringing more visitors to our doors.

Organizational Goals:

- Collaborate with local groups, businesses, and venues to provide attractions for visitors
- Explore partnerships with mutual interest in developing tourism for our region
- Pursue a thoughtful, efficient sales and marketing effort targeting leisure and business clientele
- Aggressively promote our attractions and events to visitors
- Provide services that support local organizations in their tourism efforts
- Serve as the leading resource for travel industry perspective and knowledge
- Maintain a professional organization
- Strive to be positive and respectful in all aspects of our work

Strategies:

- Maintain a Board of Directors that represents different areas and types of attractions but operates for the good of the whole region

- Build and enhance cooperation with local entities
- Develop a sales plan that includes marketing hotels to visitors as well as event and meeting planners, in particular to increase multi-night stays
- Take an active role in planning events that draw visitors
- Market our attractions and events to visitors
    - Provide a Visitors Center with abundant resources
    - Produce and distribute visitor publications
    - Maintain a website that is attractive to visitors and residents and promotes all regional attractions and events without bias
    - Participate in events and utilize the booth and publications
- Pursue a vigorous program of outreach to generate press coverage
- Maintain association and seek active cooperation with local and regional tourism organizations

2011 / 2012 Accomplishments

Major achievements for the year included redoing the website, integrating QR codes in publications, hiring a sales director and crafting a sales plan to increase hotel room nights by visitors and business guests, and gaining significant press coverage, including pages in large-circulation publications like *Sunset* and *Westways*. We also began an ongoing dialogue under the rubric "Destination Woodland" to develop strategies for increase visitation to the city.

Active Event Planning and Participation

- Woodland Free Museum Day
- Gibson Museum Octoberfest
- Yolo County Fair
- Woodland Christmas Parade
- Festival of Trees
- Annual Woodland Tomato Festival
- Woodland Dynamite Chili Cook-Off
- 134th Annual Woodland Scottish Festival and Games
- Senior Softball 2011
- YoloArts workshop and First Friday Art Walks
- Yolo County Booth at the California State Fair
- LiveStrong Challenge
- U.S. Bicycling Hall of Fame Induction Ceremony and Iaugural "Legends Gran Fondo"
- UC Davis Decision Day
- Celebrate Davis
- Winters Annual Youth Day
- Plein Air Festival / Inaugural Roots to Wine tasting event
- Winters Outdoor Quilt Fest
- Winters Summer Concert Series
- Winters Earthquake Festival
- Winters first-ever Ag Tours
- Festival de la Comunidad and Carnitas Cook-Off
- Fall for Winters Festival and Family Holiday Festival
- Annual Mill-In (Yolo Wool Mill)

Professional Organization Development

- Board of Directors approved final YCVB Employee Handbook
- Reaffirmed Board Responsibilities Policy, Document Retention, Whistleblower, and Expense Reimbursement Policies
- Conducted Strategic Planning meeting that included defining new activities for Board members

Distribution of Publications

While online and mobile technologies continue to rapidly expand their presence and influence in the travel industry, printed resources are still heavily relied upon and must be produced to satisfy demand. In fact, leisure travelers using print resources actually rose to 46% (from 40%) in the past year (source: Destination Analysts Research).

The YCVB produces and distributes comprehensive visitor guide/maps for Woodland, Yolo County, Davis/UC Davis, and Winters. We also produce a guide to county wineries, “Exceptional Wines, Surprisingly Close.” The Visitor Center makes numerous other publications, directories, and promotional materials available to visitors.

The YCVB updated and revised all of the guides except Woodland (which will be done in the coming year), with design elements to be consistent with the look and feel of the new website. Points of distribution include:

- *YCVB Visitor Center*
- *Woodland City Offices*
- *Woodland Chamber of Commerce*
- *Heidrick Ag History Center*
- *Yolo County Offices*
- *Davis City Offices*
- *Davis Amtrak Station*
- *Davis Chamber of Commerce*
- *Davis Downtown Business Association*
- *Winters City Offices*
- *Winters Visitor Center & Chamber of Commerce*
- *UC Davis Visitor Center, Conference Center, and other locations on campus*
- *Various local places: restaurants, hotels, shops, attractions, galleries*
- *Various tradeshows*

The YCVB has never published a comprehensive Visitor Guide that includes all the information visitors need in one cohesive package. We would like to pursue this as a priority project in the coming year.

www.yolocvb.org

Travelers use online tools for virtually everything; of people making decisions based on information found online, 45.5% selected a place to stay; 35% selected things to see or do; 31% read about local culture, arts, heritage, and events; 28% selected a restaurant. One out of three travelers used a destination marketing organization website as part of their research (source: Destination Analysts Research).

The YCVB website was completely overhauled and redesigned in 2011, and launched with heavy promotion in September 2011. It has proven to be a solid success with visitors and stakeholders alike. In June 2012 we plan to launch our latest enhancement: the JackRabbit hotel booking engine, which will allow visitors to make hotel reservations directly from the YCVB website; three Woodland hotels are included and we are actively recruiting others. Our website features:

- Woodland-specific content on home page and landing pages with original content
- Significantly more robust sections for Meeting Planners and Travel Professionals
- More deployment of special landing pages to promote specific events or activities, and to highlight understood visitor preferences
- JackRabbit hotel search/booking function on the website with direct links to hotels
- Increased cache of tightly focused video segments
- More robust interactive maps
- Events calendar
- Listings, photographs, and links for all hotels
- Listings for all restaurants – expanded and fully searchable by destination and cuisine
- Activities pages, including new pages for bicycle rides to and from Woodland
- Details for every attraction
- Travel information
- Search function that covers the entire site
- RFP, Request for Information, and Contact Us pages
- Press Room pages with extensive information for inquiring media

Website Usage
Since the relaunch of the website in mid-September 2011, we have xxx

Top content included “Where to Stay”, “What to Do”, “Where to Eat”, “Maps / Transportation”, “Calendar”, “What to Do / Family Fun”, “What to Do / Festivals & Events”. The average time spent on the site is about 4 minutes, roughly the average time for a typical destination marketing organization.

From recent analysis, we know we can be doing more to boost our Search Engine Optimization (SEO) and drive more traffic to our website through Search Engine Marketing (SEM) campaigns. We lack the requisite resources and expertise, and will look to find funding partners to help us engage qualified, affordable vendors to help us in this arena.

Social Media
In terms of travel, 24.5% of people used social media for travel planning; 47% of people considered user-generated reviews of hotels, destinations, and restaurants (source: Destination Analysts Research).

Facebook and Twitter accounts are now being actively used to post news, events, and information, and to help support the businesses of our many “friends” and fans. Based on new data about Facebook and Twitter users, we have tailored our postings to be more effective. For example, users of both media crave restaurant information, events and festivals, food and wine events, and discount offers. Facebook users tend to want more hotel information, Twitter users more arts and cultural information.

We also want to emphasize that 14% of Facebook users were inspired to visit a destination by content posted on Facebook, and in those cases, 89% were inspired by content posted by a friend or relative. So we looking at new strategies to generate more traffic and more buzz for our destinations.

We also were one of the first visitor bureaus in California to create and market a Pinterest page. Pinterest helped boost our website traffic, as noted previously, and is now the third-most-used social media outlet (behind Facebook and Twitter). Some of our "boards" feature Woodland-specific content, including attractions, hotels, shopping, events, things to do, and other features.

As with website SEO and SEM, we know we can be doing more to increase our fan base and drive more potential visitors into becoming actual visiting parties, but again we need to draw in other resources—vendor and financial—to help us in this regard.

Mobile Phone Application

The YCVB participated in the marketing of the mobile phone application with the Central Valley Tourism Association. This "app" provides many of the same features as a website, in a compact, downloadable, interactive, user-friendly way. Features include searchable hotels, events, restaurants, shopping, special offers, wineries, and more. It is easily updated by YCVB staff on a 24/7 basis. Since its launch in the fall of 2011, it has been downloaded by more than 10,000 users at the iPhone App Store. The Android version of the app is nearly completed and ready for launch, which will prompt a new marketing effort.

Today, 35 percent of internet traffic comes from mobile devices. Also, 86 percent of people with mobile devices use them while watching TV—in other words, there is no downtime. Some 55 percent of people engage in social media on mobile devices. In the last two years, mobile-device traffic on Google has increased a whopping 3000 percent. In 2010, there were 10.3 million mobile devices in use; by 2015, that figure will increase to 82.1 million (source: Madden Media).

In terms of travel, increasing numbers of people are using mobile devices to investigate destinations, check maps, watch videos, and make reservations; 63% using mobile devices before leaving home. However, 89% are using mobile devices *during* their trip, to find restaurants, hotels (for short-notice bookings), shopping information, things to do, and "deals right now" (including through group discount sites like Groupon and LivingSocial).

Having a well-developed mobile strategy in a rapidly developing market is clearly an important consideration. We believe there is opportunity and need for Yolo-travel-specific mobile apps: a mobile version of the YCVB website, possibly "Visit Woodland" and visit-other-cities. There are numerous developers in the travel space with whom we could partner. We will continue to evaluate our options and opportunities and aggressively enter this market as timing and economies allow.

YCVB Board Committees

The YCVB continued regular meetings of two standing committees to focus on certain aspects of its operation. They are:

Executive Committee: This consists of the Executive Director, the Board President, Vice-President, and Secretary, the Past President, and one other member of the Board. High-level, financial, personnel, and policy matters are the main topics of discussion. Recommendations by this committee are generally given to the full Board at regular meetings for consideration and approval or modification.

Sales Committee: This group consists of roughly 20 regular members, mostly drawn from hotelier staffs including General Managers and Sales Directors from Woodland and Davis, plus the YCVB Executive Director and Sales Director. This group is tasked with identifying potential new business opportunities for events, group functions, and meetings that would increase visitation and exposure; in particular we are looking into the so-called SMERF markets (Social, Military, Educational, Religious, and Fraternal), along with sports events and government agencies. There are several aspects to our sales effort, including:

Leisure Marketing

- Continue outreach campaign using traditional and new media.
- Continue integration of all marketing elements with common look and feel of brand. Key market: San Francisco Bay Area. Maintain emphasis on regional business development but explore logical targeted foreign connections.
- Grow reach of social audience through connecting and leveraging influencers participating in online conversations about Woodland and Yolo County travel activities.
- Continue development of the yolocvb.org website, presenting the lively, appealing aspects of the county and its communities to promote leisure travel; continually generate new content; develop video content with consistent look and thematic elements.
- Develop a new plan for ongoing search engine optimization (SEO) and search engine marketing (SEM) of the website to drive traffic.
- Cultivate travel bloggers to acquaint them with key attractions and activities, to shape content of future blogs and spread our messaging to their online audience.
- Continue the aggressive use of social media.
- Consider developing new materials for new distribution channels (CA Visitor Centers).
- Develop Yolo-focused Restaurant Month promotion in concert with Visit California.
- Explore possibilities of YCVB blog and blogger contributors.

Convention Sales and Tour Marketing

- Host trade journalists on site visits of destination (ex: Meetings Focus, Smart Meetings).
- Develop digital marketing strategy to increase awareness, reinforce assets and build lead database.
- Finish development of website RFP form and Hotel Inventory/Assets form; aggressively promote both upon launch.
- Develop and promote YCVB Meetings Incentive Program.
- Develop proposals for targeted online advertising campaigns (search, social media) that communicate the Come to Yolo County message.
- Explore developing special Yolo County marketing sections in leading trade publication(s).
- Approach leading meetings and conventions publications for editorial coverage, other points of leverage. Publications include: *Association News, Convene, MPI, Meetings & Conventions, Successful Meetings, Meetings Focus, California Meetings and Events*.
- Continue leveraging new memberships in CalSAE and MPI; consider ASAE.
- Strengthen collaboration with UC Davis Conference and Events Services.
- Develop and refine fam tours and email marketing strategies.
- Develop new collateral materials suitable to target markets.

Public Relations
We are continuing to use our social media platforms on Facebook and Twitter to promote events and activities as well as acknowledge events and activities announced by our partners and like-minded organizations within the region. We are also expanding our list of press contacts further into the surrounding region.

We joined the Bay Area Travel Writers, an association of roughly 200 journalists and photographers, and brought a group of them for a food-and-wine tour we billed the "Bounty of Yolo County." We have also scheduled one of their regular monthly membership meetings (September 2012) at the Heidrick Ag History Center.

We began to use QR codes—a symbol that can be scanned with a smart phone—to take people directly to our website. We integrated the QR code into our guide maps and will continue to use QR codes for other collateral materials, especially as part of the sales initiative.

