



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

April 6, 2021
6:00 PM

CITY COUNCIL

PLEASE NOTE: The April 6, 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 Legal Counsel – Existing Litigation (Sec. 54956.9)

Name of case: Yolo County Farm Bureau et al. v. City of Woodland et al., Yolo County Superior Court

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.

2. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

3. SUBJECT: Proclaim April as Child Abuse Prevention Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize April 2021 as Child Abuse Prevention Month.

4. SUBJECT: Proclamation Designating April 7, 2021 as TERRY BASSETT DAY

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a proclamation designating April 7, 2021 as TERRY BASSETT DAY in appreciation of his many years of service and all he has done to improve access to transit services in the community.

I. CONSENT CALENDAR

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

6. SUBJECT: Planning Commission Meeting Minutes of October 1, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Planning Commission Meeting Minutes of October 1, 2020.

7. Subject: Sustainability Advisory Committee Meeting Minutes of February 2021

Recommendation for Action: Staff recommends that the City Council receive the Sustainability Advisory Committee Meeting Minutes of February 17, 2021.

8. SUBJECT: Letter in Support of AB 122

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a letter in support of AB 122, Safety Stop.

9. SUBJECT: Support AB 535 (Aguiar-Curry) California Olive Oil Labeling

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a letter supporting AB 535 (Aguiar-Curry) California Olive Oil Labeling.

10. Subject: Letter in Support of Senate Bill 612 (Portantino)

Recommendation for Action: Staff recommends that the City Council approve the attached letter in support of Senate Bill 612 (Portantino).

11. SUBJECT: Joint letter between City of Woodland and Woodland Joint Unified School District (WJUSD)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a joint letter with WJUSD encouraging the community to continue practicing the habits that keep us safe and contain COVID-19.

12. SUBJECT: COVID-19 Supplemental Paid Sick Leave Policy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the COVID-19 Supplemental Paid Sick Leave Policy.

13. SUBJECT: Limited Term Information Technology Analyst Position

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the addition of a limited term Information Technology Analyst Position to temporarily backfill existing Information Technology staff during the deployment of a new Financial and Land Management System.

14. SUBJECT: Development of Spring Lake Parks; Approve Consultant Agreement

RECOMMENDATION FOR ACTION: Staff recommends the City Council approve Resolution No. _____, authorizing the City Manager to enter into a Consultant Service Agreement with Callander Associates in the amount not to exceed \$530,000 for design services and a \$53,000 contingency for the Spring Lake Park N1 Phase 2, CIP 20-03.

15. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #14 with Wood Rodgers for Consulting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to: 1) execute Amendment #14 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$164,570; and 2) amend the project budget increasing the budget by \$200,000 to \$5,479,000 for the Lower Cache Creek Feasibility Study, CIP #09-15.

16. SUBJECT: Grant Funds from the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the application for grant funds from the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project (Project) and authorize the City Manager to execute the agreement.

17. SUBJECT: Second Reading of Ordinance No.1669 and Ordinance No.1670 approving the rescindment of Ordinance No.1648 which approved Merritt Ranch, Spring Lake Development Agreement 19-01 and; approving the project Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (Owner)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1669 and Ordinance No. 1670, rescinding the Development Agreement between Darkhorse Estates, LLC and the City of Woodland Because the party to the Development Agreement no longer has a legal property interest in the Merritt Ranch Property and then approving the project Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (Owner) for the use and development of the Merritt Ranch project site.

J. PUBLIC HEARING

18. SUBJECT: Public Hearing and Approval of Fiscal Year 2019/20 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Hold a public hearing to receive community input on the Fiscal Year (FY) 2019/20 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
- 2) Adopt Resolution No., approving the FY 2019/20 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2019/20 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

K. REPORTS OF THE CITY MANAGER

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

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

20. SUBJECT: First Reading - Ordinance Adding Section 13.08.170 of the Municipal Code Relating to Residential Receptacle Location Requirements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Receptacle Location Requirements.

21. SUBJECT: Three-Year Agreement with Advance Peace to Provide Gun Violence Reduction Program Services to the City

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to (1) execute a three-year contract with Advance Peace to provide gun violence reduction program services in the amount not to exceed \$200,000 per year and (2) appropriate \$200,000 per year from Measure J funds.

22. SUBJECT: Fiscal Year 2021/22 Spring Budget Workshop

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a workshop to inform development of the City's Fiscal Year 2021/22 Budget.

L. 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, April 6, 2021 was posted on Wednesday, March 31, 2021 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

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: April 6, 2021
ITEM #: G.2
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 20TH

REGULAR MEETING

Interstate 5 Comprehensive Multi-Modal Corridor Plan – CalTrans Presentation
Valley Clean Energy Update (Presentation)
Public Hearing - 2nd Reading and Adopt Water Theft Ordinance
Public Hearing – 2nd Reading Waste Container (Residential Receptacle Location Requirements)
Salary Schedule
Mayor / Mayor Pro Tem Rotation
Woodland 150th Celebration Update

MAY 4TH

REGULAR MEETING

Big Day of Giving – May 6, 2021
City Council Meeting Minutes of April 6, 2021 and April 20, 2021
Mosquito Vector Control Update

MAY 18TH

REGULAR MEETING

Tree Ordinance Amendments Update
Measures F & J Spending Plan
Public Works Week – May 17-21, 2021
Fiscal Year 21/22 Preliminary Budget Presentation
Research and Tech Park Update

Future Topics / Study Sessions:

TBD Redistricting (September) Comprehensive Zoning Update (October)		
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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: H.3
SUBJECT: Proclaim April as Child Abuse Prevention Month

Recommendation for Action: Staff recommends that the City Council recognize April 2021 as Child Abuse Prevention Month.

Staff Contact

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

Background

At the request of the Yolo County Children's Alliance, the Woodland City Council is being asked to consider adopting a proclamation recognizing April 2021 as Child Abuse Prevention Month and promoting the new "Strong Families" County-wide resource.

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

Ken Hiatt
City Manager

Attachments:

1. Child Abuse Prevention Proclamation 2021

**CITY OF WOODLAND
PROCLAMATION
RECOGNIZING APRIL 2021 AS CHILD ABUSE PREVENTION MONTH**

WHEREAS, child abuse and neglect continue to pose serious threats to our nation's children; and

WHEREAS, Adverse Childhood Experiences (ACEs), such as physical, emotional, and sexual child abuse, neglect, and parental stress or illness, can have short- and long-term outcomes, including a multitude of health and social problems; and early evidence-based prevention and intervention efforts are less costly than trying to fix the adverse effects of child maltreatment, both in human and financial terms; and

WHEREAS, in 2019, according to the California Child Welfare Indicators Project, 615 children in Yolo County were found to be victims of abuse and/or neglect; and

WHEREAS, preventing child abuse and neglect is a community issue, and we all have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults; and

WHEREAS, the Child Abuse Prevention Council (CAPC) of Yolo County, a Yolo County Children's Alliance (YCCA) program, coordinates the community's efforts to prevent and respond to child abuse and neglect and is composed of a community partner and representatives from the following agencies and organizations: CommuniCare Health Centers, Empower Yolo, First 5 Yolo, West Sacramento Police Department, Yolo County Court Appointed Special Advocates (CASA), Yolo County District Attorney's Office, Multi-Disciplinary Interview Center, Yolo County Health and Human Services (Child Youth and Family Branch and Community Health Branch), Yolo County Office of Education, and Yolo County Probation; and

WHEREAS, in Yolo County over 20 agencies and community organizations are collaborating in their efforts to prevent child abuse and neglect and support families through the YCCA Yolo Family Strengthening Network; and

WHEREAS, the people of Yolo County are encouraged to strengthen families and support child abuse prevention activities in their communities by engaging with the new YCCA/CAPC campaign **Strong Families Yolo**, which is a new website that encourages everyone to see how we all play a part in caring for Yolo children and strengthening Yolo families, with hundreds of resources and practical ideas divided into 15 different roles, including business owners, family members, first responders, youth, neighbors, parents, child care providers, and youth activity leaders.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby declares the month of April 2020 to be "Child Abuse Prevention Month".

Dated: April 6, 2021

Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tempore

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: H.4
SUBJECT: Proclamation Designating April 7, 2021 as TERRY BASSETT DAY

Recommendation for Action: Staff recommends that the City Council approve a proclamation designating April 7, 2021 as TERRY BASSETT DAY in appreciation of his many years of service and all he has done to improve access to transit services in the community.



Ken Hiatt
City Manager

Attachments:

1. Proclamation Terry Bassett for Career at YCTD

PROCLAMATION DESIGNATING APRIL 7, 2021 AS TERRY BASSETT DAY

WHEREAS, Terry Bassett was hired by Yolo County in 1981, and since that time, Terry has advanced public transportation from very little to a joint powers authority and then to a special district starting with eleven used diesel polluting buses to a modern fleet of 49 compressed natural gas buses and 6 low emission diesel buses along with paratransit service; and

WHEREAS, to do all this, Terry Bassett has always been alert to funding opportunities and quick to insure that Yolo County received its fair share of funds, including substantial funding to build a modern headquarters transit center along with establishing remote transit centers in various communities; and

WHEREAS, Terry Bassett has always been a progressive thinker, involving the Yolo County Transportation District in leading edge technology practices including being among the first transit operators to install bike racks on buses as well as guiding the District to join the Capital Corridor Joint Powers Authority and thus helping to bring intercity rail service to Yolo County, and further seeking and securing funds to establish a CNG refueling facility at the Yolo Bus headquarters which benefits private sector CNG fleets as well; and

WHEREAS, through Terry Bassett's many efforts, not only are the citizens of Yolo County benefitting by the transportation infrastructure he has put in place, but the clean fuel buses replaced private vehicles on the road, thereby helping clean the air and benefiting the environment; and

WHEREAS, Terry Bassett has, over the years, worked out many difficult problems such as helping to develop a single fare card for use among various transit operators in the region, including transfer agreements and the right to operate our buses in jurisdictions served by other transit operators; and

WHEREAS, Terry Bassett established many firsts for transit service not only to communities which formerly had no transit service, but also hourly service to Sacramento International Airport which had previously had no public transit service and was perhaps the largest airport in the country at the time that still had no public transit; and

WHEREAS, Terry Bassett did all these things while maintaining a polite, calm and engaging demeanor.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland by and through its elected leaders, congratulates TERRY BASSETT on his service in the public interest, and expresses its pride that he is a resident of Woodland, and wish him well-deserved happiness in the years ahead.

BE IT FURTHER RESOLVED, that in appreciation of all he has done for others, that April 7, 2021 be designated as TERRY BASSETT DAY in the City of Woodland.

Dated: April 6, 2021

Tom Stallard, Mayor

Mayra Vega, Council Member

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.5
SUBJECT: City Council Meeting Minutes of March 2, 2021 and March 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 March 2, 2021 and March 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. 03.02.2021 DRAFT Minutes
2. 03.16.2021 DRAFT Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, March 2, 2021

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The March 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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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 LEGAL COUNSEL** - Existing Litigation (Gov't Code § 54956.9(d)(1))
City of Woodland v. Mark D. Milton & Victoria M. Martucci, et al., Yolo County Superior Court, Case No. ED 16-557

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:00 PM.

D. ROLL CALL

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

NOES: None

All Council Members present via roll call vote.

E. PLEDGE OF ALLEGIANCE

Pledge of allegiance led by City Manager Ken Hiatt.

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.

None.

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.

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.

H. PRESENTATIONS

3. SUBJECT: Youth Empowerment Presentation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from Jesse Salinas, Assessor/Clerk-Recorder/Registrar of Voters regarding the Youth Empowerment Program.

Received a presentation from Jesse Salinas, Assessor/Clerk-Recorder/Registrar of Voters on the Youth Empowerment Summit coming up on Saturday, April 24, 2021.

I. CONSENT CALENDAR

4. SUBJECT: Parks & Recreation Commission Meeting Minutes for January 25, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the January 25, 2021 Parks & Recreation Commission Meeting Minutes.

Received Parks & Recreation Commission Meeting Minutes of January 25, 2021.

5. SUBJECT: Revision to Council Assignments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Tania Garcia-Cadena as a primary member to the Chamber 2x2 and Library 2x2.

Appointed Council Member Garcia-Cadena as primary member on the Chamber 2x2 and Library 2x2.

6. SUBJECT: Appointment to Sustainability Advisory Committee

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Adelita Serena to the Sustainability Advisory Committee

Appointed Adelita Serena to the Sustainability Advisory Committee.

7. SUBJECT: Final Acceptance and Notice of Completion for Water Pollution Control Facility (WPCF) Clarifier No. 3 Mechanism Replacement, CIP #20-11

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, accepting the Water Pollution Control Facility (WPCF) Clarifier No. 3 Mechanism Replacement, CIP #20-11, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 7653, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR WATER POLLUTION CONTROL FACILITY (WPCF) CLARIFIER NO. 3 MECHANISM REPLACEMENT (CIP #20-11).

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 approved Consent Calendar Item No. 4 through 7.

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

J. PUBLIC HEARINGS

8. SUBJECT: Merritt Ranch 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 first reading of Ordinance No. _____, rescinding the previous ordinance No.1648 approving Development Agreement No. 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 Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (owner), to develop the Merritt Ranch property located within the Spring Lake Specific Plan Area.

Mayor Pro Tem Vega excluded herself from this item.

On a motion by Council Member Garcia-Cadena, seconded by Council Member Fernandez and carried on a 4-0 roll call vote, Council Members introduced and waived the first reading of an ordinance, rescinding the previous ordinance No.1648 approving Development Agreement No. 19-01 with Darkhorse Estates, LLC (authorized applicants); and introduced and waived the first reading of an ordinance, approving a Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (owner), to develop the Merritt Ranch property located within the Spring Lake Specific Plan Area.

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

NOES: None

ABSTAIN: None

ABSENT: Mayor Pro Tem Vega

K. REPORTS OF THE CITY MANAGER

9. 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.

10. SUBJECT: Agreement between City and Yuba Community College District for Woodland Promise Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize the Mayor to execute an agreement with Yuba Community College District, by and through its college Woodland Community College, to allocate funds for the Woodland Promise Program.

On a motion by Council Member Garcia-Cadena, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members authorized the Mayor to execute an agreement with Yuba Community College District, by and through its college Woodland Community College, to allocate funds for the Woodland Promise Program.

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

L. ADJOURN

Meeting adjourned at 7:10 PM in memory of Frank Joules and Jake Barth.

Respectfully submitted,

Ana G. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, March 16, 2021

6:00 PM

City Council

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

Meeting called to order at 6:00 PM.

D. ROLL CALL

All Council Members present via roll call vote.

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

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Library Board Member Noel Rodriguez.

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.

None.

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.

Verbal updates provided by Council Members/Staff.

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.

Received Woodland Public Library Annual Report 2019-2020 presented by Noel Rodriguez, Library Board Member and Greta Galindo, Library Services Director.

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.

Adopted the Joint Regular City Council/Woodland Finance Authority meeting minutes 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.

Received the Sustainability Advisory Committee meeting minutes of January 21, 2021.

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

Accepted 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.

Adopted RESOLUTION NO. 7654, 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.

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.

Adopted RESOLUTION NO. 7655, 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.

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.

Adopted RESOLUTION NO. 7656, 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.

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.

Adopted RESOLUTION NO. 7657, 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.

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.

Adopted RESOLUTION NO. 7658, 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.

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.

Adopted RESOLUTION NO. 7659, 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.

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.

Adopted RESOLUTION NO. 7660, 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 DOWN TOWN PARTNERS, LLC FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

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.

Received COVID-19 update from City Manager Ken Hiatt.

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.

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 introduced and waived the first reading of an ordinance amending Section 13.16.100 and 13.16.120 of the Municipal Code relating to Water Theft.

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

NOES: None

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.

On a motion by Council Member Fernandez, seconded by Mayor Pro Tem Vega and carried unanimously on a 5-0 roll call vote, Council Members Adopted RESOLUTION NO. 7661, 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; RESOLUTION NO. 7662, 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; RESOLUTION NO. 7663, 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; and RESOLUTION NO. 7664, 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.

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.

Received informational report from City Manager Ken Hiatt updating its Priority Goals and Strategic Actions for 2021-2022.

K. ADJOURN

Meeting adjourned at 08:05 PM in memory of Jake Barth and Bill Hollingshead.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.6
SUBJECT: Planning Commission Meeting Minutes of October 1, 2020

Recommendation for Action: Staff recommends that the City Council receive the Planning Commission Meeting Minutes of October 1, 2020.

Staff Contact

Debbie Flemmer, Administrative Supervisor, (530) 661-5818, debbie.flemmer@cityofwoodland.org

Reviewed By: Cindy Norris, Principal Planner

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. 10.1.2020 PC Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Planning Commission Meeting - Via Teleconference –

Thursday, October 1, 2020

6:30 PM

A. SPECIAL COMMENT:

PLEASE NOTE: The October 1, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Commission 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 Planning Commission 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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Instructions are provided at the end of the agenda.

