



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

March 16, 2021
6:00 PM

CITY COUNCIL

PLEASE NOTE: The March 16, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom City Council meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) Leave a voice mail message at (530) 661-5900, press Option 1. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time; 3) If you are watching the live stream and wish to make a comment on an item as it is being heard, you may submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

Please click on link below to join the public comment portion of the meeting:
<https://zoom.us/j/99759026181>

Or Phone: US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 997 5902 6181

CLOSED SESSION

5:15 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code Section 54956.8**
Properties: APN 041-080-013, 041-080-017 and 041-080-015
Agency Negotiator: City Manager, Community Development Director, and City Attorney
Negotiating Parties: Foundation for Excellence at Woodland Christian Schools and Costalotta Partners, LLC
Under Negotiations: Price and Terms of Payment
2. **CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6**
Agency Designated Representatives: City Manager, Human Resources Manager and City Attorney
Employee Organization(s): Confidential Employees, Woodland Professional Firefighters' Association, Fire Mid-Management Employees, Mid-Management Unit Employees, Woodland City Employees Association (General Services), Woodland Police Mid-Management, Woodland Police Officers' Association and Woodland Police Supervisors Association

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. 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.

3. **SUBJECT: Long Range Calendar**

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. PRESENTATIONS

4. SUBJECT: Woodland Public Library Annual Report FY 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Woodland Public Library Annual Report 2019-2020 presented by the Woodland Public Library Board of Trustees.

I. CONSENT CALENDAR

5. SUBJECT: City Council Meeting Minutes of February 2, 2021 and February 16, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 2, 2021 and February 16, 2021.

6. SUBJECT: Sustainability Advisory Committee January 20, 2021 Meeting Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the January 21, 2021 meeting of the Sustainability Advisory Committee.

7. SUBJECT: Public Works Quarterly Status Report for the period of December 2020 through February 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of December 2020 through February 2021

8. SUBJECT: Resolution in Support of Energy Efficiency and Conservation Block Grant Reauthorization Bill

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to encourage Woodland's congressional representative, Congressman John Garamendi, to consider cosponsoring H.R. 425, a bipartisan bill that reauthorizes the Energy Efficiency and Conservation Block Grant (EECBG) Program.

9. SUBJECT: Reimbursement for Passenger Van Purchased for Emergency Shelter

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of \$22,669 from the Affordable Housing In-Lieu Fees Fund (327) to reimburse the Yolo Wayfarer Center for the purchase of a passenger van used at the emergency shelter and amending the Fiscal Year 2021 budget as necessary.

10. SUBJECT: Approval of Final Subdivision Map 5106, Spring Lake Central Phase 3, and associated Subdivision Improvement Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 5106, Spring Lake Central Phase 3; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

11. SUBJECT: Appropriate project funding and approve amendment to the consultant agreement for construction inspection with UNICO Engineering for the 2020 Sewer & Water Repair & Replacement Project, CIP #20-07

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repairs, Replacement and Lining, CIP 14-15, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 2) Approve the reallocation of \$300,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 3) Approve the reallocation of \$10,070 of Southeast Area Infrastructure Fees (Fund 593) from the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 4) Approve construction contingencies of up to \$1,360,000 (31.2% of the contract award amount of \$4,359,548) for a total contract amount of up to \$5,719,548; and 5) Approve amendment no. 2 to the consultant agreement for construction inspection services with UNICO Engineering in an amount of \$70,000 and authorize the City Manager to execute the agreement.

12. SUBJECT: Approve Consultant Agreements for Construction Management and Inspection Services for Improvements Associated with the Prudler Phase 1 & Phase 2 Subdivision Improvements and the Parkside 3 Subdivision Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve two consultant services agreements for construction management and inspection with UNICO Engineering Consultants, Inc. The first, for the Prudler Phase 1 & Phase 2 Subdivision, in the amount of \$623,000 and the second, for the Parkside 3 Subdivision, in the amount of \$206,000; and authorize the City Manager to execute the agreement and amendments up to 15% (\$93,450 and \$30,900 respectively) of the agreements.

13. SUBJECT: Amendment to the Professional Services Agreement with Fehr & Peers

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #4 to the professional services agreement with Fehr & Peers for an additional amount not to exceed \$34,200, for transportation planning services for the Woodland Research and Technology Park Specific Plan project and authorize the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$31,260) of the agreement amount.

14. SUBJECT: Approval of Final Map 5171, Cleveland Street Lofts, and Related Subdivision Improvement Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 5171, Cleveland Street Lofts; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

J. REPORTS OF THE CITY MANAGER

15. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

16. SUBJECT: Introduce and waive the first reading of an Ordinance Amending Sections 13.16.100 and 13.16.120 of the Municipal Code Relating to Water Theft

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of Ordinance No. _____, Amending Section 13.16.100 and 13.16.120 of the Municipal Code Relating to Water Theft.

17. SUBJECT: Permanent Supportive Housing Project - Memorandum of Understanding (MOU) for Phase 2 Infrastructure; and award Construction Contract for the Permanent Supportive Housing Project, Phase 2 Infrastructure, CIP #19-22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions.

1. Adopt Resolution No. _____, approving a Memorandum of Understanding Concerning Funding for Infrastructure Construction Work for East Beamer Way Permanent Supportive Housing Project between the City and Friends of the Mission, and authorizing the City Manager to execute such Memorandum of Understanding with Friends of the Mission; and
2. Adopt Resolution No. _____, (a) approving an appropriation of \$1,482,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) and (b) using funds provided by Friends of the Mission, approving an appropriation of \$1,353,356 to the Homeless Housing Fund (331) and to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22); and
3. Adopt Resolution No. _____, awarding a construction contract in the amount of \$2,324,500 to Lister Construction, Inc. for the construction of Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) and authorize a contract contingency of up to 15% (\$348,675) of the total contract amount; and
4. Adopt Resolution No. _____, authorizing the City Manager to execute a contract for construction management and inspection for the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) with UNICO Engineering in an amount up to \$112,322.

18. SUBJECT: City Council Priority Goals and Strategic Actions (2021-22)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational report updating its Priority Goals and Strategic Actions for 2021-2022.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority of the City of Woodland scheduled for Tuesday, March 16, 2021 was posted on Friday, March 12, 2021 in the outside display


Ana B. Gonzalez
City Clerk

In order to minimize the spread of the COVID-19 virus, the City of Woodland is providing multiple alternatives to viewing City Council meetings and providing comments on items on the agenda. These alternatives allow the City to adhere to social distancing requirements, follow the Governor's Executive Order N-29-20 (which suspends certain requirements of the Brown Act), and provide a way for the public to provide public comment live during the meeting.

VIEWING MEETINGS ONLINE

You are able to view meetings online here: <https://www.cityofwoodland.org/meetings>

Click on the meeting to view the video. It will say LIVE next to the meeting.

SUBMITTING COMMENTS BY E-MAIL

If you wish to make a comment during general public comment or on a specific agenda item, please submit your comment via email to CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Emails comments submitted, to be read into the record, shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

SUBMITTING COMMENTS BY VOICE MAIL

If you wish to leave a voice mail message, please dial (530) 661-5900, press Option 1. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time. Voice mail messages should be three (3) minutes in length.

VIRTUAL PARTICIPATION BY ZOOM VIDEO CONFERENCING

The City of Woodland is now offering the ability to view and participate in City Council meetings via video meetings and telephonic conferencing via "Zoom" video conferencing computer technology. Instructions for participating via Zoom are provided below.

How do I join the City Council meeting via Zoom Video Conferencing?

Please visit: <https://zoom.us/j/99759026181> from a smart phone or computer. You will be prompted to install the Zoom app on your smart phone or computer. From a computer there is an option to view the meeting within the browser without installing the app. You are now ready to join the meeting.

If you have previously installed the Zoom app, you can enter the following meeting ID to join the meeting: 997 5902 6181

I don't have a computer or smart phone; can I still use Zoom?

If you do not have a smart phone or computer to access the meeting via Zoom, no problem! You can participate on the phone.

Call 1-669-900-6833 (Toll Free) and enter meeting ID 997 5902 6181.

How can I provide Public Comment on Zoom?

The Mayor will request public comment during the Public Comment period on the agenda and during each Public Hearing and Regular Calendar Item. Once the Mayor has announced the public comment period, please do one of the following:

USING A COMPUTER OR SMART PHONE:

- Click on the “Raise Hand” feature in the webinar controls. This will notify City staff that you have raised your hand.
- City staff will unmute your microphone when it is your turn to provide public comment.
- A prompt will appear to confirm you would like to be unmuted and then you will have three (3) minutes to provide public comment.
- Once your public comment has ended, you will be muted again.

USING A REGULAR PHONE:

- Dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment.
- City staff will unmute your microphone when it is your turn to provide public comment.
- You will hear “you are unmuted” and then you will have three (3) minutes to provide public comment.
- Once your public comment has ended, you will be muted again.

I am having difficulties preparing for the meeting and learning Zoom, do you have any resources to help me?

Yes, please visit Zoom’s website support page on helpful tips to prepare for the meeting:

<https://support.zoom.us/hc/en-us/categories/201146643>

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 requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: G.3
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

APRIL 6TH

REGULAR MEETING

Advance Peace Presentation
Child Abuse Prevention Month
Salary Schedule
City Council Meeting Minutes of March 2, 2021 and March 16, 2021
Covid-19 Update
Approval of Waste Container Ordinance
Spring Budget Workshop

APRIL 20TH

REGULAR MEETING

Public Hearing - 2nd Reading and Adopt Water Theft Ordinance
Mayor / Mayor Pro Tem Rotation

MAY 4TH

REGULAR MEETING

City Council Meeting Minutes of April 6, 2021 and April 20, 2021
Mosquito Vector Control – Gary Goodman
Research and Tech Park Update

MAY 18TH

REGULAR MEETING

Tree Ordinance Update
Measures F & J Spending Plan
Fiscal Year 21/22 Preliminary Budget Presentation

Future Topics / Study Sessions:

TBD Investment Policy Workshop Comprehensive Zoning Update Redistricting (September)		
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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: H.4
SUBJECT: Woodland Public Library Annual FY 2020

Recommendation for Action: Staff recommends that the City Council receive the Woodland Public Library Annual Report 2019-2020 presented by the Woodland Public Library Board of Trustees.

Prepared by: Greta Galindo, Library Services Director

Attachments:

1. Woodland Public Library Annual Report FY20



Henrietta's Tips



HOW TO WEAR YOUR MASK

DON'T WEAR IT BELOW
YOUR NOSE



... OR ON
YOUR CHIN



NO NO NO, NOT
LIKE THAT



WEAR YOUR MASK
LIKE THIS!



ANNUAL REPORT FY 2019/2020

WOODLAND PUBLIC LIBRARY

July 1, 2019 to June 30, 2020 proved to be a challenging year for us all. Library services were provided as usual until the library closed on March 15 for COVID-19.

HIGHLIGHTS

The past year has brought challenges and changes to library service. The Woodland Public Library is always striving to be responsive and meet community needs. This year was no different in that respect than any other year. Staff were challenged to find new and creative ways to serve and connect with their community. The Library continued to connect people to reading, educational experiences, and community- whether in person or virtually.

RIISING TO THE CHALLENGES IN THE PANDEMIC

While the library door were closed, library staff were hard at work shifting from the physical work of the library to virtual work. New services were developed overnight, such as online storytimes and Teen Advisory Board meetings through zoom. Library staff used social media to connect with patrons and also provide accurate and up to date information regarding the pandemic. Library staff also supported the local pandemic response through work in Square One.

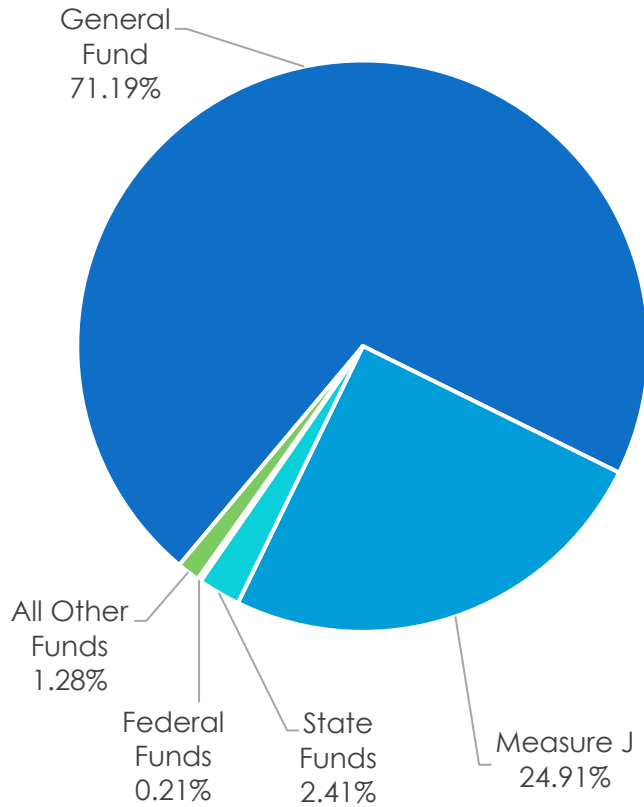
INVESTING IN OUR SPACES



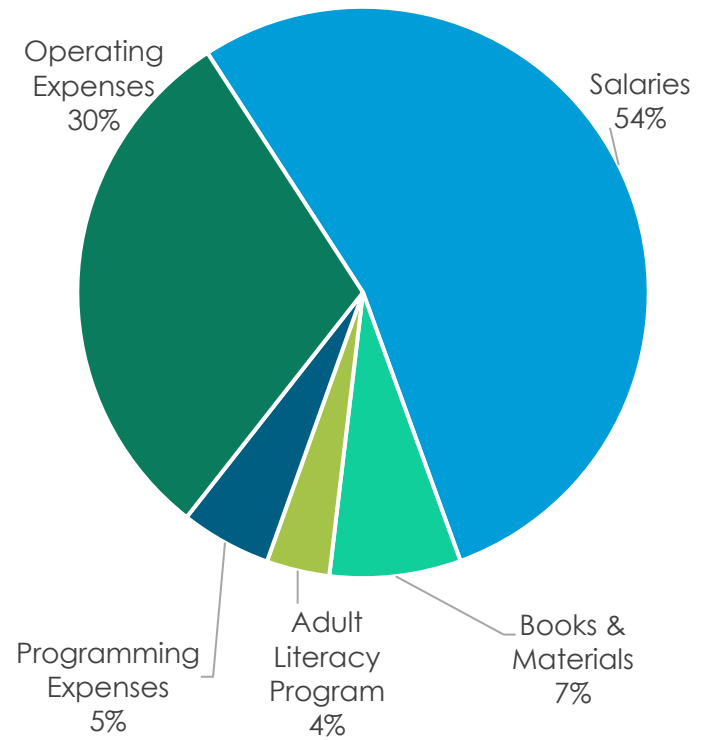
Working within a 115 year old Carnegie Building with various additions can prove challenging. Through work on the Library Facility Master Plan, updates were made to indoor/outdoor lighting, flooring, and security cameras. The Library is working to improve the patron experience at the library through opening up the computer lab, lowering shelving, and improving accessibility

AT-A-GLANCE

Revenue Sources



Cost Allocation Distribution



14 FTE Employees



13,085 Student Success Cards



41,852 Library Card Holders



836 Library Programs



160,302 Annual Visits



17,989 Program Attendance



205,132 Annual Circulation



59,710 Total Population Served

COVID-19 RESPONSE

As COVID-19 shut down Yolo County in March 2020, the library suspended all in-person operations and shifted its service model to virtual programming and access to digital resources. The Library's eBook and eAudiobook collection was promoted and Library eCards were available through e-mail. The new virtual programs included storytimes, paint nights, craft programs, and performers all through the library's website and social media pages.

INCREASED DIGITAL COLLECTION USAGE AND LIBRARY ECARDS

The Library overhauled the website to feature access to the library's online services such as eBooks and eAudiobooks. Demand increased for access to the electronic materials and Library eCard usage increased to 13,446 patrons. In June we were able to begin curbside delivery of Library materials and 1,657 physical books were loaned without contact. The website was revamped to provide reliable and current information on the COVID-19 pandemic and resources were added to support the community in the adjustment to the Stay-at-Home order. There were 14,528 downloads of e-content and 437 database uses.

SHIFT TO VIRTUAL PROGRAMMING



The shift to virtual programming was profound and quick. The library staff quickly pivoted to engage patrons through social media and the website. Staff produced 25 Interactive and live online events with 2,514 participants and 100 virtual storytimes with live and recorded views totaling 20,000 minutes watched.

COVID-19 RESPONSE

SUPPORTING THE COMMUNITY



When the stay-at-home orders were issued in Yolo County, masks and other Personal Protective Equipment were difficult to find for even front line workers. Square One staff began making masks and 3-D printing face shields. More than 1200 fabric masks and 200 face shields were distributed to the Woodland hospital, police department, local businesses, and farm workers.

TEEN ENGAGEMENT

When the beginning of quarantine hit, Woodland Public Library's Teen Services Librarian adapted quickly to provide virtual programs and socially distanced activities for youth.

In March, the library started the QuarantEEN Spring Reading Program through Beanstack with 48 teens registered to receive a free book of their choice mailed directly to their home.



In April and May, Teen Advisory Board (TAB) meetings continued virtually through Zoom. TAB members met in a safe space to talk about their experience, initial COVID-19 concerns, and draw support from each other and the teen librarian. TAB members drew messages and pictures of support which were captured via screenshots and shared on the library's social media pages with permission.

In June, a large cohort of TAB seniors were graduating without the ability to participate in the traditional TAB graduation at the library. The teen librarian ensured that the 20 graduating seniors received a gift basket filled with goodies and a library certificate of appreciation, dropped off personally at their homes. Each TAB senior was featured virtually on the library's social media pages and their families were appreciative of the gesture and recognition.

COVID-19 RESPONSE

CONNECTING WITH CHILDREN AND FAMILIES



While many events pivoted online this year, we were able to offer some new in-house programs both before and during the pandemic. Books and Badges was introduced in late fall, inviting police officers to come to the library once a month to read a story. Attendees were invited to stay for a light snack and a police-themed craft. Although this program ran for only 2 months (Jan, Feb), we had over 100 attendees.



When the pandemic hit, the library started offering storytimes online in March and have continued ever since, offering four storytimes a week.



In April and May the library offered virtual programs such as a socially-distanced egg hunt, weekly virtual craft tutorials, Family Code Week, and a Cover to Cover Reading Challenge. The egg hunt was well received, with many participants throughout Woodland taping colored eggs on their windows. The weekly streaming craft tutorials included directions and were able to be completed with minimal household materials. In mid-April the library hosted Family Code week with free, guided coding for all ages. The Cover to Cover Reading Challenge was sponsored by In-N-Out Burger and had 90 program participants. Free hamburger or cheeseburger meal coupons provided by our local restaurant were mailed to challenge completers.

BY THE NUMBERS:

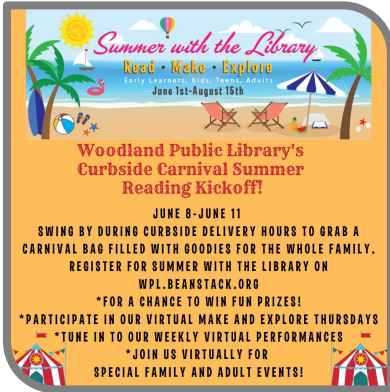


189 storytimes
offered



3,610 patrons
attended

SUMMER AT THE LIBRARY



The library's Summer Reading Program kicked off at the beginning of June and offered a Curbside Carnival Kick-Off with over 200 participants. The Curbside Carnival took place from June 8th-June 11th and allowed families to swing by during curbside delivery hours to pick up a carnival bag filled with goodies for the whole family. The library moved all the usual summer events we typically offer in-house to virtual including weekly summer performances, family and adult paint nights, and Make and Explore Thursdays in which the library packed 100 grab and go craft kits each week for patrons to follow along with streaming staff instructions at home.

KIDS



The summer Read*Make*Explore program continued from previous years in a virtual format. The Carnival kicked off the event to distribute goodie bags and information for the program. Throughout the summer, over 200 bags of crafts and prize library swag were distributed. Monthly Bingo Nights were a huge hit once a month, attended by 150 patrons. Three hundred forty five children registered for the summer Read*Make*Explore challenge, half of whom completed the program.

BY THE NUMBERS:



2,514 people
attended
25 events



47,083
minutes
read



8,154
books
read

SUMMER AT THE LIBRARY

TEENS



The Virtual Teen Summer Reading Program challenged teens to participate in safe, Covid-friendly activities. Forty eight teens registered to read 5 books, make 5 things, and explore their hometown in 5 ways. Teens also submitted book reviews on some of their favorite books that were featured on the library's social media pages. Teens that read 5 books received a free book of their choice plus a \$5 Dutch Brothers gift card, generously funded by the Woodland Friends of the Library. Teens who read 5 books, made 5 things, and explored 5 ways were entered into a raffle for one of the following prizes: Nintendo Switch Lite, a \$250 gift certificate for a skateboard from SorD Boardshop, Mongoose Scooter, and 145 Piece Deluxe Art Creativity Set. Here are some of the teens that received their prizes and were grateful for the engaging summer program!



BY THE NUMBERS:



7,556

school-age
children attended



202

programs
offered



COMMUNITY IMPACT

EARLY LITERACY



The public library is a fun, creative, safe space where parents and caregivers can bring their children to learn and interact with one another and in groups. Early childhood literacy services and programs range across a variety of activities, from reading to singing to playing. Engaging in early childhood literacy activities put children ages 0-5 on a strong path to developing the critical thinking, vocabulary and language, problem solving, social, physical, and creative skills necessary to succeed later in life.

BY THE NUMBERS:



174
family
programs



4,074 children
and caregivers
attended



207
early literacy
literacy programs



5,740 children
learned
early literacy skills

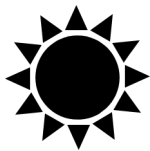
COMMUNITY IMPACT

BRINGING THE LIBRARY TO THE COMMUNITY



Library staff are embedded in the community, engaging outside the walls of the library at schools, parks, and community events. Embedded Librarians bring the library to the community through Book Bike visits, First Grade Library Card outreach, and regular high school and middle school campus visits. The Library is committed to removing barriers to access to library materials by not charging fines on children/teen materials and regularly giving out non-library books for children to keep.

BY THE NUMBERS:



60
outdoor
events



3,430
outreach
participants



2,000
books
given away



COMMUNITY IMPACT

CIVIC AND COMMUNITY ENGAGEMENT



Civic and community engagement includes a range of activities. The Library focuses our programming in this area on the Teen Advisory Board. The Teen Advisory Board works to develop library programming for teens at the library and connect with the community through outreach and partnerships. Its work on the Yolo Youth Rally and the Youth Empowerment Summit (YES) are examples of this. There are 40 high school students from all area schools active on the Teen Advisory Board.

BY THE NUMBERS:



2,149
teen
participants



98
teen
programs

EDUCATION AND LIFE-LONG LEARNING

The Square One facility, our makerspace, offers a technology-based, mentor-led learning environment. Through hands-on education, Square One fosters the development of 21st century skill sets: creativity, innovation, transmedia navigation, visual literacy, and computational thinking. Square One focuses on the development of hands on learning opportunities through 5 maker areas: Woodshop, Arts and Textiles, Prototyping, Electronics, and Digital Arts.

Square One provides our community with a repertoire of ways for accessing, acquiring, constructing, expressing, sharing, and using knowledge, as well as developing avenues to collaborate for mutual benefit and collective good.

BY THE NUMBERS:



1,801 patrons
worked
independently



623 patrons
completed
safety classes



205 3rd grade
students
visited

LEADERSHIP

LIBRARY BOARD OF TRUSTEES

As a municipal library in the State of California, the Woodland Public Library is governed under the State Education Code (Title 1, Division 1, Part 11, Chapter 5, Articles 1 to 4, Sections 18900 to 18965).

Board of Trustees Members:

Noel Rodriguez
Dr. John Jackson
Maureen King
Alison Borkowska
Hortencia Hernandez

Library Director Greta Galindo

PARTNERS AND SUPPORT

Woodland Public Library has developed invaluable partnerships with community organizations to increase reach and effectiveness of our events and services.

This year the library has:

- received support from the Friends of the Woodland Public Library through their monthly book sales, program support, and their sponsorship of Summer @ the Library programs.
- provided leadership training and college/career readiness training with Early Academic Outreach Program (EAOP) at UC Davis for teens.
- worked with Woodland Joint Unified School District (WJUSD) schools to bring students the Student Success Card Initiative, My First Library Card program, B.I.K.E.s on campus, and field trips and trainings in Square One.
- partnered with the Yolo County Assessor Recorder Elections Office to provide ballot drop off site at the library and to empower youth through Y.E.S. and our Teen Advisory Board (TAB).
- developed STEM programming in conjunction the Yolo County Board of Education (YCOE).



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.5
SUBJECT: City Council Meeting Minutes of February 2, 2021 and February 16, 2021

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 2, 2021 and February 16, 2021.

Staff Contact:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. 02.02.2021 DRAFT Minutes
2. 02.16.2021 DRAFT Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, February 2, 2021

6:00 PM

City Council

CITY COUNCIL - AMENDED TO INCLUDE ITEM D. CEREMONIAL OATH OF OFFICE

PLEASE NOTE: The February 2, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

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Please click on link below to join the public comment portion of the meeting:
<https://zoom.us/j/99759026181>

Or Phone: US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 997 5902 6181

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8**
Properties: APN 041-080-013, 041-080-017, 041-080-002 and 041-080-015
Agency Negotiator: City Manager, Community Development Director, and City Attorney
Negotiating Parties: Foundation for Excellence at Woodland Christian Schools and Costalotta Partners, LLC
Under Negotiations: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:03 PM.

D. CEREMONIAL OATH OF OFFICE FOR NEW COUNCIL MEMBER - TANIA GARCIA-CADENA

Ceremonial oath of office was administered to Tania Garcia-Cadena by her husband Ray Cadena.

E. ROLL CALL

All Council Members present via roll call vote.

Present: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
Absent: None

F. PLEDGE OF ALLEGIANCE

Pledge of allegiance led by Council Member Garcia-Cadena.

G. COMMUNICATIONS - PUBLIC COMMENT

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

None.

H. 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.

Verbal updates provided by Council Members/Staff.

2. **SUBJECT:** Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

I. CONSENT CALENDAR

3. SUBJECT: Parks & Recreation Commission Meeting Minutes for November 23, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the November 23, 2020 Parks & Recreation Commission Meeting Minutes.

Received Parks & Recreation Commission meeting minutes of November 23, 2020.

4. SUBJECT: Designation of March 6, 2021 as Arbor Day

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, designating March 6, 2021 as Arbor Day in the City of Woodland.

Adopted RESOLUTION NO. 7634, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING MARCH 6, 2021 AS ARBOR DAY IN THE CITY OF WOODLAND.

5. SUBJECT: First Contract Amendment - FY21 Tree Pruning and Maintenance Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the first contract amendment to the professional service agreement for FY21 tree pruning and maintenance service with West Coast Arborist, Inc. (WCA) in the amount of \$65,000 for a contract total not to exceed \$325,000.

Adopted RESOLUTION NO. 7635, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE FY21 TREE PRUNING AND MAINTENANCE CONTRACT WITH WEST COAST ARBORIST, INC.

Mayor Pro Tem Vega had a questions regarding the funding of this item. City Manager Ken Hiatt addressed her concerns.

6. SUBJECT: Police Department Job Descriptions

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve revisions to the Police Officer Description Series.

Approved revisions to the Police Officer Job Description Series.

7. SUBJECT: 2020 FEMA Assistance to Firefighters Grant (AFG)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager and the Fire Department to:

1. Submit a FEMA Assistance to Firefighters Grant (AFG) application for all band radios and related equipment;
2. Approve City of Woodland to be host agency and to create MOU with partner agencies including Willow Oak Fire Protection District and Yocha DeHe Fire Department. Where in partner agencies agree to pay matching funds as required by FEMA (10%) for their portion of the requested equipment.

Adopted RESOLUTION NO. 7636, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT, ENTER INTO A MOU WITH PARTNER AGENCIES AND, IF AWARDED, ACCEPT THE GRANT AND APPROVE INITIAL EXPENDITURE.

On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members adopted Consent Calendar items #3 through #7.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None**

J. REPORTS OF THE CITY MANAGER

8. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

Received COVID-19 update from City Manager Ken Hiatt.

9. SUBJECT: City of Woodland 150th (Sesquicentennial) Anniversary Celebration

RECOMMENDATION FOR ACTION: Staff recommends that the City Council discuss the City of Woodland's 150th (Sesquicentennial) Anniversary of Incorporation and consider establishing an ad-hoc committee to identify activities to commemorate the City's Sesquicentennial.

Mayor Stallard, on behalf of the Council, designated the appointment of Council Members Tania Garcia-Cadena and Rich Lansburgh to serve on the ad-hoc committee and asked that the committee report back to Council as they are able to do so.

10. SUBJECT: City Council Study Session / Strategic Planning Retreat Discussion

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive a presentation from Mayor Stallard and Mayor Pro Tempore Vega on the proposed outline, format, and desired outcomes for the planned February 20 City Council Study Session and Strategic Planning Retreat.