The YCVB has become a sponsorship partner with Yolotales, a locally owned and operated children's media show based in of Woodland. The children's show features a unique cast of puppets, people, and animated characters exploring all of life's various lessons. This show is broadcast locally, regionally, and nationally. The YCVB's sponsorship package includes a 30-second spot that exposes the YCVB website and brand to 17,000 households locally in Yolo County, 400,000 households regionally and more than a million households in the northwest United States. The YCVB is the only sponsor that has a commercial released nationally. This partnership will expose Woodland, Davis, Winters, and Yolo County to a very large audience of potential visitors.

We have also invested in a new public relations/marketing service, MyMediaInfo, which gives us tremendous reach and efficiency into all forms of media and contacts, increasing our ability to target our message, plan promotional campaigns, and monitor results.

Our efforts on behalf of local events produced results. Noted below is the coverage generated through our program:
- TV segments – 15. Outlets include: *News 10, NBC Sacramento, Good Day Sacramento, KCRA, Fox 40,* and *Sac & Co*
- Website Articles or Event Listings – 40. Sites include: *Cycling Examiner, LA Times Travel Calendar, California Outdoors,* and *Weekend Adventures*
- Website Third Party Listings: approximately 500
- Regional Magazine Articles or Event Listings – 13. Publications include: *Sunset, SacTown, Destination, RV Journal, Via,* and *Association News*
- Newspaper Articles or Event Listings – 75. Newspapers include: *LA Times, Daily Democrat, Sacramento Bee, Modesto Bee, Vacaville Reporter,* and *Contra Costa News*

Continuing outreach efforts for the coming year include:
- Continue to execute ongoing press release and news of events to keep media up to date.
- Investigate key consumer and trade publications for feature articles about Yolo County and its communities; also investigate ad buys.
- Attend Pow Wow Media Marketplace to reach international trade media with Yolo County information (via CVTA participation).
- Consider attending and exhibiting at travel media group conferences (Society of American Travel Writers, United States Travel Association, Pow Wow).

- Host individual media and media groups (ex: BATW) with customized "fam tour" itineraries throughout the year.
- Look to collaborate with neighboring bureaus (such as Visit California and SCVB) for opportunities to gain exposure via various platforms and events (example, Restaurant Month in January, ag tours, wine-tasting events).
- Look to make public and group presentations (Rotary, etc.) about YCVB activities and initiatives.

Continuing and Potential New Collaboration
We enjoy excellent working relationships, and serve in various capacities, with: the cities of Woodland, Davis, and Winters; the Chambers of Commerce for Woodland, Davis, and Winters; the Davis Downtown Business Association; the Yolo County Historical Society; UC Davis departments, chiefly UC Davis Conference and Events Services; DESIDE ("Designing a Sustainable, Innovative Davis Economy"); the Central Valley Tourism Association (CVTA); the Gateway Art Project Committee; and the California State Fair Committee for Yolo County.

We made outreach efforts to West Sacramento, with an eye to bringing that community into our operation, knowing, for example, certain hotels in West Sacramento are marketing in the same arenas as the YCVB, as well as building a relationship with UC Davis. Our overtures were well received, but the death of redevelopment funding, and the general sentiments of the YCVB Board, has closed the initiative for now.

2012 / 2013 Goals

- **Increase collaborative efforts with particular emphasis on:**
    - Local hoteliers, collaborating on promotions, culinary tours, and multi-night stays
    - Area museums and museum-related events
    - New UC Davis Conference facilities
    - Multi-purpose venues (such as Woodland Community and Senior Center)
    - Winery associations: Roots to Wine (including Woodland-based Simas Family Winery and Route 3 Wines) and Clarksburg Wine Growers Association

- **Take an active role in planning events and initiatives:**
    - Stroll Through History
    - LiveSTRONG Challenge (June), including Woodland rest stop (2012) and Woodland route pass-through (2013)
    - US Bicycling Hall of Fame Induction Weekend (November) and Legends Gran Fondo (May)
    - Yolo County Booth at the California State Fair (July)
- **Execute our sales plan leveraging the skills of the new Sales Director**

- **Promote the redesigned website and mobile phone application; continue to produce and integrate QR Codes targeted to specific activities, interests, and audiences**

- **Continue to enhance Visitors Center**

- **Provide service to partner Visitor Centers**

- **Increase public relation efforts: leverage MyMediaInfo to increase efficiency**

- **Increase use of social media: develop contests to increase "fan base" and reposting; continue to develop Pinterest; investigate other potential outlets (Google +, LinkedIn)**

- **Achieve strides in mobile site development**

- **Pursue initiatives discussed in "Destination Woodland" meeting**

- **Develop and maintain best practices for the organization**

YCVB Board of Directors

Wayne Ginsburg, President
Woodland Chamber of Commerce,
Woodland CA

Rob Petersen, Vice-President
Hyatt Place, Davis CA

Randii MacNear, Secretary
Davis Farmers Market, Davis CA

Maria Lara, Treasurer
Royal Guest Hotels, Davis CA

Wes Ervin, past President
Manager, Economic Development
Yolo County, Woodland CA

Reed Youmans
Hallmark Inn, Davis CA

Lina Layiktez
Director, UC Davis CEVS, Davis CA

Charles Roe
Pyramid Construction, Davis CA

Howard Hupe
Winters Chamber of Commerce,
Winters CA

Ashok Patel
Royal Guest Hotels, Davis CA

Vinod Patel
Holiday Inn Express, Woodland CA

Meg Stallard
At Large, Woodland CA

Arvind Patel
Valley Oaks Inn, Woodland CA

Guneet Bajwa
Presidio Companies
Hyatt Place, Davis CA

YCVB Staff

Alan Humason
Executive Director
alan@yolocvb.org

Tiffany Dozier
Communications and Public Relations Manager
tiffany@yolocvb.org

Dawn Adams
Sales Director
dawn@yolocvb.org

604 Second Street
Davis, CA 95616
(530) 297-1900
www.yolocvb.org

Woodland City Council
300 First Street
Woodland, CA 95695

Dear Mayor and Council Members:

I strongly support the continued and improving efforts of the Yolo County Visitors Bureau (YCVB) to promote the attractions and visitor opportunities of our community and Yolo County, and urge you to continue the Business Improvement District that supports it.

I have served on the board of the Yolo County Visitors Bureau for about seven years and about two months ago became board president. As president I am connected to the activities of the Bureau in much greater detail than previously. This new level of connection has highly reinforced my belief that the Bureau is doing an outstanding job in promoting Woodland and Yolo County.

With the loss of government support in the last four years, the board and staff have learned to work smarter and to maximize partnerships both within Yolo County and within the travel promotion industry. Our message is carried to travelers and meeting/tour/activity organizers via a greatly improved and effective website, the expanded use of social media (Facebook, Twitter, Pinterest, and YouTube), widespread media releases and contacts, and by sharing costs with neighboring visitors bureaus so we can be represented at key trade shows within California.

Following a recent conversation between Mayor Pimentel and YCVB Executive Director Alan Humason, an expanded effort to market Woodland has begun. Two YCVB board members, two council members and our Executive Director met to analyze what is working and how cooperatively YCVB, the City and various businesses and organizations can identify additional activities that can be marketed to attract visitors.

Recently the Bureau has hired a new sales director, someone with solid experience working with hoteliers and meeting planners. Her focus will be on attracting meetings, conferences, tours, youth and sporting events, and more to Woodland and Yolo County, which in turn will increase the sales of lodgings, meals, admissions, activity facilities and other retail goods that provide jobs for local residents and tax revenue for local government.

Thank you for your continued support of the Yolo County Visitors Bureau.

Wayne Ginsburg

Wayne Ginsburg
1750 Woodside Drive
Woodland, CA 95695
(530) 666-0678 (530) 304-8336 (mobile)
waynemg6@mac.com

May 14, 2012

TO: Members of the Woodland City Council

FROM: Meg Stallard

RE: Hotel BID renewal to support YCVB

Friends,

I'm writing in support of the additional hotel funding requested by the Woodland hoteliers to help fund the Yolo County Visitors' Bureau. I have been a board member since YCVB's inception and have come to see the value of having dedicated individuals working to bring visitors – and their dollars – to Yolo County and Woodland.

It has been an active year for YCVB. Here's a partial list of activities:

- An updated website
- A new sales director to help increase room stays at local hotels
- Expanded press coverage (which will soon increase with a new software purchase)
- Beginnings of 'Destination Woodland' discussions with the Mayor, Woodland YCVB board members and YCVB Executive Director Alan Humason
- A new booking function on the YCVB website that allows for direct booking at local hotels
- Inclusion in a mobile phone app for the Central Valley

A number of writers from the Bay Area Travel Writers association spent this last weekend in Yolo County, seeing the sights, tasting the food and wine – and I think being impressed by what they saw. Mayor Pimentel was able to welcome them at a lunch here in Woodland.

I also think it is to Woodland's advantage that long-time community member Wayne Ginsburg is now the board president of YCVB. He brings a strong voice for Woodland to the board, I can assure you!

We hope you will continue to support the BID and the efforts of YCVB to increase tourism to Woodland and all of Yolo County.

COUNTY OF YOLO

Office of the County Administrator

Patrick S. Blacklock
County Administrator

625 Court Street, Room 202 Woodland, CA 95695
(530) 666-8150 FAX (530) 668-4029
www.yolocounty.org

May 23, 2011

Honorable Mayor City Council Members
City of Woodland
300 First Street
Woodland, CA 95695

Dear Mayor and Council members:

This letter constitutes my support for continuing the city's current pledge of Business Improvement District (BID) funds to the Yolo County Visitors Bureau (YCVB). The YCVB adds tremendous value to Woodland's economic development efforts. Please, therefore, continue your support indefinitely.

As you know, over the past several years all jurisdictions in Yolo county, including Woodland, have eliminated their general fund support for the YCVB. Instead, pledges from Business Improvement Districts now constitute the majority of funding for the YCVB.

The efforts of YCVB have helped increase the nearly $10 million in revenues to local Woodland hotels, which in turn generates nearly $1 million in TOT income to the city coffers. The YCVB relies on its share of Woodland BID funds to promote Woodland, its hotels, and other communities so that visitor spending can continue to increase and achieve all the positive impacts noted in the annual assessment report.

Most recently, the YCVB has launched a significant Web and Social Media presence. It has created a new vibrant Web site, has links on all social media, is focusing anew on selling more hotel room nights, is directly promoting the Heidrick Ag History Center and other Woodland venues, and is helping the city attract sports and other events that use city facilities and bring tax revenue.

As a long-time YCVB Board member and former YCVB President, I thank you for your continued support. Please contact me at (530) 666-8066 or via email at wes.ervin@yolocounty.org if you have any questions.

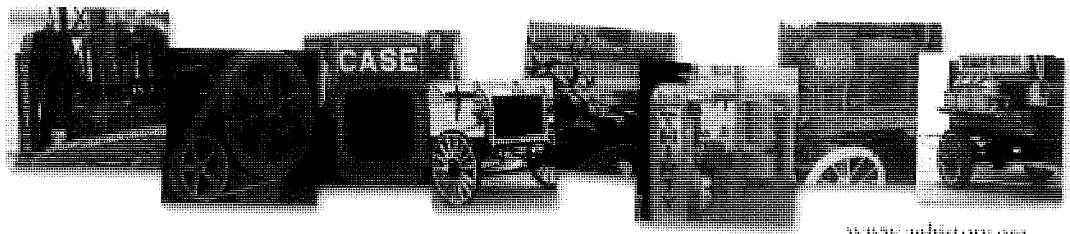
Sincerely,

Wes Ervin

Wes Ervin
Manager of Economic Development

Cc: Alan Humason, YCVB
Wendy Ross, Woodland
Wayne Ginsburg, YCVB

Heidrick Ag History Center
Tractor&Truck Museum
Events Center
Protect Preserve Educate



www.aghistory.org

May 11, 2012

City of Woodland
City Council
300 First Street
Woodland, CA 95695

Dear Council Members:

I want you to know that Allan Humason, at the Yolo County Visitor's Bureau (YCVB), supports the Heidrick Ag History Center and agriculture tourism. He has arranged several tours through the Heidrick Ag History Center and other Yolo County destinations. On Saturday, he is brining a group of journalists on tour to see the antique tractor collection. They will be treated to meeting a guest story teller and learning about the collection and its importance to Woodland and California agriculture. They will also learn about new bilingual technology that presents new historical scholarship.