Please click the link below to join the Public Comment portion of the meeting:

<https://zoom.us/j/92170095836>

Or Telephone: Dial 669-900-6833

Webinar ID: 921 7009 5836

B. CALL TO ORDER

Meeting called to order at 6:30 PM

Staff Present: Cindy Norris, Principal Planner; Anna Cannales, Associate Planner; J Kimura, IT Senior Application Analyst

C. ROLL CALL

Before Roll Call, Cindy Norris announces that Steve Wong has submitted his resignation to the Planning Commission

Planning Commission Members Present: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst
Absent: None

Excused: None

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Planning Commissioner Steve Harris

E. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

None

F. SUBCOMMITTEE REPORTS

None

G. COMMUNICATIONS FROM THE PUBLIC

None

H. APPROVAL OF MINUTES

1. SUBJECT: Planning Commission Meeting Minutes of September 17, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission Meeting of September 17, 2020.

On a motion by Planning Commission Member Chris Holt, seconded by Planning Commission Vice-Chairperson Marco Lizarraga to approve the Planning Commission Meeting Minutes of September 17, 2020; carried 5-0 with 1 absention,

Ayes: Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Abstain: Planning Commission Member Steve Harris

I. PUBLIC HEARING

2. SUBJECT: Chevron Gas Station Conditional Use Permit. A request for a Conditional Use Permit to allow the issuance of a Type 21 – Off Sale Alcohol license at 596 N. East Street.

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission take action on the following: (1) Conduct the public hearing; (2) Uphold the recommendation by the City Police Department to deny adoption of Resolution No. _____ (Attachment 1), approving the request for issuance of a Type 21 Off-Sale alcohol license.

On a motion by Planning Commission Vice-Chairperson Marco Lizarraga, seconded by Planning Commission Member Fred Lopez and carried unanimously; to Deny Chevron Gas Station Conditional Use Permit, a request to approve a Conditional Use Permit to allow the issuance of a Type 21 – Off Sale Alcohol license at 596 N. East Street; and Uphold the recommendation by the City Police Department to deny adoption of Resolution No. PC 20-14.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent: None

J. BUSINESS ITEMS

3. SUBJECT: Election of Officers

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission:

- 1. Hold Elections; and**
- 2. Vote and select among current membership, the appointments of Chairperson and Vice-Chairperson of the Planning Commission.**

On a motion by Planning Commission Member Steve Harris, seconded by Planning Commission Member Fred Lopez and carried unanimously, to approve the current appointment of Officers to complete a two year so mentioned in the Planning Commission By-Laws.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent: None

K. STAFF OR COMMISSIONER COMMENTS

Verbal updates provided by Planning Commission Members/Staff

L. ADJOURNMENT

Meeting adjourned at 7:15 PM

Adopted by Planning Commission on 1/7/2021



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.7
SUBJECT: Sustainability Advisory Committee February 2021 Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive minutes for the February 17, 2021 meeting of the Sustainability Advisory Committee.

Staff Contact:

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

Fiscal Impact:

None.

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 February 17, 2021 meeting of the Sustainability Advisory Committee.

Items of note in these minutes include:

- Item 7: Discussion of Draft Work Plan

The committee approved a Work Plan Discussion Draft for circulation to staff for comment. The discussion draft work plan is appended to the minutes.

Conclusion:

Staff recommends that the City Council receive minutes for the February 17, 2021 meeting of the Sustainability Advisory Committee.

Prepared by: Ken Loman, Environmental Sustainability Manager

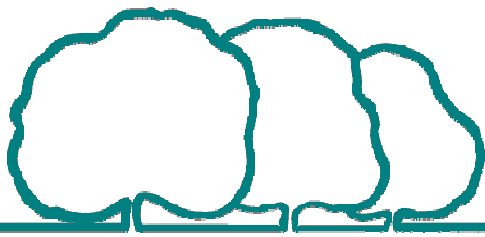
Reviewed by: Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. 2021 02-17 Minutes - Woodland Sustainability Advisory Committee



City of Woodland

**SUSTAINABILITY ADVISORY COMMITTEE
SPECIAL MEETING
MEETING MINUTES – FEBRUARY 17, 2021
VIA TELECONFERENCE**

1. Call to Order

The meeting was called to order at 6:04 p.m.

2. Roll Call

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

Absent: None

Staff Present: Ken Loman, Stephen Coyle, Rosie Ledesma

3. Public comment

Ken read the following email:

Hello,

With the expected increase in Yolobus's Route 42 frequency as well as the construction of the Highway 113 bike/pedestrian overcrossing providing a low stress active transportation connection to the County Fair Mall from the Spring Lake area I would expect there to be an increase in bike parking demand at this location as the physical buses can only physically carry 3 bikes at a time.. However, the current bike parking available adjacent to the bus shelters are inadequate for secure, long term day-parking. This needs to be remedied to give more Woodland residents confidence in using a sustainable method of transportation and give users who may not be able to lift their bicycles a place to store them while on their journey.

Secure bike locker parking, such as that provided by the BikeLink electronic lockers at the Davis Amtrak station, can provide flexibility for those who may choose to bike to the County Fair Mall to either eat, shop, work or commute via Yolobus and want the piece of mind that they will return to find their bike in place and/or in one piece for an extremely affordable hourly rate.

I urge your consideration in pursuing the acquisition of secure bike parking to support sustainable travel.

Sincerely, Frank Reyes.

4. Member reports (Information Item)

Frankenbach: Rolf reported that Davis Wilkinson, Chris Gray, and he have been planting trees at the shelter and will be out this summer to water and care for them.

Steve noted that a water bib had been installed to support watering the trees.

Grandia: Liza reported that Catalina and she attended the second meeting of the school district's sustainability committee, which has nearly finalized a mission statement. She thinks that group has a good understanding of issues related to toxics in school environments and support for addressing them. That committee is planning to recruit additional members and district staff is drafting a public statement.

Tadle: Raul highlighted an item Robert previously shared regarding state requirements for EV charger permit streamlining and suggested looking into Woodland's status on this.

Aulman: Mark indicated that he had three items to report:

- a. While the committee had previously discussed the idea of requesting a presentation by staff on the Technology and Research Park (Tech Park) development project, scheduling issues are preventing that. However, Mark recommended that members review the stakeholder presentation (link previously sent to members and available at: <https://youtu.be/wYTqyCGArNw>) and send any questions through him and Ken.
- b. Mark reported that the tree ordinance study group met with Mayor Stallard and received good feedback and a sense of support for the group's efforts. The next step is to send the draft ordinance to the City Manager for staff review.
- c. Some members attended the Yolo Climate Compact meeting last week, which continued the previous meeting's theme of "Building Equity into Climate Planning." The presentations included some good information about efforts by other jurisdictions, including in Michigan and here in Yolo County. Mark asked Ken to forward materials from that meeting when available. (NOTE: link to meeting recording became available after the meeting but prior to preparation of these minutes:

There were no other member reports.

5. Staff reports (Information Item)

Ken acknowledged Liza's comments (via email) from the prior meeting and shared the following information to address three specific items she mentioned:

- a. He apologized for having dropped the ball on responding to her query about the number of subscribers to the Envirowoodland newsletter and reported that as of last week there were 2,991 subscribers.
- b. Ken reported that the application she referred to had been received by the City Clerk though inadvertently it had not been responded to, that the situation had been taken care of, and that the committee Chair (Mark Aulman) had been updated on that by the City Clerk. He also reported that the Chair had been informed that normally vacancies are addressed twice a year, though he did not know the schedule for that.
- c. Ken also addressed the concerns raised about the projects on which the City's CivicSpark Fellow worked and shared that, although it had been staff's intention to be more collaborative in the development of those projects, workflow and staffing challenges over the past year because of the pandemic had interfered with

that. He also said that it was still his intention to share those projects with the committee, but that they are not yet ready and he could not make any promises on timing.

Ken additionally reported that plans for the Community Rain Garden Demonstration Project at Crawford Park are nearly complete and staff is beginning preparation of contract documents to solicit bids. The rough schedule for the project is to finish these documents by the end of the month, secure a contract during the month of March, and construct the project in April.

Finally, Rosie reported on a tour she and City Manager Ken Hiatt took of the edible food recovery program at the Nugget Market's Woodland store the other day. She reported that they had a good conversation with the store's sustainability coordinator about the program, which they hope will inform the City's efforts to implement the edible food recovery portions of SB 1383 (Short-lived Climate Pollutants).

6. Approve Minutes for January 20, 2021 (Action Item)

Allison requested a correction to the description of her comments during discussion of Item #10 (Discussion of December 15, 2020 City Council Meeting).

On a motion by Rolf Frankenbach, seconded by Raul Tadler, and carried on an 8-0 vote, committee members approved the corrected minutes for the December 13, 2020 meeting.

Ayes: Aulman, Frankenbach, Grandia, Martin, Munoz, Schremmer, Tadler, and Ullrey

Noes: None

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

The committee continued the previous discussion of the draft work plan from the last meeting. Ken reported that he had received priority information from the subcommittee chairs and integrated that into the new structure, after which Allison edited the draft for consistency and completeness. Allison gave an overview of the structure and her work on the draft, indicating several areas that needed additional information. Mark solicited feedback from each member of the committee, focusing on the items Allison indicated. In addition to discussing the substance of the draft work plan, members were able to identify some areas for which individuals are willing to act as leads.

Mark asked Ken about next steps. Ken said that he was comfortable with previous discussions about that indicating a desire to forward the work plan as a discussion draft to the City Manager for appropriate staff review and comment, following which the committee would review any comments and forward the discussion draft to the City Council for approval. Ken said that he would like to ask to City Manager for a meeting with the Chair and Vice Chair for them to walk him through the thinking behind the discussion draft and discuss how to proceed.

On a motion by Robert Ullrey, seconded by Allison Martin, and carried on an 8-0 vote, committee members approved the Work Plan Discussion Draft (attached) for transmittal to the City Manager for staff review and comment.

Ayes: Aulman, Frankenbach, Grandia, Martin, Munoz, Schremmer, Tadler, and Ullrey

Noes: None

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

Mark reported that the March meeting will include a presentation by the Yolo Climate Emergency Coalition and that the April meeting will likely include time for discussion of any request included in the Coalition's March presentation. The next key priority will be inviting leadership from Cool Davis to share their organizational experience with the committee.

9. Adjourn

Meeting adjourned at 7:46 p.m.

Sustainability Advisory Committee Work Plan – Discussion Draft

Background

The Sustainability Advisory Committee (SAC) serves to help the City of Woodland achieve state mandated conservation goals and the goals of the City's Climate Action Plan (CAP), as well as provide recommendations to the City Council regarding sustainability policy. The Committee was formed to fulfill the following purposes:

- Provide comments, feedback, and recommendations to the City Council on sustainability policy and issues related to 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.
- Other duties as assigned by City Council.

SAC Work Plan

The SAC Work Plan outlined in Table 1 is comprised of specific projects identified by SAC members, and is organized around four key functional areas: Policy Evaluation & Development, Programs & Opportunities, Community Outreach & Engagement, and Administration. The Work Plan articulates projects, deliverables, actions, and timelines for accomplishing SAC goals.

The projects will be carried out by ad-hoc subcommittees, some of which have the potential to evolve into standing committees and will therefore be subject to The Brown Act. The purpose of these ad-hoc subcommittees is to improve the overall effectiveness of the SAC and its role in helping the City achieve its sustainability goals.

Work Area 1: Policy Evaluation & Development

Evaluate current and proposed City policies for CAP consistency; conduct policy research; define best practices; and make recommendations.

Work Area 2: Programs & Opportunities

Evaluate current and proposed City programs for CAP consistency; evaluate CAP implementation status; identify program opportunities to advance CAP implementation.

Work Area 3: Community Outreach & Engagement

Provide recommendations to City staff on current and proposed public education and outreach projects; increase public awareness through branding, networking, and media development; coordinate a community sustainability leadership network; and develop and/or implement educational events and opportunities.

Work Area 4: Administration

Communicating with City Council and City Staff; reviewing City Council agendas; recruiting and reviewing SAC applicants; tracking work plan deliverables; and reporting.

The SAC Work Plan is intended to be a living document that can be updated over time. This will allow for adjustments as progress is made towards CAP implementation goals and allow the SAC to adapt to evolving situations and conditions and/or local, state, and federal law.

Table 1 – 2021 SAC Work Plan by Key Functional Area and Project

Ad-Hoc Project	Deliverables	Specific Actions	Identified Activities	Timeline	SAC Team Lead
Policy Evaluation & Development					
Develop a Policy Evaluation Tool	Draft policy evaluation tool Final policy evaluation tool	Develop and pilot a streamlined evaluation process for existing and proposed City policies to ensure CAP consistency, environmental justice, and climate adaptation and resilience	TBD	<i>Development:</i> June 2021 <i>Testing:</i> Dec 2021	CM
Evaluate Current and Proposed City Policies	List of current and proposed City policies evaluated as inconsistent with CAP and annotated with policy recommendations	Use evaluation tool to evaluate current and proposed City policies for CAP consistency Provide policy recommendations to ensure CAP consistency	Evaluate City department vehicle purchase programs	<i>Current Policies:</i> July 2021 <i>Proposed Policies:</i> Ongoing	RT
Research Policies and Best Practices	Document describing known best practices for sustainability policy development	Research sustainability policies Draft discovered policies and best practices Make policy recommendations to evaluation task groups and SAC	Research sustainability policies of comparable cities	<i>Document:</i> July 2021	

Policy Development	New sustainable policies	Support development of sustainability policies and best practices that support and meet the standards of CAP, environmental justice, and climate adaptation and resilience	TBD	Ongoing	
Programs & Opportunities					
Program Evaluation and Reporting	Annual report; special reports (as needed)	Evaluation and reporting on the City's CAP implementation status to inform City efforts and outreach/educational programs	NA	<i>Report 1:</i> January 2022	RU
Increasing Tree Canopy	Report on net tree gain/loss	Identify and prioritize opportunities to plant trees and protect existing trees	Phase 1: continue working on ordinance; tree gain/loss reporting Phase 2: explore grant opportunities for strategy development & longer range projects	<i>Phase 1:</i> Dec 2021 <i>Phase 2:</i> Dec 2021	RF
Community Outreach & Engagement					
CAP Public Forum or Town Hall	(1) Virtual event	Coordinate with City staff to develop, facilitate, and promote educational forum on the City's CAP	Zoom Event	<i>Event:</i> Aug 2021	

Education and Outreach Events	(2) virtual or in-person events, workshops, or classes	Coordinate with City staff, local organizations, and private citizens to implement safe and practical public engagement opportunities that promote and recognize sustainable behavior and leadership	World Environment Day Coastal Cleanup Day	<i>Event 1:</i> June 2021 <i>Event 2:</i> Sept 2021	Allison Martin
Publicize City Sustainability Efforts	Written plan	Coordinate with City staff and local media to develop plan and budget for publicizing the City's sustainability efforts and accomplishments	Marketing plan Media releases Sustainable leadership recognition	<i>Plan:</i> June 2021 <i>PR/Media:</i> Ongoing	Allison Martin
Branding of City Sustainability Efforts	Brand plan	Develop name and PR/brand plan for citywide sustainability efforts and promotion	TBD	<i>Plan:</i> May 2021	
Sustainable Leadership Network	Initial written plan and/or City Policy Initiate networking infrastructure (if appropriate) Begin network recruitment (if appropriate)	Identify and implement appropriate ways City can create or host an information hub for local sustainability organizations and professionals/leaders	Model after Cool Davis Coalition	<i>Plan or Policy:</i> June 2021 <i>Networking Infrastructure:</i> December 2021 <i>Network Recruitment:</i> Ongoing	
Administration					
System of Regular Communication	Develop a system for regular communication with City Council	Communicate with City Council	NA	Quarterly	

		Collaborate and communicate with City staff on relevant issues discussed by City Council			
Review of City Council and City Commission Agendas	Quarterly report on City Council and City Commission agendas	Review City Council and City commission agendas Notify SAC on relevant items	NA	Quarterly	
Committee Member Recruitment	Filled vacancies	Encourage interested community members and sustainability leaders to apply for SAC vacancies	Attend Farmer's Markets or city events to promote positions Coordinate promotion with Community Outreach & Engagement group	Ongoing	
Analytics & Reporting	Report	Evaluate and report on status of SAC activities	NA	December 2021	Chair/Vice Chair
Annual SAC Strategic Planning	Annual meeting and report	Update long-range work plan		December 2021	Chair/Vice Chair



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.8
SUBJECT: Letter in Support of AB 122

Recommendation for Action: Staff recommends that the City Council approve a letter in support of AB 122, Safety Stop.

Background:

AB 122, Safety Stop is a bill which will legalize the safety stop for bicyclists. This will allow bike riders to treat a stop sign as a yield, giving right-of-way to other traffic at an intersection before proceeding safely through. This is an essential first step in recognizing that bike riders use the road differently from car drivers, and we need to adjust our traffic rules accordingly.