Received presentation from Mayor Stallard and Mayor Pro Tempore Vega on the proposed outline, format, and desired outcomes for the planned February 20 City Council Study Session and Strategic Planning Retreat.

K. ADJOURN

Meeting adjourned at 7:17 PM.

Respectfully submitted,

**Ana G. Gonzalez
City Clerk**

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, February 16, 2021

6:00 PM

City Council

CITY COUNCIL - AMENDED TO ADD DUSTIN PEDROIA PROCLAMATION

PLEASE NOTE: The February 16, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

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Meeting ID: 997 5902 6181

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

All Council Members present via roll call vote.

Present: Council Member Fernandez, Council Member Garcia-Cadena, Council Member Lansburgh, Mayor Pro Tem Vega and Mayor Stallard

Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by City Manager Ken Hiatt.

D. COMMUNICATIONS - PUBLIC COMMENT

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

None.

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.

Verbal updates provided by Council Members/Staff.

1. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

F. PRESENTATIONS

2. SUBJECT: Proclamation Honoring Dustin Pedroia

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation Honoring Dustin Pedroia.

Adopted proclamation honoring Dustin Pedroia. Council Member Lansburgh presented Dustin with the proclamation.

3. SUBJECT: Freshman Leadership Academy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Freshman Leadership Academy from Monica Pena-Villegas, Regional Assistant Director of the UC Davis Early Academic Outreach Program.

Received presentation on the Freshman Leadership Academy from Monica Pena-Villegas, Regional Assistant Director of the UC Davis Early Academic Outreach Program and Claudia Angel with Assets at Empower Yolo.

G. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of January 5, 2021 and January 19, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 5, 2021 and January 19, 2021.

Council Member Garcia-Cadena recused herself from the Council meeting minutes, as she was not on the Council at that time.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 5, 2021 and January 19, 2021.

5. SUBJECT: Sustainability Advisory Committee Minutes for December 13 and 16, 2020 Meetings

RECOMMENDATION FOR ACTION: Recommendation for Action: Staff recommends that the City Council receive minutes for the December 13 and 16, 2020 meetings of the Sustainability Advisory Committee.

Received the Sustainability Advisory Committee meeting minutes of December 13, 2020 and December 16, 2020.

6. SUBJECT: Fire Department Annual Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Annual Status Report for 2020.

Accepted the Fire Department Annual Status Report for 2020.

7. SUBJECT: Police Department Quarterly Status Report for the period of October 2020 through December 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for October 2020 through December 2020.

Accepted the Police Department quarterly status report for October 2020 through December 2020.

8. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended December 31, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2020.

Accepted the quarterly Treasurer's Investment Report for the quarter ended December 31, 2020.

9. SUBJECT: Resolution in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI).

Adopted RESOLUTION NO. 7637, A RESOLUTION IN SUPPORT OF EQUAL TREATMENT FOR ASIAN AMERICAN AND PACIFIC ISLANDERS (AAPI).

10. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #2 with ICF for Consulting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #2 to the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study for an additional amount up to \$27,195.

Adopted RESOLUTION NO. 7638, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENT #2 WITH ICF FOR ENGINEERING CONSULTING SERVICES.

11. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP #09-15; Approve Contract Amendment #8 with MBK Engineers for Consulting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #8 to the consultant services agreement with MBK Engineers (MBK) for the Lower Cache Creek Feasibility Study for an additional amount up to \$100,000 for the Lower Cache Creek Feasibility Study, CIP #09-15.

Adopted RESOLUTION NO. 7639, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENT #8 WITH MBK FOR ENGINEERING CONSULTING SERVICES.

12. SUBJECT: Approval of Final Map 5171, Cleveland Street Lofts, and Related Subdivision Improvement Agreement.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Approve Final Subdivision Map 5171, Cleveland Street Lofts; and 2. Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3. Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

The applicant requested that this item be removed from the agenda and item will come back to Council at a later date.

13. SUBJECT: E. Main Street Improvement Project, CIP 13-05; Approve Plans and Specifications and Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the E. Main Street Improvement Project, CIP 13-05.

Adopted RESOLUTION NO. 7640, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING BID ADVERTISEMENT FOR THE E. MAIN STREET IMPROVEMENT PROJECT, CIP 13-05.

14. SUBJECT: Janitorial Services Three-Year Agreement and Additional Appropriation Request

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, 1) authorizing the City Manager to execute the Janitorial Services Three-Year Agreement with Spencer Building Maintenance, Inc. to perform janitorial services at six City facilities in the amount of \$102,820.00 per year, and 2) authorize an additional appropriation of \$7,237.00 from the General Fund (101) for the new janitorial services agreement costs for FY21.

Adopted RESOLUTION NO. 7641, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JANITORIAL SERVICES 3-YEAR AGREEMENT WITH SPENCER BUILDING MAINTENANCE, INC., AND AUTHORIZE ADDITIONAL APPROPRIATION FROM THE GENERAL FUND.

15. SUBJECT: Approval of IT Pipes' Five-Year Software Licenses and Service Level Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, 1) authorizing the City Manager to execute the IT Pipes' Five-Year Software Licenses and Service Level Agreement with Infrastructure Technologies, LLC. for Sewer's Closed-Circuit Television (CCTV) software upgrades.

Adopted RESOLUTION NO. 7642, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE IT PIPES' 5-YEAR SOFTWARE LICENSES AND SERVICES LEVEL AGREEMENT WITH INFRASTRUCTURE TECHNOLOGIES, LLC.

16. SUBJECT: Gibson Road Improvements Projects, CIP 20-01 and 20-08;
Approve Plans and Specifications and Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08.

Adopted RESOLUTION NO. 7643, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING BID ADVERTISEMENT FOR THE GIBSON ROAD IMPROVEMENTS PROJECTS, CIP 20-01 AND 20-08.

17. SUBJECT: Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22,
Approve Environmental Document

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ approving the Mitigated Negative Declaration, directing that a Notice of Determination be filed, adopting the Mitigation Monitoring Reporting Program and approving the proposed Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

Adopted RESOLUTION NO. 7644, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE MITIGATED NEGATIVE DECLARATION FOR THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT, CIP 17-22; AND APPROVING THE PROJECT.

18. SUBJECT: Accept the Local Road Safety Plan (LRSP) State Grant, Approve an Amendment to the FY 20/21 Capital Budget to Include the New Local Road Safety Plan Project, CIP 21-13 and Appropriate Measure F Funds

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to accept the Local Road Safety Plan (LRSP) State Grant Funding in the amount of \$56,700, amend the FY 20/21 Capital Budget to include the new Local Road Safety Plan Project, CIP 21-13 and appropriate project funding (CIP #21-13) for FY21 in the amount of \$56,700 (Fund 351) and \$3,000 in Measure F matching funds (Fund 507).

Adopted RESOLUTION NO. 7645, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE LOCAL ROAD SAFETY PLAN (LRSP) STATE GRANT, APPROVE AN AMENDMENT TO THE FY20/21 CAPITAL BUDGET TO INCLUDE THE NEW LOCAL ROAD SAFETY PLAN PROJECT, CIP 21-13, AND APPROPRIATE GRANT AND MEASURE F FUNDS TO PROJECT.

19. SUBJECT: Final Acceptance and Notice of Completion for Woodland Regional Park Nature Trail, CIP 19-17

RECOMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the Woodland Regional Park Nature Trail, CIP 19-17, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted RESOLUTION NO. 7646, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE WOODLAND REGIONAL PARK NATURE TRAIL (CIP 19-17) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

20. SUBJECT: Final Acceptance for ADA Swing/Parking Project, CIP 15-05 & 17-10

RECOMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the ADA Swing/Parking Project, CIP 15-05 & 17-10, as complete.

Adopted RESOLUTION NO. 7647, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE ADA SWING/PARKING PROJECT (CIP 15-05 & 17-10) CONSTRUCTION CONTRACT AS COMPLETE.

21. SUBJECT: Final Acceptance and Notice of Completion for Subdivision Final Map 5101, Calwest Phase 2

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5101, Calwest Phase 2, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

Mayor Pro Tem Vega recused herself from this item as her home is within 500' of the subdivision.

On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7648, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING PUBLIC IMPROVEMENTS FOR SUBDIVISION.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh and Mayor Stallard

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Vega

22. SUBJECT: Approve Consultant Agreement for the Matmor Road and E. Gum Avenue Rehabilitation Project; CIP 19-05

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate \$100,000 of Road Maintenance and Rehabilitation Account (RMRA–SB1) Fund 361 from FY 2022 to FY 2021 and 2) approve a consultant services agreement with Bennett Engineering Services, in an amount not to exceed \$440,000 for the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05 and authorize the City Manager to execute the agreement and amendments as necessary up to 15% (\$66,000).

Adopted RESOLUTION NO. 7649, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING \$100,000 OF ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING FROM FY 2022 TO FY 2021 AND APPROVING THE CONSULTANT AGREEMENT WITH BENNETT ENGINEERING SERVICES FOR THE MATMOR ROAD AND E. GUM AVENUE REHABILITATION PROJECT, CIP 19-05.

23. SUBJECT: 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; Award Construction Contract and Construction Inspection Consultant Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Award a construction contract in the amount of \$4,264,778.50 to Wahlund Construction, Inc. for the 2021 Sewer & Water Repair & Replacement Project (CIP 20-14) and authorize a contract contingency of up to 10% (\$426,478), and 2. Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$193,265.16, authorize a contingency of up to 10% (\$19,327), and authorize the City Manager to execute the agreement; and 3. Approve the reallocation of \$450,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and 4. Approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and 5. Authorize the City Manager to execute the two Pipeline Crossing Agreements (Agreements) with Union Pacific Railroad Company (UPRR).

Adopted RESOLUTION NO. 7650, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH WAHLUND CONSTRUCTION, INC. AND APPROVING A CONSULTANT AGREEMENT WITH UNICO ENGINEERING FOR CONSTRUCTION INSPECTION FOR CIP 20-14, THE 2021 SEWER AND WATER REPAIR AND REPLACEMENT PROJECT.

On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 4 through 23 and recognizing that Item No. 12 was removed from agenda and also recognizing recusals for Council Member Garcia-Cadena from Item No. 4 and Mayor Pro Tem Vega from Item No. 12.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None**

H. PUBLIC HEARINGS

24. SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE TO MARCH 2, 2021
- Merritt 3/8 Development Agreement Rescindment and Reassignment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take action on the following 1) Conduct a public hearing; 2) Introduce and waive the first reading of Ordinance No. _____, rescinding the previous ordinance #1648 approving Development Agreement # 19-01 with Darkhorse Estates, LLC (authorized applicants); 3) Introduce and waive the first reading of Ordinance No. _____, approving a Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Cutis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (owner), to develop the Merritt 3/8 property located within the Spring Lake Specific Plan Area.

This public hearing was opened and continued to March 2, 2021.

I. REPORTS OF THE CITY MANAGER

25. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

Received COVID-19 updates and discussed next steps from City Manager Ken Hiatt.

26. SUBJECT: Pendegast Street and Bartlett Avenue Neighborhood Traffic Calming

RECOMENDATION FOR ACTION: Staff recommends that the City Council 1) Receive an update on the results of the neighborhood review and approval of the traffic calming plan and 2) Direct staff to complete the plans and specifications consistent with the November 10 letter to the residents and return to Council for approval of the bid package.

On a motion by Mayor Stallard, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 roll call vote, Council Members approved this item and directed staff to clarify the standards again for approval, so that the next time Council is faced with this kind of situation, they have standards that are more appropriate then the current ones where if you don't return your ballot, it is treated as a no vote.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

27. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Adopt CEQA Findings of Fact, adopt a Statement of Overriding Considerations, adopt a Mitigation Monitoring Plan, Certify the Final Environmental Impact Report for the Woodland Flood Risk Management Project, and approve the Woodland Flood Risk Reduction Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Adopt CEQA Findings of Fact, and 2. Adopt the Statement of Overriding Considerations, and 3. Adopt the Mitigation Monitoring Plan, and 4. Certify the Final Environmental Impact Report for the Woodland Flood Risk Management Project, and 5. Approve the Woodland Flood Risk Reduction Project.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Vega and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7651, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, ADOPTING FINDINGS OF FACT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2015062075) PREPARED FOR THE WOODLAND FLOOD RISK MANAGEMENT PROJECT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING PROGRAM; AND APPROVING THE WOODLAND FLOOD RISK MANAGEMENT PROJECT (ALTERNATIVE 2A).

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None**

28. SUBJECT: Fiscal Year 2020/21 Mid-Year Budget Update

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive a mid-year update on the Fiscal Year 2020/21 Budget.

Received a mid-year update on the Fiscal Year 2020/21 Budget from Finance Officer Kim McKinney.

29. SUBJECT: Fiscal Year 2020/21 Mid-Year Budget Adjustments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2020/21 Budget Totaling \$19,631,573, and authorizing amendments to authorized positions as outlined in Exhibit B.

At 8:55 PM, on a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members agreed to extend the Council meeting to 9:15 PM.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None**

On a motion by Council Member Fernandez, seconded by Mayor Pro Tem Vega and carried unanimously on 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7652, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2020-2021 ANNUAL BUDGET.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None**

J. ADJOURN

Meeting adjourned at 9:10 PM in memory of Angie Gonzales and Greg Heffner.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: March 16, 2021

ITEM #: I.6

SUBJECT: Sustainability Advisory Committee January 20, 2021 Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive minutes for the January 21, 2021 meeting of the Sustainability Advisory Committee.

Fiscal Impact:

None.

Staff Contact:

Ken Loman, Environmental Sustainability Manager, (530) 661-2060, ken.loman@cityofwoodland.org

Background:

City Council Resolution #7236 established the Sustainability Advisory Committee on March 5, 2019. The resolution charged the committee to hold regular, public meetings to:

- Provide comments, feedback, and recommendations to the City Council on sustainability policy and issues related to Climate Action Plan (CAP) implementation.
- Advise and assist staff on sustainability program design and implementation.
- Serve as a forum for public input and feedback on issues related to sustainability and CAP implementation.
- Assist staff in promoting community-wide CAP implementation.
- Such other duties as the Council may from time to time decide.

In compliance with the Brown Act, meeting agendas and minutes are publicly available on the City's Web site at <http://www.cityofwoodland.org/1115/Sustainability-Advisory-Committee>. Additionally, following the August 2020 meeting of the committee, staff will regularly transmit its minutes to Council. Items of greater urgency, or pertaining to matters already on their way to Council, will be transmitted separately or as part of the relevant staff report.

Discussion:

This staff report transmits minutes for the January 20, 2021 meeting of the Sustainability Advisory Committee.

Items of note in these minutes include:

Item 9: Discussion of Draft Work Plan

The committee discussed development of its draft work plan from a task list into a more structured draft that could be approved at the next meeting for circulation to staff for comment and ultimately to Council for approval. The draft work plan is appended to the minutes.

Item 10: Discussion of December 15, 2020 City Council Meeting

The committee discussed remarks made by the City Council during discussion of Item #23 on its December 15,

2020 meeting pertaining to the annual rate adjustment requested by Waste Management.

Conclusion:

Staff recommends that the City Council receive minutes for the January 20, 2021 meeting of the Sustainability Advisory Committee.

Prepared by: Ken Loman, Environmental Sustainability Manager

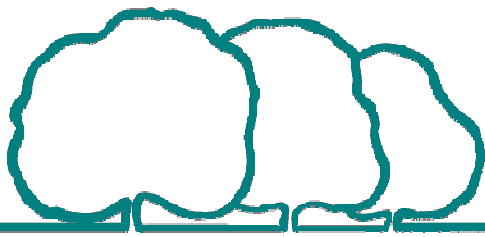
Reviewed by: Brent Meyer, Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. 2021 01-20 Minutes - Woodland Sustainability Advisory Committee



**SUSTAINABILITY ADVISORY COMMITTEE
SPECIAL MEETING
MEETING MINUTES – JANUARY 20, 2021
VIA TELECONFERENCE**

1. Call to Order

The meeting was called to order at 6:02 p.m.

2. Roll Call

Members Present: Mark Aulman, Rolf Frankenbach, Allison Martin, Catalina Munoz, Sara Schremmer, Raul Tadler, Robert Ullrey

Absent: Liza Grandia

Staff Present: Ken Loman, Stephen Coyle

3. Public comment

None.

4. Member reports (Information Item)

Frankenbach: Rolf reported on two items of interest: first, he reminded the committee that he had previously reported that the Woodland Tree Foundation would be working with staff to develop a draft update to the City's tree ordinance and now reported that a draft had been submitted to Mayor Stallard for his feedback. Second, he recommended that members watch the documentary by David Attenborough titled *A Life on Our Planet*, which is available through Netflix.

Aulman: Mark let the committee know he has heard concerns from members about meeting length and will be working to adhere to the scheduled durations for agenda items.

Munoz: Catalina shared that she had attended a webinar on adaptation from the Strategic Growth Council and recommended members view the recording (webinar recording available at: <https://youtu.be/po7R473AnIc>). Catalina also said she had received a report from Liza Grandia by email, which she was asked to read.

Grandia (via email): I regret not being able to attend this evening. Through a difficult year of longhaul COVID, I pushed myself to attend meetings, but I have lost significant good faith in this protracted work planning process and need to focus on my health this week.

After more than a year of meetings, it remains unclear if staff want our committee to succeed. Are we here to bring new ideas? To share our professional contacts? To advise the council on upcoming debates? To be an extra pair of volunteer arms for staff? To represent a broader set of community voices on these issues? To bring new ideas to the table? To contribute research and policy analysis to specific problems? To identify best practices?

Any of the above would be acceptable. However, to accomplish anything we need (a) clear, concise information about what the City is doing, (b) candid feedback from staff about gaps and areas not covered, (c) a willingness to be bold and creative in environmental problem solving, and (d) clear and efficient mechanisms for communicating with council and other commissions.

We have devoted far more of our time to discussing incessant legalism when *no one from the public has even attended our meetings*. The prohibitions on our committee have reached a level of absurdity. (Can we seriously not make a Doodle poll to figure out when to meet? Can we not be allowed to check our email through our phones? Why can we not get a simple answer to how many people are already on the EnviroWoodland listserv? Will we even be permitted to use this for outreach or are we expected to invent a new infrastructure?)

While people speak of diversity and reaching the most vulnerable segments of our community, we have yet to receive the Civic Spark report however incomplete it might be. In the meanwhile, several of us recruited Woodland's top climate grassroots activist to apply for the vacant seat. Her application has yet to be acknowledged, much less approved.

Aulman: Mark noted that a recent applicant for the committee's vacancy has not had her application acknowledged.

There were no other member reports.

5. Staff reports (Information Item)

Ken reported that Waste Management would not be providing monthly updates for a while as they refocus their outreach efforts on getting to know the City's new council members and updating their outreach plan. He also reported the City had secured a small grant from the Yolo Solano Air Quality Management District's Clean Air Funds grant program to help fund the purchase of a solar-assisted electric lawn mower for maintenance of the City's parks. The funds will cover the increased cost of the new mower over the already budgeted costs of replacing the existing mower with a diesel mower. Ken reported that air district staff praised the project for going beyond the usual type of request and demonstrating how smaller projects can make a difference.

6. Update from Waste Management (Information Item)

No representatives from Waste Management were in attendance, as noted in the staff report above.

7. Approve Minutes for December 13, 2020 (Action Item)

On a motion by Raul Tadle, seconded by Sara Schremmer, and carried on a 7-0-1 vote, committee members approved the minutes for the December 13, 2020 meeting.

Ayes: Aulman, Frankenbach, Munoz, Schremmer, Tadle, and Ullrey

Noes: None

Absent: Grandia

Abstentions: Martin

8. Approve Minutes for December 16, 2020 (Action Item)

On a motion by Raul Tadle, seconded by Catalina Munoz, and carried on a 7-0-1 vote, committee members approved the minutes for the December 16, 2020 meeting.

Ayes: Aulman, Frankenbach, Martin, Munoz, Schremmer, Tadle, and Ullrey

Noes: None

Absent: Grandia

9. Discussion of Draft Work Plan (Information/Action Item)

The committee continued the previous discussion of the draft work plan task list and subcommittee presentations from the last meeting. The committee discussed the scope of potential subcommittees and organized the material from the previous meeting into a single task list (attached) with some initial prioritization. Allison Martin suggested an evolution of this structure into a matrix with more specific implementation and timeline information (included in attachment). Mark asked subcommittee to review their original presentations and try to identify top priorities, then to send those to Ken who could combine all the information into the new format. Allison agreed to review and proof read that draft for consistency.

10. Discussion of December 15, 2020 City Council Meeting (Information/Action Item)

The committee discussed remarks made by the City Council during discussion of Item #23 on its December 15, 2020 meeting pertaining to the annual rate adjustment requested by Waste Management. This is normally a non-controversial item; however, because of service issues during leaf-drop season and other customer complaints, Council delayed action on the item. Council discussion included remarks related to the potential role the committee might play in reviewing such matters.

Rolf indicated that he did not see how the committee would fit into the issue before Council, as the committee does not have an oversight role. Allison saw Vice Mayor Stallard's comments regarding contamination as an indication that additional education and outreach is needed by Waste Management and that this committee has an important role to play in monitoring. Mark noted that those comments focused on a lack of communication and the question of whether Waste Management is willing to step up and help educate the public.

11. Discuss long-range calendar (Information/Action Item)

Raul asked for time at the next meeting to discuss formation of standing and ad hoc subcommittees.

12. Adjourn

Prior to adjournment, Deputy Community Development Director Stephen Coyle thanked Rolf and the Woodland Tree Foundation for their work providing and planting trees at the new temporary emergency shelter.

Meeting adjourned at 7:38 p.m.

Sustainability Advisory Committee

Draft Work Plan

See Allison's suggestions below the original table (near bottom of document)

Sub-Committee Structure

Committee discussions about work plan development have identified the need for sub groups focused on these areas. Further discussion is necessary to determine whether these, or other, sub-committees should be established as standing sub-committees or as-needed as ad hoc work groups.

Policy

Provide comments, feedback, and recommendations on sustainability policy and issues related to CAP implementation.

Objectives

- Identify regional, state, and federal policies relevant to City sustainability efforts
- Review and assess City policies for congruence with CAP and sustainability best practices
- Develop and improve a communication network between the committee and City Council
- Ensure that sustainability remains a key issue for City Council
- Ensure that sustainability is included as a component of all City policies and procedures

Programs

Advise and assist staff on sustainability program design and implementation.

Objectives

- Review and identify applicable program ideas from similar jurisdictions
- Develop program ideas for community CAP implementation

Public Engagement & Community CAP Implementation

Serve as a nexus for public engagement, feedback, and education about collective and individual contributions to environmental sustainability and CAP implementation.

Objectives

- Help cultivate community enthusiasm for CAP implementation and environmental sustainability.
- Identify resources to support the promotion of relevant activities and events.
- Collaborate with stakeholders and community institutions to advance sustainability efforts.
- Support City of Woodland staff in implementing relevant community outreach and engagement.
- Develop tech-savvy mechanisms for efficient and inclusive participation.

Draft Work Plan

Tasks

This list includes the items and priorities presented by the sub-committees at the December 13 meeting of the committee.

Priority	Task	Sub-Cte	Timing
1	Encourage city council to sustain adequate staffing to work systematically over the next year with key players, social and economic groups. Result = 5	Public Engagement	
1	Host a virtual forum to discuss and amend the annexes of the Climate Action Plan. Result = 7	Public Engagement	
1	Develop a plan for publicizing City projects and modeling environmentally sustainable behavior, including CAP implementation. Result = 24-15 = 9	Public Engagement	
1	Assist in the development of sustainability policies and best practices that, at the very minimum, meet the standards and support the goals of the CAP 10	Policy	
1	Develop a streamlined evaluation process examining how existing and proposed policies and projects demonstrate consistency with the CAP and issues related to adaptation and resilience in a quickly-changing climate 10	Policy	
1	Evaluate current and proposed City policies for consistency with the Climate Action Plan (CAP) – This should apply to current and future policies. Current idea: examine vehicle purchase programs of City departments, such as the Woodland Police Department, to evaluate and promote plans to transition to more environmentally-friendly vehicles.	Programs	
1	Identify/prioritize opportunities to plant trees to increase the City's tree canopy and reduce heat islands – Increasing canopy is a component of the 2035 CAP and a goal of the Urban Forest Master Plan (increase from current 15% to 25%). Can be carried out in a short period. Demonstrate capability of SAC. Opportunity to partner with Woodland Tree Fndn.	Programs	
1	Review and assess City Council priority goals for the 2035 Climate Action Plan – With staff assistance, evaluate key performance indicators relevant to the attainment of the Council's Priority Goals as detailed in the August 10, 2019 Study Session. Report to Council, with analysis of Strengths, Weaknesses, Opportunities and Threats (SWOT).	Programs	
1	Explore program and project concepts to meet CAP targets	Programs	

Draft Work Plan

1	Develop Green Business Program	Programs	
2	Identify stakeholders and determine a legally acceptable way to list and introduce non-profit and grassroots environmental groups and provide them with free meeting space, announcements via the City. Result = 11. (nb: coalition/clearinghouse model of Cool Davis)	Public Engagement	
2	Identify, recruit and organize environmental professionals in the community (researchers at UC Davis, state workers, etc.) to update and involve them in city actions, subcommittees, create opportunities for collaboration, and develop other networking synergies. Result = 13	Public Engagement	
2	Research sustainability policies of comparable cities and make recommendations to the committee regarding best practices and policies consistent with the CAP 5	Policy	
2	Provide quarterly updates to City Council on Committee activities 5	Policy	
2	Designate committee member(s) to review City Council and City commission agendas and notify the committee regarding items of interest should they wish to comment as individuals 4	Policy	
2	Coordinate with staff to access to information about City sustainability policies and regulations – This may fall under the objectives for the Sustainability and CAP Subcommittee, but it will be beneficial to have direct access to support the task outlined in Tier-One (e.g. transition to environmentally-friendly vehicles)	Programs	
2	Identify locations for electric vehicle charging stations and apply for grants to fund new installations – Converting from gasoline and diesel powered vehicles to electric vehicles is crucial to achieving meaningful GHG emission reduction targets. EV usage depends on the availability of conveniently located public charging stations.	Programs	
2	Explore new opportunities to partner with Valley Clean Energy (VCE) – The City has the opportunity to encourage residents and businesses to opt-up to 'Ultra-Green' (100 percent clean and carbon-free electricity) provided by VCE. In addition, the City and VCE may collaborate on programs, grant funding and outreach.	Programs	
2	Evaluate City policies and programs in relation to meeting CAP targets	Programs	
3	Prioritize and examine Woodland's sustainability policies compared to other cities – This evaluation includes policies to improve progress toward 2035 CAP goals, such as policies to	Programs	

Draft Work Plan

	maximize renewable/carbon-free electricity use, waste management, and preservation of trees and natural habitats.		
3	Evaluate current City programs and recommend options to increase cross-departmental integration – Increasing the integration of existing sustainability programs across City departments can accelerate the attainment of CAP goals.	Programs	
3	Explore incentives to encourage transition from gasoline-powered to electric landscaping equipment – Small gasoline engines in landscaping equipment create disproportionately large impact on GHG emissions, air pollution, toxic dust and noise. The City should explore ways to promote the transition to electric battery powered devices.	Programs	
3	Provide recommendations for program implementation to meet CAP targets	Programs	
4	Evaluate policies such as an electric vehicle charging policies, green fleet policies, transit policies, carbon neutrality policies, reach codes, etc.		
4	Research model ordinances from other jurisdictions addressing urban heat island effects (cool roofs, cool pavement, green roofs, etc.)		
4	Assist in the development of sustainability policies and best practices that, at the very minimum, meet the standards and support the goals of the CAP ● Evaluate policies such as an electric vehicle charging policies, green fleet policies, transit policies, carbon neutrality policies, reach codes, etc.	Policy	
4	Develop a streamlined evaluation process examining how existing and proposed policies and projects demonstrate consistency with the CAP and issues related to adaptation and resilience in a quickly-changing climate ● Evaluate existing evaluation processes in place in collaboration with City staff and evaluate how the existing process supports consistency with CAP. ● Look at opportunities to improve and streamline the evaluation processes ● Evaluate policies such as an electric vehicle charging policies, green fleet policies, transit policies, carbon neutrality policies, reach codes, etc.	Policy	

Draft Work Plan

	● Provide recommendations to the committee on how to streamline the evaluation process to be more consistent with the environmental justice principles and CAP.		
4	Research sustainability policies of comparable cities and counties and make recommendations to the committee regarding best practices and policies consistent with the CAP	Policy	
4	Research comparable cities sustainability policies, evaluate, and provide recommendation to the Committee and city staff on proposed policies.	Policy	
4	Create a repository of sustainability policies	Policy	
4	Identify funding and other resources to address potential programs and projects to support CAP goals – Helping the City find resources and funding to meet CAP goals is an important task for the Sustainability Advisory Committee.	Programs	
4	Develop educational tools to help Woodland residents calculate and minimize their carbon footprint – Using Cool Davis tools as a model, show Woodland residents ways to optimize home energy efficiency, save money, and do their part to meet CAP goals. This can make the CAP visible and personally relevant to Woodlanders.	Programs	
4	Receive regular updates from staff regarding potential CAP-targeted projects	Programs	
4	Creative post-pandemic eco-cultural events	Public Engagement	
4	Develop branding for outreach efforts and sustainability programs	Public Engagement	

Draft Work Plan

New format suggested by Allison

2021 WSAC Work Plan Project	Deliverable	Specific Actions	Timeline	Task Group or Subcommittee
Policy Evaluation <i>could be combined with Programs...</i>	Draft policy evaluation process	Develop and pilot a streamlined evaluation process for existing and proposed city policies to ensure CAP consistency, environmental justice , climate adaptation and resilience ; provide recommendations to meet CAP targets	Development completed by June 2021 Testing completed by December 2021	Policy
Program Evaluation <i>could be combined with Policies...</i>	Draft program evaluation process	Develop and pilot a streamlined evaluation process for existing or planned programs to ensure CAP consistency, environmental justice , climate adaptation and resilience (vehicles & transit, waste diversion, energy, water, etc.); provide recommendations to meet CAP targets	Development completed by June 2021 Testing completed by December 2021	Programs
Community Sustainability Education & Engagement	Education events; increased public awareness and support for CAP and citywide sustainability efforts, including staff	Facilitate semi-annual Woodland Sustainability town hall forums; liaise with local media/resources to promote relevant activities and encourage environmentally sustainable behavior	Events: June 2021, October 2021 Promotion: ongoing	Public Engagement & Outreach Media Task Group (work with non-committee partners)
Net Zero Energy Programs <i>maybe push to 2022</i>	Energy and emission inventories	Obtain source data and adjust modeling; include in annual report	Source Data: Sept 2021	Programs Committee - Data Task Group (work with non-committee partners)
Committee Reporting	Public communication of results and benchmarks	Provide quarterly reports to City Council; disclose Annual Report to City Council and General Public via City resources and local media	Q1, Q2, Q3, Q4 (Annual)	Reporting Task Group
2022/Ongoing Proposed Project Activities				
Policy Evaluation	Implemented policy evaluation process	Evaluate proposed city policies and ensure CAP consistency environmental justice, and climate adaptation and resilience ; provide recommendations to meet CAP targets	Ongoing	Policy

Draft Work Plan

Program Evaluation	Implemented program evaluation process	Evaluate proposed city programs and ensure CAP consistency and environmental justice; provide recommendations to meet CAP targets	Ongoing	Programs
Net Zero Energy Programs	Energy & emission inventories and calculators	Obtain source data and adjust modeling; develop educational tools to help Woodland residents calculate and minimize their carbon footprint; identify, evaluate, and recommend Net Zero Waste or Waste Diversion program opportunities		Programs
Waste Diversion Programs <i>Not included in our current draft work plan</i>		Identify, evaluate, and recommend Net Zero Waste or Waste Diversion program opportunities		Programs
Community Sustainability Education & Engagement	Education events; sustainability awards; increased public awareness of CAP and citywide sustainability efforts	Continue 2021 activities, plus: develop green business awards program and hold celebrations		
Sustainable Development Planning <i>Not fully included in our current draft work plan</i>	Increased city contracts with sustainable firms; healthier work environments for students/employees	Review bids and recommend firms that support CAP goals; develop Green Business Certification program;		
Ecological Resources (Biodiversity) <i>Not included in our current draft work plan</i>	Improved ecosystem services and resource conservation	Develop or identify tools to evaluate and monitor biodiversity; collaborate with staff and local partners to advance urban forest program		



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.7
SUBJECT: Public Works Quarterly Status Report for the period of December 2020 through February 2021

Recommendation for Action: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of December 2020 through February 2021.