Humason began promoting the Ag History Center early in his career at YCVB. It is a cooperative partnership that supports the culture of Woodland, and Yolo County.

I look forward to more projects with the YCVB.

Sincerely,

Lorili Ostman

Lorili Ostman
Executive Director

1962 Hays Lane, Woodland, CA 95776 | *ph:* 530.666.9700 | *fax:* 530.666.9712 | *e:* aghistory@aghistory.org | www.aghistory.org
501 c 3 Nonprofit EIN 95.4504986 Established in 1995

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
4.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: May 17, 2012

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

Report in Brief

The City of Woodland has Lighting and Landscaping Districts ("L&L" or "Districts") within various areas of the City that were formed to provide a funding source for maintenance of certain improvements located within or adjacent to the Districts. State regulations require City Council action on an annual basis to allow assessment of the annual levy for each District.

Staff recommends that the City Council approve and adopt resolutions that 1) Initiate Proceedings for the Annual Levy and Collection of Assessments; 2) Preliminarily Approve the Engineer's Annual Levy Report and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park and Streng Pond L&L Districts, and call for a public hearing on June 19, 2012.

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the Streng Pond, North Park, Gibson Ranch and West Wood L&L Districts. A brief description of each District is as follows:

- Streng Pond L&L: Located in the southwest portion of the City, generally north of Gibson Road, west of Cottonwood Street and east of County Road 98. The District was formed in 1985 and reached the maximum allowable assessment of $79.10 per single family home in 1995; there are no provisions for future CPI increases. The City attempted a property owner ballot proceeding in 1998 to increase the assessment to cover rising costs within the District, however the effort was unsuccessful.

- North Park L&L: Located in the northeast portion of the City, generally north of Kentucky Avenue, west of North West Street and east of County Road 98. The District was formed in 1993 and reached the maximum allowable assessment of $215.40 per single family home in 1997; there are no provisions for future CPI adjustments and any rate increases would require a property owner ballot proceeding.

- Gibson Ranch L&L: Located in the southeast portion of the City, generally south of I5, west of County Road 102 and east of County Road 101. The District was formed in 1995 and reached the maximum allowable assessment in 2005. After review by the City Attorney and the District Administrator, it was determined that the language in the L&L District formation documents permits annual increases by a CPI factor. This escalation was included in the FY11 proposed assessment and will continue to be applied each year, as applicable.

- West Wood L&L: Located in the northeast portion of the City, generally to the north of Kentucky Avenue, south of Quail Drive, east of Dove Drive and west of Mallard Drive. The District was formed in 2004 and is currently being assessed at the maximum allowable rate; however, the District formation report included an annual CPI escalator, which can continue indefinitely.

Due to the City's restricted ability to increase Districts' assessment rates in a manner that is consistent with rising costs, it has become increasingly difficult to maintain the public improvements to the best extent possible with a limited fund source.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The District Engineer's Reports are attached for Council's review.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing. A public hearing is required to complete the levy process. This public hearing is scheduled for June 19, 2012. Following the public hearing, Council may direct changes to the Engineer's Reports or to the levy, but may not increase the levy beyond the maximum approved amount.

Fiscal Impact

If approved, the Districts would generate the following amounts of revenues:

District	FY12 Assessment	Total Revenues
Streng Pond	$79.10	$14,436
North Park	$215.40	$26,710
Gibson Ranch	$291.63	$511,882
West Wood	$541.92	$18,377

As discussed with Council in the past, currently established revenues are generally not sufficient to adequately provide routine costs of maintenance, thus service will most likely be reduced to levels commensurate with available revenues.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council approve and adopt resolutions that 1) Initiate Proceedings for the Annual Levy and Collection of Assessments; 2) Preliminarily Approve the Engineer's Annual Levy Report and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park and Streng Pond L&L Districts, and call for a public hearing on June 19, 2012.

Prepared by: Kim McKinney
Finance Officer

Paul Navazio
City Manager

Attachments

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2012/2013.

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has, by previous Resolutions, formed the Streng Pond Landscaping Maintenance District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Yolo for the City of Woodland to pay the maintenance and services of landscaping and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the annual levy of the District, and to prepare and file an Engineer's Report with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, AS FOLLOWS:

Section 1: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report (hereinafter referred to as the "Report") concerning the levy of assessments for the District in accordance with *Chapter 1, Article 4 (commencing with Section 22565), pursuant to Chapter 3, Section 22622* of the Act.

Section 2: The improvements within the District include: the maintenance and operation of and the furnishing of services and materials for landscaping improvements, irrigation and drainage systems, and associated appurtenances. The Report so ordered, shall describe the existing improvements and any new improvements or substantial changes in the existing improvements.

PASSED, APPROVED, AND ADOPTED THIS ________ DAY OF _________, 2012.

RESOLUTION NO.____________

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, ___________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _______ day of ___________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

____

Art Pimentel, Mayor
City of Woodland

____

Ana Gonzalez, City Clerk
City of Woodland

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2012/2013.

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") and by previous Resolution, initiated proceedings for the "Streng Pond Landscaping Maintenance District" (hereafter referred to as the "District") for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping and all appurtenant facilities related thereto; and,

WHEREAS, the City Council has, by previous Resolution ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the District and assessment for Fiscal Year 2012/2013, pursuant to *Chapter 3, Section 22622* of the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk said Report in connection with the District and the levy of assessments for Fiscal Year 2012/2013 (Beginning July 1, 2012 and ending June 30, 2013) in accordance with *Chapter 1, Article 4* of the Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act, the City Council may approve the report, as filed, or may it may modify the report in any particular and approve it as modified.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

a. A Description of Improvements.
b. A Description of the District.
c. The proposed Annual Budget for the fiscal year (Costs and Expenses).
d. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
e. The District Roll containing the Levy for each Assessor Parcel Number within the District proposed for Fiscal Year 2012/2013.

Section 3: The District, the proposed improvements, each and all of the budget items and documents, and the proposed assessments as outlined in the Report have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, and are in compliance with the Act and the provisions of California Constitution Article XIIID.

Section 4: The Report is hereby approved on a preliminary basis, as presented or modified, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 6: The City Council hereby declares its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs associated with the operation, maintenance and servicing of the landscaping improvements related thereto, for Fiscal Year 2012/2013.

<u>Section 7</u>: The improvements within the District include: the maintenance and operation of and the furnishing of services and materials for landscaping improvements, irrigation and drainage systems, and associated appurtenances. The Report as previously approved and on file with the City Clerk, provides a full and complete description of all improvements and any or all substantial changes to the improvements within the District.

<u>Section 8</u>: The boundaries of the District are described in the Engineer's Report on file with the City Clerk, and are defined as the boundaries described in the formation documents of the District, generally: North of West Gibson Road; East of County Road 98; and West of Cottonwood Street; within the County of Yolo, State of California. The existing District does not contain any zones and is designated as "Streng Pond Landscaping Maintenance District."

<u>Section 9</u>: The proposed assessment for Fiscal Year 2012/2013 does not exceed the maximum assessment previously approved, and the assessments are outlined in the Engineer's Report, which details any changes or increases in the annual assessments.

<u>Section 10</u>: The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments for the District. The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution once in the Local Newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices in accordance with *Chapter 3, Section 22626* of the Act.

<u>Section 11</u>: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 19, 2012** or as soon thereafter as feasible in the City Council Chambers, City Hall, located at 300 First Street, Woodland, California.

RESOLUTION NO.____________

PASSED, APPROVED, AND ADOPTED THIS _______ DAY OF ________, 2012.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, _______________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. __________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _______ day of ____________, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

____
Art Pimentel, Mayor
City of Woodland

____
Ana Gonzalez, City Clerk
City of Woodland

City of Woodland

Streng Pond
Landscaping and Lighting District

ENGINEER'S ANNUAL LEVY REPORT
FISCAL YEAR 2012/2013

Intent Meeting: May 22, 2012
Public Hearing: June 19, 2012

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WILLDAN Financial Services

ENGINEER'S REPORT AFFIDAVIT

Streng Pond Landscaping and Lighting District

City of Woodland

Yolo County, State of California

This Report describes the District and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2012/2013, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Yolo County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2012.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Woodland

By: ________________________________

Marc Grijalva
Project Manager, District Administration Services

By: ________________________________

Richard Kopecky
R. C. E. # 16742

TABLE OF CONTENTS

I. OVERVIEW

A. INTRODUCTION

The City of Woodland ("City") annually levies and collects special assessments in order to maintain the improvements within the Streng Pond Landscaping Maintenance District ("District"). The District was formed in 1985 and annual assessments are levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the 1972 Act).

This Engineer's Annual Levy Report ("Report") describes the District, any annexations, or changes to the District including substantial changes to the District improvements, and the proposed assessments for fiscal year 2012/2013. The proposed assessments are based on the historic and estimated cost to maintain the improvements that provide special benefits to properties within the District. The costs of improvements and the annual levy include all expenditures, deficits, surpluses, revenues, and reserves. Each parcel is assessed proportionately for only those improvements provided and for which the parcel receives benefit based on an established method of apportionment.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the County of Yolo Assessor's Office. The County of Yolo Auditor/Controller uses Assessment Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a noticed public hearing, and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for fiscal year 2012/2013 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each benefiting parcel for fiscal year 2012/2013.

B. COMPLIANCE WITH CURRENT LEGISLATION

Pursuant to the 1972 Act, the City Council annually conducts a public hearing to accept property owner and public comments and testimony, to review the Engineer's Report and approve the annual assessments to be levied on the County tax roll for the fiscal year. All assessments contained in this Report and to be approved by the City Council have been prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitutional Article XIIID (Proposition 218).

The City has reviewed the provisions of the California Constitutional Article XIIID and has made the following findings and determinations:

Pursuant to Article XIIID Section 5 of the Constitution, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4 and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the improvements and the annual assessment for maintaining the District improvements were part of the original conditions of development and approved by the original property owner (developer). As such, pursuant to Article XIIID Section 5b the existing assessments were approved by all the property owners at the time the assessment was created (originally imposed pursuant to a 100% landowner petition) and therefore the pre-existing assessment amount (assessment rate) was exempt from the procedural requirements Article XIIID Section 4.

The provisions of the California Constitutional Article XIIID do not alter the non-conflicting provisions of the Landscaping and Lighting Act of 1972. As such, the Method of Apportionment described in this Report utilizes commonly accepted assessment engineering practices consistent with the 1972 Act and the provisions of the California Constitution Article XIIID. The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate of $79.10 previously approved and adopted for the District. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of the California Constitution Article XIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIIID Section 4.

In 1998, the City conducted a property owner protest ballot proceeding for an increase in assessments, to cover rising costs within the District. Tabulation of the ballots revealed that over 50% of the returned weighted ballots opposed the increase in assessment, and therefore no increase was implemented.

II. DESCRIPTION OF THE DISTRICT

A. Boundaries of the District

The District is located in the southwest portion of the City of Woodland, generally:

- North of West Gibson Road; and,
- West of Cottonwood Street; and,
- East of County Road 98.

The District consists of all parcels located in the subdivisions known as Streng Park Unit No. 4, Tracts 3000, 3431, and 3457; and Streng Park Unit No. 5, Tract 3355.

B. Description of the District Improvements and Services

The District provides and ensures the continued maintenance, servicing, administration and operation of various landscape improvements and associated appurtenances located within the park and 1.60 acre pond located on the north side of Gibson Road between Ashley Avenue and Columbia Drive.

The assessable parcels receive special benefit from the landscaping, irrigation and drainage systems of the park and 1.60 acre pond. Specific improvements include all ground cover, turf, shrubs, trees, and associated appurtenances. The services provided include all necessary operations, administration, and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory condition.

The District, through annual assessments budgeted and reviewed each fiscal year, funds the continued maintenance of these improvements. All assessable parcels identified as being within the District share in both the cost and the benefits of the improvements. The costs associated with the improvements are equitably spread among all benefiting parcels within the District in proportion to the estimated benefit received. The funds collected are dispersed and used only for the operation and servicing of the District improvements.

C. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.

- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- The maintenance or servicing, or both, of any of the foregoing.

- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;

- The costs of printing, advertising, and the publishing, posting and mailing of notices;

- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;

- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;

- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Furthermore, the 1972 Act specifies that where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:

- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
- Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments.

- Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

D. District Budget Changes

No new improvements have been added to the District and the cost to maintain the existing improvements are substantially the same as the previous fiscal year.