Idaho started the movement in 1982. Other neighboring states such as Oregon and Washington have previously adopted safety stop laws and similar laws were recently passed in Colorado and Utah. California is known for its active transportation leadership and supporting this bill will keep California from losing ground.

Prepared By: Ana B. Gonzalez, City Clerk

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. Legislative Info AB122
2. Letter of Support AB 122

ASSEMBLY BILL

No. 122

Introduced by Assembly Member Boerner Horvath

December 18, 2020

An act to amend Section 22450 of the Vehicle Code, relating to vehicles.

LEGISLATIVE COUNSEL'S DIGEST

AB 122, as introduced, Boerner Horvath. Vehicles: required stops: bicycles.

Existing law requires the driver of any vehicle, including a person riding a bicycle, when approaching a stop sign at the entrance of an intersection, to stop before entering the intersection. A violation of this requirement is an infraction.

This bill would instead require a person riding a bicycle, when approaching a stop sign at the entrance of an intersection, to yield the right-of-way to any vehicles that have stopped at the entrance of the intersection, have entered the intersection, or that are approaching on the intersecting highway close enough to constitute an immediate hazard, and shall continue to yield the right-of-way to those vehicles until reasonably safe to proceed.

By changing the elements of an existing crime, this bill would impose a state-mandated cost.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 22450 of the Vehicle Code is amended
2 to read:

3 22450. (a) The driver of any ~~vehicle~~ *vehicle, except a bicycle*
4 *or electric bicycle*, approaching a stop sign at the entrance to, or
5 within, an intersection shall stop at a limit line, if marked, otherwise
6 before entering the crosswalk on the near side of the intersection.

7 If there is no limit line or crosswalk, the driver shall stop at the
8 entrance to the intersecting roadway.

9 (b) The driver of a vehicle approaching a stop sign at a railroad
10 grade crossing shall stop at a limit line, if marked, otherwise before
11 crossing the first track or entrance to the railroad grade crossing.

12 (c) *A person riding a bicycle, including an electric bicycle,*
13 *approaching a stop sign at the entrance to, or within, an*
14 *intersection shall yield the right-of-way to any vehicles that have*
15 *stopped at the entrance of the intersection, have entered the*
16 *intersection, or that are approaching on the intersecting highway*
17 *close enough to constitute an immediate hazard, and shall continue*
18 *to yield the right-of-way to those vehicles until reasonably safe to*
19 *proceed.*

20 ~~(e)~~

21 (d) Notwithstanding any other ~~provision of~~ law, a local authority
22 may adopt rules and regulations by ordinance or resolution
23 providing for the placement of a stop sign at any location on a
24 highway under its jurisdiction where the stop sign would enhance
25 traffic safety.

26 SEC. 2. No reimbursement is required by this act pursuant to
27 Section 6 of Article XIII B of the California Constitution because
28 the only costs that may be incurred by a local agency or school
29 district will be incurred because this act creates a new crime or
30 infraction, eliminates a crime or infraction, or changes the penalty
31 for a crime or infraction, within the meaning of Section 17556 of
32 the Government Code, or changes the definition of a crime within

1 the meaning of Section 6 of Article XIII B of the California
2 Constitution.

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City of Woodland

CITY COUNCIL

300 FIRST STREET

WOODLAND, CALIFORNIA 95695

(530) 661-5800

FAX: (530) 661-5813

Tom Stallard, Mayor
Mayra Vega, Mayor Pro Tempore
Vicky Fernandez, Council Member
Tania Garcia-Cadena, Council Member
Rich Lansburgh, Council Member

March 16, 2021

The Honorable Laura Friedman
Chair, Assembly Committee on Transportation
1020 N St, Room 112
Sacramento CA 95814

Re: Support – AB 122 (Boerner Horvath), Safety Stop

Dear Chair Friedman:

The City of Woodland is pleased to support Assembly Bill 122, a bill that will allow bike riders to treat a stop sign as a yield, giving right-of-way to other traffic at an intersection before proceeding safely through.

The City's mission is to protect human health and property from the harmful effects of air pollution. We achieve this goal through various programs, including promotion and funding of bicycle education and infrastructure projects at local and regional levels. Bicycling is a key component to a sustainable transportation program, and we encourage the state to take this step to encourage more people to ride bikes. Improving access and safety to bicyclists promotes increased ridership and reduces driving. This can help improve air quality, reduce climate change impacts from transportation, and improve public health and safety.

Encouraging more trips by bike is a goal of Caltrans and other regional and local agencies, which have all been investing in planning and building safe, connected and protected bikeways on major streets. Bike trips reduce traffic congestion and government costs, and make streets safer for everyone, including motorists, pedestrians and other bike riders. Streets are often populated with stop signs at every intersection, requiring cyclists to stop at the end of each block, losing valuable momentum and time. A full stop on a bicycle requires significant extra work for the rider to pedal back up to normal speed, increasing the bike riders' exposure time to cross traffic and impedes traffic flow for everyone by increasing wait time at intersections.

This law would allow a bicyclist to use reasonable judgement when there is no oncoming crossing traffic at an intersection, to carefully roll through stop signs to maintain their momentum and keep the flow of traffic. The same bicyclist would still be required to yield the right-of-way and come to a full stop, if necessary, if they encounter other vehicles or people walking or bicycling as they approach intersections. This is perfectly reasonable, safe behavior at a stop sign, causing no harm or delay to other traffic at an intersection and should be treated as such in state law. Penalizing this safe bicycling practice with unnecessary and inconsistent enforcement at stop signs is counterproductive to the larger goal of increasing bicycling. The City believes the passage of this legislation will encourage more people to make safer and more frequent trips by bicycle.

Sincerely,

Tom Stallard
Mayor



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.9
SUBJECT: Support AB 535 (Aguiar Curry) California Olive Oil Labeling

Recommendation for Action: Staff recommends that the City Council approve a letter supporting AB 535 (Aguiar Curry) - California Olive Oil Labeling.

Staff Contact:

Spencer Bowen, Communications Manager and Policy Analyst, spencer.bowen@cityofwoodland.org

Report in Brief:

By more strictly enforcing what can be labeled as “California Olive Oil,” this bill will support California olive growers and producers and make it more difficult for larger companies to commodify the olive oil market with misleading products that claim to be from California but are in fact a blend of local and foreign oils.

Background:

Current law technically requires accuracy in olive oil labeling, but companies that import cheaper oils from abroad have taken advantage of vague wording and loopholes to sell products labeled as from “California” when the product is actually a blend of oils from California and other regions, oftentimes outside of the United States.

AB 535 adds specificity to existing law to strengthen its provisions. For example, AB 535 specifically addresses the issue of blended oils, codifies how to approach frequently-used labels such as “California olive oil” and “California olives,” and clarifies that the state “may seize olive oil labeled in violation” of the bill’s specifications.

Discussion:

Why support this bill?

Protect consumers: current labeling practices foster distrust and confusion among consumers about which products are really from California and which are not. In addition, the status quo limits the ability of consumers in a community like Woodland to select a truly local and healthy product that celebrates our city’s agricultural legacy.

Support local industry: The California olive oil industry has experienced remarkable success over the past five years, but this growth is threatened by cheaper, blended oils masquerading as “California oils.” Farming olives in California comes at a cost premium, and true California olive oils are more expensive, often extra-virgin, and on balance healthier olive oil alternatives than foreign competitors. Here in Yolo County, olives thrive in our Mediterranean climate and grow well in drought conditions, fueling the success of local brands like Cobram, Seka Hills, and more.

Solidarity: Our Yolo County region is flush with growers, producers, and processors who take pride in creating a quality local product and will benefit directly from this bill’s passage. According to Ciriaco Chavez, General

Manager of Agriculture and Industry Affairs for Boundary Bend (Cobram brand), the California olive oil industry overwhelmingly supports this bill and views lower-quality foreign oils that undercut their price as “a real existential threat” to the success of premium domestic California products.

Conclusion:

Staff recommends that the City Council approve a letter supporting AB 535 (Aguiar Curry) - California Olive Oil Labeling.

Prepared By: Spencer Bowen, Communications Manager and Policy Analyst



Ken Hiatt
City Manager

Attachments:

1. AB 535 draft letter SUPPORT
2. AB 535 Bill Text

DATE – subject to change

The Honorable Robert Rivas
Chair, Assembly Committee on Agriculture
1020 N Street, Room 362
Sacramento, CA 95814

Subject: AB 535 (Aguiar-Curry) California Olive Oil Labeling – Support

Chair Rivas, Vice Chair Mathis, and Committee Members Aguiar-Curry, Cunningham, Flora, Gray, Irwin, Jones-Sawyer, Levine, Villapudua, and Wood:

On behalf of the City of Woodland, I am writing in support of AB 535, “Olive Oil: Labeling.” This bill will establish clear guidelines and needed specificity for the use of the term “California” in olive oil labeling as well as support our agriculture industry and local consumers.

Shortcomings in existing law have placed California olive farmers and oil producers at a competitive disadvantage by permitting olive oil producers to use the label “California” when the product is actually a blend of oils from other regions. AB 535 strengthens existing law by making it illegal to falsely label olive oil as from “California” unless it is produced entirely from olives grown in the state.

The high demand for oil produced with California olives has led to oils advertised and branded as from “California,” while the fine print indicates that the oil actually comes from multiple countries. In theory, existing law prohibits the labeling of olive oil as “California Olive Oil” unless 100% of the oil is derived from olives grown in the state. In practice, however, disagreements over the law’s application have resulted in inaccurate labeling that undermines the intent of existing law and misleads consumers.

When Woodland community members see “California” on a bottle of olive oil, they expect a high-quality product based on our state’s high standards. Especially in Woodland, home to over 180 food and agriculture businesses, our neighbors take great pride in truly local products that reinforce our region’s rich agricultural tradition.

The City of Woodland respectfully urges your support for AB 535 to support California farmers and producers while clarifying choices for consumers.

Sincerely,
Mayor Tom Stallard

AMENDED IN ASSEMBLY MARCH 18, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL

No. 535

Introduced by Assembly Member Aguiar-Curry
(Coauthors: Assembly Members Bauer-Kahan, Cooper,
Cristina Garcia, Grayson, Villapudua, and Ward)

(Coauthors: Senators Dodd, Eggman, Hurtado, Jones, and Wiener)

February 10, 2021

An act to ~~add Section 82002 to the Food and Agricultural Code,~~
~~relating to agriculture;~~ *amend Section 112895 of the Health and Safety*
Code, relating to food labeling.

LEGISLATIVE COUNSEL'S DIGEST

AB 535, as amended, Aguiar-Curry. ~~Agriculture: olive oil: labeling.~~
Olive oil: labeling.

Existing law makes it unlawful to produce, process, sell, offer to sell, or possess olive oil that indicates on its label “California Olive Oil,” or uses similar words, ~~to suggest words to indicate~~ that California is the source of the oil, unless 100% of that oil is derived from olives grown in California. *Existing law also requires that olive oil produced, processed, sold, offered for sale, given away, or possessed in California, that indicates on its label that it is from a specific region of California, be made of oil at least 85% of which, by weight, is derived from olives grown in that region. Existing law makes the violation of these provisions a misdemeanor.*

~~This bill would make it unlawful and subject to imprisonment, fine, or both, as specified, to make any false representation in a brand name, label, advertising matter, packaging material, letterhead, invoice, tag, sign, business card, or other oral, written, or printed matter that an olive~~

~~oil is produced entirely from olives grown within California, including using the terms “California olive oil,” “California olives,” or substantially similar representations. The bill would apply a similar prohibition on representations that an olive oil was produced from olives from a specific region of California unless at least 85% of the olive oil, by weight, was produced from olives grown in that specific region. The bill would authorize the Department of Food and Agriculture to seize olive oil labeled in violation of these prohibitions and to dispose of the olive oil.~~

This bill would instead prohibit the representation on the label of any olive oil that all of the olives used to produce the olive oil were grown in California, including the terms “California olive oil,” “California olives,” or something substantially similar, unless all of the olives used to produce the olive oil were grown in California. The bill would also prohibit labeling olive oil with a label indicating or representing that the olives used to produce the olive oil were grown in a specific region of California, unless at least 85% of the olive oil, by weight, was produced from olives grown in that specific region. The bill would provide that these prohibitions apply to representations made in a brand name, label, advertising matter, packaging material, invoice, tag, sign, and other oral, written, or printed representation of any kind. The bill would authorize the State Department of Public Health to seize and dispose of olive oil labeled in violation of this section.

~~By creating a new~~ *changing the scope of a crime*, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 ~~SECTION 1. Section 82002 is added to the Food and~~
- 2 ~~Agricultural Code, to read:~~
- 3 ~~82002. (a) It is unlawful to make any representation that an~~
- 4 ~~olive oil is produced entirely from olives grown within California~~
- 5 ~~unless the representation is true.~~

1 ~~(b) It is unlawful to label any olive oil with a representation that~~
2 ~~all the olives used to produce the olive oil were grown in~~
3 ~~California, including the terms “California olive oil,” “California~~
4 ~~olives,” or something substantially similar, unless all the olives~~
5 ~~used to produce the olive oil were grown in California.~~

6 ~~(c) It is unlawful to label any olive oil with a label indicating~~
7 ~~or representing that the olives used to produce the olive oil were~~
8 ~~grown in a specific region of California, or to make a representation~~
9 ~~to that effect, unless at least 85 percent of the olive oil, by weight,~~
10 ~~was produced from olives grown in that specific region.~~

11 ~~(d) This section applies to representations made in a brand name,~~
12 ~~label, advertising matter, packaging material, letterhead, invoice,~~
13 ~~tag, sign, business card, and other oral, written, or printed~~
14 ~~representation of any kind.~~

15 ~~(e) The department may seize olive oil labeled in violation of~~
16 ~~this section, regardless of where found, and may dispose of the~~
17 ~~olive oil.~~

18 ~~(f) This section does not prohibit an olive oil producer or~~
19 ~~processor from using a truthful, nonmisleading statement or~~
20 ~~representation regarding the geographic origin of the olives used~~
21 ~~in the production of the olive oil in any label, packaging material,~~
22 ~~or advertising if the label, packaging material, or advertising~~
23 ~~contains no representation that is prohibited by this section.~~

24 ~~(g) Any person violating any provision of this section is guilty~~
25 ~~of a misdemeanor, and upon conviction shall be punished by a fine~~
26 ~~of not less than five hundred dollars (\$500) nor more than one~~
27 ~~thousand dollars (\$1,000), or by imprisonment in the county jail~~
28 ~~for a period not exceeding one year, or by both.~~

29 ~~SECTION 1. Section 112895 of the Health and Safety Code is~~
30 ~~amended to read:~~

31 112895. (a) It is unlawful to manufacture, sell, offer for sale,
32 give away, or to possess imitation olive oil in California.

33 (b) This section does not prohibit the blending of olive oil with
34 other edible oils, if the blend is not labeled as olive oil or imitation
35 olive oil, is clearly labeled as a blended vegetable oil, and if the
36 contents and proportions of the blend are prominently displayed
37 on the container’s label, or if the oil is a flavored olive oil.

38 (c) ~~If any olive oil is produced, processed, sold, offered for sale,~~
39 ~~given away, or possessed in California, that indicates on its label~~
40 ~~“California Olive Oil,” or uses words of similar import that indicate~~

1 that California is the source of the oil, 100 percent of that oil shall
2 be derived from olives grown in California.

3 ~~(d) Olive oil produced, processed, sold, offered for sale, given~~
4 ~~away, or possessed in California, that indicates on its label that it~~
5 ~~is from a specific region of California shall be made of oil at least~~
6 ~~85 percent of which, by weight, is derived from olives grown in~~
7 ~~the specified region.~~

8 *(c) (1) It is unlawful to make any representation that an olive*
9 *oil is produced entirely from olives grown within California unless*
10 *the representation is true.*

11 *(2) It is unlawful to label any olive oil with a representation*
12 *that all the olives used to produce the olive oil were grown in*
13 *California, including the terms "California olive oil," "California*
14 *olives," or something substantially similar, unless all the olives*
15 *used to produce the olive oil were grown in California.*

16 *(3) It is unlawful to label any olive oil with a label indicating*
17 *or representing that the olives used to produce the olive oil were*
18 *grown in a specific region of California, or to make a*
19 *representation to that effect, unless at least 85 percent of the olive*
20 *oil, by weight, was produced from olives grown in that specific*
21 *region.*

22 *(4) This section applies to representations made in a brand*
23 *name, label, advertising matter, packaging material, invoice, tag,*
24 *sign, and other oral, written, or printed representation of any kind.*

25 *(5) The department may seize olive oil labeled in violation of*
26 *this section, regardless of where found, and may dispose of the*
27 *olive oil.*

28 *(d) This section does not prohibit an olive oil producer or*
29 *processor from using a truthful, nonmisleading statement or*
30 *representation regarding the geographic origin of the olives used*
31 *in the production of the olive oil in any label, packaging material,*
32 *or advertising if the label, packaging material, or advertising*
33 *contains no representation that is prohibited by this section.*

34 *(e) Olive oil produced, processed, sold, offered for sale, given*
35 *away, or possessed in California, that indicates on its label that it*
36 *is from a specific estate in California shall be made of oil at least*
37 *95 percent of which, by weight, is derived from olives grown on*
38 *the specified estate.*

39 *(f) Olive-pomace oil shall not be labeled as olive oil.*

1 SEC. 2. No reimbursement is required by this act pursuant to
2 Section 6 of Article XIII B of the California Constitution because
3 the only costs that may be incurred by a local agency or school
4 district will be incurred because this act creates a new crime or
5 infraction, eliminates a crime or infraction, or changes the penalty
6 for a crime or infraction, within the meaning of Section 17556 of
7 the Government Code, or changes the definition of a crime within
8 the meaning of Section 6 of Article XIII B of the California
9 Constitution.