Staff Contact:

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

Background:

This quarterly report covers the period of December 2020 through February 2021. The report presents a summary of Service Requests and Work Orders received, and also contains a narrative description of major work performed and/or notable department highlights.

Conclusion:

Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of December 2020 through February 2021.

Prepared By: Johanna Currie, Senior Management Analyst

Reviewed By: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. Dec 20-Feb 21 PW Quarterly Report-CML



Public Works Department

Quarterly Status Report

December 2020 through February 2021

Public Works

Service and Work Order Requests

For the Months of Dec 20 – Feb 21		
Division	Service Requests	Work Orders
Administration	421	-
Electrical	98	50
Facilities	111	144
Fleet	-	415
Pretreatment	-	49
Sewer	45	292
Signs & Markings	7	125
Storm Drain	0	38
Streets	73	89
WPCF	-	82
Water	234	370
Grand Total	989	1,654

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

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

Total for Calendar Year 2021

Through 02/28/21

Service Requests

714

Work Orders

1,165

63 Working Days This Quarter =

16 Requests for Service per Day

Fleet & Facilities Division

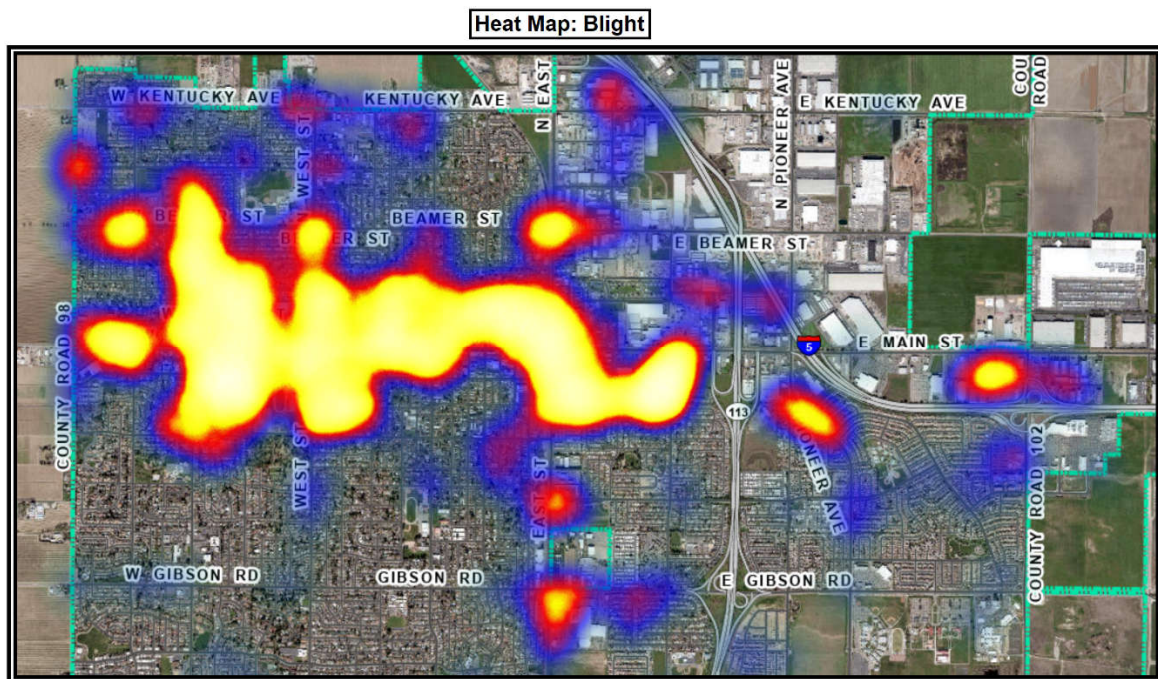
- Fleet Services: Achieved a 94.3% Fleet Availability Rate for the quarter, which is the percentage of time that vehicles were out of the shop and being used for their intended purposes.
- Fleet Services: Received delivery and completed in-processing of the City's first all-electric work truck and a new CCTV van for the Utilities division.
- Facilities Services: Completed the City Hall Interior Lobby improvement project; replaced wall wood paneling with new texture and brighter lighting.
- Facilities Services: Selected a new janitorial services contractor after completing a formal bidding process; new contract will begin on March 1st and will be for a 3-year term.
- Facilities Services: Improved reliability of IT Server Room HVAC system by installing automatic controls and added glycol chemical to the building's hydronic system to prevent water freezing that caused HVAC failure in the past.

- Facilities Services: Installed new iron fences around the Library's exterior stairways to prevent homeless activity.

Right-of-Way Division

Due to the COVID-19 pandemic, Right-of-Way (ROW) projects have been hindered. Though most full-time employees are able to continue working from the office or home, temporary employees are unable to do so, causing a decline in project completion. As we all start working towards a new normalcy, we continue moving forward with completing our goals.

- Geographic Information System (GIS): Completed 90% of the creation of new informational maps for Admin, Electrical, Facilities/Parks, Sewer/Storm, Signs & Markings, and Water. These maps provide all City departments with current Public Works assets and division information.
- Blight: Working closely with Code Enforcement, the Police Department and shopping cart retrieval services such as CarTrac, incidents of blight are now documented in real time by creating service requests, including photo attachments. This new procedure will save time in reporting blight and increase response time. All reported blight throughout the City can now be displayed on a heat map thanks in part to assistance from IT. This map shows the areas with the most issues, reoccurring or otherwise. Reported blight includes noncompliant driveway approaches, graffiti, illegal dumping and camping, shopping carts and noncompliant right of way clearance.



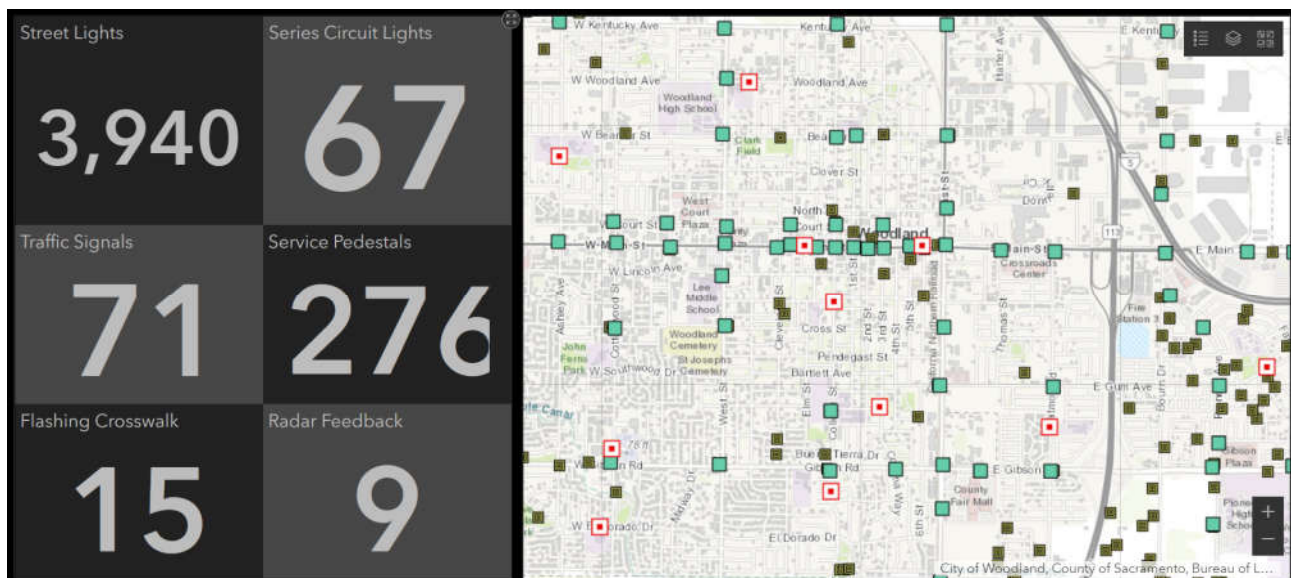
- GIS - Signs & Markings: Completed adding JAPA pucks and signs to the City map. Staff is prepared to add new signs and pucks, updating the map as new locations arise.
- GIS - Streets: Working on adding all shaved trip hazards from November 2020-January 2021 to the City GIS map. With approximately 50% completed, 100% completion is estimated in summer 2021. While going through these lists of shaved trip reductions, staff is now able to sort them by cause/location. These lists may be given to City

employees and contractors in order to address said issues. The map will be updated as new locations arise.

- GIS - Electrical: Completed adding all documented PG&E pole numbers, including transformer information, to the City map. Staff has added 50% of electrical Controllers, with an estimated completion date of fall 2021.

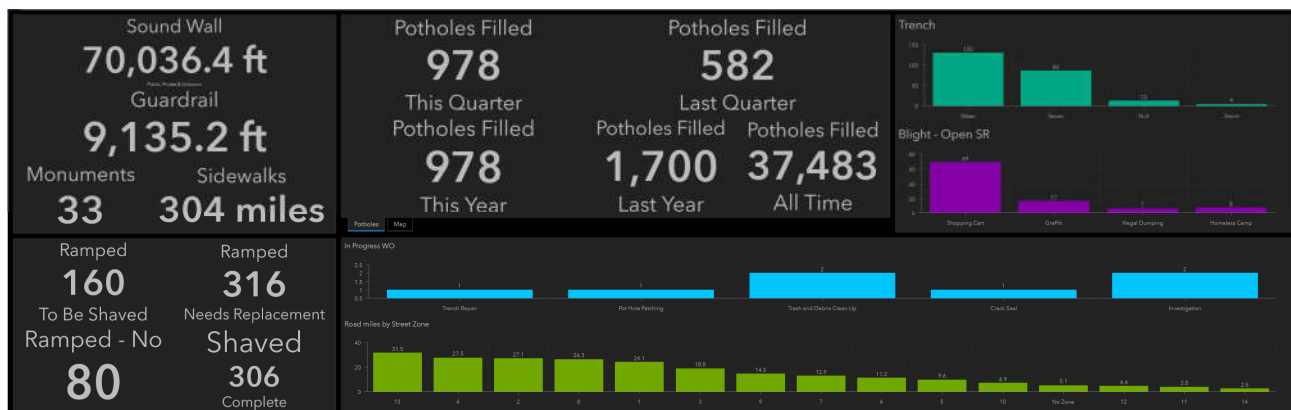


- Electrical – Traffic Signal Upgrades: Prepared for energizing and upgrading 3 traffic signals on Court Street. Upgrades include new controllers and conflict monitors. This was also the first time Electrical Groups utilized new tester certified monitor equipment.
- Electrical – Dash Board for ROW: Created the dashboard below to provide instant access to commonly requested data eliminating the need for searching through layers of the GIS software. This will be further customized to meet specific needs.



- Electrical - Zoom Conferencing Equipment: Focused their attention on setting up the Municipal Service Center conference rooms to be Zoom ready with microphones, speakers and a web camera. The upgrade will serve to ensure Public Works management will be able to safely participate in remote interviews and meetings. This work is complete and the equipment is operational.
- Electrical - CIP/Development Projects: Currently overseeing the inspection of five separate projects ranging from streetlight installations to the installation of new traffic signal equipment. The closest project to completion is the West Court Project, with an estimated turn-on date of winter 2021.
- Signs & Markings - Sign Knockdowns: Responded to and repaired 15 knocked down signs this Quarter.

- Signs & Markings - Routine Street Markings Maintenance: Responded to 7 Service Requests this Quarter, as well as 20 wind related sign issues. Replaced 100 “STOP” signs from CR 98 to West St and from W Main St to W Gibson Rd. Upgraded the Thermal Handicap parking stall legends at Ralph Harris Park and in the parking lot behind Steve’s Place Pizza. Installed two “20 Min. Parking” stalls in front of the Burger Saloon to assist with the curb side pickup program. Improved the roadway delineation on the access road to the Treatment Plant; two collisions on this road prompted the improvements. Re-installed center line markings (RPM’s) on portions of the following streets: E. Gum Ave near the Yolo County Fairgrounds entrance, West St near the Cemetery, West Gibson Rd from West St to Cottonwood St, CR 102 from E Beamer St to E Main St, and W Lincoln Ave from West St to Cottonwood St.
- Signs & Markings - Annual Surveys: Invested many hours surveying the various traffic signs throughout town.
- Signs & Markings - JAPA: Replaced 9 JAPA Pucks damaged by the street sweepers Downtown.
- Streets – Base Repair: Identified 49 locations totaling 23,783 sq. ft. to be removed and replaced.
- Streets – Pothole Patching: Responded to and filled 978 potholes throughout the City.
- Streets – Sidewalk Shaving: Contracted with Precision Concrete Cutting, the Streets Group was able to shave and remove 306 different trip hazard locations throughout the City.
- Streets – Trash and Debris Clean-Up: Assisted HOST with clean-up of 19 Homeless encampments. Responded to 61 different calls about trash and debris that was abandoned or dumped in various locations throughout the City.
- Streets Group Dashboard: The information below is a dataset filled with all Streets Group maintained infrastructure along with reporting requirements. Below is a screenshot of data as of 2/24/21. The ROW Division is in the process of implementing Dashboards for all maintained infrastructure (Signs & Markings, Facilities, Underground Service Alerts, etc.).



Utilities Collections - Sewer and Storm Divisions

The Collections Division has been working closely with the Utilities Engineering on multiple Capital Improvement Projects (CIP), as well as with Community Development and Transportation Engineering on various projects on Gibson Rd and the Spring Lake Development, including final warranty inspections and plan review.

Staff worked diligently on rain duty; over 100 hours were spent maintaining our storm drain system to prevent flooding. Due to the hard work and effort by staff, we were able to keep our Service Requests count to 0, which was exceptional due to the amount of work that was generated throughout our storm events.

Sewer:

- **HVVC Footage:** 77,597
- **CCTV Footage:** 37,113
- **Lateral Inspection Footage:** 3,545
- **Lateral Rodding Footage:** 201

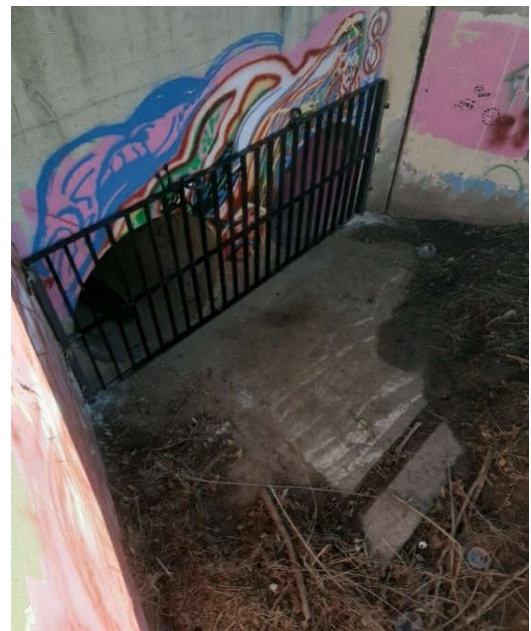
Storm:

- **HVVC Footage:** 265
- **CCTV Footage:** 256

Service Calls:

- **Service Request Generated:** 45
- **Sanitary Sewer Overflows:** 9 (4) of which were private.

Crews were also able to prevent homeless debris from entering our system by fabricating these trash grates:



Utilities - Water Production and Distribution Division

- **Wells**: All groundwater wells are currently off or in the “standby” position.
- **ASR**: Aquifer Storage and Recovery (ASR) Wells 28, 29, 30 are “active” and currently injecting 3.8 Million Gallons per Day (MGD).
- **Distribution Division**: Crews continue working on system repairs and improvements, repairing and testing water meters, and meeting the expectations and deadlines within the Finance department.
- **Preventive Maintenance**: Crews are beginning to start on 2021 goals of exercising 1,625 valves and painting 611 fire hydrants.
- **Water Main Breaks**: 22
- **Valves, Fire Hydrants and Services Replaced**: 35
- **Water Main Valves Exercised**: 500
- **Water Meters Tested**: 127
- **Water Meters Replaced**: 94
- **Water Quality Calls**: 10

Wastewater Operations Division

Laboratory:

- Earned a ‘Certificate of Excellence’ for achieving a 100% on their State required unknown testing.
- Staff will perform first quarter Toxicity Testing for 2021 in March.

Pretreatment:

- Conducted non-contact inspections of local businesses.
- Issued new Wastewater Discharge Permits and renewals for the Pollution Prevention Program.
- Participated in the Yolo County Environmental Task Force.
- Worked on public outreach, including some social media posts that could get residence some free swag, and some advertisements for the electronic billboard on I-5.
- Worked with Code Enforcement to resolve compliance issues with industrial customers.

Regulatory Compliance:

- Prepared and submitted Annual, Quarterly and Monthly reports to the Regional Board in accordance with our National Pollutant Discharge Elimination System (NPDES) Permit.
- Continued participation in the Central Valley Clean Water Association (CVCWA) special studies on Methyl Mercury, Freshwater Mussels, and Low-Level Toxicity.
- Continued issuing an information binder with all new pretreatment permits with relevant information to the specific discharger.
- Completed multiple public outreach reminders from the Sewer group regarding wipes clogging pipes. Also had some great social media events where prizes were awarded.

Water Pollution Control Facility:

- **Plant Operations**: The City contract with Misco and CJB to complete the rehabilitation of Clarifier #3 is now complete. They replaced the main drive unit, the stainless steel rake structure, sludge baffles and launder covers. With this work completed,

Operations is planning to bring the clarifier into service later this year. The sludge removal project is still scheduled to continue in the spring (weather permitting).

- Recycled Water Delivery: Currently, recycled water is only being delivered to the City's Parks Department although Biomass has concluded a new contract with PG&E and will resume operation after performing the 4 year shutdown test.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.8
SUBJECT: Resolution in Support of Energy Efficiency and Conservation Block Grant Reauthorization Bill

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, encouraging Woodland's congressional representative, Congressman John Garamendi, to consider cosponsoring H.R. 425, a bipartisan bill that reauthorizes the Energy Efficiency and Conservation Block Grant (EECBG) Program.

Staff Contact:

Jennifer Robinson, Secretary to the City Manager - (530) 661-5800; jennifer.robinson@cityofwoodland.org

Fiscal Impact:

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

Background:

The EECBG program was conceived by the Conference of Mayors and modeled after the Community Development Block Grant program. It provides direct funding for all cities of 35,000 or more, and all counties of 200,000 or more and, similar to CDBG, non-entitlement communities can also receive funding through money appropriated to the States. EECBG provides for the development and implementation of energy efficiency as well as greenhouse gas emission reduction and resiliency plans.

The program was funded in 2009 and cities utilized the money to invest in renewable energy, increase building energy efficiency, install LED lighting, switch fuels to lower-carbon fuels for fleets, and create incentives for residents and businesses to implement energy efficiency activities. The EECBG program was also included in the House's comprehensive Climate package, the "Climate Leadership and Environmental Action for our Nation's Future Act" or the "CLEAN Future Act" that was introduced on March 2, 2021.

Discussion:

The effects of climate change continue to threaten our community and there is urgent work to be done. A sharp reduction in greenhouse gas emissions is necessary to reduce the severity of climate change impacts. In order to meet our national carbon emissions reduction goals necessary to mitigate the effects of climate change, local governments across the country must aggressively improve energy efficiency, increase energy conservation and deploy renewable energy systems. H.R. 425 would provide much needed resources to increase and expand state and local efforts to achieve these goals. Improving energy efficiency and investing in renewable energy makes good economic sense for residents, businesses and communities—which is more important than ever as America's cities are experiencing the fiscal consequences of the coronavirus pandemic.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, encouraging Woodland's congressional representative, Congressman John Garamendi, to consider cosponsoring H.R. 425, a bipartisan bill that reauthorizes the Energy Efficiency and Conservation Block Grant (EECBG) Program.

Prepared by: Jennifer Robinson, Secretary to the City Manager

Reviewed by: Ken Hiatt, City Manager



Ken Hiatt
City Manager

Attachments:

1. Reso - support HR 425
2. HR 425 Support letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ENCOURAGING WOODLAND'S CONGRESSIONAL REPRESENTATIVE,
CONGRESSMAN JOHN GARAMENDI, TO COSPONSOR H.R.425, A BIPARTISAN
BILL THAT REAUTHORIZES THE ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT (EECBG) PROGRAM**

WHEREAS, H.R. 425 amends the Energy Independence and Security Act of 2007 and reauthorizes the Energy Efficiency and Conservation Block Grant (EECBG) Program; and

WHEREAS, H.R. 425 was introduced to the House of Representatives by Congressmen Stanton, Fitzpatrick and Veasey; and

WHEREAS, the City urges Congress to support and fully fund the EECBG program.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS: The City Council hereby authorizes a letter of support to Congressman John Garamendi requesting that he consider cosponsoring H.R. 425, a bipartisan bill that reauthorizes the Energy Efficiency and Conservation Block Grant (EECBG) Program.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of March, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



City of Woodland

CITY COUNCIL

300 FIRST STREET

WOODLAND, CALIFORNIA 95695

(530) 661-5800

FAX: (530) 661-5813

March 16, 2021

Congressman John Garamendi
412 G Street
Davis, CA 95616

Re: Support of Cosponsoring H.R. 425 – Energy Efficiency and Conservation Block Grant Program

Honorable Garamendi,

On behalf of the City of Woodland, I want to encourage you to cosponsor H.R. 425, which amends the Energy Independence and Security Act of 2007 and reauthorizes the Energy Efficiency and Conservation Block Grant (EECBG) program and urge Congress to support and fully fund the EECBG program.

The EECBG program is a vital tool that our city can use to promote energy efficiency, increase energy independence and reduce greenhouse gas emissions. The City of Woodland is taking action to increase energy efficiency and reduce greenhouse gas emissions. We have purchased zero- and low-emission fleet vehicles, invested in renewable and low-carbon power sources, switched to LED lights, and implemented other initiatives to reduce our local carbon footprint, as well as the nation's.

As the effects of climate change continue to threaten our community, there is urgent work to be done. A sharp reduction in greenhouse gas emissions is necessary to reduce the severity of climate change impacts. In order to meet our national carbon emissions reduction goals, we must aggressively improve energy efficiency, increase energy conservation and deploy renewable energy systems. H.R. 425 would provide much needed resources to increase and expand our efforts to achieve these goals.

Moreover, improving energy efficiency and investing in renewable energy makes good economic sense for residents, businesses and our community—which is more important than ever as America's cities are experiencing the fiscal consequences of the coronavirus pandemic. Thank you again for your leadership on this issue.

Sincerely,

Tom Stallard
Mayor



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.9
SUBJECT: Reimbursement for Passenger Van Purchased for Emergency Shelter

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____, approving an appropriation of \$22,669 from the Affordable Housing In-Lieu Fees Fund (327) and amending the Fiscal Year 2021 budget as necessary to reimburse the Yolo Wayfarer Center for the purchase of a passenger van used at the emergency shelter.

Staff Contact

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

Fiscal Impact

There is no impact to the General Fund. Revenues from the Affordable Housing In-lieu Fund (327) are being used to cover the City's reimbursement to the Yolo Wayfarer Center for the van purchase.

Background

The City, Yolo County, Yolo Wayfarer Center, and Friends of the Mission partnered to construct a new 100-person emergency shelter at the East Beamer Way campus (northwest corner of East Beamer Street and County Road 102) and the shelter began operations in early January at a reduced occupancy because of the COVID-19 pandemic.

Discussion

To address the transportation needs of Shelter clients for medical appointments and other services, the project partners reviewed a number of options including the use of YoloBus by adding a bus stop at the East Beamer Way development and hiring a private transportation company to provide transportation services. Because of the significant ongoing costs with these options, a decision was made to purchase a passenger van and have shelter staff operate the van. Eventually, once the pandemic is over, the shelter plans to use volunteers to operate the van. The Yolo Wayfarer Center purchased the new passenger van from a Woodland dealership at a significant discount.

Conclusion

Staff recommends that the City Council (1) adopt Resolution No. _____, approving an appropriation of \$22,669 from the Affordable Housing In-Lieu Fees Fund (327) to reimburse the Yolo Wayfarer Center for the purchase of a passenger van used at the emergency shelter and amending the Fiscal Year 2021 budget as necessary.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Evis Morales, Financial Services Manager
Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Reso Shelter Passenger Van Reimb

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN APPROPRIATION OF \$22,669 FROM THE AFFORDABLE HOUSING IN-LIEU FEES FUND (327) TO REIMBURSE THE YOLO WAYFARER CENTER FOR THE PURCHASE OF A PASSENGER VAN

WHEREAS, the City, Yolo County, Yolo Wayfarer Center, and Friends of the Mission partnered to construct a new 100-person emergency shelter at the East Beamer Way campus (northwest corner of East Beamer Street and County Road 102) and the shelter began operations in early January on a reduced occupancy because of the COVID-19 pandemic; and

WHEREAS, to address the transportation needs of shelter clients for medical appointments and other services, the Yolo Wayfarer Center purchased a new passenger van from a Woodland dealership at a cost of \$22,669.

NOW THEREFORE BE IT RESOLVED, the City of Woodland does hereby adopt Resolution No. _____, approving an appropriation of \$22,669 from the Affordable Housing In-Lieu Fees Fund (327) and amending the Fiscal Year 2021 budget as necessary to reimburse the Yolo Wayfarer Center for the purchase of a passenger van used at the emergency shelter.

PASSED AND ADOPTED by the City Council this 16th day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.10
SUBJECT: Approval of Final Subdivision Map 5106, Spring Lake Central Phase 3, and associated Subdivision Improvement Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 5106, Spring Lake Central Phase 3; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Staff Contact:

Ed Wisniewski, Senior Civil Engineer - (530) 661-5820, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

This project's processing costs were covered by fees. In addition, at build-out, the 84 lots are estimated to generate approximately \$2.6 million in development impact fees. There is no impact to the General Fund.

Background:

City Council approved the tentative map and development agreement on May 19, 2015 for 375 Single-family lots and an estimated 232 R-25 multi-family units. Subdivision Map 5106, Spring Lake Central Phase 3, creates 84 of the single-family lots.