III. METHOD OF APPORTIONMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements that include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

B. Benefit Analysis

Exempt Assessments

As discussed previously, in compliance with the State Constitution Article XIIID, the City has carefully reviewed all District improvements and the corresponding assessments and determined that the annual assessments were part of the original conditions of development and approved by the developer (a 100% landowner petition). Article XIIID Section 5 provides for certain existing assessments to be exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically for this District:

- Assessments approved by all the property owners at the time the assessment was created (originally imposed pursuant to a 100% landowner petition).

As such, the existing assessment rates including the annual maximum assessment cap formula are exempt from both the substantive and procedural requirements of Article XIIID Section 4 until such time that the assessment is increased above the adjusted annual maximum assessment rates or properties are annexed into the District. However, it has also been determined that the properties within the District are proportionally assessed for only improvements that provide a special benefit to those properties and therefore the assessments meet the substantive requirements of Article XIIID.

Special Benefits

The method of apportionment (method of assessment) is based on the premise that each assessed parcel receives special benefit from the improvements maintained and funded by the assessments. Specifically, landscaping and lighting improvements installed in connection with the development of these parcels. The desirability of properties within District is enhanced by the presence of well-maintained parks, landscaping and lighting improvements in close proximity to those properties.

The annual assessments outlined in this Report are based on the estimated costs to provide all necessary service, operation, administration, and maintenance required each year to keep these improvements in a healthy, vigorous, and satisfactory condition.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the District providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities;
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits

In addition to the special benefits received by the parcels within the proposed District, there are the incidental general benefits conferred by the proposed improvements.

The general benefit to properties from the landscaping, streetlight and drainage improvements is a benefit to the parcels within the City. The parcels share equally the cost of the maintenance of the improvements.

The total benefits are thus a combination of the special benefits to the parcels within the District and the general benefits to the public at large and to adjacent property owners. Any portion of the total costs, which are associated with general benefits, will not be assessed to the parcels in the District, but will be paid from other City funds.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

C. Assessment Methodology

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method, which fairly distributes the net amount to be assessed, among all assessable parcels in proportion to the estimated special benefits to be received by each such parcel from the improvements. The special benefit formula used within the District should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on estimated special benefit to each parcel.

This District utilizes an Equivalent Dwelling Unit (EDU) method of apportionment. The EDU method of apportionment uses the single-family residential parcel as the basic unit of assessment. The typical single-family residential parcel is assigned one (1.0) Equivalent Dwelling Unit. Every other land-use or property type is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land-use), and size of the property, as compared to typical single-family residential parcel.

The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for calculating benefit in districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land-use type, size and development. The following outlines the EDU applied to the various parcels and properties within this District.

- One hundred sixty-four (164) single-family residential parcels, each receiving full and equal special benefit from the improvements. These parcels are assigned an Equivalent Dwelling Unit of 1.0 EDU to reflect their special benefits.

- One (1) parcel, APN 065-310-081-000, within the District is identified as a duplex that consists of two residential units. This parcel is assigned an Equivalent Dwelling Unit of 2.0 EDU (one EDU for each unit), which reflects the parcel's proportionate special benefits as compared to the single-family residential parcel.

- One (1) parcel, APN 065-321-001-000, within the District is identified as a local church situated on a three-acre (3.0) lot. This parcel has been assigned an Equivalent Dwelling Unit of 5.5 EDU per acre for a total of 16.5 EDU.

The Total Equivalent Dwelling Unit (EDU) for the District in Fiscal Year 2012/2013 is 182.50 EDU.

The Levy per Equivalent Dwelling Unit, or Rate, applied to each parcel is the result of dividing the total Balance to Levy, by the sum of the District EDU's, for the fiscal year. This Rate is multiplied by each parcel's individual EDU to determine the parcel's levy amount.

The following formulas are used to calculate the assessment for each parcel:

Total Balance to Levy / Total EDU = Levy per EDU

Parcel EDU x Levy per EDU = Parcel Levy Amount

IV. DISTRICT BUDGET

A. DESCRIPTION OF BUDGET ITEMS

The following is a brief description of the costs associated with the improvements and services funded through the District.

DIRECT COSTS:

Maintenance Costs/Labor **—** Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

Utilities **—** The furnishing of water and electricity required for the operation and maintenance of the improvements and facilities.

Equipment and Supplies **—** Includes all, materials, supplies, (e.g. pipe, fertilizer, insecticides, fuel, cleaning material etc.), and equipment, (e.g. communication, small tools, rentals, machinery etc.), required to operate, maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

***Repairs and Miscellaneous Expenses* —** This item includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. This may include repair of damaged amenities due to vandalism, storms, etc. Also included may be planned upgrades or replacements of the improvements and equipment that provide a direct benefit to the District.

ADMINISTRATION COSTS:

***District Administration* —** May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments. This budget item also includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District.

***County Administration Fee* —** This is the cost to the District for the County to collect assessments on the property tax bills.

LEVY BREAKDOWN:

***Total District and Administrative Costs* —** This is the combined costs of District Costs and Administrative costs.

***Reserve Collection/(Contribution)* —** The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a),* provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

***General Fund Replenishment/(Contribution)* —** This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/ (Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional money being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures, and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount is still outstanding. A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advanced funds to the District as a temporary loan to meet the proposed expenditures. Generally, all available Reserve Funds must be exhausted before a temporary loan is advanced to the District and any funds temporarily loaned in excess of the available Reserve Funds will be reflected as a negative Ending Reserve Fund Balance. This negative Reserve Fund Balance will be repaid and replenished through future assessment revenues.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/ (Contribution), Replenishment/ (Contribution), and Other Revenue Sources.

DISTRICT STATISTICS:

Total Number of Parcels — The total number of parcels within the District.

Total Parcels Levied — The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements, and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

Total Equivalent Dwelling Units — The typical single-family residential parcel is assigned one (1.0) Equivalent Dwelling Unit. Every other land-use or property type is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land-use), and size of the property, as compared to typical single-family residential parcel.

***Levy per EDU* —** This amount represents the assessment rate being applied to each parcel. The Levy per EDU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Dwelling Units to be assessed.

Maximum Assessment per EDU — This amount represents the maximum rate to each parcel's individual EDU.

RESERVE INFORMATION:

***Reserve Balance* —** The Reserve Balance eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. The Reserve Balance allows the District to retain sufficient funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January or February (when the County provides the City with the first installment of assessments collected from the property tax bills). Additional funds may be collected each year to ensure adequate operating funds are available or the funds may be used to reduce the Balance to Levy. Using reserve amounts in this way allows the Levy rate to remain fairly constant, although District costs may fluctuate. The Previous Reserve Balance reflects the projected funds available at the beginning of the current fiscal year (based on the projected revenues and expenses from the prior fiscal year). The Estimated Ending Reserve Balance reflects the projected funds that are anticipated at the end of the current fiscal year (assuming all revenues and expenditures occur as budgeted).

B. District Budget Fiscal Year 2012/2013

BUDGET ITEMS	TOTAL DISTRICT
DIRECT COSTS	
Maintenance Costs/Labor	$6,143.01
Utilities	8,600.00
Equipment & Supplies	484.00
Repairs/Miscellaneous Expenses	831.00
Direct Costs (Subtotal)	**$16,058.01**
ADMINISTRATION COSTS	
District Administration	$2,869.16
County Administration Fee	166.00
Administration Costs (Subtotal)	**$3,035.16**
LEVY BREAKDOWN	
Total Direct and Admin. Costs	$19,093.17
Reserve Collection/(Contribution)	(4,657.43)
General Fund Replenishment/(Contribution)	0.00
CIP Collection	0.00
Balance to Levy	**$14,435.74**
DISTRICT STATISTICS	
Total Number of Parcels	166.00
Total Parcels Levied	166.00
Total Equivalent Dwelling Units	182.50
Levy Per EDU	**$79.10**
Maximum Assessment Per EDU	**$79.10**
RESERVE INFORMATION	
Previous Reserve Balance	$25,307.00
Reserve Fund Activity	(4,657.41)
Estimated Ending Reserve Balance	**$20,649.59**

APPENDIX A - DISTRICT ASSESSMENT DIAGRAM

An Assessment District Diagram has been prepared for the District in the format required by the 1972 Act, and is on file with the City Clerk, and by reference is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk, during normal business hours.

APPENDIX B - 2012/2013 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared.

Non-assessable lots or parcels include land principally encumbered by public or utility rights-of-way and common areas. These parcels will not be assessed.

A listing of parcels assessed within the District, along with the proposed assessment amounts, is included on the following pages and has been identified as "Fiscal Year 2012/2013 Assessment Roll".

City of Woodland
Streng Pond landscaping and Lighting District
FY 2012/13 Assessment Roll (Sorted by Assessor's Parcel Number)

Assessor's Parcel Number	Situs Address	Land Assessed Value	Structure Assessed Value	Total Assessed Value	Charge
065-270-029-000	1221 ASHLEY AVE	$81,006.00	$174,480.00	$255,486.00	$79.10
065-270-030-000	1231 ASHLEY AVE	35,889.00	119,184.00	155,073.00	79.10
065-270-031-000	786 IVIE PL	30,145.00	90,462.00	120,607.00	79.10
065-270-032-000	782 IVIE PL	69,933.00	190,412.00	260,345.00	79.10
065-270-033-000	778 IVIE PL	90,000.00	220,000.00	310,000.00	79.10
065-270-034-000	774 IVIE PL	50,000.00	100,000.00	150,000.00	79.10
065-270-035-000	770 IVIE PL	100,000.00	255,000.00	355,000.00	79.10
065-270-036-000	773 IVIE PL	105,000.00	120,000.00	225,000.00	79.10
065-270-037-000	779 IVIE PL	85,000.00	180,000.00	265,000.00	79.10
065-270-038-000	1245 ASHLEY AVE	79,574.00	174,424.00	253,998.00	79.10
065-270-039-000	787 IVIE PL	79,582.00	165,237.00	244,819.00	79.10
065-270-043-000	1301 ASHLEY AVE	124,629.00	256,603.00	381,232.00	79.10
065-270-044-000	774 FORDHAM PL	119,652.00	304,065.00	423,717.00	79.10
065-270-045-000	764 FORDHAM PL	105,000.00	275,000.00	380,000.00	79.10
065-270-047-000	771 FORDHAM PL	112,620.00	286,006.00	398,626.00	79.10
065-270-048-000	781 FORDHAM PL	90,000.00	240,000.00	330,000.00	79.10
065-310-002-000	849 NOTRE DAME DR	72,099.00	157,315.00	229,414.00	79.10
065-310-003-000	857 NOTRE DAME DR	64,231.00	170,161.00	234,392.00	79.10
065-310-004-000	865 NOTRE DAME DR	82,326.00	173,478.00	255,804.00	79.10
065-310-005-000	873 NOTRE DAME DR	51,117.00	124,111.00	175,228.00	79.10
065-310-006-000	881 NOTRE DAME DR	90,000.00	235,000.00	325,000.00	79.10
065-310-007-000	1231 COLUMBIA DR	81,166.00	159,635.00	240,801.00	79.10
065-310-011-000	915 NOTRE DAME DR	77,265.00	149,555.00	226,820.00	79.10
065-310-012-000	923 NOTRE DAME DR	61,244.00	155,372.00	216,616.00	79.10
065-310-013-000	927 NOTRE DAME DR	60,044.00	186,596.00	246,640.00	79.10
065-310-014-000	944 PURDUE DR	90,462.00	206,053.00	296,515.00	79.10
065-310-015-000	940 PURDUE DR	100,000.00	240,000.00	340,000.00	79.10
065-310-018-000	910 NOTRE DAME DR	81,006.00	145,563.00	226,569.00	79.10
065-310-019-000	904 NOTRE DAME DR	80,000.00	165,000.00	245,000.00	79.10
065-310-020-000	900 NOTRE DAME DR	46,866.00	118,470.00	165,336.00	79.10
065-310-021-000	888 NOTRE DAME DR	81,006.00	140,205.00	221,211.00	79.10
065-310-022-000	880 NOTRE DAME DR	89,969.00	185,286.00	275,255.00	79.10
065-310-023-000	872 NOTRE DAME DR	90,000.00	230,000.00	320,000.00	79.10
065-310-024-000	845 PURDUE DR	74,773.00	165,136.00	239,909.00	79.10
065-310-025-000	844 PURDUE DR	16,203.00	103,668.00	119,871.00	79.10
065-310-026-000	840 NOTRE DAME DR	100,753.00	240,799.00	341,552.00	79.10
065-310-031-000	901 NOTRE DAME DR	30,000.00	125,000.00	155,000.00	79.10
065-310-032-000	905 NOTRE DAME DR	30,000.00	140,000.00	170,000.00	79.10
065-310-033-000	909 NOTRE DAME DR	40,327.00	94,114.00	134,441.00	79.10
065-310-035-000	841 NOTRE DAME DR	80,000.00	165,000.00	245,000.00	79.10
065-310-036-000	936 PURDUE DR	73,415.00	178,649.00	252,064.00	79.10
065-310-037-000	932 PURDUE DR	75,000.00	160,000.00	235,000.00	79.10
065-310-038-000	928 PURDUE DR	104,006.00	224,294.00	328,300.00	79.10
065-310-039-000	924 PURDUE DR	67,222.00	153,508.00	220,730.00	79.10
065-310-040-000	918 PURDUE DR	125,000.00	270,000.00	395,000.00	79.10
065-310-041-000	912 PURDUE DR	3,467.00	55,122.00	58,589.00	79.10
065-310-042-000	902 PURDUE DR	85,000.00	210,000.00	295,000.00	79.10
065-310-043-000	890 PURDUE DR	96,590.00	248,321.00	344,911.00	79.10
065-310-044-000	882 PURDUE DR	85,000.00	215,000.00	300,000.00	79.10
065-310-045-000	874 PURDUE DR	88,982.00	146,188.00	235,170.00	79.10
065-310-046-000	870 PURDUE DR	100,000.00	270,000.00	370,000.00	79.10
065-310-047-000	862 PURDUE DR	99,478.00	212,230.00	311,708.00	79.10
065-310-048-000	858 PURDUE DR	100,000.00	220,000.00	320,000.00	79.10
065-310-049-000	854 PURDUE DR	98,963.00	178,138.00	277,101.00	79.10
065-310-050-000	861 PURDUE DR	40,000.00	145,000.00	185,000.00	79.10
065-310-051-000	869 PURDUE DR	45,000.00	140,000.00	185,000.00	79.10
065-310-052-000	873 PURDUE DR	76,270.00	163,987.00	240,257.00	79.10
065-310-053-000	879 PURDUE DR	85,000.00	180,000.00	265,000.00	79.10
065-310-054-000	887 PURDUE DR	59,750.00	177,219.00	236,969.00	79.10
065-310-055-000	901 PURDUE DR	53,776.00	178,827.00	232,603.00	79.10
065-310-056-000	907 PURDUE DR	61,244.00	171,807.00	233,051.00	79.10
065-310-057-000	913 PURDUE DR	75,000.00	160,000.00	235,000.00	79.10