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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.10
SUBJECT: Letter in Support of Senate Bill 612 (Portantino)

Recommendation for Action: Staff recommends that the City Council approve the attached letter in support of Senate Bill 612 (Portantino).

Staff Contact:

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

Fiscal Impact:

None.

Background:

In 2017, the City joined Valley Clean Energy (VCE), a joint powers agency (JPA) serving as a Community Choice Aggregator (CCA), to provide clean energy, product choice, and greenhouse gas emissions reductions with local control at competitive prices within member agencies' jurisdictions. VCE is now the official electricity provider for both residential and commercial customers in Woodland. Customers that previously received their electricity from PG&E now receive their electricity from VCE, unless they opt out and choose to remain with PG&E or secure direct access contracts.

In addition to providing electricity to its customers, VCE also represents its customers on legislative and regulatory matters that affect them. It does this both directly and through its membership in the California Community Choice Association (CalCCA). As part of this process, CalCCA and VCE engage with member agencies for education, feedback, and participation in legislative or regulatory processes as appropriate.

Discussion:

VCE, as part of a coordinated statewide effort with CalCCA, has requested that the City support Senate Bill 612 (Portantino). The bill ensures that CCA customers, including Woodland residents and businesses, have the ability to access their proportionate share of the benefits of investor-owned utilities' (IOUs) legacy contracts, for which those customers are paying. The bill also ensures that IOUs manage their legacy contracts to maximize their value for both IOU and CCA customers alike.

The Current Situation

According to CalCCA (see attached "SB 612 Backgrounder"), early procurement of renewable energy generation resources by California's IOUs following adoption of the state's Renewable Portfolio Standard in 2002 resulted in a rapid transition to renewable energy. As renewable resources have grown to scale, both prices and market value for renewable energy have declined, leaving a significant portion of these IOU "legacy" resources underwater. Likewise, utility-owned generation operates at costs that are significantly above market. These parallel trends have produced billions of dollars of above-market costs needed to be recovered through the Power Charge Indifference Adjustment (PCIA) on CCA customers' energy bills.

The PCIA is a mechanism adopted by the California Public Utilities Commission (the Commission) to ensure that when electric customers of an IOU depart from IOU service and receive their electricity from a non-IOU provider, such as a CCA, those customers remain responsible for costs previously incurred on their behalf by the IOUs.

While these resources produce high costs, they also produce valuable products such as renewable energy, hydroelectric energy, and resource adequacy, products needed by all energy providers to meet their clean energy goals and remain in compliance with reliability requirements. However, under the current structure, these products are retained by the IOU for its own compliance purposes.

This Affects Woodland Residents and Businesses

While Woodland residents and businesses, along with all CCA and IOU customers bear responsibility for these legacy resources, only IOU customers can meaningfully access the benefits. Conversely, while CCA customers must pay their fair share for those legacy resources, CCA customers do not have access to any of the beneficial attributes they are paying for. This creates inequitable treatment of CCA customers versus their IOU counterparts.

The California Public Utilities Commission has had opportunities to repair this inequity for four years, however it has failed to do so. Therefore, CalCCA and VCE are seeking a legislative solution.

Proposed Legislation: Senate Bill 612

SB 612 resolves this inequity by ensuring CCA customers have the ability to access their proportionate share of the benefits of IOU legacy contracts they are paying for, and also ensures IOUs manage their legacy contracts to maximize their value for IOU and CCA customers alike. CCA ratepayers will continue to be responsible for their fair share of legacy costs under the bill, which is consistent with a common sense equitable solution previously presented to the Commission by CalCCA and other parties. It ensures fair and equal access to the benefits of legacy resources for all customers and ensures resources held in IOU portfolios are managed to maximize value for all customers.

Specifically, SB 612:

- Provides IOU, CCA, and direct access customers equal right to receive legacy resource products that were procured on their behalf in proportion to their load share if they pay the full cost of those products.
- Requires the CPUC to recognize the value of GHG-free energy and any new products in assigning cost responsibility for above-market legacy resources, in the same way value is recognized for renewable energy and other products.
- Requires IOUs to offer any remaining excess legacy resource products not taken by IOU, CCA, or direct access customers to the wholesale market in an annual solicitation.
- Requires each IOU to transparently solicit interest from legacy resource contract holders in renegotiating, buying out, or otherwise reducing costs from these contracts.

Conclusion:

Staff recommends that the City Council approve the attached letter in support of Senate Bill 612 (Portantino).

Prepared by: Ken Loman, Environmental Sustainability Manager

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



Ken Hiatt
City Manager

Attachments:

1. SB 612 Letter of Support
2. SB 612 Background

The Honorable Ben Hueso
Chair, Senate Energy, Utilities & Communications Committee
State Capitol, Room 4035
Sacramento, CA 95814

Re: SB 612 (Portantino) – Support

Dear Senator Hueso,

On behalf of the City of Woodland, I write to express our support for SB 612 (Portantino), a bill that seeks to ensure all customers of load-serving entities receive the energy benefits they pay for by providing that investor-owned utility (IOU), Community Choice Aggregator (CCA), and direct access customers have equal right to receive energy attributes produced from legacy IOU generation assets.

The City of Woodland is a member of Valley Clean Energy Alliance (VCE), the not-for-profit public electricity provider serving over 120,000 customers in our city as well as unincorporated Yolo County and the cities of Davis and Winters. As a locally governed public entity, VCE is focused on providing cost effective clean electricity while improving the communities it serves through local reinvestment of VCE's revenues.

California policies have helped shape and scale the renewable energy market moving renewables from niche to mainstream. As intended, this has caused both prices and market value for renewable energy to decline, creating billions of dollars of above-market costs that need to be recovered through the Power Charge Indifference Adjustment (PCIA). The PCIA is a mechanism adopted by the California Public Utilities Commission (CPUC) to ensure that when electric customers of an IOU elect to receive service from a non-IOU provider, such as a CCA, those customers remain responsible for unavoidable above-market costs previously incurred on their behalf by the IOUs. In this case, those unavoidable above-market costs resulted from early renewable contracts signed by the IOU's. While these early renewable contracts are relatively high cost compared to the current market, they also produce valuable products and energy attributes such as renewable energy, hydroelectric energy, and resource adequacy, which are needed by all energy providers to meet their clean energy goals and remain in compliance with reliability requirements.

Our constituents, as VCE customers, however, do not have access to most of these beneficial attributes of the resources they pay for through the PCIA. As a result, VCE must procure additional resources to meet California's clean energy goals and reliability requirements despite already paying for many of these resources via the PCIA. Even though the CPUC acknowledged these issues in its 2018 PCIA decision and ordered a working group to explore the issue and develop compromise solutions, after more than a year since the working group submitted its compromise settlement it has not been taken up by the Commission. Hence legislation is needed to correct the current inequities embedded in the PCIA and SB 612 provides the solution.

Like the compromise settlement, SB 612 provides that IOU, CCA, and direct access customers have equal right to receive legacy resource products that were procured on their behalf in proportion to their load share if they pay the cost of those products. Importantly, the bill also seeks to optimize the PCIA by requiring the IOUs to improve transparency if contracts for legacy resources are renegotiated. This would allow CCAs and direct access providers, whose customers pay for their proportional share of those resources through the PCIA, the ability to understand and potentially engage in those negotiations on behalf of their customers. Since, unlike IOUs, CCAs do not have guaranteed cost recovery, they have direct incentive to minimize costs associated with these legacy contracts – adding this missing element to the contract renegotiation process has the potential to drive down costs which would benefit all California electricity customers.

This additional transparency and the commonsense allocation of energy related attributes that VCE customers already pay for through the PCIA will allow VCE to more effectively plan its energy portfolio to manage risk, avoid unnecessary compliance penalties, control costs, and reinvest in local programs and grid innovation to make California's electricity system cleaner and more reliable. We joined VCE in order to have greater control over the decisions that affect the electricity provided to our residents and businesses, and SB 612 increases our ability to make such decisions.

For these reasons, we support SB 612 and thank Senator Portantino for his leadership. We respectfully request your "Aye" vote when the bill is heard in committee.

Tom Stallard, Mayor
City of Woodland



SB 612 (PORTANTINO)
RATEPAYER EQUITY

SUMMARY

With the advent of California's shift to clean, greenhouse gas-free energy through passage of the original Renewable Portfolio Standard (RPS) in 2002 the Investor-Owned Utilities (IOUs) initially entered into contracts to procure renewable resources that were very expensive. Consequently, both current and former customers are footing the bill of those early "legacy" renewable contracts. However, while IOUs and their ratepayers receive the benefits of those contracts, CCA's and their ratepayers do not.

Over the last decade, millions of utility customers have transitioned from IOU electric service to Community Choice Aggregators (CCAs), local government-owned utilities choosing to purchase electricity on behalf of their communities. As part of this transition, CCA customers continue to share with IOU customers cost responsibility for legacy contracts entered into by IOUs prior to their departure for CCA service.

SB 612 simply ensures that all customers receive the benefits of the resources they are paying for, and that the costs of those contracts to all ratepayers are minimized. At a time when our communities are facing unprecedented economic hardships, it is more important than ever that we find every way possible to reduce utility bills by maximizing the benefits of energy already purchased.

BACKGROUND

Early procurement of renewable energy generation resources by California's IOUs resulted in a rapid transition to renewable energy. As renewable resources have grown to scale, both prices and market value for renewable energy have declined, leaving a significant portion of the IOU legacy resource portfolio underwater. Likewise, utility-owned generation operates at costs that are significantly above market. These parallel trends have produced billions of dollars of above-market costs needed to be recovered through the Power Charge Indifference Adjustment (PCIA).

The PCIA is a mechanism adopted by the Commission to ensure that when electric customers of an IOU depart from IOU service and receive their electricity from a non-IOU provider, such as a CCA, those customers remain responsible for costs previously incurred on their behalf by the IOUs.

While these resources produce high costs, they also produce valuable products such as renewable energy, hydroelectric energy, and resource adequacy, products needed by all energy providers to meet their clean energy goals and remain in compliance with reliability requirements. However, under the current structure, these products are retained by the IOU for its own compliance purposes.

PROBLEM

While all customers bear responsibility for these legacy resources, only IOU customers can meaningfully access the benefits. Conversely, while CCA customers must pay their fair share for those legacy resources, CCA customers do not have access to any of the beneficial attributes they are paying for. There is no good policy rationale for this inequitable treatment of CCA customers versus their IOU counterparts.

The California Public Utilities Commission (the Commission) has had opportunities to repair this inequity for four years, however it has failed to do so. Therefore, the Legislature must step in.

SOLUTION

SB 612 resolves this inequity by ensuring CCA customers have the ability to access their proportionate share of the benefits of IOU legacy contracts they are paying for, and also ensures IOUs manage their legacy contracts to maximize their value for IOU and CCA customers alike. CCA ratepayers will continue to be responsible for their fair share of legacy costs under SB XX. The bill is consistent with a common sense equitable solution previously presented to the Commission by CalCCA and other parties. It ensures fair and equal access to the benefits of legacy resources for all customers and ensures resources held in IOU portfolios are managed to maximize value for all customers.

Specifically, this bill:

- 1) Provides IOU, CCA, and direct access customers equal right to receive legacy resource products that were procured on their behalf in proportion to their load share if they pay the full cost of those products.
- 2) Requires the CPUC to recognize the value of GHG-free energy and any new products in assigning cost responsibility for above-market legacy resources, in the same way value is recognized for renewable energy and other products.
- 3) Requires IOUs to offer any remaining excess legacy resource products not taken by IOU, CCA, or direct access customers to the wholesale market in an annual solicitation.
- 4) Requires each IOU to transparently solicit interest from legacy resource contract holders in re-negotiating, buying out, or otherwise reducing costs from these contracts.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.11
SUBJECT: Joint letter between City of Woodland and Woodland Joint Unified School District (WJUSD)

Recommendation for Action: Staff recommends that the City Council approve a joint letter with WJUSD encouraging the community to continue practicing the habits that keep us safe and contain COVID-19.



Ken Hiatt
City Manager

Attachments:

1. WJUSD-CITY Joint Letter
2. WJUSD-CITY Joint Letter (Spanish)



WJUSD and the City of Woodland Encourages the Community to Continue Practicing the Habits that Keep Us Safe and Contain COVID-19

April 6, 2021

Dear Members of our Community,

Over the past year, Woodland community members have overcome many challenges and hardships due to the COVID-19 pandemic. We applaud your collective efforts to reduce the spread of the virus, allowing small businesses to re-open and enabling our students to return to the classroom.

As we transition to in-person learning, we cannot afford to slide backwards. We need everyone to continue practicing the habits that keep us safe and contain COVID-19:

- **Wear a mask.**
- **Wash your hands regularly.**
- **Practice social distancing.**
- **Limit large gatherings.**
- **Sign up for a COVID-19 vaccination appointment when available.**

While our efforts have significantly reduced local case numbers, the threat of COVID-19 and its variants remains. Sustained progress increases the likelihood of fully reopening our public schools in the fall and supports the recovery of our local economy.

There is light at the end of the tunnel. We are proud of our progress and the small, selfless acts that people make every day to keep our community healthy.

Together, we are making a difference.

Mayor Tom Stallard

President Jake Whitaker

Mayor Pro Tempore Mayra Vega

Vice President Rogelio Villagrana

Councilmember Richard Lansburgh

Clerk Deborah Bautista Zavala

Councilmember Victoria Fernandez

Trustee Morgan Childers

Councilmember Tania Garcia-Cadena

Trustee Bibiana Garcia

Trustee Kandice Richardson Fowler

Trustee Noel Rodriguez



WJUSD y la Ciudad de Woodland Alientan a la Comunidad a Continuar Practicando los Hábitos que Nos Mantienen Seguros y Contienen COVID-19

6 de abril de 2021

Queridos Miembros de nuestra Comunidad,

Durante el año pasado, los miembros de la comunidad de Woodland han superado muchos desafíos y dificultades debido a la pandemia de COVID-19. Aplaudimos sus esfuerzos colectivos para reducir la propagación del virus, permitiendo que las pequeñas empresas vuelvan a abrir y permitiendo que nuestros estudiantes regresen al aula.

A medida que hacemos la transición al aprendizaje en persona, no podemos darnos el lujo de retroceder. Necesitamos que todos sigan practicando los hábitos que nos mantienen seguros y contienen COVID-19:

- Use una mascarilla.
- Lávese las manos con regularidad.
- Practique el distanciamiento social.
- Limite las reuniones grandes.
- Regístrese para una cita de vacunación COVID-19 cuando esté disponible.

Mientras nuestros esfuerzos han reducido significativamente el número de casos locales, la amenaza de COVID-19 y sus variantes persiste. El progreso sostenido aumenta la probabilidad de reabrir completamente nuestras escuelas públicas en el otoño y apoya la recuperación de nuestra economía local.

Hay luz al final del túnel. Estamos orgullosos de nuestro progreso y de los pequeños actos desinteresados que la gente realiza todos los días para mantener saludable a nuestra comunidad.

Juntos estamos marcando la diferencia.

Mayor Tom Stallard

President Jake Whitaker

Mayor Pro Tempore Mayra Vega

Vice President Rogelio Villagrana

Councilmember Richard Lansburgh

Clerk Deborah Bautista Zavala

Councilmember Victoria Fernandez

Trustee Morgan Childers

Councilmember Tania Garcia-Cadena

Trustee Bibiana Garcia

Trustee Kandice Richardson Fowler

Trustee Noel Rodriguez



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.12
SUBJECT: COVID-19 Supplemental Paid Sick Leave Policy

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the COVID-19 Supplemental Paid Sick Leave Policy.

Staff Contact:

Kim McKinney, Finance Officer, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact:

Approval of the COVID-19 Supplemental Paid Sick Leave Policy does not have any direct fiscal impact. City costs associated with providing the required leave may be eligible for reimbursement from COVID-19 relief funds.

Background:

On March 19, 2021, Governor Newsom signed into law SB 95, which provides COVID-19 Supplemental Paid Sick Leave to employees who are unable to work or telework due to COVID-19 reasons. This law applies to the City, and provision of this new leave is required, effective January 1, 2021. The City provided Emergency Paid Sick Leave (EPSL) and Emergency Family and Medical Leave Expansion Act (EFMLA) to employees from April 1, 2020 through March 31, 2021.