Richmond American Homes, has completed all conditions required for this phase of the tentative map, and is requesting that the City approve Final Subdivision Map (SM) No. 5106, Spring Lake Central Phase 3, and the associated Subdivision Improvement Agreement.

Discussion:

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

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 5106, Spring Lake Central Phase 3; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Prepared By: Ed Wisniewski, Senior Civil Engineer

Reviewed By: Brent Meyer, Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Final Map
3. Subdivision Improvement Agreement
4. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAP 5106 AND A SUBDIVISION IMPROVEMENT
AGREEMENT WITH RICHMOND AMERICAN HOMES FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS**

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

WHEREAS, Richmond American Homes, has completed the conditions of approval and has filed a final map for 84 lots; and

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

WHEREAS, the City Council wishes to approve Final Map 5106, Spring Lake Central 3, a portion of tentative map 5027, and the associated Subdivision Improvement Agreement through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 5106, Spring Lake Central 3, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector for processing prior to recording with the Yolo County Clerk-Recorder.

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

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

OWNERS' STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF "SUBDIVISION NO. 5106, SPRING LAKE CENTRAL - PHASE 3" FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, IN FEE, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES: HOUSE DRIVE, SMITH DRIVE, FRENCH COURT, FOWLER WAY, WINNE DRIVE, GOODE DRIVE, GALVIN WAY, PARKLAND AVENUE, HARRY LORENZO AVENUE, LOT C, LOT D AND LOT E, SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, AS AN EASEMENT, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, MAINTENANCE AND OPERATION OF DRAINAGE, WATER, SEWER, GAS PIPES, POWER, LIGHTS , SIGNS, TELEPHONE, COMMUNICATION AND TELEVISION CABLES; AND ANY AND ALL OTHER UTILITY SERVICES TOGETHER WITH ANY AND ALL NECESSARY APPURTENANCES IN EACH CASE, IN, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN OR DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.).

WE DO HEREBY RELINQUISH ALL ABUTTERS RIGHTS TO INGRESS AND EGRESS TO PIONEER AVENUE AND PARKLAND AVENUE AS DELINEATED HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS DAY OF 2020.

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: NAM JOE DIVISION PRESIDENT FOR SACRAMENTO DIVISION
BY: JENNY TAN VICE PRESIDENT OF LAND ACQUISITION

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF Placer)
ON Dec 04, 2020 BEFORE ME, Trang Tu Nguyen, NOTARY PUBLIC, PERSONALLY APPEARED Nam Joe WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
BY: (NOTARY PUBLIC SIGNATURE)
NAME: (PRINT NAME) TRANG TUNGUYEN
NOTARY'S PRINCIPAL PLACE OF BUSINESS 1566 Davis St. San Jose CA 95126
NOTARY'S COMMISSION EXPIRES 3/30/2023
NOTARY'S COMMISSION NUMBER 2283639

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF Placer)
ON Dec 04, 2020 BEFORE ME, Trang Tu Nguyen, NOTARY PUBLIC, PERSONALLY APPEARED Nam Jenny Tan WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
BY: (NOTARY PUBLIC SIGNATURE)
NAME: (PRINT NAME) TRANG TUNGUYEN
NOTARY'S PRINCIPAL PLACE OF BUSINESS 1566 Davis St. San Jose CA 95126
NOTARY'S COMMISSION EXPIRES 3/30/2020
NOTARY'S COMMISSION NUMBER 2283639

DEDICATION STATEMENT:

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE NAME AND ADDRESS OF THE GRANTOR OF THE DEDICATED PROPERTY IS AS FOLLOWS:

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION
3200 DOUGLAS BLVD, SUITE 110
ROSEVILLE, CA 95661

THE LEGAL DESCRIPTION OF THE PROPERTY DEDICATED, IN FEE, IS AS FOLLOWS:

HOUSE DRIVE, SMITH DRIVE, FRENCH COURT, FOWLER WAY, WINNE DRIVE, GOODE DRIVE, GALVIN WAY, PARKLAND AVENUE, HARRY LORENZO AVENUE, LOT C, LOT D AND LOT E, SHOWN HEREON.

THE CITY OF WOODLAND SHALL RECONVEY THE PROPERTY TO THE GRANTOR, OR THE SUCCESSOR(S) IN INTEREST, IF IT DETERMINES PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT THIS MAP COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: KEN HIATT
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF WOODLAND

COUNTY TAX COLLECTOR'S STATEMENT:

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS PROPERTY NOR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS' RESOLUTION NO. 89-168, I DO HEREBY CERTIFY ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS DAY OF 2020.

HOWARD NEWENS, TAX COLLECTOR
BY DEPUTY

RECORDER'S STATEMENT:

FILED THIS DAY OF 2020, AT IN BOOK OF
AT PAGE, AT THE REQUEST OF

COUNTY RECORDER - COUNTY OF YOLO
BY:

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODLAND SPRING LAKE PARTNERS, LP. ON JUNE 2015. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SIX (6) MONTHS AFTER FILING OF THIS SUBDIVISION MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 11-24-20
TOM O. MORROW, LS 5161



CITY CONSULTANT'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5106, SPRING LAKE CENTRAL - PHASE 3", AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE:
JON CRAWFORD, RCE #32935
ON BEHALF OF THE CITY ENGINEER



CITY ENGINEER STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5106, SPRING LAKE CENTRAL - PHASE 3" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY WOODLAND, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED:
BRENT MEYER, CITY ENGINEER
REGISTRATION: RCE #52587

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF "SUBDIVISION NO. 5106, SPRING LAKE CENTRAL - PHASE 3", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LAND, RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION

PERSUANT TO SECTIONS 66434(g) AND 66499.201 OF THE SUBDIVISION MAP ACT THE FOLLOWING RIGHTS-OF-WAY AND EASEMENTS ARE HEREBY ABANDONED AND ARE NOT SHOWN HEREON: A PORTION OF HARRY LORENZO AVENUE RIGHT-OF-WAY PER C ROADS 103 AND A PORTION OF MAINTENANCE EASEMENT #3 PER DOC #2009-0024506-00.

DATED: ANA GONZALEZ, CITY CLERK, CITY OF WOODLAND

SUBDIVISION MAP NO. 5106
SPRING LAKE CENTRAL - PHASE 3

BEING A SUBDIVISION OF 'REMAINDER' OF SUBDIVISION MAP NO. 5110, "SPRING LAKE CENTRAL - PHASE 4", FILED IN BOOK 2018 OF MAPS AT PAGE 83, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA
CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING

NOVEMBER 2020
SHEET 1 OF 6 SHEETS

BASIS OF BEARINGS:

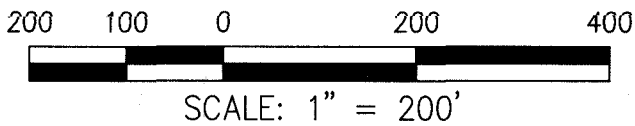
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE FROM P-22 AND P-24R1 PER RECORD OF SURVEY, "CITY OF WOODLAND GEODETIC CONTROL MONUMENT REPLACEMENT", FILED IN BOOK 2017 OF MAPS AT PAGE 44.

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- SET CITY STANDARD MONUMENT - LS 5161
- FOUND BRASS CAP IN MONUMENT WELL AS DESCRIBED
- FOUND CITY OF WOODLAND MONUMENT AS DESCRIBED
- P.U.E. PUBLIC UTILITY EASEMENT
- RAD. RADIAL
- IOD. IRREVOCABLE OFFER OF DEDICATION
- INGRESS AND EGRESS RIGHTS RELINQUISHED HEREON
- 100. LOT NUMBERING PER CITY ORDINANCE SEC. 21-9-4 (3)
- (1). RECORD DATA PER 9 M&S 20
- (2). RECORD DATA PER DOC #2015-0012303-00
- (3). RECORD DATA PER DOC #2011-014841-00
- (4). RECORD DATA PER 2015 MB 91
- (5). RECORD DATA PER DOC #2016-0038909-00
- (6). RECORD DATA PER 2016 MB 112
- (7). RECORD DATA PER DOC #2017-0009466-00 & #2017-0009467-00
- (8). RECORD DATA PER SPRING LAKE CENTRAL - PHASE 1, 2018 MB 8
- (9). RECORD DATA PER SPRING LAKE CENTRAL - PHASE 2, 2018 MB 65
- (10). RECORD DATA PER SPRING LAKE CENTRAL - PHASE 4, 2018 MB 83
- (11). RECORD DATA PER SPRING LAKE CENTRAL - PHASE 5, 2018 MB 70
- (12). RECORD DATA PER 2017 MB 44

NOTES:

- THE SUM OF THE PARTS OF A LINE, CURVE OR AREA MAY NOT BE EQUAL TO THE WHOLE LENGTH OR ACREAGE DUE TO ROUNDING.
- ALL DISTANCES ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN, AND ARE EXPRESSED IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
- EASEMENTS OR OTHER ENCUMBRANCES MAY AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
- ABANDON THE PORTION OF HARRY LORENZO AVENUE RIGHT-OF-WAY PER C ROADS 103, AND THE PORTION OF MAINTENANCE EASEMENT #3 PER 2009 O.R. 0024506-00, WHICH FALL WITHIN THE SUBJECT PROPERTY, IN ACCORDANCE WITH SECTION 66434(g) AND 66499.20½ OF THE SUBDIVISION MAP ACT.
- REAR LOT CORNERS WILL BE MONUMENTED BY A 5/8" X 18" REBAR WITH PLASTIC CAP - LS 5161. FRONT CORNERS WILL BE MONUMENTED BY A NAIL AND TAG IN SIDEWALK - LS 5161, PRODUCED 1.00 FEET FROM PROPERTY CORNER INTO CONCRETE SIDEWALK.

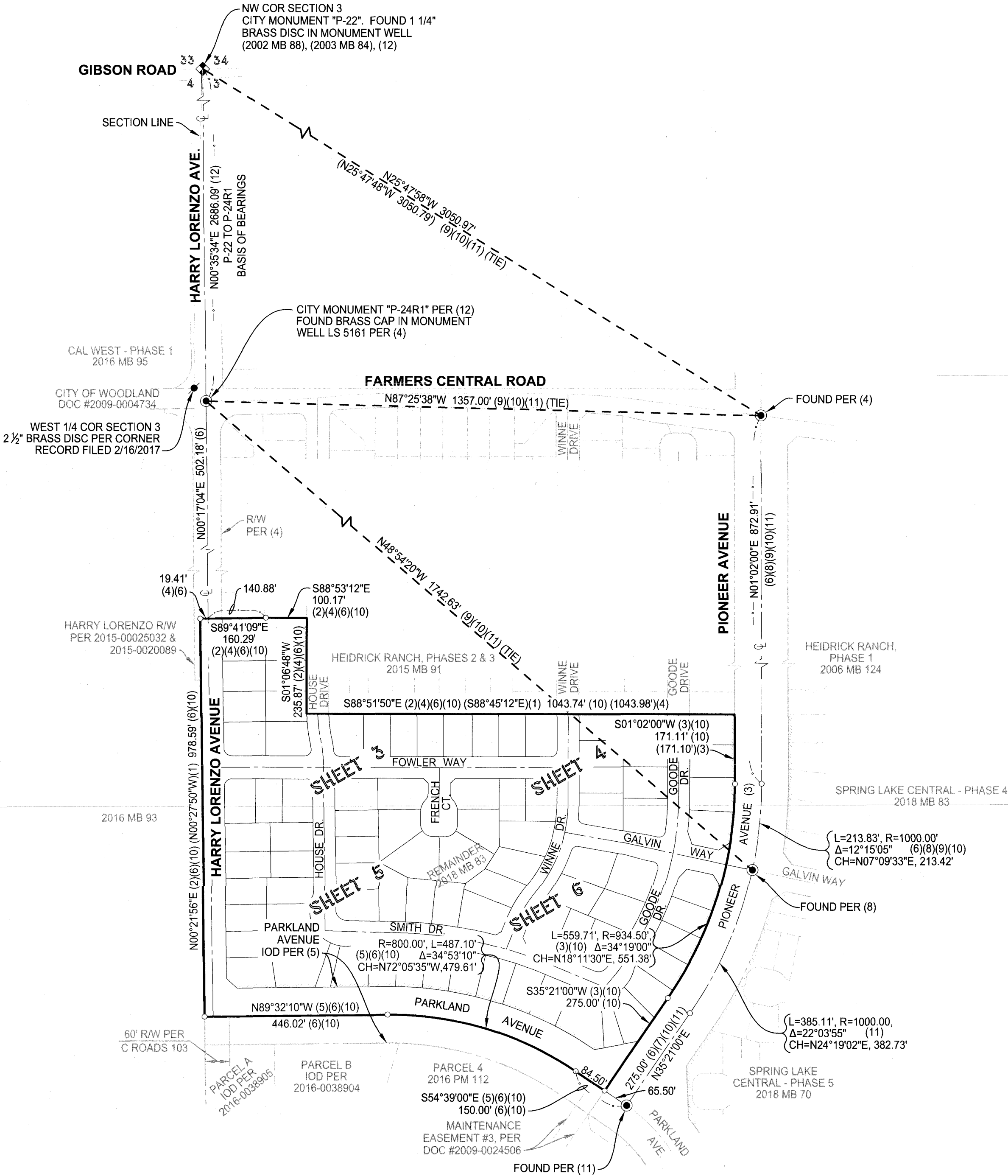


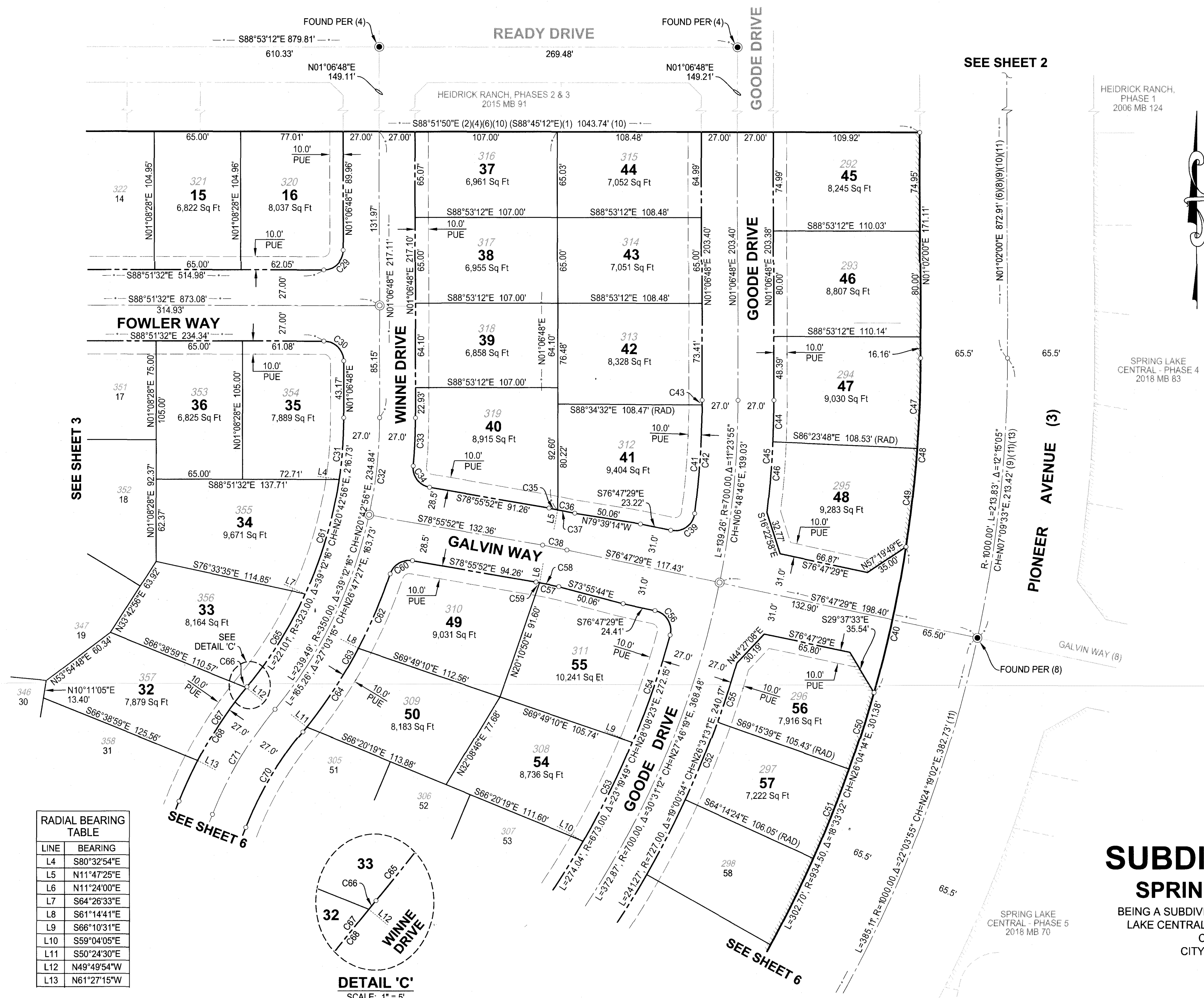
SUBDIVISION MAP NO. 5106
SPRING LAKE CENTRAL - PHASE 3

BEING A SUBDIVISION OF 'REMAINDER' OF SUBDIVISION MAP NO. 5110, "SPRING LAKE CENTRAL - PHASE 4", FILED IN BOOK 2018 OF MAPS AT PAGE 83, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

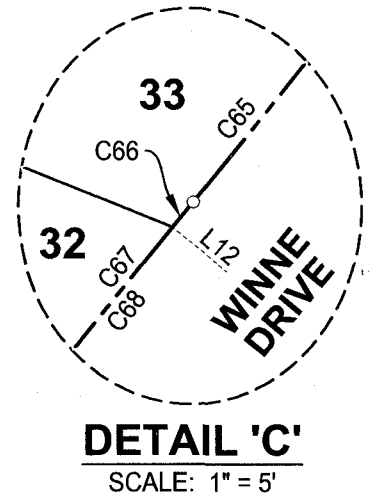
NOVEMBER 2020
SHEET 2 OF 6 SHEETS



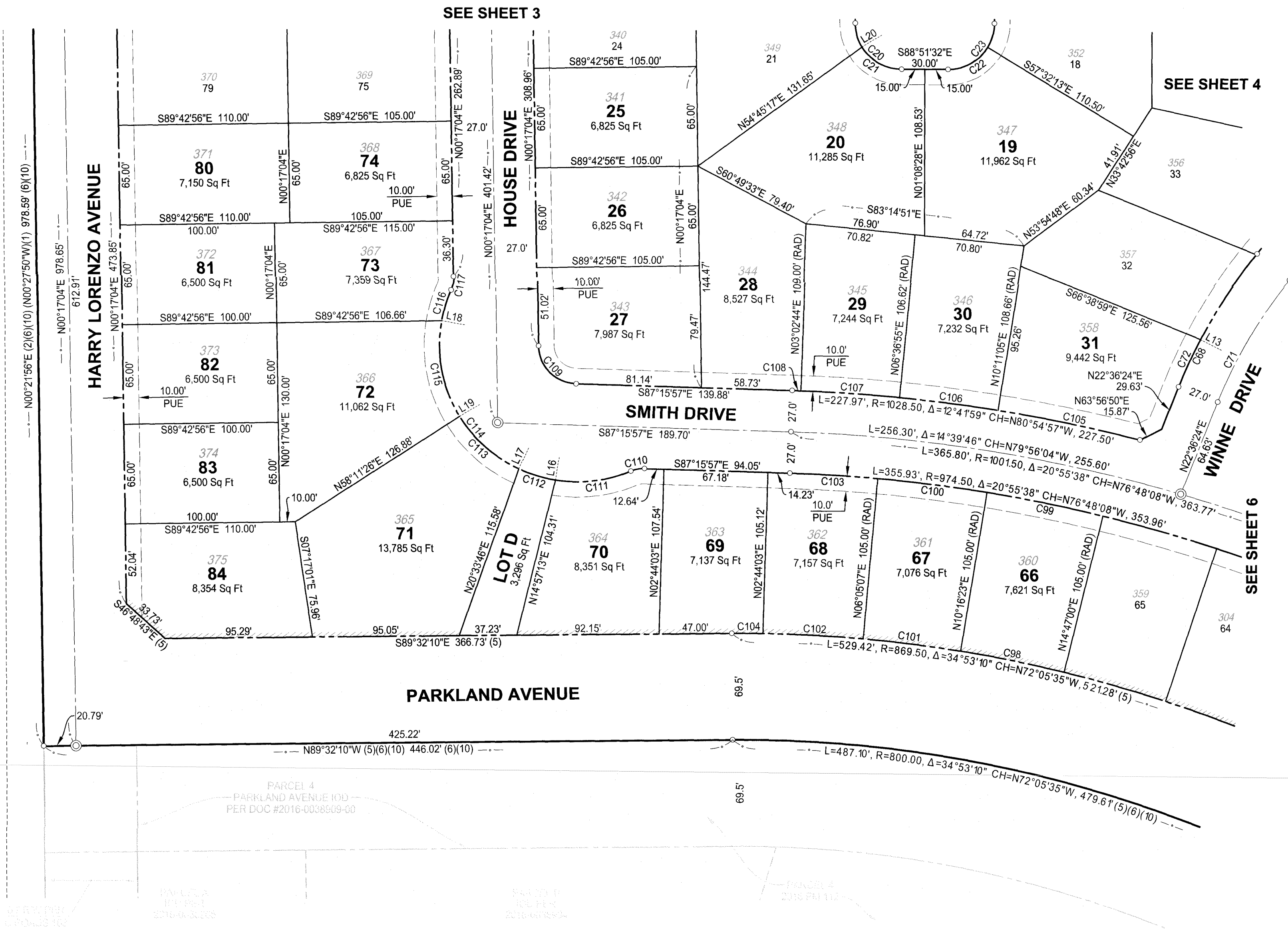


CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C29	23.57'	15.00'	90°01'40"	N46°07'38"E, 21.22'
C30	23.55'	15.00'	89°58'20"	N43°52'22"W, 21.21'
C31	47.01'	323.00'	8°20'17"	N05°16'57"E, 46.96'
C32	74.22'	350.00'	12°09'02"	N07°11'19"E, 74.08'
C33	36.53'	377.00'	5°33'09"	N03°53'23"E, 36.52'
C34	22.41'	15.00'	85°35'49"	S36°07'58"E, 20.38'
C35	6.65'	528.50'	0°43'17"	N78°34'13"W, 6.65'
C36	13.08'	528.50'	1°25'06"	N77°30'02"W, 13.08'
C37	19.74'	528.50'	2°08'23"	N77°51'40"W, 19.74'
C38	18.67'	500.00'	2°08'23"	N77°51'40"W, 18.67'
C39	24.81'	15.00'	94°45'08"	N55°49'57"E, 22.07'
C40	113.26'	934.50'	6°56'39"	N13°19'08"E, 113.19'
C41	82.60'	673.00'	7°01'56"	N04°56'26"E, 82.55'
C42	86.25'	673.00'	7°20'35"	N04°47'06"E, 86.19'
C43	3.65'	673.00'	0°18'39"	N01°16'08"E, 3.65'
C44	31.59'	727.00'	2°29'24"	N02°21'30"E, 31.59'
C45	85.36'	727.00'	6°43'39"	N04°28'38"E, 85.31'
C46	53.77'	727.00'	4°14'15"	N05°43'20"E, 53.76'
C47	68.59'	934.50'	4°12'19"	N03°08'09"E, 68.57'
C48	143.75'	934.50'	8°48'49"	N05°26'24"E, 143.61'
C49	75.16'	934.50'	4°36'30"	N07°32'34"E, 75.14'
C50	60.83'	934.50'	3°43'46"	N18°39'21"E, 60.82'
C51	72.97'	934.50'	4°28'26"	N22°45'27"E, 72.95'
C52	63.71'	727.00'	5°01'15"	N23°14'59"E, 63.69'
C53	83.48'	673.00'	7°06'26"	N27°22'42"E, 83.43'
C54	86.33'	673.00'	7°21'00"	N20°08'59"E, 86.27'
C55	47.22'	727.00'	3°43'16"	N18°52'43"E, 47.21'
C56	24.42'	15.00'	93°15'58"	N30°09'30"W, 21.81'
C57	14.88'	471.50'	1°48'32"	N77°41'45"W, 14.88'
C58	17.61'	471.50'	2°08'23"	N77°51'40"W, 17.61'
C59	2.72'	471.50'	0°19'52"	N78°45'56"W, 2.72'
C60	21.38'	15.00'	81°39'11"	S60°14'32"W, 19.61'
C61	90.80'	323.00'	16°06'22"	N17°30'16"E, 90.50'
C62	61.45'	377.00'	9°20'22"	N24°05'08"E, 61.39'
C63	137.53'	377.00'	20°54'08"	N29°52'01"E, 136.77'
C64	71.30'	377.00'	10°50'10"	N34°10'24"E, 71.19'
C65	83.21'	323.00'	14°45'37"	N32°56'16"E, 82.98'
C66	0.85'	327.00'	0°08'59"	S40°14'35"W, 0.85'
C67	66.33'	327.00'	11°37'21"	S34°21'25"W, 66.22'
C68	101.08'	327.00'	17°42'41"	S31°27'44"W, 100.68'
C70	84.39'	273.00'	17°42'41"	S31°27'44"W, 84.05'
C71	92.74'	300.00'	17°42'41"	S31°27'44"W, 92.37'

RADIAL BEARING TABLE	
LINE	BEARING
L4	S80°32'54"E
L5	N11°47'25"E
L6	N11°24'00"E
L7	S64°26'33"E
L8	S61°14'41"E
L9	S66°10'31"E
L10	S59°04'05"E
L11	S50°24'30"E
L12	N49°49'54"W
L13	N61°27'15"W

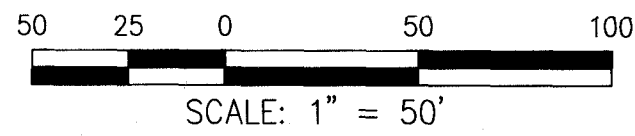


SUBDIVISION MAP NO. 5106
SPRING LAKE CENTRAL - PHASE 3
BEING A SUBDIVISION OF 'REMAINDER' OF SUBDIVISION MAP NO. 5110, "SPRING LAKE CENTRAL - PHASE 4", FILED IN BOOK 2018 OF MAPS AT PAGE 83, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA
CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING
NOVEMBER 2020
SHEET 4 OF 6 SHEETS



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C20	47.12'	30.00'	90°00'00"	S43°51'32"E, 42.43'
C21	30.72'	30.00'	58°40'42"	S59°31'11"E, 29.40'
C22	30.72'	30.00'	58°40'42"	N61°48'07"E, 29.40'
C23	47.12'	30.00'	90°00'00"	N46°08'28"E, 42.43'
C68	101.08'	327.00'	17°42'41"	S31°27'44"W, 100.68'
C71	92.74'	300.00'	17°42'41"	S31°27'44"W, 92.37'
C72	33.90'	327.00'	5°56'21"	S25°34'35"W, 33.88'
C98	68.44'	869.50'	4°30'36"	N77°28'18"W, 68.43'
C99	76.71'	974.50'	4°30'36"	N77°28'18"W, 76.69'
C100	71.23'	974.50'	4°11'16"	N81°49'15"W, 71.21'
C101	63.55'	869.50'	4°11'16"	N81°49'15"W, 63.54'
C102	65.09'	869.50'	4°17'20"	N86°03'33"W, 65.07'
C103	57.00'	974.50'	3°21'04"	N85°35'25"W, 56.99'
C104	20.22'	869.50'	1°19'57"	N88°52'12"W, 20.22'
C105	94.22'	1028.50'	5°14'57"	N77°11'27"W, 94.19'
C106	64.08'	1028.50'	3°34'10"	N81°36'00"W, 64.07'
C107	64.08'	1028.50'	3°34'10"	N85°10'10"W, 64.07'
C108	5.59'	1028.50'	0°18'41"	N87°06'36"W, 5.59'
C109	38.20'	25.00'	87°33'01"	S43°29'26"E, 34.59'
C110	9.02'	21.00'	24°37'12"	S80°25'27"W, 8.95'
C111	49.82'	89.00'	32°04'14"	N84°08'58"E, 49.17'
C112	24.86'	89.00'	16°00'26"	S71°48'42"E, 24.78'
C113	51.84'	89.00'	33°22'31"	S47°07'13"E, 51.11'
C114	212.48'	89.00'	136°47'24"	S43°29'26"E, 165.49'
C115	64.95'	89.00'	41°48'47"	S09°31'34"E, 63.52'
C116	21.01'	89.00'	13°31'26"	S18°08'33"W, 20.96'
C117	9.02'	21.00'	24°37'12"	N12°35'40"E, 8.95'