City of Woodland
Streng Pond landscaping and Lighting District
FY 2012/13 Assessment Roll (Sorted by Assessor's Parcel Number)

Assessor's Parcel Number	Situs Address	Land Assessed Value	Structure Assessed Value	Total Assessed Value	Charge
065-310-058-000	919 PURDUE DR	15,112.00	79,341.00	94,453.00	79.10
065-310-059-000	923 PURDUE DR	50,000.00	135,000.00	185,000.00	79.10
065-310-061-000	829 RIDGEVIEW DR	85,000.00	180,000.00	265,000.00	79.10
065-310-062-000	4 RIDGEVIEW PL	67,222.00	235,104.00	302,326.00	79.10
065-310-063-000	3 RIDGEVIEW PL	73,047.00	215,396.00	288,443.00	79.10
065-310-064-000	2 RIDGEVIEW PL	129,662.00	243,770.00	373,432.00	79.10
065-310-065-000	811 RIDGEVIEW DR	125,000.00	245,000.00	370,000.00	79.10
065-310-066-000	805 RIDGEVIEW DR	100,000.00	135,000.00	235,000.00	79.10
065-310-067-000	801 RIDGEVIEW DR	96,590.00	212,179.00	308,769.00	79.10
065-310-068-000	1206 ASHLEY AVE	65,903.00	162,938.00	228,841.00	79.10
065-310-069-000	1210 ASHLEY AVE	88,206.00	242,281.00	330,487.00	79.10
065-310-071-000	830 NOTRE DAME DR	35,036.00	183,009.00	218,045.00	79.10
065-310-072-000	820 NOTRE DAME DR	12,997.00	59,491.00	72,488.00	79.10
065-310-073-000	814 NOTRE DAME DR	60,000.00	205,000.00	265,000.00	79.10
065-310-074-000	808 NOTRE DAME DR	68,451.00	181,935.00	250,386.00	79.10
065-310-075-000	802 NOTRE DAME DR	85,000.00	180,000.00	265,000.00	79.10
065-310-076-000	801 NOTRE DAME DR	91,764.00	167,149.00	258,913.00	79.10
065-310-077-000	807 NOTRE DAME DR	100,000.00	240,000.00	340,000.00	79.10
065-310-078-000	813 NOTRE DAME DR	80,000.00	155,000.00	235,000.00	79.10
065-310-079-000	819 NOTRE DAME DR	89,969.00	194,061.00	284,030.00	79.10
065-310-080-000	829 NOTRE DAME DR	100,000.00	225,000.00	325,000.00	79.10
065-310-081-000	916-922 NOTRE DAME DR	90,000.00	144,000.00	234,000.00	158.20
065-321-001-000	CR 98	505,174.00	1,361,607.00	1,866,781.00	1,305.14
065-321-023-000	901 TUFTS PL	64,826.00	108,268.00	173,094.00	79.10
065-321-024-000	905 TUFTS PL	45,000.00	125,000.00	170,000.00	79.10
065-321-025-000	909 TUFTS PL	95,715.00	143,573.00	239,288.00	79.10
065-321-026-000	913 TUFTS PL	64,826.00	111,508.00	176,334.00	79.10
065-321-027-000	917 TUFTS PL	76,446.00	176,419.00	252,865.00	79.10
065-321-028-000	921 TUFTS PL	90,000.00	145,000.00	235,000.00	79.10
065-321-029-000	925 TUFTS PL	42,659.00	98,282.00	140,941.00	79.10
065-321-030-000	929 TUFTS PL	50,000.00	130,000.00	180,000.00	79.10
065-321-031-000	933 TUFTS PL	65,978.00	113,963.00	179,941.00	79.10
065-321-032-000	932 TUFTS PL	50,123.00	94,623.00	144,746.00	79.10
065-321-033-000	928 TUFTS PL	36,561.00	104,835.00	141,396.00	79.10
065-321-034-000	924 TUFTS PL	125,000.00	110,000.00	235,000.00	79.10
065-321-035-000	920 TUFTS PL	44,484.00	100,259.00	144,743.00	79.10
065-321-036-000	914 TUFTS PL	68,544.00	117,149.00	185,693.00	79.10
065-321-037-000	910 TUFTS PL	100,000.00	115,000.00	215,000.00	79.10
065-321-038-000	906 TUFTS PL	68,543.00	118,333.00	186,876.00	79.10
065-321-039-000	900 TUFTS PL	77,419.00	189,250.00	266,669.00	79.10
065-322-013-000	1301 COLUMBIA DR	80,000.00	165,000.00	245,000.00	79.10
065-322-014-000	875 TUFTS CT	85,000.00	190,000.00	275,000.00	79.10
065-322-015-000	871 TUFTS CT	69,912.00	198,348.00	268,260.00	79.10
065-322-016-000	867 TUFTS CT	82,626.00	172,694.00	255,320.00	79.10
065-322-017-000	863 TUFTS CT	80,000.00	185,000.00	265,000.00	79.10
065-322-021-000	864 TUFTS CT	85,000.00	150,000.00	235,000.00	79.10
065-322-022-000	868 TUFTS CT	6,803.00	105,632.00	112,435.00	79.10
065-322-023-000	872 TUFTS CT	60,000.00	175,000.00	235,000.00	79.10
065-322-024-000	876 TUFTS CT	80,000.00	155,000.00	235,000.00	79.10
065-322-025-000	880 TUFTS CT	50,000.00	140,000.00	190,000.00	79.10
065-322-027-000	840 FORDHAM DR	44,813.00	106,065.00	150,878.00	79.10
065-322-028-000	844 FORDHAM DR	80,602.00	158,182.00	238,784.00	79.10
065-322-029-000	850 FORDHAM DR	77,975.00	113,364.00	191,339.00	79.10
065-322-030-000	856 FORDHAM DR	81,255.00	115,678.00	196,933.00	79.10
065-322-031-000	860 FORDHAM DR	74,000.00	160,000.00	234,000.00	79.10
065-322-032-000	864 FORDHAM DR	65,978.00	127,160.00	193,138.00	79.10
065-322-033-000	868 FORDHAM DR	63,000.00	172,000.00	235,000.00	79.10
065-322-034-000	874 FORDHAM DR	69,912.00	109,957.00	179,869.00	79.10
065-322-035-000	878 FORDHAM DR	44,813.00	103,825.00	148,638.00	79.10
065-322-036-000	859 TUFTS CT	59,723.00	163,780.00	223,503.00	79.10
065-322-038-000	856 TUFTS CT	82,626.00	177,333.00	259,959.00	79.10
065-322-040-000	860 TUFTS CT	63,992.00	271,023.00	335,015.00	79.10

City of Woodland
Streng Pond landscaping and Lighting District
FY 2012/13 Assessment Roll (Sorted by Assessor's Parcel Number)

Assessor's Parcel Number	Situs Address	Land Assessed Value	Structure Assessed Value	Total Assessed Value	Charge
065-322-045-000	830 COLBY CT	51,256.00	121,564.00	172,820.00	79.10
065-322-046-000	826 COLBY CT	50,786.00	127,479.00	178,265.00	79.10
065-322-047-000	822 COLBY CT	50,786.00	133,046.00	183,832.00	79.10
065-322-048-000	818 COLBY CT	90,000.00	150,000.00	240,000.00	79.10
065-322-049-000	814 COLBY CT	50,786.00	132,991.00	183,777.00	79.10
065-322-050-000	810 COLBY CT	60,525.00	192,855.00	253,380.00	79.10
065-322-051-000	806 COLBY CT	50,000.00	97,000.00	147,000.00	79.10
065-322-052-000	802 COLBY CT	50,000.00	97,000.00	147,000.00	79.10
065-322-053-000	801 COLBY CT	70,527.00	115,865.00	186,392.00	79.10
065-322-054-000	805 COLBY CT	33,000.00	114,000.00	147,000.00	79.10
065-322-055-000	809 COLBY CT	48,326.00	112,629.00	160,955.00	79.10
065-322-056-000	813 COLBY CT	51,256.00	128,743.00	179,999.00	79.10
065-322-057-000	817 COLBY CT	49,791.00	124,052.00	173,843.00	79.10
065-322-058-000	821 COLBY CT	85,000.00	180,000.00	265,000.00	79.10
065-322-059-000	825 COLBY CT	60,000.00	155,000.00	215,000.00	79.10
065-322-060-000	829 COLBY CT	100,000.00	180,000.00	280,000.00	79.10
065-322-061-000	832 FORDHAM DR	90,000.00	150,000.00	240,000.00	79.10
065-322-062-000	826 FORDHAM DR	70,000.00	165,000.00	235,000.00	79.10
065-322-063-000	822 FORDHAM DR	60,208.00	156,828.00	217,036.00	79.10
065-322-064-000	818 FORDHAM DR	71,308.00	114,101.00	185,409.00	79.10
065-322-065-000	814 FORDHAM DR	85,000.00	160,000.00	245,000.00	79.10
065-322-066-000	810 FORDHAM DR	71,308.00	143,924.00	215,232.00	79.10
065-322-067-000	806 FORDHAM DR	51,859.00	84,278.00	136,137.00	79.10
065-322-068-000	802 FORDHAM DR	51,859.00	84,278.00	136,137.00	79.10
065-323-015-000	879 FORDHAM DR	90,000.00	120,000.00	210,000.00	79.10
065-323-016-000	875 FORDHAM DR	30,000.00	135,000.00	165,000.00	79.10
065-323-017-000	871 FORDHAM DR	100,000.00	115,000.00	215,000.00	79.10
065-323-018-000	867 FORDHAM DR	57,230.00	129,150.00	186,380.00	79.10
065-323-019-000	863 FORDHAM DR	70,000.00	165,000.00	235,000.00	79.10
065-323-020-000	859 FORDHAM DR	100,000.00	115,000.00	215,000.00	79.10
065-323-021-000	855 FORDHAM DR	100,000.00	115,000.00	215,000.00	79.10
065-323-022-000	851 FORDHAM DR	62,310.00	124,629.00	186,939.00	79.10
065-323-023-000	847 FORDHAM DR	77,829.00	142,402.00	220,231.00	79.10
065-323-024-000	843 FORDHAM DR	77,419.00	132,321.00	209,740.00	79.10
065-323-027-000	837 FORDHAM DR	62,310.00	122,135.00	184,445.00	79.10
065-323-028-000	833 FORDHAM DR	60,209.00	163,832.00	224,041.00	79.10
065-323-029-000	827 FORDHAM DR	71,976.00	112,763.00	184,739.00	79.10
065-323-030-000	821 FORDHAM DR	90,000.00	150,000.00	240,000.00	79.10
065-323-031-000	817 FORDHAM DR	50,000.00	130,000.00	180,000.00	79.10
065-323-032-000	811 FORDHAM DR	90,000.00	150,000.00	240,000.00	79.10
065-323-033-000	805 FORDHAM DR	50,000.00	97,000.00	147,000.00	79.10
065-323-034-000	801 FORDHAM DR	30,000.00	117,000.00	147,000.00	79.10
Total:					**$14,435.74**
Total Parcels:					**166**

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2012/2013.