Discussion:

The COVID-19 Supplemental Paid Sick Leave Policy provides for a new leave type that is not typically provided to employees. Under this policy, the City will provide up to 80 hours of paid sick leave for any full-time employee who is unable to work or telework due to the following reasons:

- The employee is subject to a quarantine or isolation period related to COVID-19.
- The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- The employee is attending an appointment to receive a vaccine for protection against COVID-19.
- The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework.
- The employee is experiencing symptoms related to COVID-19 and seeking medical diagnosis.
- The employee is caring for a family member who is subject to a quarantine or isolation order or has been advised to self-quarantine.
- The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

Specific definitions, duration of leaves, relationship to other leaves, and process for requesting leave are provided in the attached policy document. Unless extended by the City, this policy will expire on September 30, 2021.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the COVID-19 Supplemental Paid Sick Leave Policy

Prepared by: Kim McKinney, Finance Officer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a stylized, flowing script.

Ken Hiatt
City Manager

Attachments:

1. Resolution Adopting COVID-19 Supplemental Paid Sick Leave Policy
2. COVID19 Supplemental Paid Sick Leave Policy
3. Reso_7665 Approvind COVID-19 Supp Paid Sick Leave Policy

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING THE COVID-19 SUPPLEMENTAL
PAID SICK LEAVE POLICY**

WHEREAS, the City has been and is taking all appropriate actions to protect public health and limit the spread of COVID-19, which has been determined by the World Health Organization to be a pandemic; and

WHEREAS, the Governor of the State of California declared a state of emergency on March 4, 2020, the Yolo County Board of Supervisors ratified a local and public health emergency on March 10, 2020, and the President of the United States declared a national emergency on March 13, 2020; and

WHEREAS, the City Council on March 17, 2020 declared a state of local emergency; and

WHEREAS, in compliance with the Yolo County Health Officer's shelter in place order of March 18, 2020, the City of Woodland began taking steps to reduce its operations and to only have essential City personnel remain at work and in the field; and

WHEREAS, the federal government approved the Families First Coronavirus Response Act ("FFCRA") on March 18, 2020, which requires the City to provide both Emergency Paid Sick Leave and expanded Family and Medical Leave to eligible employees from April 1, 2020 through December 31, 2020; and

WHEREAS, the FFCRA contains both the Emergency Family and Medical Leave Expansion Act (EFMLA), which expands and provides an additional reason for leave under the FMLA, and the Emergency Paid Sick Leave Act (EPSL), which creates a new paid leave entitlement; and

WHEREAS, the FFCRA provides leave for eligible City employees who are ill with COVID-19, have symptoms and are waiting for a COVID-19 diagnosis, are quarantined due to a health care provider's advisement due to concerns related to COVID-19, are caring for someone with COVID-19, cannot work due to needing to take care of children as a result of not having child care or a school closure due to COVID-19;

WHEREAS, the City Council approved Resolution 7437 ratifying the FMLA Expansion and Emergency Paid Sick Leave Policy on April 14, 2020;

WHEREAS, the federal requirement to provide the EFMLA and EPSL leave entitlements expired on December 31, 2020;

WHEREAS, the City elected to voluntarily extend the EFMLA and EPSL leaves, with modifications, through March 31, 2021; and

WHEREAS, the State of California passed SB95 into law on March 19, 2021, requiring the City to provide COVID-19 supplemental paid sick leave to eligible employees from January 1, 2021 through September 30, 2021; and

WHEREAS, the City is committed to working with its entire workforce, including emergency responders and Disaster Service Workers, through creative scheduling and assignments to assist its employees in addressing the needs of their families.

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

Section 1. The City Council hereby approves the COVID-19 Supplemental Paid Sick Leave Policy.

Section 2. As specified in the Policy, the policy is effective January 1, 2021, and shall remain in effect until September 30, 2021

Section 3. The Policy may be updated based on additional guidance from the Department of Labor.

Section 4. Additional paid sick leave provided by this policy will not be provided beyond September 30, 2021, shall not be carried forward to the next year, shall have no cash value, shall not be credited towards service credit within the Public Employees Retirement System, and may not be donated or used for any other purpose other than those stated in the Policy.

Section 5. The City Manager is hereby directed to implement the Policy.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland on the 6th day of January, 2021, by the following vote:

AYES:

NOES:

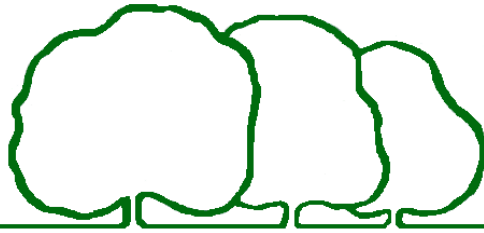
ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



City of Woodland

ADMINISTRATIVE POLICY

Policy No.

Date Issued: March 29, 2021

Date Revised:

Version No.: 1

Approved by: _____

Ken Hiatt, City Manager

COVID -19 SUPPLEMENTAL PAID SICK LEAVE POLICY

PURPOSE AND BACKGROUND

On March 19, 2021, Governor Newsom signed into law SB 95 which provides COVID-19 Supplemental Paid Sick Leave to employees who are unable to work or telework due to COVID-19 reasons.

Covered Employers and Employees

This law applies to the City of Woodland. Employees who are not able to work or telework for any of the reasons related to COVID-19 as defined by this new law (see below) may qualify for the paid leave. There is no length of service requirement for the leave entitlement provided under the new law.

This new law is effective January 1, 2021 until September 30, 2021.

Reasons for Leave

Employees are entitled to leave for the following reasons:

- The employee is subject to a quarantine or isolation period related to COVID-19.
- The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- The employee is attending an appointment to receive a vaccine for protection against COVID-19.
- The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework.
- The employee is experiencing symptoms related to COVID-19 and seeking medical diagnosis.

- The employee is caring for a family member who is subject to a quarantine or isolation order or has been advised to self-quarantine.
- The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

Amount of Leave

Full-time employees are entitled to 80 hours of COVID-19 supplemental paid sick leave. "Full time" is defined as either an employee who is classified as full-time by the City or who was scheduled to work, on average, 40 hours or more per week in the two weeks preceding the date on which leave is taken.

If an employee is not classified as full time, the employee's schedule and length of employment will determine the amount of their leave entitlement as follows:

- An employee with a regular schedule is entitled to the total number of hours the employee is normally scheduled to work for the employer over two weeks.
- An employee with a variable schedule is entitled to 14 times the average number of hours the employee worked each day for the employer in the six months preceding the leave.
- An employee with a variable schedule who has worked for the employer for 14 days or less is entitled to the total number of hours the employee has worked for the employer.

The rate of pay for the leave for nonexempt employees shall be calculated by the highest of the following:

- The employee's regular rate of pay for the workweek in which the employee uses the leave.
- A formula dividing the covered employee's total wages (not including overtime) by the employee's total hours worked in the full pay period for the prior 90 days of employment.

For exempt employees, the leave will be paid at the rate that the employer calculates wages for other forms of paid leave time. The amount paid for supplemental paid sick leave is capped at \$511 per day and \$5,110 in aggregate.

Although not adopted until March 19, this new law is effective January 1, 2021 and is retroactive, which may require the need to consider retroactive payments. Any retroactive payment of leave will be handled on the April 2021 payday, provided the proper documentation is received in time for processing.

Notice Requirement

Full time Employees

Employers are required to provide employees with notice of this new law. Additionally the City will also need to provide employees with written notice of available leave balances after the April 2021 pay period.

Seasonal/Part time Employees

For employees who work a variable schedule, this leave balance notice can be satisfied by performing an initial calculation of hours and indicating "(variable)" next to that calculation.

Process

Retroactive Leave (January 1, 2021 to March 31, 2021)

Employees may request either orally or in writing the need to take the COVID Supplemental Paid Sick Leave. Documentation will be required for any retroactive request.

Leave Usage March 31, 2021 through September 30, 2021.

The employee should request the leave either orally or in writing. The City will require follow-up documentation outlined below.

Required Documentation

Reason for leave: The employee is subject to a quarantine or isolation period related to COVID-19.

Documentation: A Doctor's note stating the period of quarantine or isolation.

Reason for leave: The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

Documentation: A Doctor's note stating the period of quarantine or isolation.

Reason for leave: The employee is attending an appointment to receive a vaccine for protection against COVID-19.

Documentation: Proof of vaccine appointment.

Reason for leave: The employee is experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work or telework.

Documentation: Proof of vaccine appointment

Reason for leave: The employee is experiencing symptoms related to COVID-19 and seeking medical diagnosis.

Documentation: A Doctor's note stating the employee is seeking medical assistance due to COVID-19

Reason for leave: The employee is caring for a family member who is subject to a quarantine or isolation order or has been advised to self-quarantine.

Documentation: A Doctor's note stating the period of quarantine or isolation and relationship to the employee.

Reason for leave: The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

Documentation: A note from the school/day care stating the facility is closed or unavailable due to COVID-19 reasons.

RESOLUTION NO. 7665

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE COVID-19 SUPPLEMENTAL PAID SICK LEAVE POLICY

WHEREAS, the City has been and is taking all appropriate actions to protect public health and limit the spread of COVID-19, which has been determined by the World Health Organization to be a pandemic; and

WHEREAS, the Governor of the State of California declared a state of emergency on March 4, 2020, the Yolo County Board of Supervisors ratified a local and public health emergency on March 10, 2020, and the President of the United States declared a national emergency on March 13, 2020; and

WHEREAS, the City Council on March 17, 2020 declared a state of local emergency; and

WHEREAS, in compliance with the Yolo County Health Officer's shelter in place order of March 18, 2020, the City of Woodland began taking steps to reduce its operations and to only have essential City personnel remain at work and in the field; and

WHEREAS, the federal government approved the Families First Coronavirus Response Act ("FFCRA") on March 18, 2020, which requires the City to provide both Emergency Paid Sick Leave and expanded Family and Medical Leave to eligible employees from April 1, 2020 through December 31, 2020; and

WHEREAS, the FFCRA contains both the Emergency Family and Medical Leave Expansion Act (EFMLA), which expands and provides an additional reason for leave under the FMLA, and the Emergency Paid Sick Leave Act (EPSL), which creates a new paid leave entitlement; and

WHEREAS, the FFCRA provides leave for eligible City employees who are ill with COVID-19, have symptoms and are waiting for a COVID-19 diagnosis, are quarantined due to a health care provider's advisement due to concerns related to COVID-19, are caring for someone with COVID-19, cannot work due to needing to take care of children as a result of not having child care or a school closure due to COVID-19;

WHEREAS, the City Council approved Resolution 7437 ratifying the FMLA Expansion and Emergency Paid Sick Leave Policy on April 14, 2020;

WHEREAS, the federal requirement to provide the EFMLA and EPSL leave entitlements expired on December 31, 2020;

WHEREAS, the City elected to voluntarily extend the EFMLA and EPSL leaves, with modifications, through March 31, 2021; and

WHEREAS, the State of California passed SB95 into law on March 19, 2021, requiring the City to provide COVID-19 supplemental paid sick leave to eligible employees from January 1, 2021 through September 30, 2021; and

WHEREAS, the City is committed to working with its entire workforce, including emergency responders and Disaster Service Workers, through creative scheduling and assignments to assist its employees in addressing the needs of their families.

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

Section 1. The City Council hereby approves the COVID-19 Supplemental Paid Sick Leave Policy.

Section 2. As specified in the Policy, the policy is effective January 1, 2021, and shall remain in effect until September 30, 2021

Section 3. The Policy may be updated based on additional guidance from the Department of Labor.

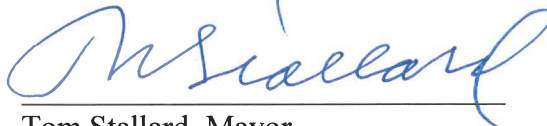
Section 4. Additional paid sick leave provided by this policy will not be provided beyond September 30, 2021, shall not be carried forward to the next year, shall have no cash value, shall not be credited towards service credit within the Public Employees Retirement System, and may not be donated or used for any other purpose other than those stated in the Policy.

Section 5. The City Manager is hereby directed to implement the Policy.

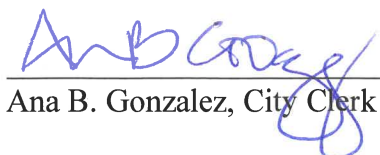
Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote:

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


Tom Stallard, Mayor

ATTEST:


Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.13
SUBJECT: Limited Term Information Technology Analyst Position

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the addition of a limited term Information Technology Analyst position to temporarily backfill existing Information Technology staff during the deployment of a new financial and land management system

Staff Contact:

Scott Sawin, Information Technology Manager, (530) 661-7979, scott.sawin@cityofwoodland.org

Fiscal Impact:

The proposed additional position does not require any further budget action; funding for this position is already appropriated and included in the FY2020/21 operating and capital budgets.

Discussion:

The City has been utilizing Tyler Technologies Eden, Enterprise Resource Planning (ERP) system for the past ten years. The system supports the majority of City functions, including financials, budgeting, human resources, utility billing and land management (permits and licensing). Tyler Eden is still fully supported by Tyler Technologies, but they are no longer developing the product, and have encouraged users to plan for eventual transition away from the Eden product. This lack of development has severely hindered the City's ability to offer additional online services, and resources allocated in technical support of the Eden product have been and continue to be reduced. Monies were allocated in the FY2020/21 budget to replacing this aging system.

In December 2020, the City issued a request for proposal (RFP) to replace the system, with product demonstrations occurring in March and April, and with a goal of starting implementation in August 2021. Implementation of an ERP system is an enormous effort that requires extensive staff time to ensure accuracy and success. During the last ERP implementation, as is expected to be the case in the upcoming effort, Information Technology staff play a crucial role in successfully deploying and maintaining the system. Due to this critical role, the project budget for the new system includes funding for a limited term Information Technology Analyst position. This position will backfill the daily operations of existing IT staff to allow appropriate staff to dedicate necessary time to the project; this position is expected to be needed for approximately two years.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the addition of a limited term Information Technology Analyst position to temporarily backfill existing Information Technology staff during the deployment of a new Financial and Land Management System

Prepared By: Scott Sawin, Information Technology Manager

Reviewed By: Kimberly McKinney, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Reso for Limited Term IT Analyst Position
2. Reso_7666 Limited Term IT Analyst Position

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE ADDITION OF A LIMITED TERM INFORMATION
TECHNOLOGY ANALYST POSITION.**

WHEREAS, the City is replacing its Enterprise Resource Planning system; and

WHEREAS, the City's information technology department staffing is a crucial component of successful implementation; and

WHEREAS, the City seeks to authorize an additional position, for a limited term, in the information technology division to allow adequate staffing for project implementation; and

WHEREAS, authorization of this position will not result in any impact to the fiscal year 2021/21 budget; and

WHEREAS, staff hereby recommends addition of one (1) Information Technology Analyst to the authorized position in the fiscal year 2020/2021 budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND
HEREBY RESOLVES:**

Authorize the addition of one (1) limited term Information Technology Analyst in the Administrative Services Department.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 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

RESOLUTION NO. 7666

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE ADDITION OF A LIMITED TERM INFORMATION
TECHNOLOGY ANALYST POSITION**

WHEREAS, the City is replacing its Enterprise Resource Planning system; and

WHEREAS, the City's information technology department staffing is a crucial component of successful implementation: and

WHEREAS, the City seeks to authorize an additional position, for a limited term, in the information technology division to allow adequate staffing for project implementation; and

WHEREAS, authorization of this position will not result in any impact to the fiscal year 2021/21 budget; and

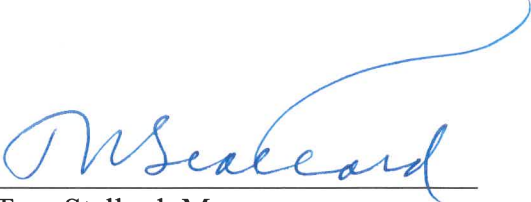
WHEREAS, staff hereby recommends addition of one (1) Information Technology Analyst to the authorized position in the fiscal year 2020/2021 budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY
RESOLVES:**

Authorize the addition of one (1) limited term Information Technology Analyst in the Administrative Services Department.

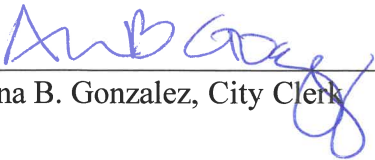
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.14
SUBJECT: Development of Spring Lake Parks; Approve Consultant Agreement

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, to approve a consultants services agreement with Callander Associates in an amount not to exceed \$530,000 for the Spring Lake Park N1 Phase 2, CIP 20-03 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$53,000).

Staff Contact:

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

Fiscal Impact:

The approved Capital Budget includes \$776,417 for the project consisting of \$300,000 SLIF Parks & Recreation (Fund 640) in FY 19/20 and \$476,417 in Spring Lake (Fund 594) in FY20/21

There is no impact to the General Fund.