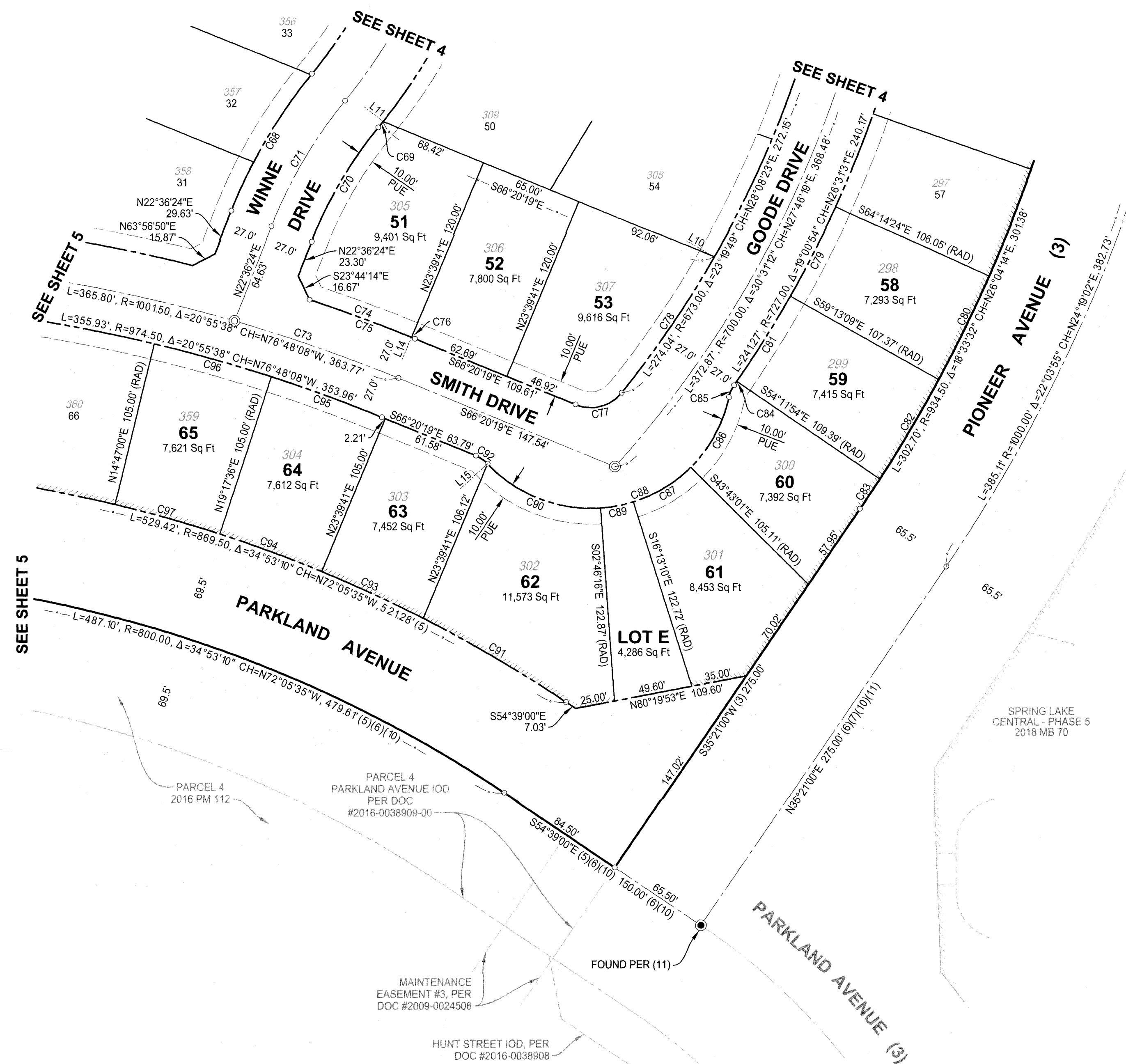
RADIAL BEARING TABLE	
LINE	BEARING
L13	N61°27'15"W
L15	S48°16'53"W
L16	S10°11'05"W
L17	S26°11'31"W
L18	N78°37'11"W
L19	N59°34'02"E



SUBDIVISION MAP NO. 5106 **SPRING LAKE CENTRAL - PHASE 3**

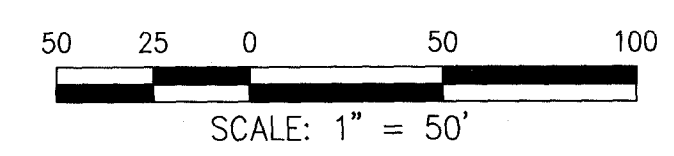
BEING A SUBDIVISION OF 'REMAINDER' OF SUBDIVISION MAP NO. 5110, "SPRING LAKE CENTRAL - PHASE 4", FILED IN BOOK 2018 OF MAPS AT PAGE 83, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA
 CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING

NOVEMBER 2020
 SHEET 5 OF 6 SHEETS



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C68	101.08'	327.00'	17°42'41"	S31°27'44"W, 100.68'
C69	4.78'	377.00'	0°43'35"	N39°57'17"E, 4.78'
C70	84.39'	273.00'	17°42'41"	S31°27'44"W, 84.05'
C71	92.74'	300.00'	17°42'41"	S31°27'44"W, 92.37'
C73	109.50'	1001.50'	6°15'52"	N69°28'15"W, 109.45'
C74	68.52'	1028.50'	3°49'02"	N68°22'34"W, 68.51'
C75	70.84'	1028.50'	3°56'46"	N68°18'42"W, 70.82'
C76	2.31'	1028.50'	0°07'44"	N66°24'11"W, 2.31'
C77	32.23'	25.00'	73°51'24"	N76°43'59"E, 30.04'
C78	104.22'	673.00'	8°52'22"	N35°22'06"E, 104.12'
C79	63.71'	727.00'	5°01'15"	N28°16'13"E, 63.69'
C80	73.06'	934.50'	4°28'47"	N27°14'04"E, 73.05'
C81	63.71'	727.00'	5°01'15"	N33°17'28"E, 63.69'
C82	73.23'	934.50'	4°29'23"	N31°43'08"E, 73.21'
C83	22.61'	934.50'	1°23'10"	N34°39'25"E, 22.61'
C84	2.94'	727.00'	0°13'53"	N35°55'02"E, 2.94'
C85	8.36'	21.00'	22°48'06"	S24°37'55"W, 8.30'
C86	51.34'	89.00'	33°03'06"	N29°45'26"E, 50.63'
C87	42.71'	89.00'	27°29'51"	N60°01'54"E, 42.30'
C88	194.25'	89.00'	125°03'01"	N75°45'23"E, 157.92'
C89	20.89'	89.00'	13°26'54"	N80°30'17"E, 20.84'
C90	79.30'	89.00'	51°03'09"	S67°14'42"E, 76.70'
C91	104.76'	869.50'	6°54'12"	N58°06'06"W, 104.70'
C92	9.02'	21.00'	24°37'12"	N54°01'43"W, 8.95'
C93	70.41'	869.50'	4°38'24"	N63°52'24"W, 70.39'
C94	68.49'	869.50'	4°30'48"	N68°27'00"W, 68.48'
C95	74.29'	974.50'	4°22'05"	N68°31'21"W, 74.27'
C96	76.71'	974.50'	4°30'36"	N72°57'42"W, 76.69'
C97	68.44'	869.50'	4°30'36"	N72°57'42"W, 68.43'

RADIAL BEARING TABLE	
LINE	BEARING
L10	S59°04'05"E
L11	S50°24'30"E
L14	N23°31'57"E
L15	S48°16'53"W



SUBDIVISION MAP NO. 5106
SPRING LAKE CENTRAL - PHASE 3
 BEING A SUBDIVISION OF 'REMAINDER' OF SUBDIVISION MAP NO. 5110, "SPRING LAKE CENTRAL - PHASE 4", FILED IN BOOK 2018 OF MAPS AT PAGE 83, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA
 CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING
 NOVEMBER 2020
 SHEET 6 OF 6 SHEETS

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 956957

ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 5106

between

THE CITY OF WOODLAND
a California municipal corporation

and

RICHMOND AMERICAN HOMES OF MARYLAND, INC

A MARYLAND CORPORATION

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5106

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this _____ day of _____, 2021, by and between the City of Woodland, a California municipal corporation ("City") and Richmond American Homes of Maryland, Inc. a Maryland Corporation, with its principal office located at 3200 Douglas Blvd, Suite 110, Roseville, CA 95661, ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

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

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

C. Developer has submitted and requests approval of Final Map No. 5106, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

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

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

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

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on December 6, 2016.

III. TERMS

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

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

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

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the

execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

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

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

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

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

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during

the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notices.

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

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

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public

Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by _____, 2021 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

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

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

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

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be

imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

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

9.0 Default; Notice; Remedies.

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

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

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may

exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

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

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

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

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

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed,

Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Seven Million Eight Hundred Two Thousand One Hundred Dollars & 00 Cents (\$7,802,100.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Three Million Nine Hundred One Thousand, Fifty Dollars & 00 Cents (\$3,901,050.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at

the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

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

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

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

12.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action,

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

13.0 Insurance.

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

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

13.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall

include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

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

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

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

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

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

13.5 Endorsements.

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

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

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

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

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

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

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

13.5.2 The Workers’ Compensation policy required by this Agreement shall be endorsed as follows:

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

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

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

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

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

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

16.0 General Provisions.

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

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

16.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Engineer

DEVELOPER:

Richmond American Homes of Maryland, Inc
3200 Douglas Blvd, Suite 110
Roseville, CA 95661
Attn: Nam Joe

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

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

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

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

assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

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

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

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

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

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

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

16.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement

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

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

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

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

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

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

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

CITY OF WOODLAND

By: _____
Ken Hiatt, City Manager

**RICHMOND AMERICAN
HOMES OF MARYLAND, INC**

By: _____
Nam Joe

DIVISION PRESIDENT
Title

ATTEST:

By: _____
Ana Gonzalez, City Clerk

(Seal)
By: _____
Jenny Tan

VP OF LAND ACQUISITION
Title

APPROVED AS TO FORM:

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

ACKNOWLEDGMENT

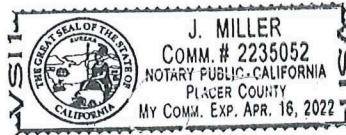
STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On 1/15/2021, before me, J. Miller, the undersigned notary public, personally appeared Nam Joe, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY PUBLIC



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

On 1/15/2021, before me, J. Miller, the undersigned notary public, personally appeared Lenny Tan, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY PUBLIC



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**SUBDIVISION NO. 5106 SPRING LAKE CENTRAL PHASE 2
A SUBDIVISION OF
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:**

APN: 042-030-034

A-1

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 5137

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans entitled:

Spring Lake Central – Phase 3, Subdivision #5106

And

Spring Lake Specific Plan

Parkland Avenue Extension Pioneer Avenue to Harry Lorenzo Avenue

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5106

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

FAITHFUL PERFORMANCE BOND: \$7,802,100.00

Surety: xxxx

Attorney-in-fact: xxxx

Address: xxxx

PAYMENT BOND: \$3,901,050.00

Surety: xxxxx

Attorney-in-fact: xxxxxx

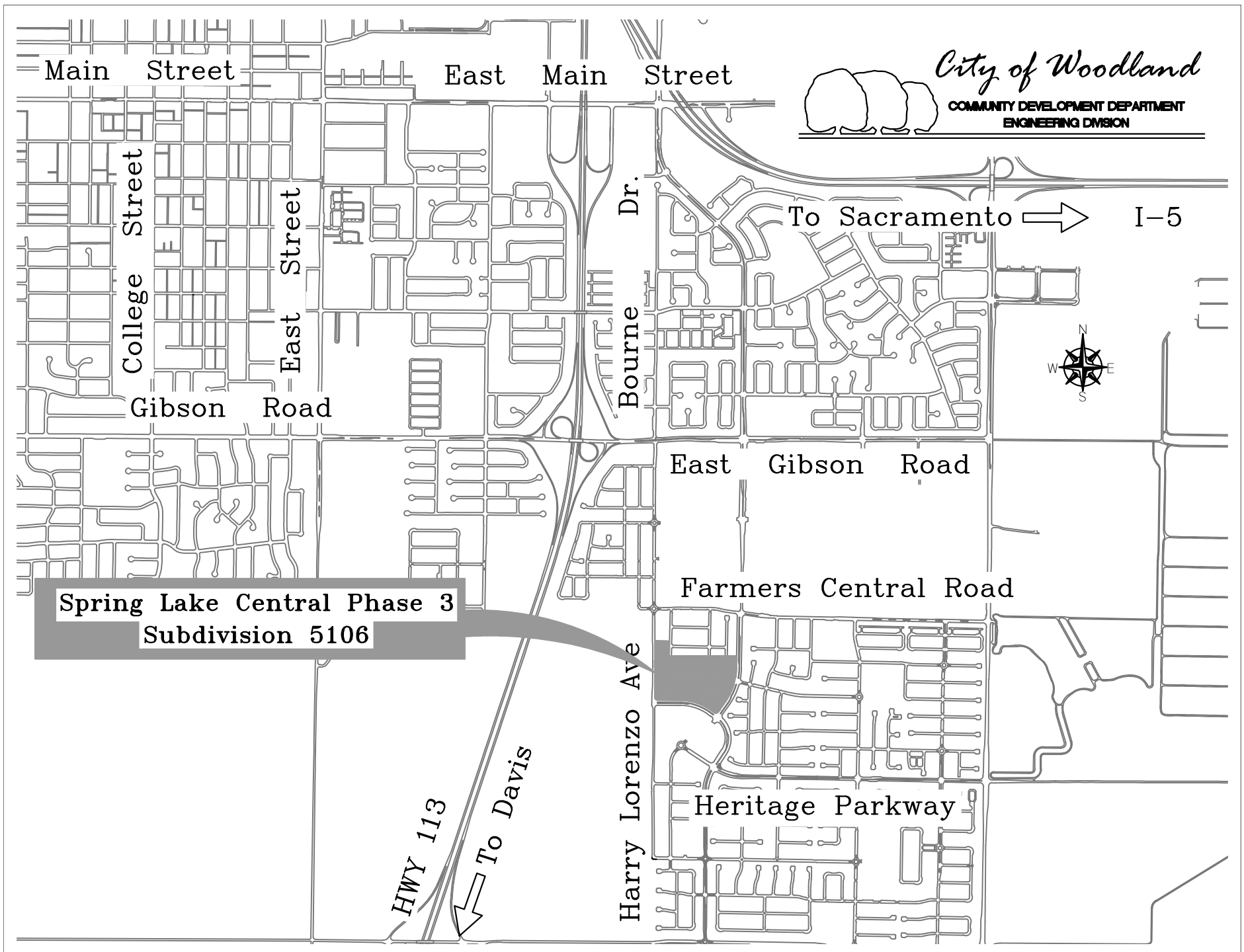
Address: xxxxx

GUARANTEE AND WARRANTY SECURITY BOND: \$ 780,210.00

Surety: xxxxx

Attorney-in-fact: xxxxxx

Address: xxxx





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.11
SUBJECT: Appropriate project funding and approve amendment to the consultant agreement for construction inspection with UNICO Engineering for the 2020 Sewer & Water Repair & Replacement Project, CIP #20-07

Recommendation for Action: Staff recommends that the City Council: 1) Approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repairs, Replacement and Lining, CIP 14-15, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 2) Approve the reallocation of \$300,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 3) Approve the reallocation of \$10,070 of Southeast Area Infrastructure Fees (Fund 593) from the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 4) Approve construction contingencies of up to \$1,360,000 (31.2% of the contract award amount of \$4,359,548) for a total contract amount of up to \$5,719,548; and 5) Approve amendment no. 2 to the consultant agreement for construction inspection services with UNICO Engineering in an amount of \$70,000 and authorize the City Manager to execute the agreement.

Staff Contact:

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

Fiscal Impact:

The 2020 Sewer & Water Repair & Replacement Project (CIP 20-07) is funded in the approved Capital Improvement Program Budget. On February 2, 2020, the City Council approved the total project budget of \$5.5 million dollars to cover the construction contract with T&S Construction Co., Inc. in an amount of \$4,359,548, the authorized construction contingency of up to 10% (\$435,955), the construction inspection contract with UNICO Engineering (UNICO), other project expenses and City staff time. Due to changes in the work on account of unforeseen conditions, costs to construct the interceptor sewer on East Street developed into more than originally estimated and, on November 17, 2020, the City Council approved an appropriation of \$755,000 of additional Sewer Funds in order to cover the increased construction costs, bringing the total construction contingency to \$1,160,000. Staff is requesting an additional appropriation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repairs, Replacement and Lining, CIP 14-15, to cover expenses related to repaving the interceptor sewer trench and other Sewer Fund related change orders. Staff is also requesting an appropriation of \$300,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to cover costs related to additional water work on Gibson Road between West Street and County Road 98 that was not included in the original bid package. This work is necessary to precede the W. Gibson Road Safe Routes to School – West Street to CR 98 Project, CIP 20-08. Staff is also requesting an appropriation of \$10,070 of Southeast Area Infrastructure Fees (Fund 593) from the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, to CIP 20-07 for costs related to hauling and grading 3,000 cubic yards of soil for the future overcrossing construction. These appropriations bring the total construction contingency to an amount up to \$1,360,000 and the remaining added funds cover additional Staff time and inspection.

Due to changes in the work, the construction inspection contract with UNICO requires an additional \$70,000 to cover the increased construction duration. Approval of amendment no. 2 to the contract with UNICO will bring the total not-to-exceed cost for the construction inspection services to \$352,000 from the original contract amount of \$182,000. The proposed increase in the cost of construction inspection is covered by the above appropriations.

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

Background:

The Project (CIP 20-07) was scoped as precursor to both the Gibson Road Bicycle/Pedestrian Mobility Project, CIP 20-01, which will improve Gibson Road between East Street and West Street, and the W. Gibson Road Safe Routes to School Project, CIP 20-08, which will improve Gibson Road between West Street and CR98. CIP 20-07 was originally bid to make the necessary water and sewer repairs and clear the way for pavement replacement between East Street and West Street, but it was also contemplated that any water and sewer repairs on Gibson Road between West Street and CR98 would be added to CIP 20-07 if the work was necessary and of similar nature.

The deep interceptor sewer on East Street between Gibson Road and Gum Street is part of a multi-year project to transfer sewer flows from the Beamer Trunk Sewer to the Gibson Trunk Sewer and to address existing sewer deficiencies on Pendegast Street. The interceptor construction will be continued in the 2021 Sewer and Water Repair and Replacement Project, CIP 20-14 and will finish in the 2022 Sewer and Water Repair and Replacement Project, CIP 21-01.

Discussion:

Six change orders were previously executed during the project, resulting in a total amount of \$1,047,453 for additional work on Gibson Road and East Street with four additional potential change orders: 1) \$239,142 for water improvements west of West Street; 2) \$33,521 for railroad right-to-access fees necessary for the contractor to bore new water main under the tracks on Gibson Road; 3) \$35,600 for unforeseen conditions involved with sewer work on East Street and at the Gibson Ranch Lift Station; and 4) \$10,070 for hauling and stockpiling of soils for use by the future pedestrian overcrossing. This amounts to a total of \$1,365,786 in CIP 20-07 change orders. The completed change orders included lowering existing utilities to accommodate the upcoming road project, installing electrical conduit for street lighting, and realigning water and sewer to accommodate unknown buried utilities that were discovered during construction. This is not surprising for a project of this nature where 80-year old utilities are being replaced in a street and there is a need to accommodate an upcoming road reconstruction project.

Staff has identified the water utility repairs necessary to occur ahead of the W. Gibson Road Safe Routes to School Project, CIP 20-08. The proposed appropriation of \$300,000 of Water Enterprise Funds is to cover this additional work and the aforementioned railroad right-to-access fees.

During the interceptor's initial construction on East Street, the trench walls were caving into the excavation causing difficulty in installing the pipe and resulting in collapse of the trench and roadway. In December, the Project transitioned to construction using a Slide Rail shoring system to protect East Street from further degradation due to caving trench walls. The Slide Rail method has proved effective for installation of the interceptor, but the trench width is still greater than what was originally designed and therefore additional Sewer Funds are necessary to cover the additional paving costs. The proposed appropriation of \$100,000 of Sewer Enterprise Funds is to cover these additional paving costs and changes at the Gibson Ranch Lift Station.

Three thousand cubic yards of soil generated by the trenching efforts on East Street were requested by staff to be stockpiled in Spring Lake Park for future use in the construction of CIP 17-22, the Sports Park Drive Pedestrian Overcrossing Project. The proposed appropriation of \$10,070 of Southeast Area Infrastructure Fees (Fund 593) to CIP 20-07 is meant to cover the costs of stockpiling and erosion control of this soil.

Due to changes in and additions to the work, construction is lasting longer than originally anticipated. In order to cover costs for the additional inspection, Staff is recommending an amendment to the current consultant contract with UNICO Engineering for an additional amount of \$70,000, bringing the total inspection contract to an amount not-to-exceed \$352,000. The costs of the proposed amendment is covered by the above Sewer Fund and Water Fund appropriations.

Conclusion:

Staff recommends that the City Council: 1) Approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repairs, Replacement and Lining, CIP 14-15, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 2) Approve the reallocation of \$300,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 3) Approve the reallocation of \$10,070 of Southeast Area Infrastructure Fees (Fund 593) from the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, to 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 4) Approve construction contingencies of up to \$1,360,000 (31.2% of the contract award amount of \$4,359,548) for a total contract amount of up to \$5,719,548; and 5) Approve amendment no. 2 to the consultant agreement for construction inspection services with UNICO Engineering in an amount of \$70,000 and authorize the City Manager to execute the agreement.

Prepared By: Mark Miller, Associate Engineer

Reviewed By: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Amendment No. 2

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
REALLOCATE FUNDING, INCREASE PROJECT CONTINGENCY AND APPROVE AN
AMENDMENT TO THE CONSULTANT AGREEMENT WITH UNICO ENGINEERING FOR
CONSTRUCTION INSPECTION FOR CIP 20-07, THE 2020 SEWER & WATER REPAIR &
REPLACEMENT PROJECT**

WHEREAS, the City Council approved Resolution 7399 on February 4, 2020, to execute a construction contract with T&S Construction Co., Inc. (T&S) in the amount of \$4,359,548 and approved a 10% construction contingency (\$435,955) for the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07 (the “Project”) with a total project budget of \$5,500,000; and

WHEREAS, the City Council approved Resolution 7595 on November 17, 2020 to increase construction contingency to \$1,160,000 for a total contract amount of up to \$5,519,548; and

WHEREAS, six contract change orders were previously executed in an amount totaling \$1,047,453, and four potential change orders for additional work remain to be executed in a combined total amount of \$318,333; and

WHEREAS, the City of Woodland wishes to enter into a professional services amendment with UNICO Engineering (“UNICO”) for inspection services for the additional duration of the Project; and

WHEREAS, amendment no. 2 with UNICO authorizes an additional contract amount of \$70,000 to cover costs for the increased duration of construction inspection. The current contract amount is \$282,000, and with this amendment the new contract amount is \$352,000; and

WHEREAS, the City Council wishes to approve amendment no. 2 and authorize its execution through the adoption of this Resolution; and

WHEREAS, additional funding is necessary in order to cover the additional potential change orders and the increased construction inspection duration; and

WHEREAS, the City Council wishes to approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, and Lining, CIP 14-15 to the Project; and

WHEREAS, the City Council wishes to approve the reallocation of \$300,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the Project; and

WHEREAS, the City Council wishes to approve the reallocation of \$10,070 of Southeast Area Infrastructure Fees (Fund 593) from the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, to the Project; and

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

Section 1. The City Council hereby approves the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, and Lining, CIP 14-15 to the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07.

Section 2. The City Council hereby approves the reallocation of \$300,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07.

Section 3. The City Council hereby approves the reallocation of \$10,070 of Southeast Area Infrastructure Fees (Fund 593) from the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 to the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07.

Section 4. The City Council hereby approves construction contingencies of up to \$1,360,000 for a total contract amount of up to \$5,719,548.

Section 5. The City Council hereby approves amendment no. 2 for construction inspection services with UNICO Engineering for the Project in the amount of \$70,000. The City Manager is hereby authorized and directed to execute the agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 6. Copies of amendment no. 2 for construction inspection services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

February 19, 2021

Mr. Tim Busch
Principal Utilities Engineer
City of Woodland
300 1st Street
Woodland, CA 95695

Re: 2020 Sewer & Water Repair & Replacement Project, CIP #20-07 – Amendment #2

Dear Mr. Busch:

Thank you for the opportunity to provide inspection services for the above referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have worked with you to ensure that this proposal meets with your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion. Please don't hesitate to contact me with any questions, or if we can help you further.

Sincerely,



Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for inspection services for the 2020 Sewer & Water Repair & Replacement Project. UNICO understands that this project consists of the repair and replacement of more than 6,500 linear feet of existing mainline water pipe with new 8-inch, 10-inch, and 12-inch diameter water mains. This also includes approximately 130 new water services to residences that will be reconnected to the new water main. This project includes the installation of about 2,000 linear feet of new 18-inch diameter PVC sewer main line, lining more than 7,500 linear feet of existing sewer main line and the rehabilitation of approximately 75 sewer laterals. Also, at the intersection of Gibson Road and County Road 102 a new fused PVC line will be installed using directional drilling to reroute the existing force main flow to a sewer interceptor with larger capacity. In addition, it is also required that approximately 85 linear foot of 20 inch diameter steel casing is installed using the Bore and Jack method to facilitate the installation of the new 10-inch diameter fusible PVC water main underneath the existing railroad tracks located near East Street. UNICO's services will include providing full time inspection to ensure the project is completed in accordance with the project construction documents and in accordance with the City of Woodland's Standard Details and Construction Specifications. The materials testing will be provided by a third party.

A. CONSTRUCTION INSPECTION

\$70,000

- B. UNICO will provide full time inspection for 40 additional working days. The Construction Inspector will provide inspection services for all improvements. This includes all coordination with City of Woodland Staff and with the contractor.

Deliverables: ***Daily Inspection Reports***
Construction Photographs

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

2020 SEWER & WATER REPAIR & REPLACEMENT PROJECT, CIP #20-07

A. CONSTRUCTION INSPECTION \$70,000

TOTAL \$70,000

ASSUMPTIONS AND CLARIFICATIONS

1. Site will be accessible by vehicle.
2. Proposal is based upon 40 working days. Working days are defined as non-weekend and non-holiday days.
3. Proposal is based upon 8-hour days and 40-hour work weeks. 2-hours of overtime per working day is included in this proposal.
4. Construction Inspector Regular Time Billing Rate: \$156.55, Overtime Billing Rate: \$234.82



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.12
SUBJECT: Approve Consultant Agreements for Construction Management and Inspection Services for Improvements Associated with the Prudler Phase 1 & Phase 2 Subdivision Improvements and the Parkside 3 Subdivision Improvements.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve two consultant services agreements for construction management and inspection with UNICO Engineering Consultants, Inc. The first, for the Prudler Phase 1 & Phase 2 Subdivision, in the amount of \$623,000 and the second, for the Parkside 3 Subdivision, in the amount of \$206,000; and authorize the City Manager to execute the agreement and amendments up to 15% (\$93,450 and \$30,900 respectively) of the agreements.

Staff Contact:

Miguel Chavez, Construction Project Manager – (530) 661-5952, miguel.chavez@cityofwoodland.org

Fiscal Impact:

Construction management and inspection of the Prudler Phase 1 & Phase 2 and the Parkside 3 Subdivision Improvements are funded by fees paid by the developer for this purpose.

There is no impact to the general fund.

Background:

On September 6th 2016 , the City Council approved the Prudler Phase 1 & Phase 2 Tentative Subdivision Map Nos. 4856 and 5121. On September 1, 2020, the City Council approved the Parkside 3 Tentative Subdivision Map No. 5155. The improvement plans for the Prudler Phase 1 & Phase 2 and the Parkside 3 Subdivision Improvements are complete and construction is ready to begin. The Prudler Phase 1 & Phase 2 subdivision will build 183 homes. The Parkside 3 subdivision will build 97 homes.

Discussion:

The construction of the Prudler Phase 1 & Phase 2 subdivision and the Parkside 3 subdivision includes improvements that will be City owned once complete. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute a consultant agreement will provide these construction services.

Lennar Homes has told city staff that they intend to start construction in the beginning of April for both of these projects. The City needs to have contracts executed before the subdivision construction begins.

UNICO Engineering Consultants, Inc. (UNICO) is currently included on the City's list of firms pre-qualified to provide Construction Management and Inspection Services. After a review of the listed firms and the experience of each providing similar services it was determined that UNICO was the most qualified to perform these services for the City at this time.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve two consultant services agreements for construction management and inspection with UNICO Engineering Consultants, Inc. The first, for the Prudler Phase 1 & Phase 2 Subdivision, in the amount of \$623,000 and the second, for the Parkside 3 Subdivision, in the amount of \$206,000; and authorize the City Manager to execute the agreement and amendments up to 15% (\$93,450 and \$30,900 respectively) of the agreements.

Prepared By: Miguel Chavez, Sr. Construction Project Manager

Reviewed By: Katie Wurzel, Principal Civil Engineer

Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Parkside3 Scope of Work
3. Prudler Scope of Work

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE
CONSULTANT AGREEMENTS WITH UNICO ENGINEERING CONSULTANTS, INC. FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

WHEREAS, On September 6th 2016 , the City Council approved the Prudler Phase 1 & Phase 2 Tentative Subdivision Map Nos. 4856 and 5121; and

WHEREAS, On September 1, 2020, the City Council approved the Parkside 3 Tentative Subdivision Map No. 5155; and

WHEREAS, the Prudler Phase 1 & Phase 2, and the Parkside 3 Subdivision Improvements are ready for construction; and

WHEREAS, the City desires to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

WHEREAS, the City Council wishes to approve the Agreements and authorize their execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the consultant services agreement with UNICO Engineering Consultants Inc. and authorizes and directs the City Manager to execute an agreement in the amount of \$623,000 for the Prudler Phase 1 & Phase 2 Subdivision Improvements and amendments as necessary up to 15% (\$93,450) of the agreement amount, subject to City Attorney approval.