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has, by previous Resolutions, formed the North Park Lighting and Landscaping District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Yolo for the City of Woodland to pay the maintenance and services of landscaping, lighting and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the annual levy of the District, and to prepare and file an Engineer's Report with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, AS FOLLOWS:

Section 1: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report (hereinafter referred to as the "Report") concerning the levy of assessments for the District in accordance with *Chapter 1, Article 4 (commencing with Section 22565), pursuant to Chapter 3, Section 22622* of the Act.

Section 2: The improvements within the District include: ground cover, turf, shrubs, gardens and trees; play areas with play equipment; irrigation and drainage systems; park perimeter fencing; noise walls; street lighting and park lights; and all necessary appurtenances. The Report so ordered, shall describe the existing improvements and any new improvements or substantial changes in the existing improvements.

PASSED, APPROVED, AND ADOPTED THIS ________ DAY OF _________, 2012.

RESOLUTION NO.____________

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, ___________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the ______ day of ____________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_________________________________,
Art Pimentel, Mayor
City of Woodland

_________________________________,
Ana Gonzalez, City Clerk
City of Woodland

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2012/2013.

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") and by previous Resolution, initiated proceedings for the "North Park Lighting and Landscaping District" (hereafter referred to as the "District") for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping, lighting and all appurtenant facilities related thereto; and,

WHEREAS, the City Council has, by previous Resolution ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the District and assessment for Fiscal Year 2012/2013, pursuant to *Chapter 3, Section 22622* of the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk said Report in connection with the District and the levy of assessments for Fiscal Year 2012/2013 (Beginning July 1, 2012 and ending June 30, 2013) in accordance with *Chapter 1, Article 4* of the Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act, the City Council may approve the report, as filed, or may it may modify the report in any particular and approve it as modified.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

a. A Description of Improvements.
b. A Description of the District.
c. The proposed Annual Budget for the fiscal year (Costs and Expenses).
d. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
e. The District Roll containing the Levy for each Assessor Parcel Number within the District proposed for Fiscal Year 2012/2013.

Section 3: The District, the proposed improvements, each and all of the budget items and documents, and the proposed assessments as outlined in the Report have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, and are in compliance with the Act and the provisions of California Constitution Article XIIID.

Section 4: The Report is hereby approved on a preliminary basis, as presented or modified, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 6: The City Council hereby declares its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs associated with the operation, maintenance and servicing of the landscaping and lighting improvements related thereto, for Fiscal Year 2012/2013.

<u>Section 7</u>: The improvements within the District include: the maintenance and operation of and the furnishing of services and materials for: ground cover, turf, shrubs, gardens and trees; play areas with play equipment; irrigation and drainage systems; park perimeter fencing; noise walls; street lighting and park lights; and all necessary appurtenances. The Report as previously approved and on file with the City Clerk, provides a full and complete description of all improvements and any or all substantial changes to the improvements within the District.

<u>Section 8</u>: The boundaries of the District are described in the Engineer's Report on file with the City Clerk, and are defined as the boundaries described in the formation documents of the District, generally: north of West Kentucky Avenue; west of North West Street; and east of County Road 98; within the County of Yolo, State of California. The existing District does not contain any zones and is designated as "North Park Lighting and Landscaping District."

<u>Section 9</u>: The proposed assessment for Fiscal Year 2012/2013 does not exceed the maximum assessment previously approved, and the assessments are outlined in the Engineer's Report, which details any changes or increases in the annual assessments.

<u>Section 10</u>: The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments for the District. The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution once in the Local Newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices in accordance with *Chapter 3, Section 22626* of the Act.

<u>Section 11</u>: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 19, 2012** or as soon thereafter as feasible in the City Council Chambers, City Hall, located at 300 First Street, Woodland, California.

RESOLUTION NO.____________

PASSED, APPROVED, AND ADOPTED THIS ________ DAY OF _________, 2012.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, __________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the ______ day of ____________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

________________________________,
Art Pimentel, Mayor
City of Woodland

________________________________,
Ana Gonzalez, City Clerk
City of Woodland

City of Woodland

North Park
Landscaping and Lighting District

ENGINEER'S ANNUAL LEVY REPORT
FISCAL YEAR 2012/2013

Intent Meeting: May 22, 2012
Public Hearing: June 19, 2012

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WILLDAN
Financial Services

ENGINEER'S REPORT AFFIDAVIT

North Park Landscaping and Lighting District

City of Woodland

Yolo County, State of California

This Report describes the District and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2012/2013, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Yolo County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this ____________ day of ______________, 2012.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Woodland

By: ________________________________

Marc Grijalva
Project Manager, District Administration Services

By: ________________________________

Richard Kopecky
R. C. E. # 16742

TABLE OF CONTENTS

I. OVERVIEW

A. Introduction

The City of Woodland (“City”) annually levies and collects special assessments in order to maintain the improvements within the North Park Lighting and Landscaping District (“District”). The District was formed in 1993 and annual assessments are levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”).

This Engineer’s Annual Levy Report (“Report”) describes the District, any annexations, or changes to the District including substantial changes to the District improvements, and the proposed assessments for fiscal year 2012/2013. The proposed assessments are based on the historical and estimated cost to maintain the improvements that provide special benefits to properties within the District. The costs of improvements and the annual levy include the expenditures, deficits, surpluses, revenues, and reserves. Each parcel is assessed proportionately for only those improvements provided and for which the parcel receives benefit based on an established method of apportionment.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the County of Yolo Assessor’s Office. The County of Yolo Auditor/Controller uses Assessment Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a noticed public hearing, and review of the Engineer’s Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2012/2013 pursuant to the Act. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2012/2013.

B. Compliance with Current Legislation

Pursuant to the 1972 Act, the City Council annually conducts a public hearing to accept property owner and public comments and testimony, to review the Engineer’s Report, and to approve the annual assessments to be levied on the County tax roll for the fiscal year. The assessments contained in this Report and to be approved by the City Council have been prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitutional Article XIIID (Proposition 218).

The City has reviewed the provisions of the California Constitutional Article XIIID and has made the following findings and determinations:

Pursuant to the California Constitution Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4 and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the improvements and the annual assessment for maintaining the District improvements were part of the original conditions of development and approved by the original property owner (developer). As such, pursuant to Article XIIID Section 5 (b) the existing assessments were approved by the property owners at the time the assessment was created (originally imposed pursuant to a 100% landowner petition) and therefore the pre-existing assessment amount (assessment rate) was exempt from the procedural requirements Article XIIID Section 4.

The provisions of the California Constitutional Article XIIID do not alter the non-conflicting provisions of the Landscaping and Lighting Act of 1972. As such, the Method of Apportionment described in this Report utilizes commonly accepted assessment engineering practices consistent with the 1972 Act and the provisions of the California Constitution Article XIIID. The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate of $215.40 previously approved and adopted for the District. Any proposed assessment that exceeds the maximum assessment rate is considered an increased assessment. Pursuant to the provisions of the California Constitution Article XIIID, any new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIIID Section 4.

II. DESCRIPTION OF THE DISTRICT

A. Boundaries of the District

The District is located in the northwest portion of the City of Woodland, generally:

- North of West Kentucky Avenue;
- West of North West Street;
- East of County Road 98

The District consists of the parcels located in the subdivisions known as North Park Unit No. 5A, Tract 3794; North Park Unit No. 5B, Tract 4147; and Woodland West, Tract 3714.

B. Description of the District Improvements and Services

The District provides and ensures the continued maintenance, servicing, administration and operation of various landscape and lighting improvements, and associated appurtenances that benefit parcels within the District. The assessable parcels receive benefit from the maintenance and servicing of sound walls, backup landscaping and street lighting within the District; park lighting and equipment in Park Parcel A; landscaped park areas and perimeter fencing in Park Parcels A and B. Please see below for specific improvement locations.

Specific improvements include ground cover, turf, shrubs, trees, gardens, play areas and play equipment, picnic areas, bike paths, park maintenance facilities, irrigation and drainage systems, graffiti removal, and associated appurtenances. The services provided include the necessary operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.

The assessable parcels identified as being within the District share in both the costs and the benefits of the improvements. The costs associated with the improvements are equitably spread among the benefiting parcels within the District. Only parcels that receive special benefit from the improvements are assessed, and each parcel is assessed in proportion to the benefit received. The funds collected are dispersed and used for only the services and operation provided by the District.

C. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.

- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- The maintenance or servicing, or both, of any of the foregoing.

- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;

- The costs of printing, advertising, and the publishing, posting and mailing of notices;

- Compensation payable to the County for collection of assessments;

- Compensation of any engineer or attorney employed to render services;

- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;

- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.

- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Furthermore, the 1972 Act specifies that where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:

- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
- Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments.

- Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

D. SPECIFIC IMPROVEMENTS

The following table provides the location, improvements and services for the specific areas provided and maintained within the District.

	Park Parcel A	Park Parcel B	Back Up Landscaping	Sound Walls	Interior Street
Description Location	1.4 acre park between Falcon Drive and Quail Drive	1.2 acre park at the Northwest corner of the intersection of North Ashley Ave. and Quail Drive	Along West Kentucky Avenue between County Road 98 and the Southwest corner of Park Parcel A	Along West Kentucky Avenue between County Road 98 and the Southwest corner of Park Parcel A	Throughout District
Improvements					
Landscaping	Turf, native grasses, trees, shrubs, ground cover, a garden, park maintenance facilities, irrigation and drainage system	Tree Shrubs, ground cover, irrigation and drainage system	Tree Shrubs, ground cover, irrigation and drainage system		Street Lighting
Lighting	Park lights				
Park Facilities	Play equipment, picnic area, bike path	Storm drain detention basin			
Fencing	Perimeter fencing	Perimeter fencing			
Services	All necessary maintenance and service to keep all improvements in a healthy, vigorous condition Irrigation System Repair Fencing Repair	All necessary maintenance and service to keep landscaping in a healthy, vigorous condition Irrigation System Repair Fencing Repair	All necessary maintenance and service to keep landscaping in a healthy, vigorous condition Irrigation System Repair	Graffiti removal on street side exterior surface	Electric Service Costs

III. METHOD OF APPORTIONMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

B. Benefit Analysis

Exempt Assessments

As discussed previously, in compliance with the State Constitution Article XIIID, the City has carefully reviewed all District improvements and the corresponding assessments and determined that the annual assessments were part of the original conditions of development and approved by the developer (a 100% landowner petition). Article XIIID Section 5 provides for certain existing assessments to be exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically for this District:

- Assessments approved by all the property owners at the time the assessment was created (originally imposed pursuant to a 100% landowner petition).

As such, the existing assessment rates including the annual maximum assessment cap formula are exempt from both the substantive and procedural requirements of Article XIIID Section 4 until such time that the assessment is increased above the adjusted annual maximum assessment rates or properties are annexed into the District. However, it has also been determined that the properties within the District are proportionally assessed for only improvements that provide a special benefit to those properties and therefore the assessments meet the substantive requirements of Article XIIID.

Special Benefits

The method of apportionment (method of assessment) is based on the premise that each assessed parcel receives special benefit from the improvements maintained and funded by the assessments. Specifically, landscaping and lighting improvements installed in connection with the development of these parcels. The desirability of properties within District is enhanced by the presence of well-maintained parks, landscaping and lighting improvements in close proximity to those properties.