Background:

The Spring Lake Specific Plan includes three neighborhood parks and a central park. The first neighborhood park, Jack Slaven Park, was built in 2010 and is located on Mickle Avenue and Ortiz Avenue. The construction of this park developed 6.7 acres of park improvements and left 1.3 acres undeveloped.

The second park, Rick Gonzales Sr. Park, was built in 2018 and is located on Mickle Avenue and Centennial Drive next to Spring Lake Elementary School. This park is 10-acres, of which 7 acres were developed with the first construction phase and 3 acres remains undeveloped.

The third park, Spring Lake Park, is located on Shellhammer Dr. and Osborn Dr. Two acres of this 8-acre park were developed in 2018. At the time this project was under construction the subdivision surrounding the park was still under construction and no residents were living in the area.

The currently unnamed central park is located on Parkland Avenue and Harry Lorenzo Avenue surrounded by the Spring Lake Central subdivisions. It is planned to be up to 5-acres based upon funding available at the time of construction. This park is not included as part of this contract effort.

In 2015, the City had master plans drafted to show preferred amenities for Rick Gonzales Sr. and Spring Lake Park. The City presented the draft master plan for the parks at several public meetings. With this current phase, City staff plans to assess the overall Spring Lake Specific Plan amenities to determine if the master plans meet the current needs of the community.

The City anticipates having enough Spring Lake Parks funding to complete Jack Slaven, Rick Gonzales Sr. and Spring Lake Park with this next phase of park construction. This funding will include project management, design, construction and inspection. The total project cost is estimated to be \$4.6 million.

Discussion:

The City received Statement of Qualifications from consultants in response to the Request for Qualifications advertised in November of 2020. Staff reviewed, scored and ranked the 13 statements received and Callander Associates was the top rated consultant.

Staff is requesting that Council approve the consultant service agreement with Callander Associates in the amount not to exceed \$530,000.00. The scope of this agreement is to provide design services for the remaining phases of the parks.

If approved, staff anticipates executing the contract with project design complete and ready for bid by early 2022. Part of this contract includes public process to engage Spring Lake residents to receive input on the preferred park amenities and overall park design. This task is will take place this summer 2021. This timeline will allow for project construction in 2022.

Conclusion:

Staff recommends the City Council adopt Resolution No. _____, to approve a consultants services agreement with Callander Associates in an amount not to exceed \$530,000 for the Spring Lake Park N1 Phase 2, CIP 20-03 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$53,000).

Prepared by: Clara Olmedo, Associate Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Spring Lake Park Master Plan
3. Rick Gonzales Sr. Park Master Plan
4. Park Location Exhibit
5. Reso_7667 SL Park N1 Ph2 Project #20-03

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE THE CONSULTANT SERVICES AGREEMENT WITH CALLANDER AND
ASSOCIATES FOR THE SPRING LAKE PARK N1 PHASE 2 PROJECT
CIP 20-03**

WHEREAS, the project is included as the Spring Lake Park N1 Phase 2, CIP 20-03 in the FY 20/21 Capital Budget with a total budget of \$776,417.00; and

WHEREAS, the City wishes to enter into and approve the consultant services agreement with Callander 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 Callander Associates, in the amount not to exceed \$530,000 for the Spring Lake Park N1 Phase 2 Project, CIP 20-03, and authorizes the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$53,000).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

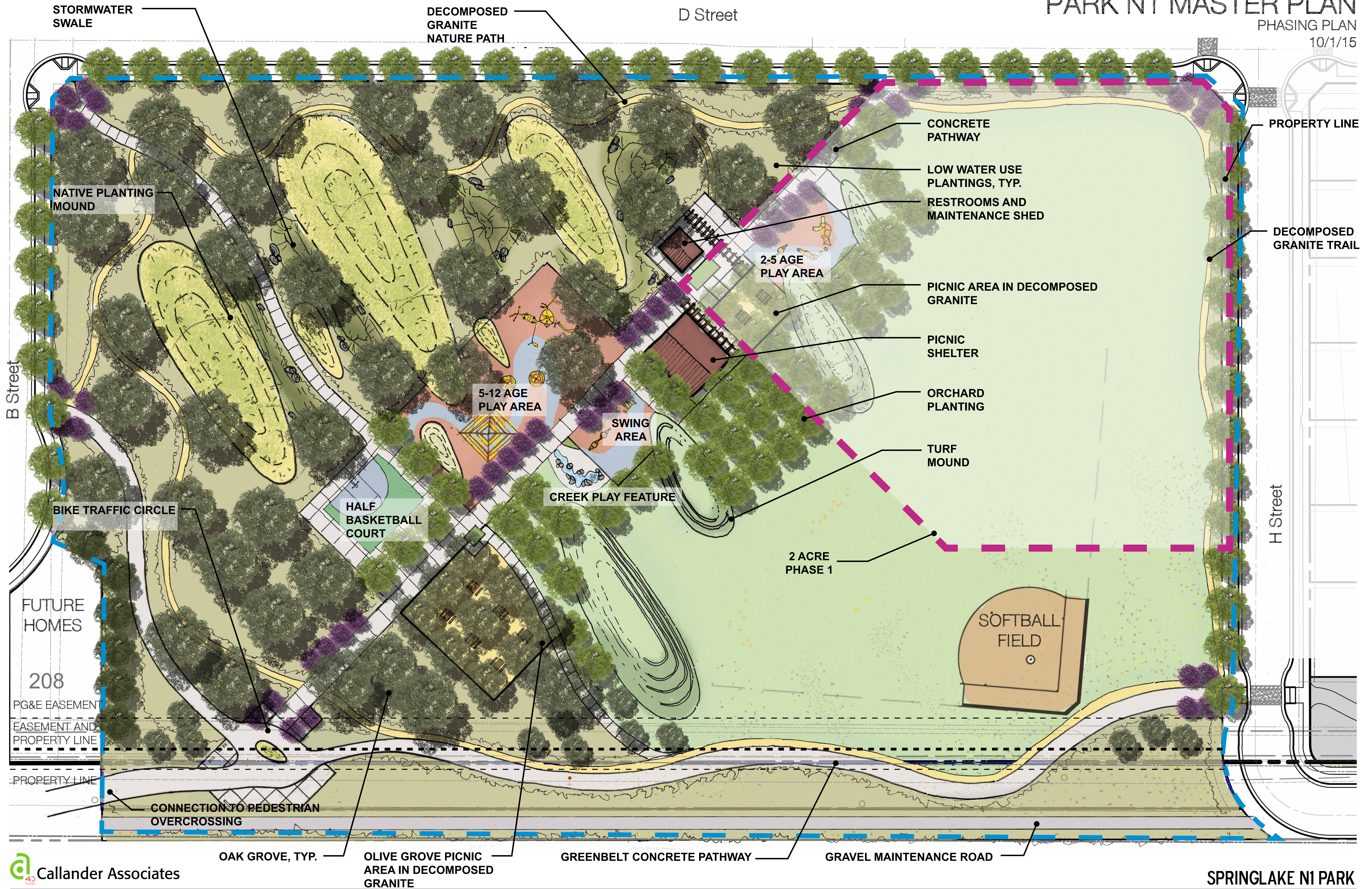
ATTEST:

Ana B. Gonzalez, City Clerk

PARK N1 MASTER PLAN

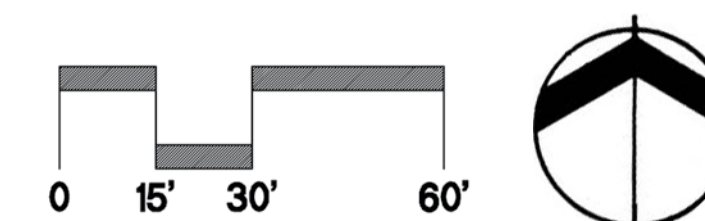
PHASING PLAN

10/1/15



Callander Associates

Landscape Architecture
Park and Recreation Design
Neighborhood Parks
15.002 Springlake N1 Park © copyrighted 2015 Callander Associates Landscape Architecture, Inc.

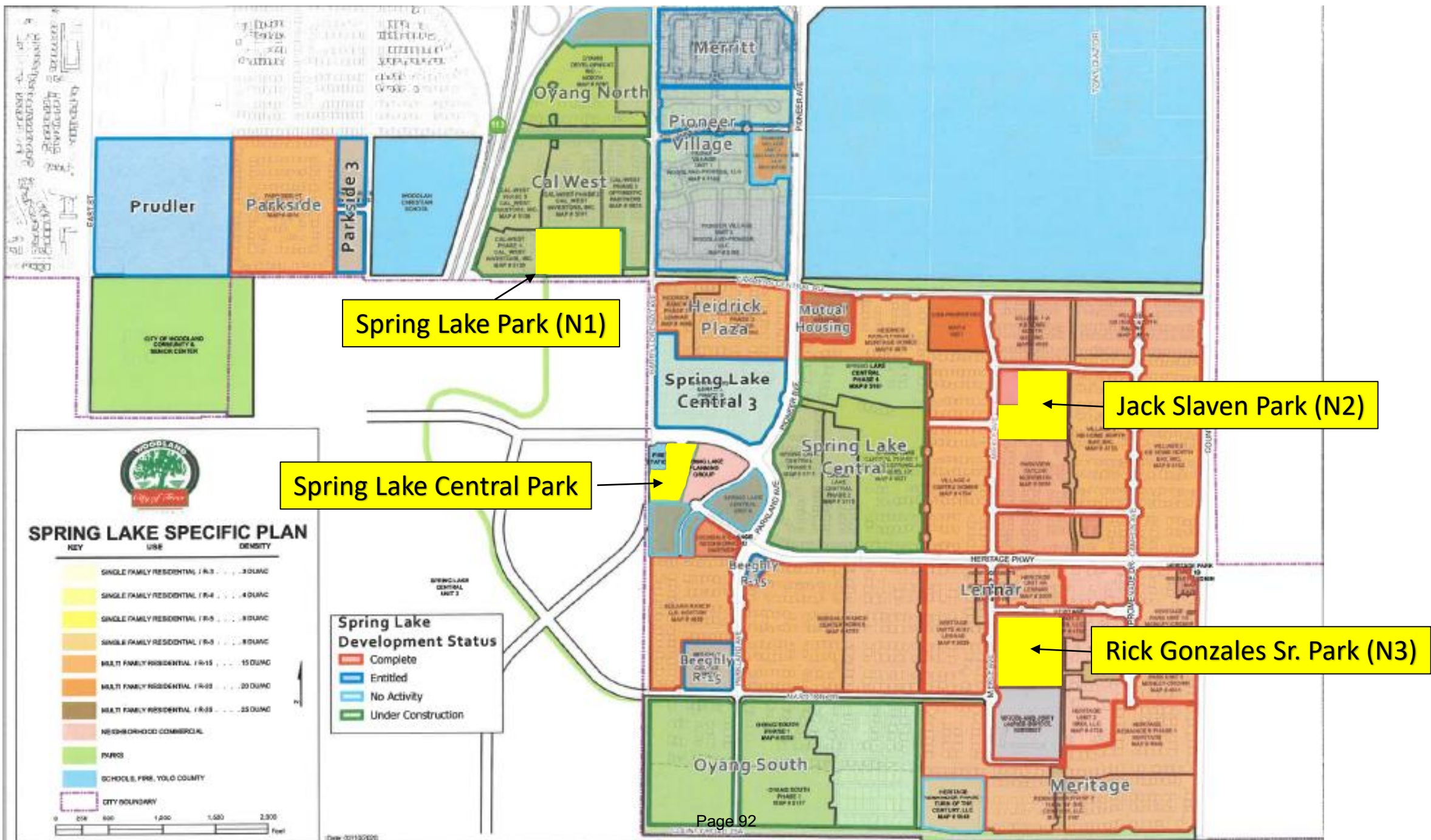


City of Woodland

PARK N3 MASTER PLAN

CONCEPT PLAN
06/14/16





RESOLUTION NO. 7667

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE THE CONSULTANT SERVICES AGREEMENT WITH CALLANDER AND
ASSOCIATES FOR THE SPRING LAKE PARK N1 PHASE 2 PROJECT
CIP 20-03**

WHEREAS, the project is included as the Spring Lake Park N1 Phase 2, CIP 20-03 in the FY 20/21 Capital Budget with a total budget of \$776,417.00; and

WHEREAS, the City wishes to enter into and approve the consultant services agreement with Callander 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 Callander Associates, in the amount not to exceed \$530,000 for the Spring Lake Park N1 Phase 2 Project, CIP 20-03, and authorizes the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$53,000).

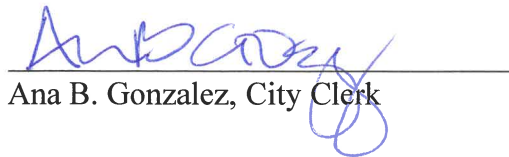
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:


Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.15
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #14 with Wood Rodgers for Consulting Services

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to: 1) execute Amendment #14 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$164,570; and 2) amend the project budget increasing the budget by \$200,000 to \$5,479,000 for the Lower Cache Creek Feasibility Study, CIP #09-15

Staff Contact:

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

Fiscal Impact:

Wood Rodgers has been involved in the City's flood protection and storm water management efforts for several years including development of flood protection alternatives and hydraulic modeling. Approval of amendment #14 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$1,617,554. The amendment covers Wood Rodgers' services through the attached scope of work. The work included in this scope is cost shared with the California Department of Water Resources – Urban Flood Risk Reduction Grant for the respective work tasks.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 16, 2020. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the Urban Flood Risk Reduction (UFRR) grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

This work is included in the UFRR grant which covers approximately 50% of the storm drainage analysis work. The City has received a total of \$429,000 in private stakeholder funding to cover the City's share of the cost. The private stakeholder funding is credited against future development fees when their parcels develop. The intent is that the cost of this work is split between the reimbursements from the UFRR grant and private stakeholders with minimal direct cost to the City. The increase in the project budget by \$200,000 to \$5,479,000 reflects the additional funding provided to the project from the private stakeholders.

Background:

The Army Corps of Engineers led Lower Cache Creek Feasibility Study completed the Agency Decision Milestone (ADM) and is now working towards the Feasibility Level Design Milestone. The majority of the work in this milestone consists of refinement of the engineering for the Recommended Plan (Modified Alternative 2A). The Woodland Flood Risk Reduction Project (Project) collects floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and directs the flood water to the Yolo Bypass. The Project conveys the flood water into the Cache Creek Settling Basin (CCSB) and partially into the City's storm drainage system. Additionally, local modifications are necessary to enhance the Corps Alternative 2A to

provide a 200-year level of flood protection as required by California SB-5.

Contract Amendment #10, executed in November 2019 with Wood Rodgers included the scope of work necessary to address modifications to internal storm drainage features resulting from the Alternative 2A levee footprint and additional storm drainage flows into the City's existing drainage system from the Woodland Flood Risk Reduction Project conveyance channel. Certain tasks required to complete the storm drainage analysis were omitted from that scope of work. Contract Amendment #14 with Wood Rodgers includes the necessary scope to complete those tasks. The City completed a North Area Storm Drainage Facilities Master Plan (NASDFMP) in 2006 that included planned storm drainage facilities in the northern portion of Woodland. The Alternative 2A levee would occupy portions of the land for the planned drainage facilities. The 2006 NASDFMP also needs to be updated to meet current Yolo County hydrology standards and accommodate planned development in the industrial area included in the General Plan. The scope of work includes updates to the hydrology, General Plan, and storm drainage facilities necessary to accommodate the Woodland Flood Risk Reduction Project.

Discussion:

Wood Rodgers recently completed the South Urban Growth Area Storm Drainage Facilities Master Plan to cover planned growth in the southern portion of Woodland and a similar effort is necessary for the northern portion of Woodland and to accommodate the Woodland Flood Risk Reduction Project. Wood Rodgers also completed the engineering work on the Lower Cache Creek Feasibility Study and understands the storm drainage impacts of the Alternative 2A project footprint.

Ultimately, all storm drainage within Woodland and portions of Yolo County flow to the Yolo Bypass through the City's Outfall Channel and culverts through the Yolo Bypass West Levee between I-5 and the Cache Creek Settling Basin. One of the goals of this project and the earlier South Urban Growth Area Master Plan is to understand the peak storm drainage flows expected in the Outfall Channel and culverts. There is a separate effort underway to replace and upsize the culverts through the Yolo Bypass West Levee because they do not have adequate capacity and are in poor condition. This work will help to inform the culvert replacement project.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to: 1) execute Amendment #14 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$164,570; and 2) amend the project budget increasing the budget by \$200,000 to \$5,479,000 for the Lower Cache Creek Feasibility Study, CIP #09-15.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

2. Woodland_North_SDFMP_Remainder-20210203
3. Reso_7668 Wood Rodgers_Amend #14

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #14 WITH WOOD RODGERS FOR ENGINEERING
CONSULTING SERVICES**

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services amendment with Wood Rodgers for Engineering Services (“Agreement”); and

WHEREAS, Wood Rodgers was selected through a quality based selection process; and

WHEREAS, Wood Rodgers has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2013; and

WHEREAS, Wood Rodgers will continue providing engineering design services, including coordination with Department of Water Resources and City consultants to advance the feasibility studies and environmental documents that are currently underway; and

WHEREAS, the contract amendment with Wood Rodgers authorizes an additional contract amount of \$164,570 to cover the additional scope of work. The current contract amount is \$1,452,984. With this amendment, the new contract amount is \$1,617,554; and

WHEREAS, approximately half of the cost of this work is included in the Urban Flood Risk Reduction Grant for the Lower Cache Creek Feasibility Study and the City’s (or non-UFRR grant) share of the work is funded through developers in the study area; and

WHEREAS, the City Council wishes to increase the budget for the project (CIP #09-15) from \$5,279,000 to \$5,479,000 by appropriating \$200,000 of Storm Drain Development Fee funding (Fund 581) provided by private stakeholders to analyze the impacts of the Woodland Flood Risk Reduction Project on the existing storm drainage infrastructure and incorporate planned development included in the General Plan.