Section 2. The City Council hereby approves the consultant services agreement with UNICO Engineering Consultants Inc. and authorizes and directs the City Manager to execute an agreement in the amount of \$206,000 for the Parkside 3 Subdivision Improvements and amendments as necessary up to 15% (\$30,900) of the agreement amounts, subject to City Attorney approval.

Section 3. The City Attorney is hereby authorized to make clarifying and confirming changes to either or both contracts so long as the total dollar amount authorized in the Agreement does not change.

Section 4. An executed copy of the Agreements are available and on file in the City Clerk's office and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

February 26, 2021

Mr. Miguel Chavez
Senior Construction Project Manager
City of Woodland
300 1st Street
Woodland, CA 95695

Re: Parkside 3 - Subdivision

Dear Mr. Chavez:

Thank you for the opportunity to provide inspection and construction management services for the above referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have worked with you to ensure that this proposal meets with your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion. Please don't hesitate to contact me with any questions, or if we can help you further.

Sincerely,



Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for inspection and construction management services for the Parkside 3 Subdivision. UNICO understands that Lennar will be constructing a Subdivision on the Northwest corner of Sports Park Drive and Matmor Road. The subdivision will consist of both onsite and offsite improvements. UNICO's services will include providing part time inspection and part time construction management services to ensure the project is completed in accordance with the project construction documents and in accordance with the City of Woodland's Standard Details and Construction Specifications. The materials testing will be provided by a third party.

A. CONSTRUCTION MANAGEMENT

\$115,000

UNICO will provide part time Construction Management for 12 months. The Construction Manager will provide construction management services for all onsite and offsite improvements for the Subdivision. This includes all coordination with the developer, designer, contractor, and City of Woodland Staff.

Deliverables: ***Preconstruction Meeting***
Progress Meetings
Submittal Review
Punchlist Through Project Acceptance
1 Year Warranty Punchlist

B. CONSTRUCTION INSPECTION

\$91,000

UNICO will provide part time inspection for 12 months. The Construction Inspector will provide inspection services for all onsite and offsite improvements for the Subdivision. This includes all coordination with City of Woodland Staff and with the contractor.

Deliverables: ***Daily Inspection Reports***
Construction Photographs
Lot Sign Offs Prior to Occupancy
Punchlist Through Project Acceptance
1 Year Warranty Punchlist

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

PARKSIDE 3 SUBDIVISION

A. CONSTRUCTION MANAGEMENT	\$115,000
B. CONSTRUCTION INSPECTION PART TIME – 12 MONTHS.....	\$91,000
TOTAL	\$206,000

ASSUMPTIONS AND CLARIFICATIONS

1. Site will be accessible by vehicle.
2. This subdivision will be constructed concurrently within the same 12-month period.
3. Proposal is based upon 260 working days. Working days are defined as non-weekend and non-holiday days.
4. Proposal is based upon 8-hour days and 40-hour work weeks. No overtime is included in this proposal.
5. Construction Management services based upon an average of 10 hours per week for 52 weeks, 520 hours.
6. Construction Inspection services are based upon an average of 15 hours per week for 52 weeks, 780 hours.
7. Construction Inspector Regular Time Billing Rate: \$155.86, Overtime Billing Rate: \$234.82.
8. Construction Manager Regular Time Billing Rate: \$220.80, Overtime Billing Rate: \$220.80.

February 26, 2021

Mr. Miguel Chavez
Senior Construction Project Manager
City of Woodland
300 1st Street
Woodland, CA 95695

Re: Prudler Subdivision Phase 1 and Phase 2

Dear Mr. Chavez:

Thank you for the opportunity to provide inspection and construction management services for the above referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have worked with you to ensure that this proposal meets with your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion. Please don't hesitate to contact me with any questions, or if we can help you further.

Sincerely,



Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for inspection and construction management services for the Prudler Subdivision Phase 1 and Phase 2. UNICO understands that Prudler will be constructing a Subdivision on the Northeast corner of East Street and Sports Park Drive. The subdivision will consist of 2 phases, both of which have onsite and offsite improvements. UNICO's services will include providing full time inspection and part time construction management services to ensure the project is completed in accordance with the project construction documents and in accordance with the City of Woodland's Standard Details and Construction Specifications. The materials testing will be provided by a third party.

A. CONSTRUCTION MANAGEMENT

\$173,000

UNICO will provide part time Construction Management for 12 months. The Construction Manager will provide construction management services for all onsite and offsite improvements for both Phase 1 and Phase 2 of the Subdivision. This includes all coordination with the developer, designer, contractor, and City of Woodland Staff.

Deliverables: ***Preconstruction Meeting***
Progress Meetings
Submittal Review
Punchlist Through Project Acceptance
1 Year Warranty Punchlist

B. CONSTRUCTION INSPECTION

\$450,000

UNICO will provide full time inspection for 12 months. The Construction Inspector will provide inspection services for all onsite and offsite improvements for both Phase 1 and 2 of the Subdivision. This includes all coordination with City of Woodland Staff and with the contractor.

Deliverables: ***Daily Inspection Reports***
Construction Photographs
Lot Sign Offs Prior to Occupancy
Punchlist Through Project Acceptance
1 Year Warranty Punchlist

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

PRUDLER SUBDIVISION - PHASE 1

A. CONSTRUCTION MANAGEMENT	\$86,500
B. CONSTRUCTION INSPECTION	\$162,500
C. CONSTRUCTION INSPECTION 2 ND INSPECTOR – 2 MONTHS	\$50,000
TOTAL	\$299,000

PRUDLER SUBDIVISION - PHASE 2

A. CONSTRUCTION MANAGEMENT	\$86,500
B. CONSTRUCTION INSPECTION	\$162,500
C. CONSTRUCTION INSPECTION 2 ND INSPECTOR – 3 MONTHS	\$75,000
TOTAL	\$324,000

ASSUMPTIONS AND CLARIFICATIONS

1. Site will be accessible by vehicle.
2. Both Phase 1 and Phase 2 will be constructed concurrently within the same 12-month period
3. Proposal is based upon 260 working days. Working days are defined as non-weekend and non-holiday days.
4. Proposal is based upon 8-hour days and 40-hour work weeks. No overtime is included in this proposal.
5. Construction Management services based upon an average of 15 hours per week for 52 weeks, 780 hours.
6. Construction Inspection services based upon 40 hours per week for 52 weeks, 2,080 hours.
7. Construction Inspection services are based upon needing a 2nd Inspector on Phase 1 for 8 weeks, 320 hours, and a 2nd Inspector on Phase 2 for 12 week, 480 hours.
8. Construction Inspector Regular Time Billing Rate: \$155.86, Overtime Billing Rate: \$234.82
9. Construction Manager Regular Time Billing Rate: \$220.80, Overtime Billing Rate: \$220.80



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: March 16, 2021

ITEM #: I.13

SUBJECT: Amendment to the Professional Services Agreement with Fehr & Peers

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, authorizing the City Manager to execute Amendment #4 to the professional services agreement with Fehr & Peers for an additional amount not to exceed \$34,200, for transportation planning services for the Woodland Research and Technology Park Specific Plan project and authorize the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$31,260) of the agreement amount.

Staff Contact:

Erika Bumgardner, Business Development Liaison, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Fiscal Impact:

The subject Fehr & Peers professional services agreement is associated with the Woodland Research and Technology Park Specific Plan ("Specific Plan") Project. All application processing costs are covered by the project applicant.

As directed by City Council, the City has entered into an Agreement for Advance of Funds with the project applicant. The advanced funding agreement outlines a payment plan proposed by the applicant to cover all project costs.

The original Fehr & Peers professional services agreement involved the preparation of the Traffic Impact Analysis for the Specific Plan Environmental Impact Report (EIR). The original Fehr & Peers contract was for \$188,000, which was later amended by \$90,415 to provide additional transportation planning services for the project. The current agreement is for \$278,415.

Background:

On June 6, 2017, the City Council authorized City staff to proceed with preparation of the Specific Plan; approving professional services agreements with Fehr & Peers for transportation planning services for the Specific Plan and in support of the project EIR (\$188,000).

On July 5, 2018, Amendment #1 to the Fehr & Peers professional services agreement was executed to provide additional transportation planning services for the Specific Plan for \$46,115.

On September 24, 2019, Amendment #2 to the Fehr & Peers professional services agreement was executed to provide additional transportation planning services for the Specific Plan for \$44,300.

On January 24, 2020, Amendment #3 to the Fehr & Peers professional services agreement was executed to extend the contract timeframe to December 31, 2021.

Discussion:

The proposed Amendment #4 to Fehr & Peers professional services agreement will allow for the completion of

transportation planning services in support of the Specific Plan EIR. The amendment increases the contract amount by up to \$34,200 to cover additional time and analysis not originally anticipated in the project scope of work.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manger to execute Amendment #4 to the professional services agreement with Fehr & Peers for an additional amount not to exceed \$34,200, for transportation planning services for the Woodland Research and Technology Park Specific Plan project and authorize the City Manger to execute the agreement and amendments, as necessary, up to 10% (\$31,260) of the agreement amount.

Prepared By: Erika Bumgardner, Business Development Liaison

Reviewed By: Brent Meyer, Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Amendment No. 4

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH FEHR AND PEERS FOR TRANSPORTATION ANALYSIS IN
SUPPORT OF THE ENVIRONMENTAL IMPACT REPORT FOR THE WOODLAND
RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN PROJECT**

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

WHEREAS, on June 6, 2017, the City Council approved professional services agreements (“Agreements”) with Fehr & Peers for \$188,000, to provide transportation planning services for the Woodland Research and Technology Park Specific Plan project and authorized the City Manager, or his designee, to execute the agreements and amendments as necessary up to 20% of the agreement amount; and

WHEREAS, on July 5, 2018, Amendment #1 to the Fehr & Peers professional services agreement was executed for \$46,115, for technical transportation analysis in support of the project; and

WHEREAS, on September 24, 2019, Amendment #2 to the Fehr & Peers professional services agreement was executed for \$44,300, to provide additional transportation planning services for the project; and

WHEREAS, on January 24, 2020, Amendment #3 to the Fehr & Peers professional services agreement was executed to extend the contract timeframe to complete the transportation analysis; and

WHEREAS, additional transportation analysis is necessary for the completion of the Specific Plan and in support of the Specific Plan Environmental Impact Report (EIR); and

WHEREAS, the Applicant has agreed to fund all costs associated with the review and preparation of the Specific Plan through an Agreement for Fund Advancement entered into by the Applicant and City on December 15, 2017.

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

Section 1. The City Council hereby approves the Fourth Amendment to the professional services agreement with Fehr & Peers, in an amount not to exceed \$34,200 for the Traffic Impact Analysis for the Woodland Research and Technology Park Specific Plan Project and authorizes the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$31,260) of the agreement amount. The City Attorney is hereby authorized to make clarifying and

confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Fourth Amendment To The Professional Services Agreement Between The City Of Woodland And Fehr & Peers, a CA Corporation (“Consultant”)

ARTICLE 1. PARTIES AND DATE

This Fourth Amendment to the Professional Services Agreement (“Second Amendment”) dated as of the _____th day of March, 2021 is entered into by and between the City of Woodland (“City”) and Fehr & Peers, a CA Corporation (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated September 6, 2017 (“Agreement”), whereby Consultant agreed to provide transportation planning services for the Woodland Research and Technology Park Specific Plan project (“Project”) for \$188,000.

2.2 City and Consultant entered into a First Amendment to the Agreement, dated July 5, 2018, whereby Consultant agreed to provide additional transportation planning services for the Woodland Research and Technology Park Specific Plan project (“Project”) for \$46, 115.

2.3 City and Consultant entered into a Second Amendment to the Agreement, dated September 24, 2019, whereby Consultant agreed to provide additional transportation planning services for the Woodland Research and Technology Park Specific Plan project (“Project”) for \$44,300.

2.4 City and Consultant entered into a Third Amendment, dated January 24, 2020, to extend the term of the Agreement until December 31, 2021.

2.5 The City and Consultant now desire to enter into a Fourth Amendment which includes Exhibit A, Scope of Work, dated February 4, 2021. The Fourth Amendment increases the compensation by Thirty-Four-Thousand-Two-Hundred dollars (\$34,200) for a total compensation of a not-to-exceed amount of Three-Hundred-Twelve-Thousand-Six-Hundred-Fifteen dollars (\$312,615) for the Project.

ARTICLE 3. TERMS

3.1 “**Exhibit A**”. A new Exhibit “A”, which is attached hereto is hereby added to the Agreement.”

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Fourth Amendment To The Professional Services Agreement Between The City Of Woodland And Fehr & Peers, a CA Corporation (“Consultant”)

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**Fourth Amendment To The Professional Services Agreement Between The City Of
Woodland And Fehr & Peers, a CA Corporation (“Consultant”)**

City Of Woodland

Fehr & Peers

By: _____
Ken Hiatt
City Manager

By: _____
Robert Grandy
Principal

ATTEST:

Ana B. Gonzalez, City Clerk

EXHIBIT A

WOODLAND RESEARCH & TECHNOLOGY PARK (SP-1A) SPECIFIC PLAN TRANSPORTATION IMPACT STUDY – UPDATE TIS DOCUMENT, MEETING ATTENDANCE, AND FINAL EIR SCOPE OF WORK (2.4.2021 VERSION)

The purpose of this amendment is for additional work to prepare updates to the Transportation Impact Study (TIS) to respond to changes in the CEQA VMT approach, attendance at meetings and hearings, and preparation of transportation input on the Final EIR.

Fehr & Peers will complete the following tasks, as described below in more detail, for an additional budget of \$34,200.

1. Update TIS Document
2. Meeting Attendance
3. Final EIR

Task 1 - Update TIS Document

Fehr & Peers will update text in the TIS document to reflect revised approach to addressing VMT in the document. This includes review of draft text to be added to the Specific Plan that describes a commitment to comply with the City of Woodland General Plan VMT policy, and revisions to the TIS to reflect tiering off the General Plan EIR based on the new Specific Plan text. Fehr & Peers will submit an updated Draft TIS. This task includes one round of revision to the revised TIS, based on comments provided by City staff. A total of 6 hours of staff time to respond to comments is included.

Task 2 - Meeting Attendance

This task includes up to 36 hours of professional staff time to attend approximately four conference calls with City staff and the consultant team to prepare for presentation of the transportation study methodology and results to the Planning Commission and City Council as well as to attending approximately four public hearings at those bodies to present the transportation study results documented in the TIS and Draft EIR.

Task 3 – Final EIR

This task includes up to 40 hours of professional staff time to prepare responses to public comments on the Draft EIR transportation assessment for incorporation in the Final EIR document.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: I.14
SUBJECT: Approval of Final Map 5171, Cleveland Street Lofts, and Related Subdivision Improvement Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 5171, Cleveland Street Lofts; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Staff Contact:

Ed Wisniewski, Senior Civil Engineer, (530) 661-5975, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

This project's processing costs were covered by fees. In addition, at build-out, the 16 lots are estimated to generate approximately \$350,000 in development impact fees.

There is no impact to the General Fund.

Background:

The City of Woodland Planning Commission approved the tentative map for 16 Single family lots on August 15, 2019. The 16 lots are located on the east side of Cleveland Street between Main Street and Lincoln Avenue. The project is developing a currently vacant property.

SZ Down Town Partners, LLC has completed all conditions required by the Tentative Map and is requesting that the City Council approve the 16-lot Final Subdivision Map (SM) No.5171, Cleveland Street Lofts, and the associated Subdivision Improvement Agreement.

Discussion:

The Owner has met or completed his conditions of approval triggered by final map approval. The final map, improvement plans, and related documents have been reviewed by City staff and found to be technically correct.

During the design process, a boundary survey revealed that the adjacent building on 210 Main Street encroaches onto the property being subdivided by approximately 5 inches (as noted in detail on the final map). SZ Down Town Partners is pursuing a lot line adjustment with the adjacent property owner to ensure that the entirety of the existing building is within its property limits. Irrespective of the pending lot line adjustment, the final map is technically correct and consistent with the requirements of the subdivision map act.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 5171, Cleveland Street Lofts; and 2) Approve the related Subdivision Improvement Agreement and authorize

City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Prepared By: Ed Wisniewski, Senior Civil Engineer

Reviewed By: Brent Meyer, Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Final Map (SM #5171)
3. Subdivision Improvement Agreement
4. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAP 5171, CLEVELAND STREET LOFTS, AND A
SUBDIVISION IMPROVEMENT AGREEMENT WITH SZ DOWNTOWN PARTNERS,
LLC FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

WHEREAS, City Planning Commission approved tentative map on August 15, 2019 with map conditions of approval; and

WHEREAS, SZ Downtown Partners, LLC has completed the conditions of approval and has filed a final map for 16 lots; and

WHEREAS, the City of Woodland has reviewed the map, improvement plans, and related documents and determined that they are technically correct and consistent with the tentative map and conditions of approval; and

WHEREAS, the City Council wishes to approve Final Map 5171, Cleveland Street Lofts, and the associated Sub Division Improvement Agreement through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 5171, Cleveland Street Lofts; and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector.

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

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

OWNER's STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS SUBDIVISION MAP No. 5171 "CLEVELAND STREET LOFTS" FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, AS AN EASEMENT TO THE CITY OF WOODLAND, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, MAINTENANCE AND OPERATION OF DRAINAGE, WATER, SEWER, GAS PIPES, POWER, LIGHTS, SIGNS, TELEPHONE, COMMUNICATION AND TELEVISION CABLES; AND ANY AND ALL OTHER UTILITY SERVICES TOGETHER WITH ANY AND ALL NECESSARY APPURTENANCES IN EACH CASE, IN, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN OR DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.)

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS 8 DAY OF March, 2021

SZ DOWNTOWN PARTNERS, L.L.C., A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Neil C. Zane, PRESIDENT BY: David A. Snow, CHAIRMAN

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL(S) WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) COUNTY OF Yolo) SS ON 3/8/24 BEFORE ME, Kristen Tadlock, NOTARY PUBLIC, PERSONALLY APPEARED David A. Snow WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ies), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

MY HAND AND OFFICIAL SEAL. WITNESS SIGNATURE Kristen Tadlock PRINTED NAME MY PRINCIPAL PLACE OF BUSINESS IS: Yolo COUNTY, CALIFORNIA. MY COMMISSION No. IS 2330645 AND EXPIRES ON: 7/21/24

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL(S) WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) COUNTY OF Yolo) SS ON 3/8/24 BEFORE ME, Kristen Tadlock, NOTARY PUBLIC, PERSONALLY APPEARED Neil C. Zane WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ies), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND AND OFFICIAL SEAL. SIGNATURE Kristen Tadlock PRINTED NAME MY PRINCIPAL PLACE OF BUSINESS IS: Yolo COUNTY, CALIFORNIA. MY COMMISSION No. IS 2330645 AND EXPIRES ON: 7/21/24

COMMUNITY DEVELOPMENT DIRECTOR's STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT THIS MAP COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: BY: KEN HIATT, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF WOODLAND

COUNTY TAX COLLECTOR's STATEMENT

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICE OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS PROPERTY OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION No. 89-168, I DO HEREBY CERTIFY ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS DAY OF 2021.

HOWARD NEWENS, TAX COLLECTOR BY: DEPUTY

RECORDER's STATEMENT:

FILED THIS DAY OF 2021 AT IN BOOK OF AT PAGE AT THE REQUEST OF SZ DOWNTOWN PARTNERS, LLC.

COUNTY RECORDER - COUNTY OF YOLO BY: DEPUTY

SURVEYOR's STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE SZ DOWNTOWN PARTNERS, LLC. IN JULY 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

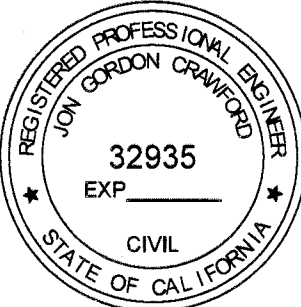
DATE: 3/2/21 BY: KEVIN J. NELSON, LS 8423



CITY CONSULTANT's STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF THE FINAL MAP ENTITLED "SUBDIVISION No. 5171, CLEVELAND STREET LOFTS", AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: BY: JON CRAWFORD, R.C.E. #32935 ON BEHALF OF THE CITY ENGINEER



CITY ENGINEER's STATEMENT:

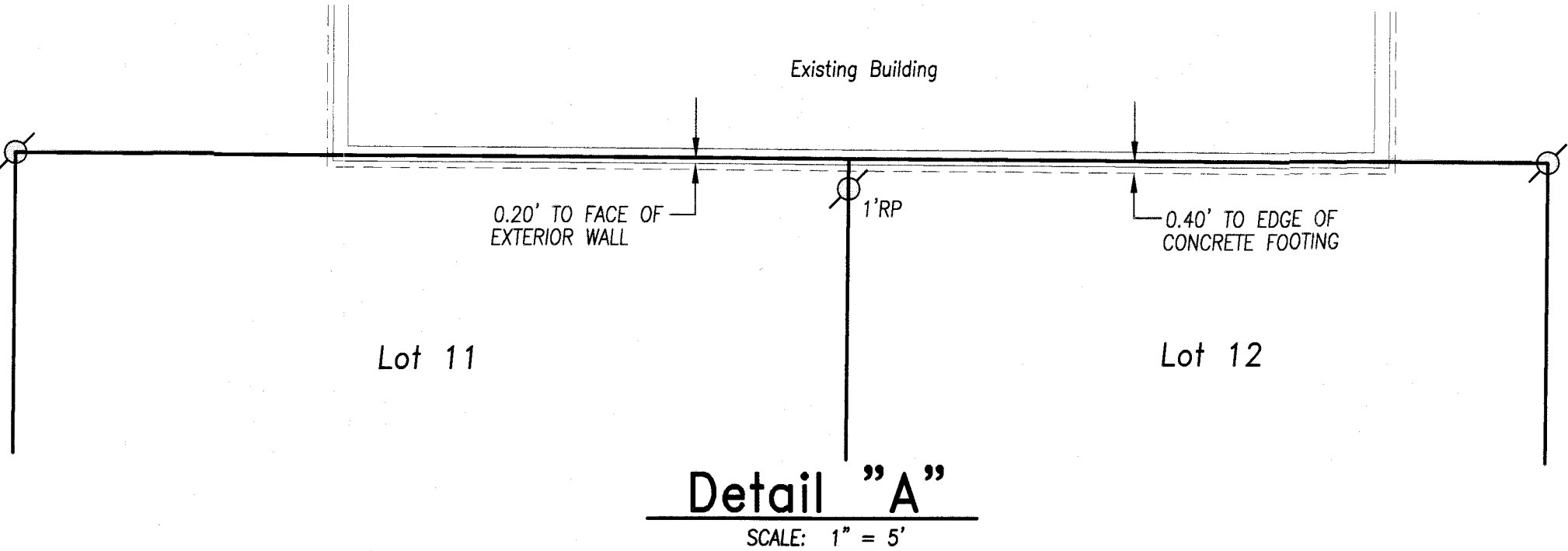
I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION No. 5171, CLEVELAND STREET LOFTS", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE APPROVED TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WOODLAND, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISION OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: BY: BRENT MEYER, CITY ENGINEER LICENSE: R.C.E. #52587

CITY CLERK's STATEMENT:

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULE MEETING OF 2021, THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF "SUBDIVISION No. 5171, CLEVELAND STREET LOFTS" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LAND, RIGHTS OF WAY AND EASEMENT HEREON OFFER FOR DEDICATION.

DATE: ANA GONZALEZ, CITY CLERK, CITY OF WOODLAND



SUBDIVISION MAP No. 5171 FOR CLEVELAND STREET LOFTS BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 2 EAST, WITHIN THE INCORPORATED AREA OF THE CITY OF WOODLAND, COUNTY OF YOLO, CALIFORNIA. NELSON ENGINEERING Penn Valley, CA www.nelsonengineer.com MARCH 2021 SHEET 1 OF 3 SHEETS

AND THE LINE FROM STATIONS J-18 AND H-18 PER THE CITY OF WOODLAND GEODETIC CONTROL NETWORK AS SHOWN ON THAT CERTAIN MAP RECORDED SEPTEMBER 11, 2002 IN BOOK 2002 OF MAPS AT PAGE 88-94, YOLO COUNTY OFFICIAL RECORDS.

 FOUND STREET WELL MONUMENT PER BOOK 2009 OF MAPS, PAGES 14-15, PAGES 14-15, UNLESS OTHERWISE NOTED
 SET 5/8" REBAR w/ ALUMINUM CAP LS 8423
 SET RAILROAD SPIKE IN PAVEMENT
 NOTHING FOUND, NOTHING SET
 PUBLIC UTILITY EASEMENT
 PRIVATE INGRESS, EGRESS and PUBLIC & PRIVATE UTILITY EASEMENT
 PRIVATE UTILITY EASEMENT

- (1) RECORD DATA PER DEED DOC# 2020-0019831, YOLO COUNTY O.R.
- (2) RECORD DATA PER DEED DOC# 2009-0002343, YOLO COUNTY O.R.
- (3) RECORD DATA PER BOOK 2009 MAPS, PAGES 14-15, YOLO COUNTY O.R.
- (4) RECORD DATA PER CITY OF WOODLAND GEODETIC CONTROL NETWORK DATED SEPT. 5, 2002 IN BOOK 2002 MAPS, PAGE 94, YOLO COUNTY O.R.

1. THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE WOODLAND REDEVELOPMENT PROJECT, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW, SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN AS DISCLOSED BY A DOCUMENT RECORDED JULY 7, 1988, IN BOOK 1950 PAGE 394, OFFICIAL RECORDS.

A REVISED NOTICE OF ADOPTION OF THE REDEVELOPMENT PLAN FOR THE WOODLAND REDEVELOPMENT PROJECT WAS RECORDED MAY 21, 2007, AS INSTRUMENT NO. 2007-0018455, OFFICIAL RECORDS.

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 10 NORTH, RANGE 2 EAST, WITHIN THE INCORPORATED
AREA OF THE CITY OF WOODLAND, COUNTY OF YOLO, CALIFORNIA.

MARCH 2021

SHEET 2 OF 3 SHEETS

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 5171

between

THE CITY OF WOODLAND
a California municipal corporation

and

SZ DOWNTOWN PARTNERS, LLC
A California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5171

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2021, by and between the CITY OF WOODLAND, a California municipal corporation (“City”) and **SZ DOWNTOWN PARTNERS, LLC, a California limited liability corporation**, with its principal office located at **1310 West Street, Woodland, CA 95695** (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Developer’s tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”), was conditionally approved by the Woodland Planning Commission on August 15, 2019. The tentative subdivision map is identified in City records as Subdivision Map No. 5171 (“Map”).

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

C. Developer has submitted and requests approval of Final Map No.5171, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

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

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

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

III. TERMS

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

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

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

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

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses

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

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

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

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

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

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

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

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

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

they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

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

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

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

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

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

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

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

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

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable

and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

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

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

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

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

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

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

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

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

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping

in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **One Hundred Sixty-Seven Thousand Sixty-Nine and 10/100 Dollars (\$167,069.10)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Eighty-Three Thousand Five Hundred Thirty-Four and 55/100 Dollars (\$83,534.55)**, which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

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

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

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of

action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

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

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

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

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

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

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

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

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

14.5 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 General Provisions.

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

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

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

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

CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Engineer

DEVELOPER:

SZ Downtown Partners, LLC
1310 West Street
Woodland, Ca 95695
Attn: Dave Snow

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WOODLAND

SZ DOWNTOWN PARTNERS, LLC

By: _____
~~Paul Navazio~~, City Manager
KEN HIATT

By: _____
Signature
David A Snow
Print Name
member
Title

ATTEST:

By: _____
Ana Gonzalez, City Clerk

By: _____
Signature
NEIL ZANE
Print Name
MEMBER
Title

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney
Best Best & Krieger LLP

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**SUBDIVISION NO 5171 SZ DOWNTOWN PARTNERS, LLC
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:**

The land described herein is situated in the State of California, County of Yolo, City of Woodland, described as follows:

A portion of Parcel One and all of Parcels Two and Four, as described in Instrument No. 2003-0037419-00, Yolo County Records, described as follows:

Beginning at the northwesterly corner of said Parcel One, said corner being on the east line of Cleveland Street; thence from said Point of Beginning, South 89° 48' 26" East 140.96 feet, along a north line of said Parcel One; thence South 00° 26' 22" West 185.50 feet to the southeast corner of said Parcel Four; thence North 89° 48' 26" West 141.21 feet, along the south line of said Parcel Four, to a point on the east line of Cleveland Street; thence North 00° 31' 04" East 185.50 feet, along said east line, to the Point Of Beginning.

Further described as New Parcel "B" in Exhibit "A" of the Certificate of Compliance recorded January 28, 2009, Instrument No. 2009-0002343, Official Records.