The annual assessments outlined in this Report are based on the estimated costs to provide necessary services, operation, administration, and maintenance required to ensure the satisfactory condition and quality of each improvement.

The special benefits associated with the parks and landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the District providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities;
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and highways;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;

- Improved traffic circulation and reduced nighttime accidents and personal property loss;
- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits

In addition to the special benefits received by the parcels within the proposed District, there are the incidental general benefits conferred by the proposed improvements.

The general benefit to properties from the landscaping, streetlight and drainage improvements is a benefit to the parcels within the City. The parcels share equally the cost of the maintenance of the improvements.

The total benefits are thus a combination of the special benefits to the parcels within the District and the general benefits to the public at large and to adjacent property owners. Any portion of the total costs, which are associated with general benefits, will not be assessed to the parcels in the District, but will be paid from other City funds.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

C. Assessment Methodology

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method, which fairly distributes the net amount to be assessed among all assessable parcels in proportion to the estimated special benefits to be received by each such parcel from the improvements. The special benefit formula used within the District should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on estimated special benefit to each parcel.

It has been determined that assessed parcels in the District receive special benefit from the services and improvements provided by the District. The assessable parcels within the District are single family residential parcels and are considered to benefit equally from the improvements and are assigned one Equivalent Dwelling Unit (EDU). The levy amount is therefore spread evenly to each assessable parcel in the District, on a per parcel method.

Total Balance to Levy / Total EDU = Parcel Levy Amount

IV. DISTRICT BUDGET

A. DESCRIPTION OF BUDGET ITEMS

The following is a brief description of the costs associated with the improvements and services funded through the District.

DIRECT COSTS:

***Maintenance Costs/Labor* —** Includes all regularly scheduled labor and general maintenance cost including all wages, salaries, benefits and contract services required to properly maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

***Utilities* —** The furnishing of water and electricity required for the operation and maintenance of the improvements and facilities.

***Equipment and Supplies* —** Includes all, materials, supplies, (e.g. pipe, fertilizer, insecticides, fuel, cleaning material etc.), and equipment, (e.g. communication, small tools, rentals, machinery etc.), required to operate, maintain and ensure the satisfactory condition of all improvements and appurtenant facilities.

***Repairs and Miscellaneous Expenses* —** This item includes repairs to the improvements and facilities that are not included in the yearly maintenance costs. This may include repair of damaged amenities due to vandalism, storms, etc. Also included may be planned upgrades or replacements of the improvements and equipment that provide a direct benefit to the District.

ADMINISTRATION COSTS:

***District Administration* —** May include all or a portion of the administrative and professional service costs associated with the coordination of District services and operations including response to public concerns and education and procedures associated with the levy and collection of assessments. This budget item also includes the costs of contracting with professionals to provide administrative, legal or engineering services specific to the District.

County Administration Fee — This is the cost to the District for the County to collect assessments on the property tax bills.

LEVY BREAKDOWN:

Total District and Admin. Costs — This is the combined costs of District Costs and Administration Costs.

Reserve Collection/(Contribution) — The 1972 Act pursuant to Chapter 1, *Article 4 Section 22569 (a),* provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

General Fund Replenishment/(Contribution) **—** This item represents Replenishments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/(Contribution) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional monies being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures, and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, the available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount still outstanding.

A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advance funds to the District as a temporary loan to meet the proposed expenditures. Generally, the available Reserve Funds must be exhausted before a temporary loan is advanced to the District and any funds temporarily loaned in excess of the available Reserve Funds will be reflected as a negative Ending Reserve Fund Balance. This negative Reserve Fund Balance will be repaid and replenished through future assessment revenues.

Capital Improvement Fund Collection/(Contribution) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Contribution) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

***Balance to Levy* —** This is the total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Collection/(Contribution), Replenishment/(Contribution), and Other Revenue Sources.

DISTRICT STATISTICS:

***Total Number of Parcels* —** The total number of parcels within the District.

Total Parcels Levied - The total number of parcels within the District that are assessed. Non-assessable lots or parcels include properties that have been determined to receive no special benefits from the improvements, and may include land principally encumbered by public or other right-of-ways or easements, common areas, and/or parcels that have restricted use or development potential.

***Total Equivalent Dwelling Units* —** The assessable parcels within the District are considered to benefit equally from the improvements and are assigned one Equivalent Dwelling Unit (EDU).

***Levy per EDU* —** This amount represents the assessment rate being applied to each parcel. The Levy per EDU is the result of dividing the total Balance to Levy, by the sum of the Total Equivalent Dwelling Units to be assessed.

Maximum Assessment per EDU — This amount represents the maximum rate to each parcel's individual EDU.

RESERVE INFORMATION:

***Reserve Balance* —** The Reserve Balance eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. The Reserve Account allows the District to retain sufficient funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January or February (when the County provides the City with the first installment of assessments collected from the property tax bills). Additional funds may be collected each year to ensure adequate operating funds are available or the funds may be used to reduce the Balance to Levy. Using reserve amounts in this way allows the Levy rate to remain fairly constant, although District costs may fluctuate. The Previous Reserve Balance reflects the projected funds available at the beginning of the current fiscal year (based on the projected revenues and expenses from the prior fiscal year). The Estimated Ending Reserve Balance reflects the projected funds that are anticipated at the end of the current fiscal year (assuming the revenues and expenditures occur as budgeted).

B. District Budget Fiscal Year 2012/2013

BUDGET ITEMS	TOTAL DISTRICT
DIRECT COSTS	
Maintenance Costs/Labor	$11,394.00
Utilities	14,250.00
Equipment & Supplies	2,035.00
Repairs/Miscellaneous Expenses	995.00
Direct Costs (Subtotal)	**$28,674.00**
ADMINISTRATION COSTS	
District Administration	$1,417.71
County Administration Fee	124.00
Administration Costs (Subtotal)	**$1,541.71**
LEVY BREAKDOWN	
Total Direct and Admin. Costs	$30,215.71
Reserve Collection/(Contribution)	(3,506.11)
General Fund Replenishment/(Contribution)	0.00
CIP Collection	0.00
Balance to Levy	**$26,709.60**
DISTRICT STATISTICS	
Total Number of Parcels	125.00
Total Parcels Levied	124.00
Total Equivalent Dwelling Units	124.00
Levy Per EDU	**$215.40**
Maximum Assessment Per EDU	**$215.40**
RESERVE INFORMATION	
Previous Reserve Balance	$22,906.00
Reserve Fund Activity	(3,506.11)
Estimated Ending Reserve Balance	**$19,399.89**

APPENDIX A - DISTRICT ASSESSMENT DIAGRAM

An Assessment District Diagram has been prepared for the District in the format required by the 1972 Act, and is on file with the City Clerk, and, by reference is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk, during normal business hours.

Appendix B - 2012/2013 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared.

Non-assessable lots or parcels include land principally encumbered by public or utility rights-of-way and common areas. These parcels will not be assessed.

A listing of parcels assessed within the District, along with the assessment amounts, is included on the following pages and has been identified as ―Fiscal Year 2012/2013 Assessment Roll".

City of Woodland
North Park Lighting and Landscaping District
FY 2012/13 Assessment Roll (Sorted by Assessor's Parcel Number)

Assessor's Parcel Number	Situs Address	Land Assessed Value	Structure Assessed Value	Total Assessed Value	Charge
027-470-002-000	320 QUAIL DR	$72,951.00	$108,101.00	$181,052.00	$215.40
027-470-003-000	324 QUAIL DR	67,296.00	108,898.00	176,194.00	215.40
027-470-004-000	328 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-470-005-000	332 QUAIL DR	68,070.00	87,594.00	155,664.00	215.40
027-470-007-000	331 QUAIL DR	95,000.00	104,500.00	199,500.00	215.40
027-470-008-000	332 REDWING DR	65,000.00	85,000.00	150,000.00	215.40
027-470-009-000	336 REDWING DR	72,099.00	129,127.00	201,226.00	215.40
027-470-010-000	340 REDWING DR	75,701.00	134,083.00	209,784.00	215.40
027-470-011-000	344 REDWING DR	85,000.00	110,000.00	195,000.00	215.40
027-470-012-000	348 REDWING DR	85,000.00	110,000.00	195,000.00	215.40
027-470-013-000	352 REDWING DR	85,000.00	110,000.00	195,000.00	215.40
027-470-014-000	356 REDWING DR	85,000.00	110,000.00	195,000.00	215.40
027-470-015-000	360 REDWING DR	85,000.00	140,000.00	225,000.00	215.40
027-470-016-000	364 REDWING DR	72,951.00	92,780.00	165,731.00	215.40
027-470-017-000	368 REDWING DR	72,951.00	130,649.00	203,600.00	215.40
027-470-018-000	372 REDWING DR	105,000.00	140,000.00	245,000.00	215.40
027-470-019-000	429 FALCON DR	105,000.00	110,000.00	215,000.00	215.40
027-470-020-000	425 FALCON DR	72,951.00	128,660.00	201,611.00	215.40
027-470-021-000	421 FALCON DR	69,912.00	89,234.00	159,146.00	215.40
027-470-022-000	367 REDWING DR	76,446.00	115,311.00	191,757.00	215.40
027-470-023-000	363 REDWING DR	72,951.00	94,107.00	167,058.00	215.40
027-470-024-000	359 REDWING DR	72,951.00	106,776.00	179,727.00	215.40
027-470-025-000	355 REDWING DR	76,446.00	147,014.00	223,460.00	215.40
027-470-026-000	351 REDWING DR	90,000.00	90,000.00	180,000.00	215.40
027-470-027-000	347 REDWING DR	85,000.00	110,000.00	195,000.00	215.40
027-470-028-000	343 REDWING DR	72,951.00	102,944.00	175,895.00	215.40
027-470-029-000	339 REDWING DR	85,000.00	115,000.00	200,000.00	215.40
027-470-030-000	335 REDWING DR	85,000.00	135,000.00	220,000.00	215.40
027-470-031-000	331 REDWING DR	85,000.00	110,000.00	195,000.00	215.40
027-470-032-000	327 REDWING DR	85,000.00	110,000.00	195,000.00	215.40
027-470-033-000	323 REDWING DR	71,308.00	101,071.00	172,379.00	215.40
027-470-034-000	319 REDWING DR	65,978.00	110,363.00	176,341.00	215.40
027-470-035-000	315 REDWING DR	71,308.00	136,143.00	207,451.00	215.40
027-470-037-000	416 FALCON DR	72,951.00	98,087.00	171,038.00	215.40
027-470-038-000	412 FALCON DR	72,951.00	106,231.00	179,182.00	215.40
027-470-039-000	408 FALCON DR	85,000.00	110,000.00	195,000.00	215.40
027-470-040-000	404 FALCON DR	100,753.00	105,790.00	206,543.00	215.40
027-470-041-000	381 CARDINAL DR	71,976.00	115,044.00	187,020.00	215.40
027-470-042-000	385 CARDINAL DR	72,951.00	109,426.00	182,377.00	215.40
027-470-043-000	389 CARDINAL DR	85,000.00	110,000.00	195,000.00	215.40
027-470-044-000	390 CARDINAL DR	72,951.00	133,304.00	206,255.00	215.40
027-470-045-000	386 CARDINAL DR	72,951.00	133,304.00	206,255.00	215.40
027-470-046-000	382 CARDINAL DR	80,000.00	115,000.00	195,000.00	215.40
027-480-001-000	336 QUAIL DR	72,099.00	108,644.00	180,743.00	215.40
027-480-002-000	340 QUAIL DR	72,099.00	94,976.00	167,075.00	215.40
027-480-003-000	344 QUAIL DR	72,099.00	108,152.00	180,251.00	215.40
027-480-004-000	348 QUAIL DR	72,099.00	94,976.00	167,075.00	215.40
027-480-005-000	352 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-480-006-000	360 QUAIL DR	72,099.00	103,563.00	175,662.00	215.40
027-480-007-000	364 QUAIL DR	72,099.00	108,152.00	180,251.00	215.40
027-480-008-000	368 QUAIL DR	60,000.00	85,000.00	145,000.00	215.40
027-480-009-000	372 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-480-010-000	376 QUAIL DR	72,099.00	103,849.00	175,948.00	215.40
027-480-011-000	380 QUAIL DR	80,602.00	115,765.00	196,367.00	215.40
027-480-012-000	384 QUAIL DR	80,000.00	115,000.00	195,000.00	215.40
027-480-013-000	388 QUAIL DR	60,299.00	152,071.00	212,370.00	215.40