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

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

Section 1. The City Council hereby approves the Amendment with Wood Rodgers in the amount of \$164,570 for a total contract amount of \$1,617,554. 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 in the Agreement does not change.

Section 2. The City Council hereby approves the increase in the project budget for CIP #09-15 from \$5,279,000 to \$5,479,000 through the appropriation of \$200,000 of Storm Drainage Development fees (Fund 581) provided by developers to analyze storm drainage impacts.

Section 3. Copies of the Consultant Agreement for Design 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 6th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



February 3, 2021

Mr. Brent Meyer, City Engineer
City of Woodland
300 First Street
Woodland, California 95695

Dear Mr. Meyer,

Subject: City of Woodland, Engineering Services Proposal for Development of Stormwater Drainage Facilities Master Plan Update (Remaining Scope Items)

At the request of the City of Woodland (City), Wood Rodgers, Inc. (Wood Rodgers) has prepared the enclosed Engineering Services Proposal for completing the North Area Storm Drainage Facilities Master Plan (SDFMP) Update for the City. The City initially authorized work on the North Area SDFMP Update in November of 2019; however, certain tasks were excluded from the Scope of Work (SOW) due to budget constraints (see Contract CM#000156, Amendment 10 between the City and Wood Rodgers, and Wood Rodgers' Proposal dated October 7, 2019). The City has recently received the remaining funds necessary to complete the work and, therefore, this proposal requests authorization for the remaining funds to be used to complete the full SOW for the project.

Wood Rodgers' proposed SOW for the remaining (not previously authorized) work is outlined below.

SCOPE OF WORK

Task 1 - Perform Project Management

Under Task 1, Wood Rodgers will provide supplemental Project Management for the work associated with the additional SOW items included herein. For a full description of Project Management related to this work, refer to Task 1 of Contract Amendment No. 10.

Task 2 - Collect/Review Existing Data

In addition to the collection and review of data necessary for the work authorized to date, Task 2 will be augmented to authorize Wood Rodgers to perform a field review and a general conditions assessment for City drainage infrastructure in the North Area including existing pump stations, drainage channels, pipelines, manholes, and other ancillary facilities in the North Area sheds. The pump station review will be performed by a civil engineer, and will include observation of pumps in operation (where possible) and pump station equipment. The review will be used to validate the pump station motor/pump capacity in the modeling and to identify any significant deficiencies at each pump station. It is assumed that the pump

station assessments will be performed with City operations staff present. Other City infrastructure including drainage inlets, pipelines, drainage ditches, and other features will also be reviewed by a Civil Engineer and documented as part of the Conditions Assessment. This assessment will be performed on selected sample portions of the system that could be representative of the whole. For pipelines, storm drain manhole lids will be removed and the condition of the manhole and pipe visible will be photo-documented using equipment to allow a camera to be lowered into the manhole. Wood Rodgers will not be entering pipelines or manholes as part of the assessment. The results of the assessment will be documented in the SDFMP Update.

Task 5 - Develop Proposed Conditions Hydrology and Hydraulics

Additional work under Task 5 includes determination of proposed conditions hydrology and hydraulics for the North Area sheds without the US Army Corps of Engineers (USACE) Lower Cache Creek Project (LCCP) in place. Although significant progress has been made in the planning and feasibility study-level aspects of the LCCP, design and construction of the Project is still a number of years in the future. The analysis performed under Task 5 will develop drainage solutions (at a high level) to mitigate impacts of proposed development on the existing Cache Creek floodplain located north of the City. For impacts to be considered fully mitigated, all increases in water surface for the 200-year event must be eliminated or contained to the property lines associated with the proposed development.

The configuration of proposed buildings plays an important role in determining if floodplain impacts can be fully mitigated. Wood Rodgers will request an initial layout configuration from the developers (through the City) for this analysis. A maximum of three iterations are anticipated to determine a solution to fully mitigate impacts and/or restrict impacts to developing properties.

The remaining two alternatives to be added to the SOW are as follows:

1. Storage-based drainage approach without the Cache Creek Project constructed
2. Conveyance-based drainage approach without the Cache Creek Project constructed

Wood Rodgers will provide an estimate of drain time for the City facilities to drain the residual flooding from a Cache Creek 200-year flood event using ultimate local drainage facilities under both alternatives.

Task 6 - Prepare SDFMP Update

Under Task 6, Wood Rodgers will complete remaining tasks under the originally proposed SOW including the preparation of the Final SDFMP Update (and performing independent quality control review of the document) and Draft and Final Cost Allocation Reports. It is noted that the initial SOW included the development of cost estimates for proposed facilities that are associated with the “with-LCCP” alternatives. The SOW under this budget

amendment includes the costs associated with developing cost estimates for the “without-LCCP” alternatives, and the preparation of the Draft and Final Cost Allocation Reports.

SCHEDULE

The initial work authorized under CM#00156, Task Order 10 is scheduled for completion within 12 months from receiving the November 2020 Notice to Proceed. The work included in this supplemental SOW is not proposed to modify the previous schedule.

BUDGET

Wood Rodgers’ proposed budget for the work is included as **Table 1**. The work is proposed to be carried out in accordance with the contract between the City and Wood Rodgers, and the proposed budget is to be performed on a Time and Materials basis not to exceed the total amount without prior written authorization from the City.

If you have any questions regarding this proposal, please contact me at 916-919-3073.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonathan", with a long horizontal flourish extending to the right.

Jonathan Kors, P.E.
Vice President

Enclosures

TABLE 1
WOOD RODGERS PROPOSED BUDGET
CITY OF WOODLAND NORTH AREA SDFMP - REMAINDER TASKS FOR FULL STUDY

TASK ID	DESCRIPTION	870	Role	PIC	P.M.	H&H Engineer	Instruction Cos	GIS	Staff	Proj. Cord.	TOTAL LABOR-HOURS	DIRECT LABOR	OTHER COSTS	TOTAL COSTS
			Name	J. Kors	M. Nowlan	W. Li	C. Hilliard	J. Priest	M. Zimmerman	C. Levin				
			Classification	Princ. Eng. II	Assoc. Eng. II	Eng. III	Assoc. Eng. I	GIS III	Eng. II	Proj. Coord.				
			Rate	\$ 255	\$ 210	\$ 180	\$ 190	\$ 180	\$ 170	\$ 135				
1.1	Facilitate/Attend Kickoff Meeting	0												
1.2	Facilitate/Attend Monthly Meetings	0												
1.3	Facilitate/Attend Stakeholder Meetings	0												
1.4	Prepare Monthly Status Reports and Invoicing	0												
1.5	Perform Routine Coordination	44		8	32					4	44	\$ 9,300.00		\$ 9,300.00
2.1	Survey, Collect and Review Field Data	0												
2.2	Collect and Review Existing Record Data	0												
2.3	Review Current Operational Equipment and Procedures	0												
2.4	Perform Surveys of Existing Storm Drain Systsem	0												
2.5	Inspect and Document Capabilities/Condition of Pump Stations	0												
2.6	Review/Refine Improvements Identified in Previous MP	0												
2.7	Inspect, Inventory, and Provide Condition Assessment of City Facilities (Optional)	98		2	40		16		40		98	\$ 18,750.00		\$ 18,750.00
2.8	Inspect and Provide Condition Assessment of Ditches and Canals (Optional)	58		2	8		24		24		58	\$ 10,830.00		\$ 10,830.00
3.1	Delineate Watershed/Sub-basin Boundaries	0												
3.2	Perform Hydrologic Analysis of Watersheds and Sub-basins	0												
3.3	Perform Integrated InfoWorks Hydrologic Modeling	0												
3.4	Develop GIS Map of System	0												
3.5	Prepare Typical Cross Sections of System Components	0												
4.1	Attend Initial Planning Alternatives Meeting w/ City	0												
4.2	Develop Conceptual Alternatives	0												
4.3	Prepare Summary Memorandum of Proposed Alternatives	0												
4.4	Conduct Final Alternatives Planning Meeting with City Staff	0												
4.5	Finalize Alternatives Assessment Plan	0												
5.1	Update Proposed Conditions Hydrology	0												
5.2	Perform Coincident Frequency Anaylsis	0												
5.3	Develop Proposed Conditions InfoWorks Modeling Alt 1 (Storage w/ Cache Creek)	0												
5.4	Develop Proposed Conditions InfoWorks Modeling Alt 2 (Conveyance w/ Cache Creek)	0												
5.5	Develop Proposed Conditions InfoWorks Modeling Alt 3 (Storage w/o Cache Creek)	186		2	24	80		80			186	\$ 34,350.00		\$ 34,350.00
5.6	Develop Proposed Conditions InfoWorks Modeling Alt 4 (Conveyance w/o Cache Creek)	186		2	24	80		80			186	\$ 34,350.00		\$ 34,350.00
5.7	Develop Optimization Curves (Storage vs. Conveyance)	0												
6.1	Prepare Draft SDFMP Update	0												
6.2	Perform Independent Quality Control Review of Draft Document	0												
6.3	Prepare Cost Estimates and Cost Allocation Draft Document	206		8	16	64	56	56		6	206	\$ 38,450.00		\$ 38,450.00
6.4	Perform Independent Quality Control Review of Draft Document	32			32						32	\$ 6,720.00		\$ 6,720.00
6.5	Prepare Final SDFMP Update	50		2	16	32					50	\$ 9,630.00		\$ 9,630.00
6.6	Perform Independent Quality Control Review of Final Document	10		2	8						10	\$ 2,190.00		\$ 2,190.00
	Expenses/Reimbursables	0												
	TOTAL LABOR-HOURS			28	200	256	96	216	64	10	870			
	TOTAL COST			\$ 7,140.00	\$ 42,000.00	\$ 46,080.00	\$ 18,240.00	\$ 38,880.00	\$ 10,880.00	\$ 1,350.00		\$ 164,570.00	\$ -	\$ 164,570.00

RESOLUTION NO. 7668

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #14 WITH WOOD RODGERS FOR ENGINEERING
CONSULTING SERVICES**

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services amendment with Wood Rodgers for Engineering Services (“Agreement”); and

WHEREAS, Wood Rodgers was selected through a quality based selection process; and

WHEREAS, Wood Rodgers has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2013; and

WHEREAS, Wood Rodgers will continue providing engineering design services, including coordination with Department of Water Resources and City consultants to advance the feasibility studies and environmental documents that are currently underway; and

WHEREAS, the contract amendment with Wood Rodgers authorizes an additional contract amount of \$164,570 to cover the additional scope of work. The current contract amount is \$1,452,984. With this amendment, the new contract amount is \$1,617,554; and

WHEREAS, approximately half of the cost of this work is included in the Urban Flood Risk Reduction Grant for the Lower Cache Creek Feasibility Study and the City’s (or non-UFRR grant) share of the work is funded through developers in the study area; and

WHEREAS, the City Council wishes to increase the budget for the project (CIP #09-15) from \$5,279,000 to \$5,479,000 by appropriating \$200,000 of Storm Drain Development Fee funding (Fund 581) provided by private stakeholders to analyze the impacts of the Woodland Flood Risk Reduction Project on the existing storm drainage infrastructure and incorporate planned development included in the General Plan.

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

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

Section 1. The City Council hereby approves the Amendment with Wood Rodgers in the amount of \$164,570 for a total contract amount of \$1,617,554. 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 in the Agreement does not change.

Section 2. The City Council hereby approves the increase in the project budget for CIP #09-15 from \$5,279,000 to \$5,479,000 through the appropriation of \$200,000 of Storm Drainage Development fees (Fund 581) provided by developers to analyze storm drainage impacts.

Section 3. Copies of the Consultant Agreement for Design 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.

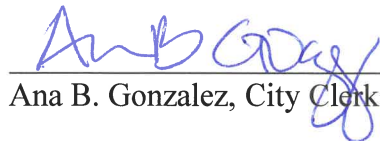
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.16
SUBJECT: Grant Funds from the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the application for grant funds from the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project (Project) 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 budget for the grant application for the project includes approximately \$970,000 in grant funds and approximately \$160,000 in local match. The local match funds would come from the WPCF Treatment Plant Biosolids Project, CIP #10-11 because this is the completion project for the former sludge stabilization ponds. There is no immediate fiscal impact from the grant application. If the grant application is successful, construction is anticipated to take place in 2023 and the funds would be expended in 2023. The North Regional Pond has ongoing operational and maintenance (O&M) costs to maintain the pond site. One of the purposes of the grant is to landscape the pond site in order to reduce long term O&M costs.

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

Background:

The North Regional Pond site was previously used as part of the wastewater treatment process for sludge stabilization until around 1989. In early 2010, a project removed the accumulated organic material from the North Regional Pond and stockpiled the material in the southeast corner (Pond 9). The site was further excavated to provide fill for the Woodland-Davis Clean Water Agency Regional Water Treatment Facility. In April 2012, the North Regional Pond site was removed from the National Pollution Discharge Elimination System (NPDES) permit for the Water Pollution Control Facility (WPCF). In 2019, the North Regional Pond site was converted to become a regional storm water detention facility with the purposes of reducing peak storm drainage flows and improving storm water quality.

Landscaping work to complete the site was not included in the earlier work other than wetland plantings along the southern edge of the pond. Consequently, the banks of the pond are eroding and will require increase operation and maintenance (O&M) costs to maintain the pond. The pond also contains a large shallow area that has the potential to grow large amounts of tules, which would degrade the primary function of the pond as storm water treatment and be expensive to remove. The pond has recently become popular with migratory birds and Pond 9 was host to approximately 5,000 tri-colored blackbirds in 2020. Tri-colored blackbirds are an endangered species and UC-Davis documented their presence on the site in 2020.

The Wildlife Conservation Board has a Pacific Flyway Grant Program which is a competitive program that

funds measures to enhance wildlife for migratory birds among other priorities. Staff submitted a pre-application in December 2020 and was shortlisted to complete the full grant application. The grant would provide funding to complete wetland vegetation around the pond, excavate the shallow portion of the pond to minimize tule growth, and landscaping for Pond 9 for tri-colored blackbirds. The project would reduce long term O&M costs for the pond while enhancing environmental values.

Discussion:

The North Regional Pond has a perimeter of over 9,000 linear feet with a combination of steep and shallow slopes along the banks. The pond is approximately 110 acres in size with approximately 90 acres of open water. The perimeter had not been landscaped by earlier work on the site and is currently vegetated by noxious weeds and is subject to erosion. The pond also has a large shallow shelf which is subject to tule growth. Tules would add an excessive amount of vegetation that would require removal. The pond 9 area is an upland area that was a former fill site. The grant application, if successful, would provide the needed funds to landscape the perimeter with wetland vegetation and pond 9 with upland vegetation. The project would also excavate the shallow portion of the pond and create an island for bird habitat. The landscaping would enhance habitat for migratory birds and the tri-colored blackbird while reducing long term O&M costs. This project would be one of several in our area to improve habitat for migratory birds. The attached map shows the location of the North Regional Pond and general pond features that would be included in the grant application.

Staff is coordinating with the Yolo Habitat Conservancy to consider the North Regional Pond for environmental credits under the Habitat Conservation Plan/Natural Community Conservation Plan for certain covered species.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the application for grant funds from the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project (Project) and authorize the City Manager to execute the agreement.

Prepared by: Tim Busch, PE, Principal Utility Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Site Map
3. Reso_7669 Grant Funds Wildlife Cons Board_No Regional Pond Wetland Habitat

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION
BOARD FOR THE NORTH REGIONAL PLND WETLAND HABITAT AND TRICOLORED
BLACKBIRD HABITAT ENHANCEMENT PROJECT**

WHEREAS, funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for development of public access facilities for hunting, fishing, or other wildlife-oriented recreational uses; and

WHEREAS, the North Regional Pond site was removed from the Woodland Pollution Control Facility (WPCF) NPDES permit on April 19, 2012.