APN: 006-601-029

A-1

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

SUBDIVISION NO. 5171

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans:

"Off-site Improvement Plans For: Cleveland Street Suites, Subdivision Map No. 5171"

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

SUBDIVISION NO. 5171

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

FAITHFUL PERFORMANCE BOND:

\$ 167,069.10

Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Brook T. Smith
Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

PAYMENT BOND:

\$ 83,534.55

Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Brook T. Smith
Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

GUARANTEE AND WARRANTY SECURITY BOND:

\$ 16,706.91

Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Brook T. Smith
Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

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

State of California

County of Yolo

)
) ss.
)

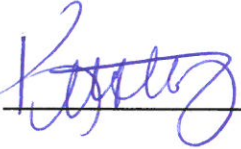
On 2/10/2021 before me, Kristen Tadlock,

Notary Public personally appeared David A Snow and Neil Zane -

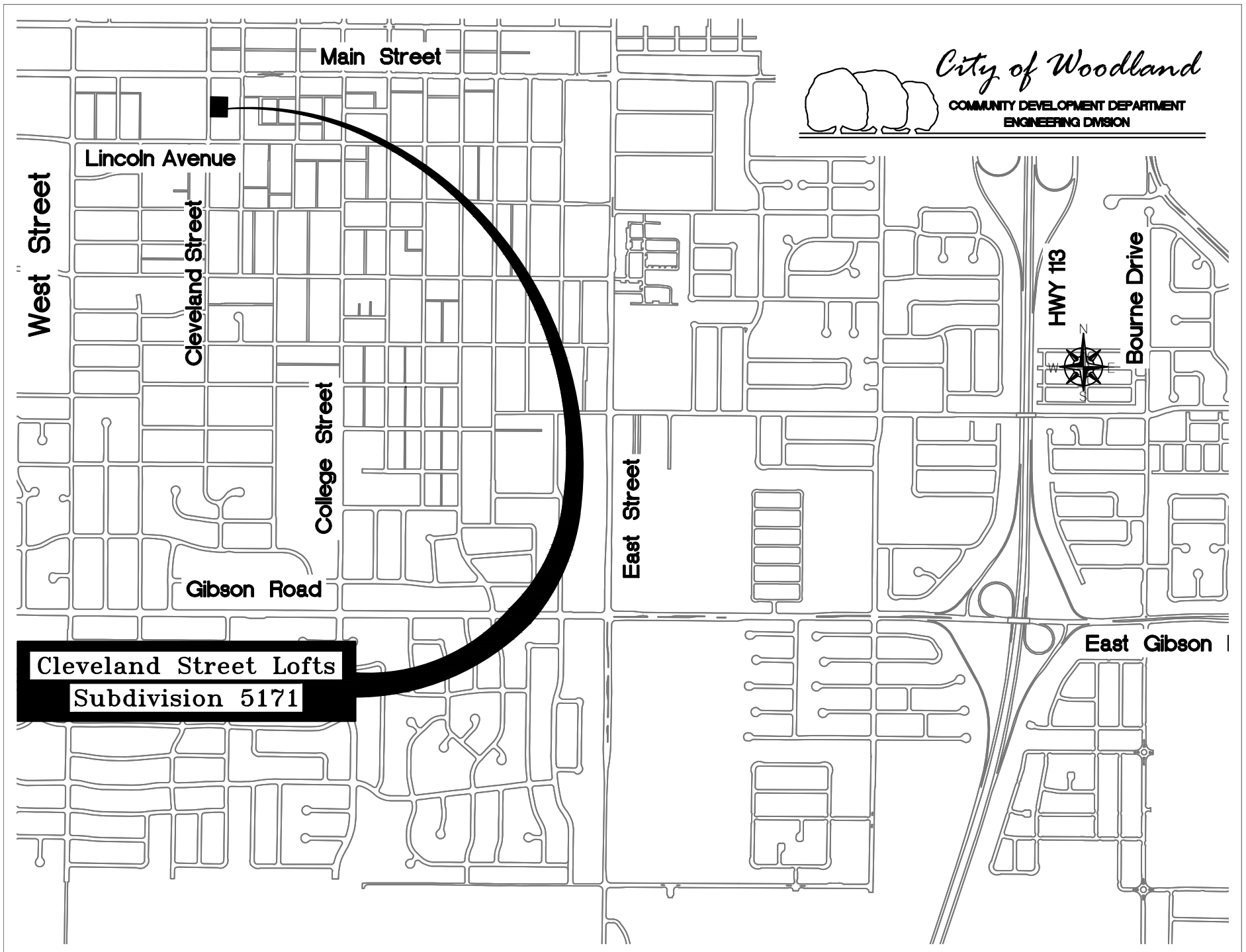
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE









TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: J.15
SUBJECT: Update on COVID-19 Response and Preparedness

Recommendation for Action: Staff recommends that the City Council receive an update and discuss the current status of the COVID-19 pandemic and the community's actions to prepare and respond to issues resulting from the emergency.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: J.16
SUBJECT: Introduce and waive the first reading of an Ordinance Amending Sections 13.16.100 and 13.16.120 of the Municipal Code Relating to Water Theft

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of Ordinance No. _____, Amending Section 13.16.100 and 13.16.120 of the Municipal Code Relating to Water Theft.

Staff Contact:

Jeremy Cox, Utilities Administrator, (530) 661-5882, jeremy.cox@cityofwoodland.org

Background:

Water theft has become more apparent in recent years, since water meters were installed on all water services in the City of Woodland. The cost of water has increased in these years as well. Since 2016, the State Water Resource Control Board (SWRCB), Division of Drinking Water (DDW) has required that water systems conduct a validated water loss audit to determine the amount of water all systems lose and identify why the losses are occurring. The 2019 calendar year audit concluded that 7.592 Million Gallons/Year are unauthorized consumption. Meaning the City has water illegally withdrawn from fire hydrants and/or illegal connections to the City's system without capturing the revenue of the water. The City has addressed other water losses in the water system by replacing fire hydrants, service valves, mains, and meters that have leaks or require updating to fully capture the water usage in the City's system. Furthermore, the City already has a permitting system to provide water to construction through a hydrant meter to continue to capture all water use from the water system. All this effort is to ensure that the valuable and expensive water, that is provided to Woodland residents, is used efficiently. The revenue derived from the resident's water use is used to improve the water system and provide continuous water to Woodland residents at the lowest rates feasible.

Discussion:

Most recently, when City staff does witness water theft the ability to recover the cost of the water stolen is difficult due to the Municipal Code not clearly addressing that siphoning water from a hydrant is illegal and how the City can recover the cost. City staff did review other Cities and Water District's language to amend the existing Municipal Code in line with what language worked for the other Cities to prevent water theft (legal language), cost recovery (include administrative costs and damaged assets), and enhanced administrative penalties/fees (for water theft offenders).

City staff is recommending that the City Council amend section 13.16.100 of the Municipal Code (prohibited acts for public water services) to prevent water theft by incorporating more precise language on what qualifies as water theft and by authorizing the City to recover the costs associated with any stolen water and damage to City facilities. In addition, City staff is recommending that the City Council amend section 13.16.120 to provide for increased administrative penalties/fees for acts of water theft. The Municipal Code amended language changes are shown in the attached ordinance and changes were reviewed by the City Attorney. If introduced this evening, a second reading and public hearing will be scheduled for the City Council Meeting of April 20, 2021, with the ordinance becoming effective on May 1, 2021.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of Ordinance No. _____, Amending Sections 13.16.100 and 13.16.120 of the Municipal code Relating to Water Theft.

Prepared By: Jeremy Cox, Utilities Administrator

Reviewed By: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. 1st Reading Woodland _Ordinance Amending Municipal Code 13.16.100 and 13.16.120

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING SECTIONS 13.16.100 (PROHIBITED ACTS) AND SECTION 13.16.120 (ENFORCEMENT MEASURES) OF TITLE 13 (PUBLIC SERVICES), CHAPTER 13.16 (WATER SERVICE), OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO WATER THEFT, TAMPERING WITH CITY WATER FACILITIES, AND CITY ENFORCEMENT MEASURES

WHEREAS, California Penal Code section 498 prohibits the theft of utility services, including water; and

WHEREAS, California Penal Code section 624 prohibits every person from willfully damaging, tampering with, or digging up water pipes or waterworks; and

WHEREAS, California Penal Code section 625 prohibits every person who, with intent to defraud or injure, opens or causes to be opened, or draws water from any disconnected utility connection after having been notified that the same has been closed or shut for specific cause, by order of competent authority; and

WHEREAS, California Civil Code section 1882 et seq. authorizes the City of Woodland (the “City”) to bring a civil action for damages against any person who commits, authorizes, solicits, aids, abets, or attempts any of the following acts:

- (a) Diverts, or causes to be diverted, utility services by any means whatsoever;
- (b) Makes, or causes to be made, any connection or reconnection with property owned or used by the utility to provide utility service without the authorization or consent of the utility;
- (c) Prevents any utility meter, or other device used in determining the charge for utility services, from accurately performing its measuring function by tampering or by any other means;
- (d) Tampers with any property owned or used by the utility to provide utility services;
- (e) Uses or receives the direct benefit of all, or a portion, of the utility service with knowledge of, or reason to believe that, the diversion, tampering, or unauthorized connection existed at the time of the use, or that the use or receipt, was without the authorization or consent of the utility; and

WHEREAS, pursuant to California Civil Code section 1882 et seq., the City may bring a civil action for the unauthorized use of City water; and

WHEREAS, pursuant to California Government Code section 53069.4, the City may, by ordinance, make the violation of any ordinance enacted by the City Council subject to a civil administrative fine or penalty; and

WHEREAS, because water is a vital resource, the City has determined that it is appropriate to impose civil administrative fines for the theft of water to protect this vital resource.

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

SECTION 1. Title 13 (Public Services), Chapter 13.16 (Water Service), Section 13.16.100. Section 13.16.100 is hereby amended to read as follows:

13.16.100 Prohibited acts.

A. Unauthorized Connections or Use of Water; Damage to City Facilities.

1. It is unlawful for any person to attach or cause attachment of a service pipe or other device to a City water main, fire hydrant, service line, valve, or the like, or to allow attachment of another service pipe or other device to one's own City authorized service pipe without first obtaining permission to do so from the Public Works Director or designated representative, and no connection shall be made between the City water system and any part of a sewer system without first providing the safeguards required by the State Health and Safety Code.
2. Whenever, for any cause, the Public Works Director or designated representative shall shut off any hydrant or pipe carrying or discharging water from the works of the City, it is unlawful for any person to open such hydrant or pipe or to turn on or use any water from such hydrant or water pipe without first obtaining written permission from the Public Works Director or designated representative or, if required, a fire hydrant permit.
3. No person shall use, divert, receive, or take City water by any means without paying the full and lawful City charges for such water, or by tampering with City property or facilities, such as by removing a lock or plug that has been placed on a customer's service or meter or unauthorized use, or by tampering with a service connection or bypassing a meter, or by making an unauthorized connection to any City facilities or any public fire hydrant.
4. Each violation of this subsection (A) shall be a misdemeanor and shall be subject to the remedies described in Section 13.16.120. The City shall also calculate the damages and costs incurred by the City on a time and

materials basis and send a bill to the customer who violated these provisions or, if the offender is not a customer of record, an invoice for payment of the damages and costs. All costs relating to the City's repair or correction to City facilities, processing and handling of the violation(s), and investigation and enforcement thereof, shall be borne by the responsible party. Such charges may include, but are not limited to, service call charges, water charges, and disconnection or reconnection fees. The City may enforce payment of any unpaid amounts through any available legal means, which may include, but not be limited to, placement with an authorized collection agency, transfer of delinquent balances to other active accounts, requiring full payment before establishing future accounts with the City, termination of water service to the account, and/or filing a lien for unpaid amounts.

B. Obstructing Access to Water Facilities. No person shall place upon or about any fire hydrant, water gate, or curb-stock or stopcock connected with the City's water system, any building material or other obstruction that prevents free access to same.

C. Water Waste Violations. No person shall commit water waste, as defined in Section 13.32.030.

D. Violations of Water Shortage Stages. No person shall violate the water shortage stages and restrictions as detailed in Section 13.28.040.

SECTION 2. Title 13 (Public Services), Chapter 13.16 (Water Service), Section 13.16.120. Section 13.16.120 is hereby amended to read as follows:

13.16.120 Enforcement measures.

A. The Public Works Director, or designee, shall administer, implement, and enforce the provisions of this chapter.

B. In lieu of any remedies the City may have, and at the City's sole discretion, the City may determine a violation of this chapter to be a nuisance, which shall be enforced pursuant to Chapter 9.20, resulting in a notice to abate or an administrative citation. Pursuant to Chapter 9.20, fines imposed for an administrative citation shall be: (1) \$100.00 for a first violation; (2) \$200.00 for a second violation of the same provision within one year; and (3) \$500.00 for each additional violation of the same provision within one year.

Notwithstanding the above, for a violation of subdivisions (1), (2), or (3) of subsection (A) of Section 13.16.100, fines imposed for an administrative citation shall be: (1) \$1,000 for a first violation; (2) \$2,000 for a second violation of the same provision within one year; and (3) \$3,000 for each additional violation of the same provision within one year.

C. Any person who has not abated the nuisance within the time prescribed by the City, failed to appeal the notice to abate in accordance with Section 13.16.130, or failed to appeal an administrative citation in accordance with Section 9.20.070, and in addition to any remedies the City may have, the City may take any or all of the following additional enforcement actions:

1. Terminating water service or installing a flow-restriction device or other water conservation device at such person's premises at that person's expense;
2. Requiring a commercial, industrial, or institutional user who does not currently have a separate landscape meter to install a landscape meter at the sole cost and expense of the user;
3. Recording the violations on the property title provided the water customer is the property owner;
4. Placing liens on the property to recover any costs incurred by the City of Woodland provided the water customer is the property owner;
5. Issuing a criminal citation charged as either an infraction or misdemeanor; and/or
6. Charging a deposit equal to two times the amount of the average water use to reestablish service.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Woodland hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

SECTION 4. CEQA. The City Council further finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force 30 days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance. This Ordinance shall be posted or published as required by law.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: J.17
SUBJECT: Permanent Supportive Housing Project - Memorandum of Understanding (MOU) for Phase 2 Infrastructure; and award Construction Contract for the Permanent Supportive Housing Project, Phase 2 Infrastructure, CIP #19-22

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

1. Adopt Resolution No. _____, approving a Memorandum of Understanding Concerning Funding for Infrastructure Construction Work for East Beamer Way Permanent Supportive Housing Project between the City and Friends of the Mission, and authorizing the City Manager to execute such Memorandum of Understanding with Friends of the Mission; and
2. Adopt Resolution No. _____, (a) approving an appropriation of \$1,482,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) and (b) using funds provided by Friends of the Mission, approving an appropriation of \$1,353,356 to the Homeless Housing Fund (331) and to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22); and
3. Adopt Resolution No. _____, awarding a construction contract in the amount of \$2,324,500 to Lister Construction, Inc. for the construction of Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) and authorize a contract contingency of up to 15% (\$348,675) of the total contract amount; and
4. Adopt Resolution No. _____, authorizing the City Manager to execute a contract for construction management and inspection for the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) with UNICO Engineering in an amount up to \$112,322.

Staff Contact

Steve Coyle, Deputy Community Development Director – 530-661-5910,
stephen.coyle@cityofwoodland.org

Fiscal Impact

Construction of the Permanent Supportive Housing, Phase 2 Infrastructure Project, includes earthwork, underground utilities and site improvements to support the construction of 61 dwellings and small community/health center. The Project will be funded through the following sources in the cumulative amount of \$3,161,328.

- \$1,482,000 from the Homeless Housing Fund (331)

On January 15, 2019, the City Council committed \$900,000 from the Spring Lake Off-Site Affordable Housing Fund (321) and Affordable Housing In-Lieu Fee Fund (327) for the PSH Project.

Subsequently, City Council on February 18, 2020 approved the transfer of \$900,000 in revenues from Funds 321 and 327 to the Homeless Housing Fund (331) through the mid-year budget adjustment process. Separately, the City Council on December 15, 2020 appropriated \$582,000 from Fund 327 to Fund 331. Tonight's action appropriates a total of \$1,482,000 from the Fund 331 for the PSH Project (CIP Project 19-22).

- \$325,972 from the City's Partnership HealthPlan grant; these funds have already been appropriated to

- \$1,353,356 in funds that will be provided by Friends of the Mission.

Background

The East Beamer Way Development's three components: (1) emergency shelter, (2) 61 units of permanent supportive housing and community center, and (3) treatment facility, consist of a collaboration between the City, Yolo County, Friends of the Mission, Fourth & Hope, and Woodland Opportunity Village that have been working on the development since late 2018. With the emergency shelter occupied, the City completed the design for the public infrastructure work to support the Permanent Supportive Housing (PSH), issued a public bid, and received a low bid for the site infrastructure work. Staff anticipates that construction and installation of housing units will commence in late Summer/Fall of 2021. To date, the City has committed funding of \$1,482,000 through a combination of Affordable Housing In-Lieu and Spring Lake Off-Site Affordable Housing Fee revenues and provided land to support the PSH Project.

Included in this Council item, the City and Friends of the Mission (FOM) will enter into an MOU to identify the Funding Sources that will be used to pay for the Project.

Discussion

City and FOM, through the MOU, agree that FOM shall deposit funds with the City to pay a portion of the costs of construction of the Public Infrastructure from the Funding Sources in an amount of \$1,353,356. The City will use the \$1,482,000 that it has allocated for the construction of the Public Infrastructure first, and once those funds have been fully depleted, the City will use the funds deposited by FOM to pay for the remainder of the work. Though a portion of FOM grant funds will also be used for construction of Walter's House, the immediate need for funds for the PSH Project, Phase 2 Infrastructure requires the partial use of FOM grant funds. The site infrastructure will improve both the PSH and Walter's House sites. However, the treatment facility at Walter's House cannot start until the infrastructure improvements are completed. Friends of the Mission is seeking additional funding sources in order to construct Walter's House in 2022.

Though the City developed cost estimates for the management and construction of the Public Infrastructure Project, based on the contractor's low bid, consultant proposals, staff time and other related costs, actual project costs may increase or decrease. For cost increases that exceed the Project Budget, the City will use additional funds that have been deposited by FOM to fund the remaining costs, and if necessary, FOM shall provide additional funds to the City or authorize additional use of FOM grant funds. For cost decreases that result in the City using less than the amount deposited by FOM, the City shall return funds to FOM. These terms are set forth in the proposed MOU between the City and FOM, which will commemorate the parties' agreement as to how the Public Infrastructure work will be funded.

As noted above, the City completed the design work for the Public Infrastructure and the preparation of the construction bid documents for the Public Infrastructure in accordance with the Infrastructure Design MOU, and issued a request for bids for construction of the Public Infrastructure on January 5, 2021, that consists of earthwork, underground utilities and site improvements to support the construction of 61 dwellings and a small community/health center to follow as a separate project.

Four bids were received and opened on February 2, 2021:

Bids Received:

	CONTRACTOR	BASE BID²
1	Lister Construction, Inc.	\$2,324,500.00
2	R & R Pacific Construction, Inc.	\$2,362,677.26
3	Broward Builders, Inc.	\$2,538,445.00
4	Abide Builder, Inc.	\$2,900,000.00

Staff has performed due diligence in reviewing the bids. Lister Construction, Inc. was determined to be the lowest responsive, responsible bidder and has complied with all the technical submittal requirements. The construction contract provides 80 working days for completion of the project. Staff anticipates completion of the project in the summer of 2021.

The project will utilize UNICO Engineering for construction management and inspection. UNICO performed the inspection work for the Shelter project and is familiar with the site and infrastructure. UNICO Engineering is one of the firms selected by the City for on-call construction inspection through a Quality Based Selection process performed in September 2018.

Conclusion

Staff recommends that the City Council take the following actions.

1. Adopt Resolution No. _____, approving a Memorandum of Understanding Concerning Funding for Infrastructure Construction Work for East Beamer Way Permanent Supportive Housing Project between the City and Friends of the Mission, and authorizing the City Manager to execute such Memorandum of Understanding with Friends of the Mission; and
2. Adopt Resolution No. _____, (a) approving an appropriation of \$1,482,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) and (b) using funds provided by the Friends of the Mission, approving an appropriation of \$1,353,356 to the Homeless Housing Fund (331) and to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22); and
3. Adopt Resolution No. _____, awarding a construction contract in the amount of \$2,324,500 to Lister Construction, Inc. for the construction of Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) and authorize a contract contingency of up to 15% (\$348,675) of the total contract amount; and
4. Adopt Resolution No. _____, authorizing the City Manager to execute a contract for construction management and inspection and for the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) with UNICO Engineering in an amount up to \$112,322.

Prepared by: Stephen Coyle, Community Development Deputy Director



Ken Hiatt
City Manager

Attachments:

1. Reso approving Public Infrastructure Construction MOU with FOM sc1
2. Phase 2 MOU Final-3-15-21
3. EBW Site Plan
4. Reso Appropriations for PSH sc1
5. Reso Construction Contract 3-15-21 sc1
6. Reso Unico Engineering 3-15-21 sc1
7. Sources+Uses Phase 2 Infrs Mar 15

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A
MEMORANDUM OF UNDERSTANDING CONCERNING FUNDING FOR
INFRASTRUCTURE CONSTRUCTION WORK FOR THE EAST BEAMER WAY
PERMANENT SUPPORTIVE HOUSING PROJECT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SUCH MEMORANDUM OF UNDERSTANDING WITH FRIENDS
OF THE MISSION**

WHEREAS, the City Council desires to approve the award of a construction contract for the Permanent Supportive Housing Project, Phase 2 Infrastructure that is required to be completed prior to construction of the 61 unit permanent supportive housing project that intends to be constructed on certain property currently owned by the City through a partnership between the City and Friends of the Mission; and.

WHEREAS, Friends of the Mission has secured grant funding for the Permanent Supportive Housing Project from numerous different sources; and

WHEREAS, the City has also allocated funding for the Permanent Supportive Housing project, and the parties desire to enter into a Memorandum of Understanding that sets forth the parties' agreement as to how the Phase 2 Infrastructure work will be funded;

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

Section 1. The City Council hereby approves the Memorandum of Understanding Concerning Funding for Infrastructure Construction Work for East Beamer Way Permanent Supportive Housing Project in substantially the form attached hereto as Exhibit A.

Section 2. The City Council further authorizes the City Manager to execute such Memorandum of Understanding with the Friends of the Mission, subject to minor changes as approved by the City Manager in consultation with the City Attorney.

PASSED AND ADOPTED by the City Council this 16th day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

EXHIBIT A

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
CONCERNING FUNDING FOR INFRASTRUCTURE CONSTRUCTION WORK FOR
EAST BEAMER WAY PERMANENT SUPPORTIVE HOUSING PROJECT

This Memorandum of Understanding Concerning Funding for Infrastructure Construction Work for East Beamer Way Permanent Supportive Housing Project ("MOU") is entered into this ____ day of March 2021, by and between the City of Woodland, a municipal corporation of the State of California ("City"), and Friends of the Mission, a not for profit California corporation ("FOM"), each of whom shall be referred to as a "party" and collectively as the "parties."

RECITALS

WHEREAS, there is a growing number of individuals and families in the City of Woodland who are homeless and lack access to affordable housing; and

WHEREAS, the City owns that certain approximately 2.8 acre real property (as described in **Exhibit A**, attached hereto and incorporated herein), located in unincorporated Yolo County right outside of City limits (the "**Property**"); and

WHEREAS, FOM is a non-profit corporation that provides affordable housing for people in need, particularly to individuals and families that are homeless in Woodland and Yolo County; and

WHEREAS, the City desires to facilitate the development of 61 units of permanent supportive rental housing (inclusive of a manager's unit, which may not be restricted to a specific income level) (the "**Permanent Housing**") on the Property to provide affordable housing for individuals and families that are currently homeless; and

WHEREAS, the City Council has authorized the creation of a separate legal parcel comprised of the Property, and approved a Mitigated Negative Declaration that included the required environmental analysis for the Permanent Housing; and

WHEREAS, FOM desires to partner with the City for the development and operation of the Permanent Housing, and in furtherance of that goal, FOM has sought and secured grants and financing to be used in part for the development of the Permanent Housing, including but not limited to grants from the Partnership HealthPlan, the Dignity Health Foundation, and other funds as may become available (the "**Funding Sources**"); and

WHEREAS, the City and FOM anticipate that the Property will be conveyed to FOM, and the Permanent Housing will be developed and operated by FOM, however, the parties are still in the process of structuring the specific roles of the parties with regard to the development of the Permanent Housing, and the manner in which the Property will be conveyed by the City to FOM; and

WHEREAS, the parties acknowledge and agree that certain public infrastructure would be

required to serve the Permanent Housing. In furtherance of completing this public infrastructure, on October 6, 2020 the parties entered into that certain Memorandum of Understanding Concerning Infrastructure Design Work for East Beamer Way Permanent Supportive Housing Project (the “**Infrastructure Design MOU**”), pursuant to which the City commenced with the design of public infrastructure that will serve the Permanent Housing, and FOM provided that it would make a portion of the Funding Sources available for such design work pursuant to terms as more specifically set forth in the Infrastructure Design MOU; and

WHEREAS, the City has completed the design for the public infrastructure work and issued a request for bids for the public infrastructure work in accordance with the requirements of the Public Contracts Code, which describes the public infrastructure to be constructed to support the Permanent Housing. The bid documents prepared by the City, including all addenda thereto, are incorporated into this MOU by reference, and the project described therein is referred to in this MOU as the “**Public Infrastructure**”; and

WHEREAS, the parties acknowledge and agree that concrete pier foundations need to be constructed to support the installation of the Permanent Housing and the Community Center (the “Permanent Housing Foundations”), and should be constructed concurrently with the Public Infrastructure work in order to allow for cohesive development of the Property; and

WHEREAS, prior to awarding a contract for the Public Infrastructure, the parties desire to enter into this MOU to confirm that a portion of the Funding Sources that will be used to pay for the costs associated with construction of the Public Infrastructure, including staff and consultant costs associated with overseeing the construction of the Public Infrastructure (“**Staff Costs**”);

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are expressly incorporated herein by reference.

2. **Infrastructure Construction Work.** City has completed the preparation of the construction bid documents for the Public Infrastructure in accordance with the Infrastructure Design MOU, and issued a request for bids for construction of the Public Infrastructure and intends to issue a contract to the lowest responsible bidder, provided, however, that nothing herein shall restrict City’s discretion to reject all bids and issue a new request for bids for the Public Infrastructure, in its sole discretion.

3. **Payment for Construction Work.** City and FOM agree that FOM shall pay for a portion of the costs of construction of the Public Infrastructure from the Funding Sources in an initial amount of One Million Three Hundred Fifty-Three Thousand Three Hundred Fifty-Six Dollars (\$1,353,356) (the “**FOM Construction Funding**”) **from the Dignity Health and other grant funds.** The FOM Construction Funding shall be provided by FOM to the City in the following manner:

a. Within 10 days of the execution of the MOU and award of the contract for the Construction Work, FOM shall transfer the full amount of the FOM Construction Funding to the City. Prior to utilizing the FOM Construction Funding, the City shall utilize City monies set aside for the Public Infrastructure as set forth in the Sources and Uses Table attached to this MOU as **Exhibit B** and incorporated herein by this reference until such City funds have been exhausted. Subsequently, the FOM Construction Funding shall be utilized to pay the cost of the Public Infrastructure.

b. City shall, on a quarterly basis starting on July 1, 2021, provide FOM with a summary of the amount of funds spent from the FOM Construction Funding for the prior quarter, and the expenses for which the FOM Construction Funding was used. Supporting documentation for such expenses, including but not limited to invoices and time cards documenting such expenses shall be made available upon request by FOM.

c. City shall maintain timesheets or equivalent documentation evidencing the Staff Costs associated with the construction of the Public Infrastructure incurred in the prior month, along with a rate sheet showing the current hourly rate for the City staff members responsible for work to be conducted in connection with this MOU, along with any invoices from any consultants or attorneys whose work is included as part of the Staff Costs. This documentation will be made available to FOM upon request.

d. FOM has provided the FOM Construction Funding to fund the full cost of the Public Infrastructure based on the City developed cost estimates for the management and construction of the Public Infrastructure, the contractor's low bid, consultant proposals, estimated staff time and other related costs. However, the parties acknowledge and agree that actual costs for the Public Infrastructure may increase or decrease. In the event that the cost of the Public Infrastructure increases, FOM shall authorize the City to access additional funds that are being held by the City for FOM, to pay such additional costs consistent with corresponding cost information provided by the City to FOM consistent with Sections 3.b and 3.c above. In the event that the total costs of the Public Infrastructure are less than anticipated, the City shall return and remaining FOM Construction Funds to FOM upon completion and acceptance of the Public Infrastructure work by the City. The parties further acknowledge that cost of Permanent Housing Foundations were not included in the City's cost estimates. In the event that the construction of the Permanent Housing Foundations are incorporated into the contract for the Public Infrastructure work, FOM shall provide additional funding for such work as set forth in Section 4 below.

4. Permanent Housing Foundations. In the event that the construction of the Permanent Housing Foundations is incorporated into the City's contract for the Public Infrastructure, FOM shall provide additional funds to the City for the construction of the Permanent Housing Foundations based on the change order incorporating such work into the Permanent Infrastructure contract, and shall provide additional grant funding consistent with corresponding cost information provided by the City documenting such cost increases. Thereafter the funds provided by FOM pursuant to this section shall be managed by the City consistent with Section 3 of this MOU.