City of Woodland
North Park Lighting and Landscaping District
FY 2012/13 Assessment Roll (Sorted by Assessor's Parcel Number)

Assessor's Parcel Number	Situs Address	Land Assessed Value	Structure Assessed Value	Total Assessed Value	Charge
027-480-014-000	392 QUAIL DR	69,912.00	95,338.00	165,250.00	215.40
027-480-015-000	396 QUAIL DR	95,000.00	130,000.00	225,000.00	215.40
027-480-016-000	451 ROBIN DR	74,773.00	104,062.00	178,835.00	215.40
027-480-017-000	447 ROBIN DR	71,976.00	101,968.00	173,944.00	215.40
027-480-018-000	443 ROBIN DR	60,000.00	85,000.00	145,000.00	215.40
027-480-019-000	439 ROBIN DR	71,308.00	84,213.00	155,521.00	215.40
027-480-020-000	435 ROBIN DR	71,308.00	106,968.00	178,276.00	215.40
027-480-021-000	431 ROBIN DR	60,000.00	85,000.00	145,000.00	215.40
027-480-022-000	427 ROBIN DR	85,000.00	110,000.00	195,000.00	215.40
027-480-023-000	423 ROBIN DR	75,000.00	120,000.00	195,000.00	215.40
027-480-024-000	419 ROBIN DR	60,000.00	85,000.00	145,000.00	215.40
027-480-025-000	415 ROBIN DR	71,308.00	140,684.00	211,992.00	215.40
027-480-026-000	411 ROBIN DR	77,794.00	127,848.00	205,642.00	215.40
027-480-028-000	397 CARDINAL DR	95,000.00	115,000.00	210,000.00	215.40
027-480-029-000	393 CARDINAL DR	65,978.00	125,360.00	191,338.00	215.40
027-480-030-000	394 CARDINAL DR	72,099.00	103,563.00	175,662.00	215.40
027-480-031-000	420 ROBIN DR	72,099.00	111,552.00	183,651.00	215.40
027-480-032-000	424 ROBIN DR	72,099.00	140,582.00	212,681.00	215.40
027-480-033-000	428 ROBIN DR	65,978.00	90,161.00	156,139.00	215.40
027-480-034-000	432 ROBIN DR	72,099.00	96,772.00	168,871.00	215.40
027-480-035-000	436 ROBIN DR	72,099.00	117,570.00	189,669.00	215.40
027-480-036-000	391 QUAIL DR	80,000.00	115,000.00	195,000.00	215.40
027-480-037-000	387 QUAIL DR	72,099.00	94,976.00	167,075.00	215.40
027-480-038-000	383 QUAIL DR	72,099.00	117,328.00	189,427.00	215.40
027-480-039-000	379 QUAIL DR	72,099.00	98,271.00	170,370.00	215.40
027-480-040-000	375 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-480-041-000	371 QUAIL DR	72,099.00	113,396.00	185,495.00	215.40
027-480-042-000	367 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-480-043-000	363 QUAIL DR	85,000.00	130,000.00	215,000.00	215.40
027-480-044-000	359 QUAIL DR	80,000.00	115,000.00	195,000.00	215.40
027-480-045-000	355 QUAIL DR	64,237.00	112,036.00	176,273.00	215.40
027-480-046-000	351 QUAIL DR	70,000.00	125,000.00	195,000.00	215.40
027-480-047-000	347 QUAIL DR	72,099.00	121,448.00	193,547.00	215.40
027-480-048-000	343 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-480-049-000	339 QUAIL DR	85,000.00	130,000.00	215,000.00	215.40
027-480-050-000	335 QUAIL DR	67,296.00	122,362.00	189,658.00	215.40
027-560-001-000	426 HAWK DR	60,000.00	85,000.00	145,000.00	215.40
027-560-002-000	422 HAWK DR	69,912.00	100,543.00	170,455.00	215.40
027-560-003-000	418 HAWK DR	85,000.00	110,000.00	195,000.00	215.40
027-560-004-000	414 HAWK DR	105,000.00	90,000.00	195,000.00	215.40
027-560-005-000	410 HAWK DR	85,000.00	110,000.00	195,000.00	215.40
027-560-006-000	406 HAWK DR	85,000.00	110,000.00	195,000.00	215.40
027-560-007-000	405 DOVE DR	80,000.00	175,000.00	255,000.00	215.40
027-560-008-000	409 DOVE DR	85,000.00	110,000.00	195,000.00	215.40
027-560-009-000	413 DOVE DR	71,308.00	119,639.00	190,947.00	215.40
027-560-010-000	417 DOVE DR	85,000.00	110,000.00	195,000.00	215.40
027-560-011-000	421 DOVE DR	71,308.00	102,423.00	173,731.00	215.40
027-560-012-000	425 DOVE DR	90,000.00	155,000.00	245,000.00	215.40
027-560-018-000	284 QUAIL DR	90,000.00	155,000.00	245,000.00	215.40
027-560-019-000	288 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-560-020-000	292 QUAIL DR	69,912.00	124,563.00	194,475.00	215.40
027-560-021-000	296 QUAIL DR	85,000.00	107,500.00	192,500.00	215.40
027-560-022-000	425 HAWK DR	100,000.00	169,000.00	269,000.00	215.40
027-560-023-000	421 HAWK DR	65,978.00	126,745.00	192,723.00	215.40
027-560-024-000	417 HAWK DR	60,000.00	85,000.00	145,000.00	215.40
027-560-025-000	413 HAWK DR	80,000.00	115,000.00	195,000.00	215.40

City of Woodland
North Park Lighting and Landscaping District
FY 2012/13 Assessment Roll (Sorted by Assessor's Parcel Number)

Assessor's Parcel Number	Situs Address	Land Assessed Value	Structure Assessed Value	Total Assessed Value	Charge
027-560-026-000	409 HAWK DR	71,308.00	84,213.00	155,521.00	215.40
027-560-027-000	405 HAWK DR	85,000.00	110,000.00	195,000.00	215.40
027-560-028-000	401 HAWK DR	85,000.00	140,000.00	225,000.00	215.40
027-560-029-000	285 SWALLOW DR	76,270.00	132,841.00	209,111.00	215.40
027-560-030-000	281 SWALLOW DR	69,912.00	93,430.00	163,342.00	215.40
027-560-031-000	277 SWALLOW DR	69,912.00	93,430.00	163,342.00	215.40
027-560-032-000	273 SWALLOW DR	80,000.00	128,000.00	208,000.00	215.40
027-560-033-000	269 SWALLOW DR	69,912.00	98,048.00	167,960.00	215.40
027-560-039-000	280 QUAIL DR	85,000.00	110,000.00	195,000.00	215.40
027-560-040-000	276 QUAIL DR	85,000.00	140,000.00	225,000.00	215.40
027-560-041-000	272 QUAIL DR	69,912.00	114,409.00	184,321.00	215.40
027-560-042-000	268 QUAIL DR	71,308.00	101,978.00	173,286.00	215.40
Total:					**$26,709.60**
Total Parcels:					**124**

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2012/2013.

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has, by previous Resolutions, formed the Gibson Ranch Landscaping and Lighting District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Yolo for the City of Woodland to pay the maintenance and services of landscaping, lighting and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the annual levy of the District, and to prepare and file an Engineer's Report with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, AS FOLLOWS:

Section 1: The City Council hereby orders Willdan Financial Services to prepare the Engineer's Annual Levy Report (hereinafter referred to as the "Report") concerning the levy of assessments for the District in accordance with *Chapter 1, Article 4 (commencing with Section 22565), pursuant to Chapter 3, Section 22622* of the Act.

Section 2: The improvements within the District include: ground cover, turf, shrubs, trees; arterial & collector street lighting and landscaping; soundwalls; parks and recreation facilities; neighborhood street lighting; neighborhood street trees; irrigation and drainage systems; and all necessary appurtenances. The Report so ordered, shall describe the existing improvements and any new improvements or substantial changes in the existing improvements.

RESOLUTION NO.____________

PASSED, APPROVED, AND ADOPTED THIS ________ DAY OF _________, 2012.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, __________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _______ day of ___________, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

____
Art Pimentel, Mayor
City of Woodland

____
Ana Gonzalez, City Clerk
City of Woodland

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2012/2013.

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") and by previous Resolution, initiated proceedings for the "Gibson Ranch Landscaping and Lighting District" (hereafter referred to as the "District") for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping, lighting and all appurtenant facilities related thereto; and,

WHEREAS, the City Council has, by previous Resolution ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the District and assessment for Fiscal Year 2012/2013 pursuant to *Chapter 3, Section 22622* of the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk said Report in connection with the District and the levy of assessments for Fiscal Year 2012/2013 (Beginning July 1, 2012 and ending June 30, 2013) in accordance with *Chapter 1, Article 4* of the Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act, the City Council may approve the report, as filed, or may it may modify the report in any particular and approve it as modified.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

a. A Description of Improvements.
b. A Description of the District.
c. The proposed Annual Budget for the fiscal year (Costs and Expenses).
d. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
e. The District Roll containing the Levy for each Assessor Parcel Number within the District proposed for Fiscal Year 2012/2013.

Section 3: The District, the proposed improvements, each and all of the budget items and documents, and the proposed assessments as outlined in the Report have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, and are in compliance with the Act and the provisions of California Constitution Article XIIID.

Section 4: The Report is hereby approved on a preliminary basis, as presented or modified, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 6: The City Council hereby declares its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs associated with the operation, maintenance and servicing of the landscaping and lighting improvements related thereto, for Fiscal Year 2012/2013.

<u>Section 7</u>: The improvements within the District include: the maintenance and operation of and the furnishing of services and materials for: ground cover, turf, shrubs, trees; arterial & collector street lighting and landscaping; soundwalls; parks and recreation facilities; neighborhood street lighting; neighborhood street trees; irrigation and drainage systems; and all necessary appurtenances. The Report as previously approved and on file with the City Clerk, provides a full and complete description of all improvements and any or all substantial changes to the improvements within the District.

<u>Section 8</u>: The boundaries of the District are described in the Engineer's Report on file with the City Clerk, and are defined as the boundaries described in the formation documents of the District, generally: South of Interstate 5; West of County Road 102; and East of County Road 101; within the County of Yolo, State of California. The existing District does not contain any zones and is designated as "Gibson Ranch Landscaping and Lighting District."

<u>Section 9</u>: The proposed assessment for Fiscal Year 2012/2013 does not exceed the maximum assessment previously approved, and the assessments are outlined in the Engineer's Report, which details any changes or increases in the annual assessments.

<u>Section 10</u>: The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments for the District. The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution once in the Local Newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices in accordance with *Chapter 3, Section 22626* of the Act.

<u>Section 11</u>: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 19, 2012** or as soon thereafter as feasible in the City Council Chambers, City Hall, located at 300 First Street, Woodland, California.

RESOLUTION NO.____________

PASSED, APPROVED, AND ADOPTED THIS ________ DAY OF _________, 2012.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, _______________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

____

Art Pimentel, Mayor
City of Woodland

____

Ana Gonzalez, City Clerk
City of Woodland

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
5.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: May 22, 2012

SUBJECT: Presentation of FY2012/13 Proposed Budget

The City Council has scheduled a Special Study Session on May 22nd to formally receive the City Manager's FY2012/13 Proposed Budget. The preliminary budget document will be distributed in conjunction with the budget presentation on May 22nd.

This study session represents the next step in a series of City Council meetings dedicated to discussion of the city budget. Previous study sessions included a Budget Review session held on January 10th, 2012 where the Council was presented with a general overview of financial trends and issues as well as a proposed framework for achieving long-term fiscal stability. Additional study sessions were conducted on February 21st (Measure E) and March 20th and 27th (General Fund budget reduction options and scenarios).

Feedback provided by the City Council over the course of the past 4 months has informed the budget recommendations to be included in the FY2012/13 Proposed Budget. The focus of the budget presentation will be recommendations for closing the projected fund deficits for the two-year timeframe of FY2012/13 and FY2013/14. The budget will also include a proposed funding level for the FY2012/13 Capital Improvement Plan as well as selected staffing changes aimed at addressing priority needs across the organization, in light of shrinking resources.

Following presentation of the budget at the May 22nd meeting, a follow-up discussion and possible adoption of the budget is tentatively scheduled for the City Council meeting of June 19th. An additional meeting is being reserved for June 26th, should the Council need additional time to consider the recommendations contained in the FY2012/13 Proposed Budget.

The resulting adopted budget would then become effective with the beginning of the new fiscal year, on July 1st, 2012.

Paul Navazio
City Manager