5. Development of Permanent Housing. City and FOM have been working diligently toward the development of the Permanent Housing, with the expectation that it will ultimately be owned and operated by FOM to provide housing for homeless individuals and families from Woodland and the surrounding areas. City and FOM will continue to diligently work together to

finalize the terms necessary to fulfill that goal, including but not limited to:

a. Agreeing to the terms pursuant to which the Property will be acquired and installed upon the Property, including the sources and terms of financing for the development of the Permanent Housing, responsibility for the design of the improvements, and securing of necessary approvals for the improvements;

b. In the event that FOM requires access to the Property to conduct any construction or related site work prior to conveyance of the Property from the City to FOM, the parties shall enter into any agreements necessary to provide such access, including but not limited to a license agreement granting access to the Property for FOM and its contractor(s). The City Council grants authority to the City Manager to enter into such agreements on behalf of the City that are necessary to grant FOM and its contractors access to the Property in furtherance of the Permanent Housing.

c. Agreeing to the terms and the timing of conveyance of the Property from the City to FOM.

City and FOM agree and acknowledge that the parties shall enter into subsequent agreements in order to commemorate the terms of such agreements.

6. **Term.** This MOU shall become effective and commence upon the execution of it by the last party to execute it. This MOU shall continue in full force and effect until the construction of the Public Infrastructure is complete and FOM has paid the City the full amount of the FOM Construction Funding, unless earlier terminated by the parties or superseded by a subsequent agreement between the parties.

7. **Termination.** This MOU may be terminated by any party with respect to the other party for default.

8. **General Provisions.**

a. **Notice.** Any communication, notice, or demand of any kind whatsoever that any party may be required or may desire to give to, or serve upon, another party shall be in writing and delivered by personal delivery (including express or courier service), by facsimile transmission (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

City: City of Woodland
Woodland City Hall
300 First Street
Woodland, CA 95695
Attn: City Manager
Facsimile: (530) 661-5813

FOM: Friends of the Mission
P.O. Box 8485
Woodland, CA 95695

Any party may change its address for notice by written notice given to the other parties in the manner provided in this Section. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication, or three (3) days after being placed in the U.S. Mail, if mailed.

b. Entire Agreement. This MOU contains all agreements, promises, and understandings among the parties, and no other oral agreements, promises, or undertakings will be binding upon any of the parties, and any addition, variation, or modification to this MOU shall be void and ineffective unless made in writing and signed by all of the parties.

c. Assignment. Neither party may assign this MOU without the prior express written consent of the other party, which consent may be withheld in a party's sole discretion.

d. Successors. This MOU shall be binding on, and shall inure to the benefit of, the successors and assigns.

e. Waiver. The waiver by any party of any breach of any term, covenant, condition, or provision contained herein shall not be deemed to be a waiver of such term, covenant, condition, or provision for any subsequent breach of the same or any other term, covenant, condition, or provision contained herein.

f. Attorneys' Fees. The prevailing party in any action brought by any party hereto, based on any claim arising under this MOU, and shall be entitled to reasonable attorneys' fees and court costs.

g. Invalidity. If any provision of this MOU is invalid or unenforceable with respect to either party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

h. Governing Law and Choice of Forum. This MOU, and performance hereof, shall be governed, interpreted, construed, and regulated by the laws of the State of California. Venue shall be in Yolo County.

i. Authority to Enter MOU. Each party represents to the other parties that it have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to enter into this MOU and bind each respective party.

j. Counterparts. This MOU may be executed in counterparts and when so executed by the parties, each such counterpart will constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year written next to their names.

CITY OF WOODLAND

Ken Hiatt, City Manager

Date _____

FRIENDS OF THE MISSION

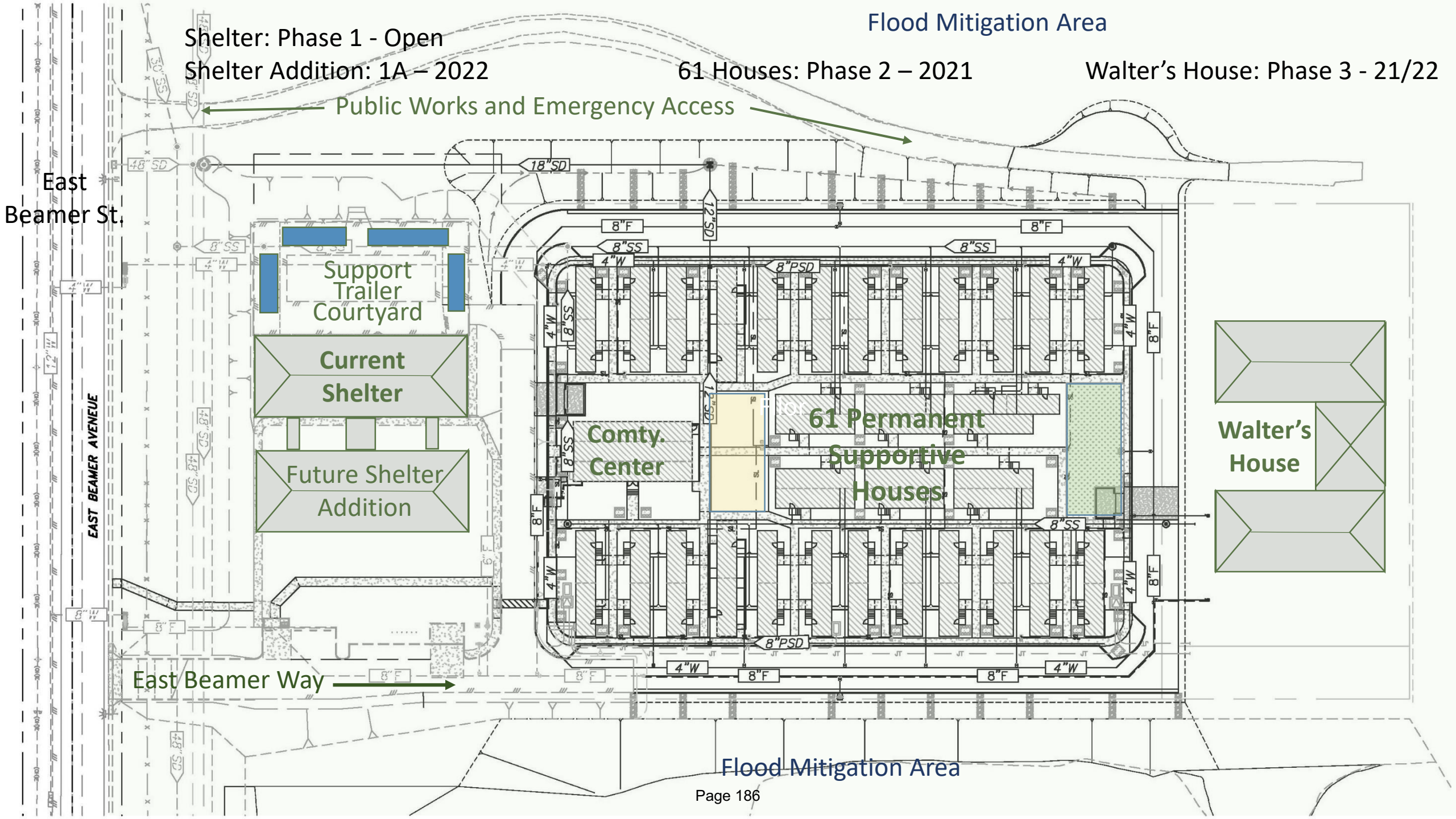
Date _____

EXHIBIT A

Description of the Property

EXHIBIT B

Sources and Uses Table



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE APPROPRIATION OF FUNDS FOR THE PERMANENT SUPPORTIVE HOUSING
PROJECT, PHASE 2 INFRASTRUCTURE - CIP #19-22**

WHEREAS, the East Beamer Way Development is made up of three components: (1) emergency shelter, (2) 61 units of permanent supportive housing (PSH), and (3) treatment facility and the development partners which include the City of Woodland, Yolo County, Friends of the Mission (FOM), Fourth & Hope, and Woodland Opportunity Village have been working on the development since late 2018;

WHEREAS, it is anticipated that the construction of the PSH Project which includes the installation of 61 housing units will be completed in the fourth quarter of this year;

WHEREAS, the City received four bids for construction of the PSH Project, Phase 2 Infrastructure after City staff bid out the Phase 2 Infrastructure;

WHEREAS, the City Council wishes to approve the award of a construction contract for and appropriate the necessary funds for the PSH Project, Phase 2 Infrastructure; and

WHEREAS, the City Council on January 15, 2019 approved a financial commitment of \$900,000 for the PSH Project and subsequently committed additional funds of \$582,000 on December 15, 2020 for the project.

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

Section 1. (a) approves an appropriation of \$1,482,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22) and (b) using funds provided by Friends of the Mission, approves an appropriation of \$1,353,356 to the Homeless Housing Fund (331) and to the Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP 19-22).

PASSED AND ADOPTED by the City Council this 16th day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE AWARD OF A CONSTRUCTION CONTRACT FOR THE PERMANENT SUPPORTIVE
HOUSING PROJECT, PHASE 2 INFRASTRUCTURE - CIP #19-22**

WHEREAS, the City received four bids for contraction of the Permanent Supportive Housing Project, Phase 2 Infrastructure after bidding out the Phase 2 Infrastructure on March 16, 2021;

WHEREAS, the City determined that the bid from Lister Construction, Inc. complied with all technical submittal requirements and is the lowest responsive, responsible bidder submitting a responsive bid with a base bid of \$2,324,500; and

WHEREAS, the City Council wishes to award the construction contract for the Permanent Supportive Housing Project, Phase 2 Infrastructure in the amount of \$2,324,500 with Lister Construction, Inc for construction of the Project and approve a contract contingency of up to 15% (\$348,675).

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

Section 1. The City Council hereby approves the construction contract in the amount of \$2,324,500 to Lister Construction, Inc. for the construction of the Permanent Supportive Housing Project, Phase 2 Construction (CIP 19-22) and authorizes a contract contingency of up to 15% (\$348,675) of the total contract amount. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 1. Copies of the Construction Contract are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 16th day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE AWARD OF A CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
CONTRACT FOR THE PERMANENT SUPPORTIVE HOUSING PROJECT, PHASE 2
INFRASTRUCTURE - CIP #19-22**

WHEREAS, the City Council desires to award a construction contract for the Permanent Supportive Housing Project, Phase 2 Infrastructure; and

WHEREAS, the City additionally desires to enter into a contract for construction inspection and project management services that will be required during construction of the Permanent Supportive Housing, Phase 2 Infrastructure.

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

Section 1. The City Council hereby authorizes the City Manager to execute a contract for construction management and inspection services for the Permanent Supportive Housing, Phase 2 Infrastructure (CIP19-22) with Unico Engineering in an amount up to \$112,322.

PASSED AND ADOPTED by the City Council this 16th day of March, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Sources and Uses Budget for Permanent Supportive Housing Project, Phase 2 Infrastructure (CIP #19-22)

Itemized Costs	Partnership Grant \$ 325,972	CoW Grant 1 \$ 900,000	CoW Grant 2 \$ 582,000	FOM Grant Funds \$ 1,353,356	Revenue Row Totals

Phase 2 Site Infrastructure

Design/Engineering/City Staff Time (pre-construction)						\$ -
Total Expenditures to Date from Eden/Lynn	\$ 173,551					
L&M Construction Admin.	\$ 47,520					\$ -
SEC Construction Admin.	\$ 14,900					\$ -
City Staff Time	\$ 20,000					
Construction (includes 15% contingency)	\$ 2,673,175	\$ 325,972	\$ 900,000	\$ 582,000	\$ 1,353,356	\$ 3,161,328
Construction Consultants						\$ -
L&M Construction Admin.	\$ 10,000					\$ -
SEC Construction Admin.	\$ 5,000					\$ -
Wallace-Kuhl	\$ 34,500					\$ -
UNICO	\$ 112,322					\$ -
City Staff Time						\$ -
Project Management	\$ 54,000					\$ -
Administration	\$ 6,360					\$ -
Legal	\$ 10,000					\$ -
Total Cost Phase 2	\$ 3,161,328					\$ -
Funding Available	\$ 3,161,328					\$ -
Funding Shortfall	\$ -					\$ -



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 16, 2021
ITEM #: J.18
SUBJECT: City Council Priority Goals and Strategic Actions (2021-22)

Recommendation for Action: Staff recommends that the City Council receive an informational report updating its Priority Goals and Strategic Actions for 2021-2022.

Fiscal Impact

As an informational report, there is no direct fiscal impact associated with this staff report. However, going forward, progress toward and implementation of the Council's priority goals will directly impact priorities for the upcoming FY 21/22 budget process as well as funding priorities over the next several years. To the extent that identified priority projects and initiatives require resources beyond those currently appropriated, staff will return to Council for subsequent action related to funding allocations, as appropriate.

Background

On February 20th the City Council held a special meeting to conduct a study session to review and update priority goals and identify strategic actions to advance during the 2021-2022 Council session. The scheduling of this study session coincided with the constitution of the new City Council and officers, formally sworn-in over the past several months.

Establishing explicit City Council goals and priorities for the next several years is important in several respects. First, the goals set by the Council will continue to for the basis for assessing progress made in addressing the most important issues facing the City and community. Additionally, clearly articulated Council priorities will assist in ensuring the City's limited resources are focused on those initiatives and programs that contribute most directly to the outcomes envisioned in advancing city priorities.

Progress in advancing Council goals is best achieved when there is consensus around community priorities, alignment of resources and shared focus across the Council, staff and our boards and commissions. Staff applauds the Council's continued interest in evaluating its goals and priorities, and to its support for building the organizational capacity critical to our efforts.

Discussion:

At the February 20th Council retreat, Council members provided comment and feedback on priority goals and strategic initiatives across each of the primary policy areas that make up the Council's goals framework. Based on Council's feedback, the draft City Council Priority Goals and Strategic Actions document for 2021-22 has been updated for formal adoption. The established 2021-2022 goals will serve as the foundation for focusing financial and staff resources for the next two years. At the same time, the formal City Council goals are subject to periodic review and updating to account for emerging issues and opportunities as they present themselves.

The following summarizes the four goal areas as well as the key priority initiatives for the next two years the

Council discussed at the retreat.

Goal Area 1: Quality of Life

Preserve and enhance Woodland as an inclusive community that offers an exceptional place to live, learn, work, play, and engage for current and future generations.

Strategic Initiatives (2021-22)

- Create multi-cultural food events
- Formalize volunteer and internship programs
- Promote engagement/awareness through improved and multi-lingual communications
- Evaluate different models to deliver impactful and inclusive programming to reach more residents
- Improve citizen engagement
- Address community needs for child care (baby-K, K-6th)

Goal Area 2 : Economic Development / Downtown Revitalization

Support a vibrant economy throughout the city with a diversified economic base offering a range of employment opportunities and business services. Revitalize Downtown as the heart of the community and center of civic activity.

Strategic Initiatives (2021-22)

- Identify the workforce development needs
- Establish workforce development programs(s) that align with needs local industry
- Strength communication and engage with businesses in all sectors and geographic areas
- Implement new marketing, events, and promotions that drive increased business activity and hotel stays

Goal Area 3 :Public Safety / Infrastructure

Ensure Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the protection of our community from risk or harm.

Strategic Initiatives (2021-22)

- Evaluate industry best practices in public safety service delivery models, and identify potential opportunities to adapt / expand capacities
- Advocate to State for maintenance of Cache Creek
- Educate citizens on flood risks and importance of flood protection and secure funding for design and construction of the Woodland Flood Protection Project
- Continue to invest in projects to improve the efficiency and resiliency of the City's water system

Goal Area 4: Governance / Fiscal Responsibility

Promote a local government and city organization that is committed to transparency and fiscal responsibility while meeting the needs of the community with effective delivery of services.

Strategic Initiatives (2021-22)

- Conduct comprehensive evaluation of existing communication efforts and develop coordinated plan / framework to ensure timely and broad-based dissemination of information
- Evaluate City's Boards and Commissions and strengthen alignment with Council priorities
- Maintain balanced budget while strategically invest in projects and programs that yield long-term fiscal, social, and/or environmental returns

Upon City Council adoption, staff will develop a companion action plan that will detail the timelines, responsible parties, as well as desired outcomes for each priority initiative. Additionally, a "scorecard" to help track progress in each goal area will be prepared with unique metrics, outcomes, and / or performance indicators will be incorporated into the final version of the document.

Conclusion:

Progress in advancing Council goals is best achieved when there is consensus around community priorities, alignment of resources and shared focus across the Council, staff and our boards and commissions. Staff applauds the Council's continued interest in updating its goals and priorities, and to its support for building the organizational capacity critical to our efforts.



Ken Hiatt
City Manager

Attachments:

1. Council Priority Goals & Strategic Actions 2021-22



Destination 2023:

City Council Priority Goals and Strategic Plan

Quality of Life

Goal: Preserve and enhance Woodland as an inclusive community that offers an exceptional place to live, learn, work, play, and engage for current and future generations.



Economic Development / Downtown

Goal: Support a vibrant economy throughout the city with a diversified economic base offering a range of employment opportunities and business services. Revitalize Downtown as the heart of the community and center of civic activity.



Public Safety & Infrastructure

Goal: Ensure Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the protection of our community from risk or harm.



Governance / Fiscal Responsibility

Goal: Promote a local government and city organization that is committed to transparency and fiscal responsibility while meeting the needs of the community with effective delivery of services.



Goal Area 1: *Quality of Life*

Preserve and enhance Woodland as an inclusive community that offers an exceptional place to live, learn, work, play, and engage for current and future generations.

Key Strategies

- Promote healthy and purposeful living
- Provide opportunities for youth to thrive
- Celebrate diversity through multi-cultural events
- Continually reevaluate effectiveness of programs and services
- Invest in cultural and recreational amenities
- Focus on sustainability & resiliency to climate change

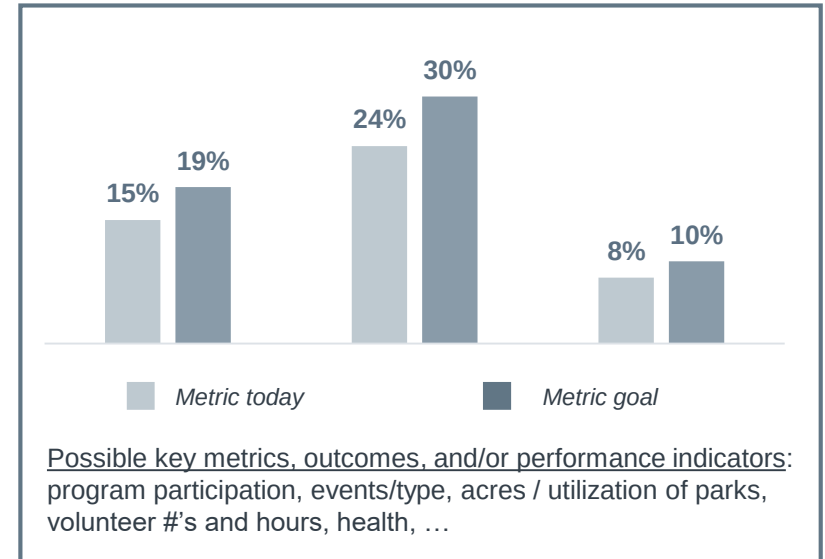
Initiatives in Progress

- Youth Master Plan
- Woodland Promise Program
- East Beamer Way Campus Project
- Advance construction of second aquatic complex
- Woodland Regional Park
- Improve / Expand Sports Park Fields
- Library Improvements
- Neighborhood Traffic Calming
- Strengthen code enforcement
- Expanding volunteer programs

Priority Initiatives 2021-22

- Create multi-cultural food events
- Formalize volunteer and internship programs
- Promote engagement/awareness through improved and multi-lingual communications
- Evaluate different models to deliver impactful and inclusive programming to reach more residents
- Improve citizen engagement
- Address community needs for child care (baby-K, K-6th)

Measuring Progress Toward Goal



Challenges and Opportunities

Key Challenges:

1. Inertia – “Breaking cycle of doing same things”
2. Staffing capacities (code enforcement)

Key Opportunities :

1. Neighborhood watch
2. Private security
3. For-impact organizations

Goal Area 2: *Economic Development / Downtown*

Support a vibrant economy throughout the city with a diversified economic base offering a range of employment opportunities and business services. Revitalize Downtown as the heart of the community and center of civic activity.

Key Strategies:

- Cultivate existing businesses
- Strengthen communication and relationships with entire business community
- Develop Woodland as a visitor destination
- Expand digital and technology based economy
- Develop workforce training program(s) in support of existing and future economy

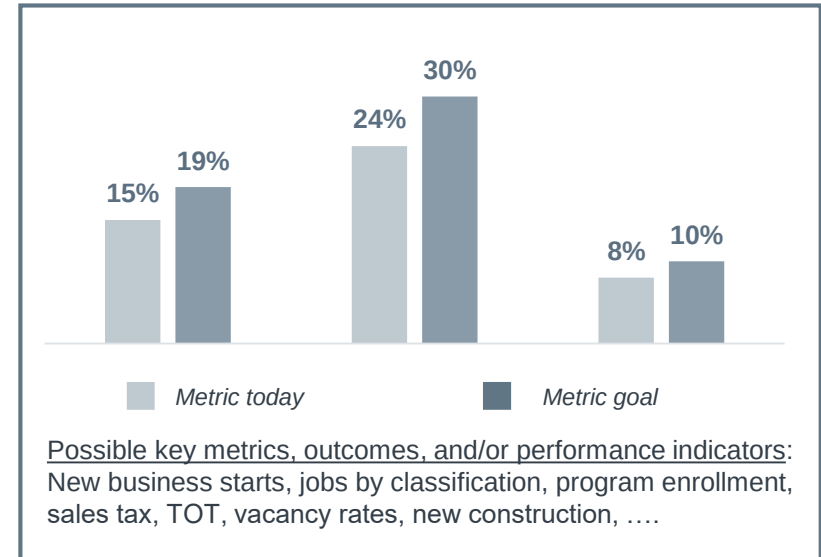
Initiatives in Progress

- Establish Food & Ag Innovation Lab (AgStart)
- Complete entitlement / annex Research & Tech Park
- The Food Front – food/ag industry partnership
- Support construction of new industrial space
- Comprehensive zoning update
- Enhance promotion of Woodland destination location
- Outdoor dining “parklets”
- Lighting, landscaping, public art enhancements
- JAPA parking management technology pilot program
- Shop + Eat local campaign

Priority Initiatives 2021-22

- Identify the workforce development needs
- Establish workforce development program(s) that align with needs of local industry
- Strengthen communication and engage with businesses in all sectors and geographic areas
- Implement new marketing, events, and promotions that drive increased business activity and hotel stays

Measuring Progress Toward Goal



Challenges and Opportunities

Key Challenges:

1. Aligning education/training resources
2. Geographically disbursed centers of business
3. Lack of centralized point of information / communication

Key Opportunities :

1. Acceleration of digital economy and new platforms for learning
2. Increase business, leisure, and event based travel

Goal Area 3: *Public Safety / Infrastructure*

Ensure Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the protection of our community from risk or harm.

Key Strategies:

- Continually assess public safety service delivery models for improved efficiencies and effectiveness
- Invest in programs that support youth and families
- Advocate in support of DA's 5-point plan on homelessness
- Communicate & educate public on neighborhood safety (neighborhood watch, traffic calming, etc.)
- Ensure infrastructure is adequately maintained and remains in compliance with regulatory requirements

Initiatives in Progress

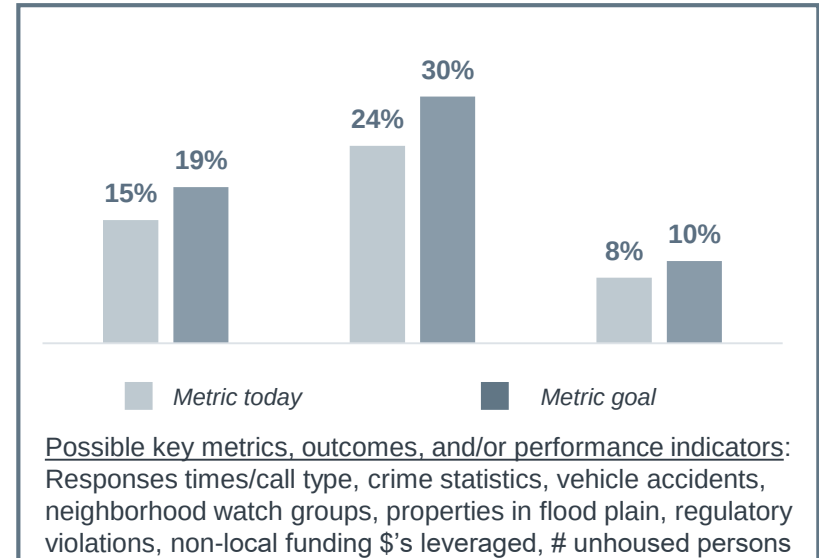
- Update strategic plans for Police and Fire Departments
- Advocate for legislative changes to criminal justice system
- Redefine and reinvigorate YGRIP collaboration
- Invest in programs to reduce gun violence in community
- Increase traffic enforcement and strategic deployment of public safety patrols
- Expand volunteer and neighborhood watch programs
- Reaffirm service delivery model and determine funding plan for relocation of Fire Station 3
- Complete Lower Cache Creek Flood Study
- Complete outfall channel improvement/expansion
- Continue to leverage state funding for reconstruction of major roadway corridors

Priority Initiatives 2021-22

- Evaluate industry best practices in public safety service delivery models, and identify potential opportunities to adapt / expand capacities
- Advocate to State for maintenance of Cache Creek
- Educate citizens on flood risks and importance of flood protection and secure funding for design and construction of the Woodland Flood Protection Project
- Continue to invest in projects to improve the efficiency and resiliency of the City's water system.

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Measuring Progress Toward Goal



Challenges and Opportunities

Key Challenges:

1. Legislation, laws, and unfunded mandates
2. Growing mental health crisis
3. Increasing costs of construction, maintenance, and regulatory compliance
4. Severe weather patterns

Key Opportunities :

1. New technologies
2. Enhanced collaboration with service partners
3. Utilization of volunteers
4. Federal and state funding

Goal Area 4: Governance / Fiscal Responsibility

Promote a local government and city organization that is committed to transparency and fiscal responsibility while meeting the needs of the community with effective delivery of services.

Key Strategies:

- *Pro-active communication of factual and relevant information through various platforms*
- *Utilize City Boards and Commissions effectively to engage*
- *Streamline budget process while maintaining transparency*
- *Conduct regular reassessment of effectiveness of governance and services*

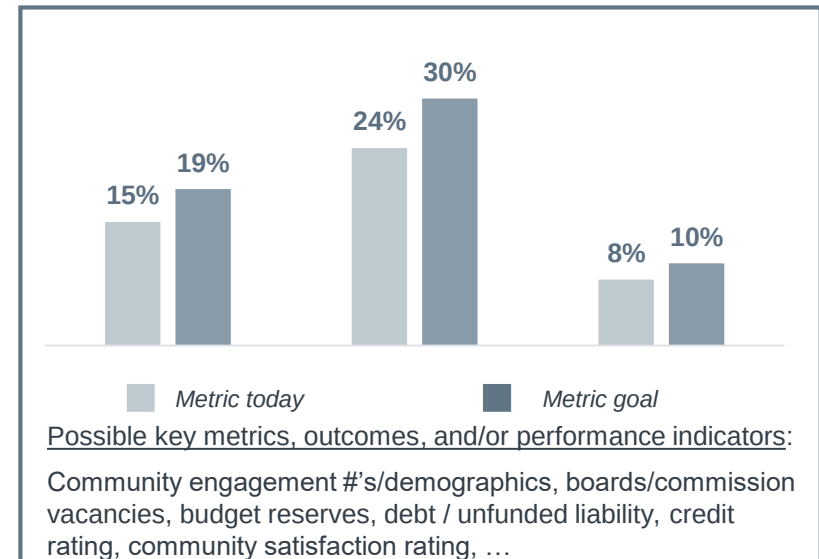
Initiatives in Progress

- *Improve and expand access to public information and constituent services*
- *Expand community volunteer programs*
- *Invest in technologies to improve service delivery and organizational efficiencies*
- *Improve collaboration with partner agencies and community organizations*
- *Continue to work with labor groups to address unfunded liabilities while ensuring adequate benefits*
- *Continue to pursue opportunities for restructuring existing debt obligations to reduce burden on existing community*

Priority Initiatives 2021-22

- *Conduct comprehensive evaluation of existing communication efforts and develop coordinated plan / framework to ensure timely and broad-based dissemination of information*
- *Evaluate City's Boards and Commissions and strengthen alignment with Council priorities*
- *Maintain balanced budget while strategically invest in projects and programs that yield long-term fiscal, social, and/or environmental returns*

Measuring Progress Toward Goal



Challenges and Opportunities

Key Challenges:

1. *Fragmented communication*
2. *Connecting with diverse set of community interests*
3. *Increasing complexity of municipal finance*

Key Opportunities:

1. *Civically minded and adept community members*
2. *Healthy general fund reserve*
3. *Federal relief funding*