WHEREAS, the North Regional Pond site was converted to a permanently wet regional storm water pond as part of the North Regional Pond & Pump Station Project, CIP #17-21; and

WHEREAS, the grant application includes grant funding in the amount of approximately \$970,000 and a City of Woodland match amount of approximately \$160,000 for a total project budget of \$1,130,000; and

WHEREAS, the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project would complete landscaping work around the pond and provide environmental enhancements; and

WHEREAS, the City Council wishes to approve the application for grant funds from the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project (Project) and authorize the execution through the adoption of this Resolution; 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 filing of an application for grant funding from the Wildlife Conservation Board.

Section 2. The City Council hereby certifies that the Project will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project.

Section 3. The City Council hereby commits to fulfilling the terms and conditions specified in the grant agreement.

Section 4. The City Council hereby approves the grant application to the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project.

The City Manager is hereby authorized and directed to execute the grant application, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

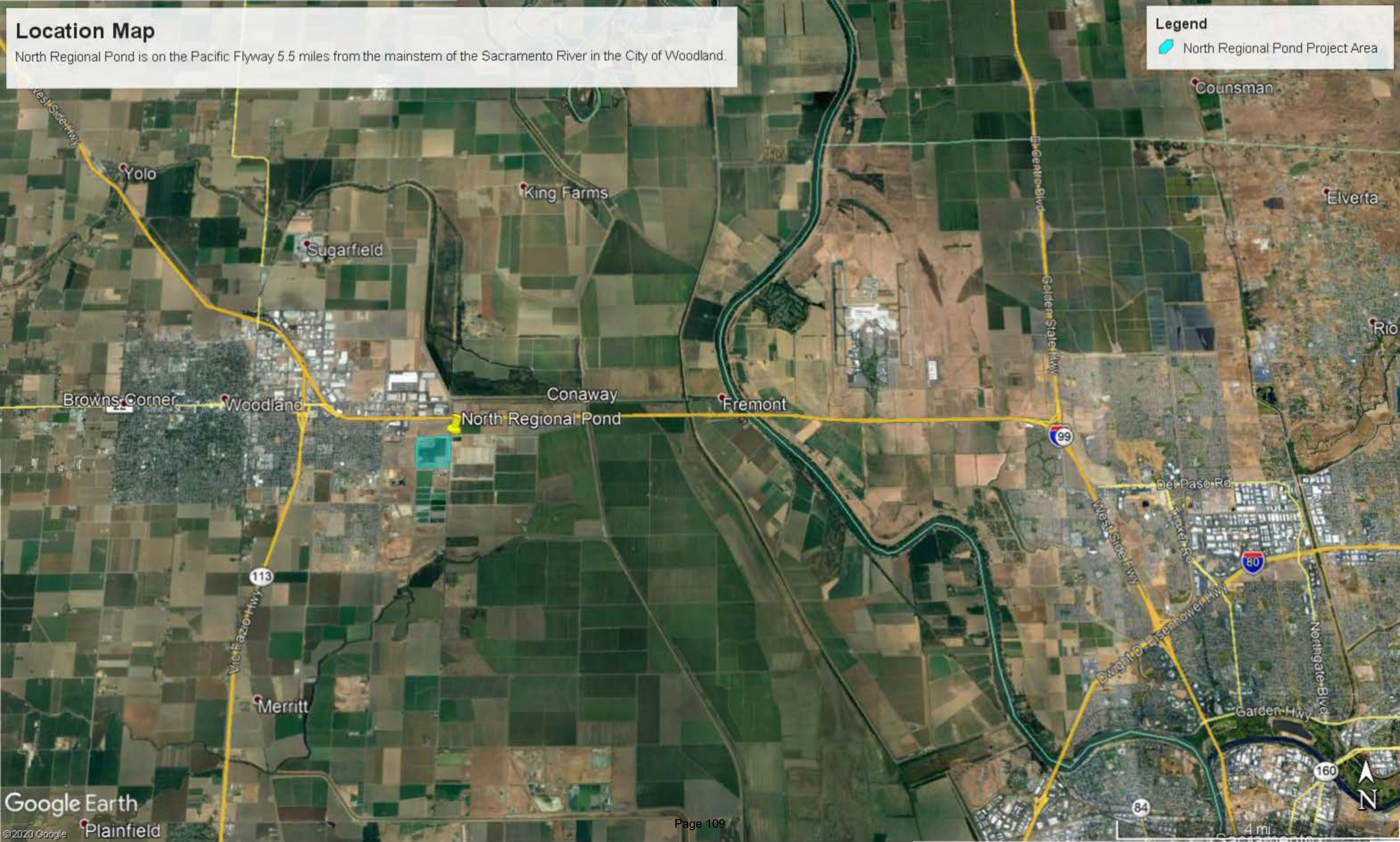
Ana B. Gonzalez, City Clerk

Location Map

North Regional Pond is on the Pacific Flyway 5.5 miles from the mainstem of the Sacramento River in the City of Woodland.

Legend

 North Regional Pond Project Area



Woodland North Regional Pond Context Map

Write a description for your map.

Legend



North Regional Pond Site Map 1

Write a description for your map.

Legend

Woodland-Davis Water Treatment Plant

Island Placement Region

Planting Perimeter

Tricolored blackbird habitat

Google Earth

Image © 2020 Maxar Technologies

24

1000 ft



RESOLUTION NO. 7669

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION BOARD FOR THE NORTH REGIONAL POND WETLAND HABITAT AND TRICOLORED BLACKBIRD HABITAT ENHANCEMENT PROJECT

WHEREAS, funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for development of public access facilities for hunting, fishing, or other wildlife-oriented recreational uses; and

WHEREAS, the North Regional Pond site was removed from the Woodland Pollution Control Facility (WPCF) NPDES permit on April 19, 2012.

WHEREAS, the North Regional Pond site was converted to a permanently wet regional storm water pond as part of the North Regional Pond & Pump Station Project, CIP #17-21; and

WHEREAS, the grant application includes grant funding in the amount of approximately \$970,000 and a City of Woodland match amount of approximately \$160,000 for a total project budget of \$1,130,000; and

WHEREAS, the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project would complete landscaping work around the pond and provide environmental enhancements; and

WHEREAS, the City Council wishes to approve the application for grant funds from the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project (Project) and authorize the execution through the adoption of this Resolution; 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 filing of an application for grant funding from the Wildlife Conservation Board.

Section 2. The City Council hereby certifies that the Project will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project.

Section 3. The City Council hereby commits to fulfilling the terms and conditions specified in the grant agreement.

Section 4. The City Council hereby approves the grant application to the Wildlife Conservation Board for the North Regional Pond Wetland Habitat and Tricolored Blackbird Habitat Enhancement Project.

The City Manager is hereby authorized and directed to execute the grant application, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

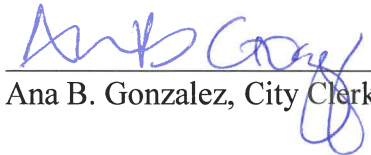
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: I.17
SUBJECT: Second Reading of Ordinance No.1669 approving the rescindment of Ordinance No.1648 which approved Merritt Ranch, Spring Lake Development Agreement 19-01 and Second Reading of Ordinance No.1670, approving the project Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (Owner)

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1669 and Ordinance No. 1670, rescinding the Development Agreement between Darkhorse Estates, LLC and the City of Woodland Because the party to the Development Agreement no longer has a legal property interest in the Merritt Ranch Property and then approving the project Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (Owner) for the use and development of the Merritt Ranch project site.

Staff Contact:

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

Fiscal Impact:

All application processing costs have been paid for by the applicant.

Background:

At its March 2, 2021 meeting, the City Council introduced and waived the first reading of the Ordinance No.1669 and Ordinance No.1670 approving the rescindment of Development Agreement 19-01 with Darkhorse Estates, LLC for the proposed Merritt Ranch residential development project within the Spring Lake Specific Plan area, due to Darkhorse Estates, LLC no longer having a legal property interest in the Merritt Ranch property. Additionally, approving the project Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (Owner) for the use and development of the Merritt Ranch.

The City received notification on February 13, 2020 from the fee title owners of the property that as of January 1, 2020 Darkhorse Estates, LLC were no longer in contract to purchase the Merritt Ranch property. The City cannot enter into a Development Agreement with a party that has no legal interest in the subject property, and therefore the proposed Ordinance would rescind the previously approved Development Agreement.

The adoption of the Ordinance No.1670 is just to enter into the Development agreement with the legal Owner of the Merritt Ranch property. The Development Agreement outlining the same obligations has been previously reviewed and approved by the City Council.

The City and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust desire to enter into the Development Agreement to

facilitate development of 159 housing units (Tentative Subdivision Map #5160) on approximately 23.6 acres as part of the Merritt Ranch Development Project, subject to conditions and requirements set forth within the Agreement that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City. The subject property is located south of East Gibson Road between Harry Lorenzo and Pioneer Avenue in the Spring Lake Specific Plan Area.

Conclusion:

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1669 and Ordinance No. 1670, rescinding the Development Agreement between Darkhorse Estates, LLC and the City of Woodland Because the party to the Development Agreement no longer has a legal property interest in the Merritt Ranch Property and then approving the project Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (Owner) for the use and development of the Merritt Ranch project site.

Prepared By: Megan Meier, Associate Planner

Reviewed By: Cindy Norris, Principal Planner

Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Ordinance No. 1669 Merritt Ranch Rescindment
2. Ordinance No. 1670 New Merritt Ranch DA
3. Merritt Ranch DA

ORDINANCE NO. 1669

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA RESCINDING ORDINANCE NO. 1648, WHICH APPROVED MERRITT RANCH DEVELOPMENT AGREEMENT (# 19-01), BECAUSE THE PARTY TO THAT DEVELOPMENT AGREEMENT NO LONGER HAS A PROPERTY INTEREST IN THE MERRITT RANCH PROPERTY

WHEREAS, on August 20, 2019, the City Council adopted Ordinance No. 1648 approving Development Agreement # 19-01 for the Merritt Ranch (Merritt Ranch) property between Darkhorse Estates, LLC (authorized applicants) and the City of Woodland (City). The Development Agreement allowed for the approval of 159 lots on 23.6 acres (TSM # 5160) of land in the Spring Lake development. The property owner as documented in deed is The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (the “Owner”), who authorized Darkhorse Estates, LLC to act on behalf of the property as the applicant and anticipated future owner of the property; and

WHEREAS, The City received notification on February 13, 2020 from the Owner that as of January 1, 2020 Darkhorse Estates, LLC no longer had any interest in or contract to acquire the Merritt Ranch property and that all development rights that run with the land should accrue solely to the Owner; and

WHEREAS, Darkhorse Estates, LLC never executed the Development Agreement # 19-01, and the Development Agreement was never recorded against the Merritt Ranch property, and due to the fact that Darkhorse Estates, LLC currently has no legal interest in the property, Darkhorse Estates, LLC is prohibited from entering into the Development Agreement; and

WHEREAS, this ordinance rescinds the previous ordinance #1648 approving Development Agreement # 19-01 with Darkhorse Estates, LLC as they no longer have any legal interest in the Merritt Ranch (Merritt Ranch) property; and

WHEREAS, on February 16, 2021, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days’ notice of which was provided in accordance with Government Code sections 65090 and 65091, which public hearing was opened and continued to a date certain of March 2, 2021; and

WHEREAS, on March 2, 2021, the City Council opened and held the continued public hearing pursuant to Government Code section 65867.

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

Section 1. The above recitals and findings are incorporated herein and are true and correct.

Section 2. The City Council hereby sets aside and rescinds Ordinance No. 1648, "An Ordinance of the City Council of the City of Woodland, California, Approving a Development Agreement Between the City of Woodland and Darkhorse Estates, LLC," adopted on August 20, 2019. The Development Agreement shall therefore have no force or effect.

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:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

ORDINANCE NO. 1670

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA APPROVING A DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF WOODLAND AND THE
FLORENCE PATRICIA PHILLIPS PARMELEE 1999 FAMILY TRUST,
JANE VICTORIA CURTIS 2004 FAMILY TRUST, U.D.T., AND THE
SCOTT A. VAN TASSEL 2017 REVOCABLE TRUST TO USE AND
DEVELOP THE MERRITT RANCH PROJECT SITE LOCATED WITHIN
THE SPRING LAKE SPECIFIC PLAN AREA**

WHEREAS, pursuant to Government Code Section 65864 *et seq.*, the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, by Ordinance No. _____, the City of Woodland rescinded Ordinance No. 1648, which previously approved Development Agreement No. 19-01 for the Merritt Ranch property as Darkhorse Estates, LLC, the party to Development Agreement No. 19-01 no longer retains any legal interest in the Merritt Ranch (Merritt Ranch) property; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (“Developer”) proposes to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Development Agreement, incorporated herein by reference, for residential use (“Project”); and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the Project to achieve the goals of the City’s General Plan (“General Plan”) and the Spring Lake Specific Plan (“SLSP”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements, except as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and the Planning Commission recommended to the City Council approval of both the Tentative Subdivision Map #5160 for the Merritt Ranch Project Site and the Development Agreement; and

WHEREAS, on February 16th, 2021, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days' notice of which was provided in accordance with Government Code sections 65090 and 65091, which public hearing was opened and continued to a date certain of March 2, 2021, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, on March 2, 2021, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 et seq., the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #16 pertaining to the rezoning of certain portions of the project site; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan and SLSP; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development

Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Development Agreement as “**Attachment 1.**”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement, or a Memorandum of Agreement, within ten (10) days following execution thereof.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council 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:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

Attachment – Merritt Ranch Development Agreement

Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [_____]

[Merritt Ranch]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**THE FLORENCE PATRICIA PHILLIPS PARMELEE 1999 FAMILY TRUST, JANE
VICTORIA CURTIS 2004 FAMILY TRUST, U.D.T., AND THE SCOTT A. VAN
TASSEL 2017 REVOCABLE TRUST**

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2021, by and between the City of Woodland, California (“CITY”), The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan (“Plan”), which encompasses OWNER’s property, more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement (“Property”), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, OWNER and CITY wish to enter into a development agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just, and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety, and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on CITY; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council’s certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addendum to the Turn of the Century EIR and associated addenda; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement, or facility after the construction and completion thereof.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning; and
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate, or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations, and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation, or official policy governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;

- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or
- (e) the exercise of the power of eminent domain.

1.1.12 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement.

1.1.15 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.16 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years

thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer, or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm, or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties, and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer, or assignment, OWNER shall notify CITY, in writing, of such sale, transfer, or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee, or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in “bulk”) sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any individual lot sold to a member of the public, and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels.
This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Curtis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust 1109 Towse Dr.
Woodland, CA 95776

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This agreement is for Tentative Subdivision Map #5160, which includes the 23.6-acre R-8 site shown in Exhibit B, resulting in 159 single family lots (units).

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review, and action all applications for subsequent development approvals. Such applications shall be processed in the same manner, and the CITY shall exercise its discretion when required or authorized to do so, and to the same extent CITY would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(c) Regulations, adopted policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit that includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted

Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County, or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY, and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate the Property will be developed. Such decisions depend upon numerous factors that are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities that will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this Section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this Section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds, or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.11 Excess Fill Acquisition. The City shall have the first right of refusal on any excess fill from the Project site.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.1.1 General Purpose Fee. OWNER agrees to pay a General Purpose Fee of Four Thousand Dollars (\$4,000.00) per unit, payable at final map, towards improved Spring Lake bicycle and pedestrian connectivity and other neighborhood enhancement projects such as, but not limited to, the Highway 113 Bike/Pedestrian Overcrossing. The City shall adjust the fee annually for inflation by the Construction Cost Index (“CCI”)s amount starting January 1, 2021 until the City Council approves the final map.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit “D” shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “D”, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment, or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation, or termination of the Term of this Agreement. Following the expiration, cancellation, or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in "Exhibit D" hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to submittal of the first final map and improvement plan package to CITY, take appropriate actions as required by the adopted Habitat Conservation Plan (HCP) for the purpose of Swainson's Hawk habitat mitigation.

4.5 HCP/NCCP Pre-payment. CITY commits to pre-paying four (4) acres of the Project's estimated 24-acres of habitat mitigation fee obligation to the Yolo Habitat Conservancy on or before June 20, 2019. Payment on or before June 20, 2019 will result in payment of mitigation fees in the amount of Twelve Thousand Nine Hundred Fifty-Two Dollars (\$12,952) per acre. OWNER shall reimburse CITY for this payment (estimated at \$51,808) upon City Council approval of the first final map for the Project. OWNER shall pay the Yolo Habitat Conservancy for the remaining approximate 20-acres of mitigation fee obligation as required at the time of grading permit issuance or site disturbance at the habitat mitigation fee amount in effect at the time of payment.

4.6 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.7 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.8 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.9 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan and this Agreement.

4.10 Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement as outlined in Exhibit D.

Credits

4.11 Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of each final map.

Funds

4.12 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.13 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall have submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.14 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way. OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site Spring Lake Infrastructure Fee ("SLIF") covered improvements are eligible for SLIF reimbursement. CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, a final map will not be approved with less than a \$200,000 deposit.

4.15 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the Project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this Section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of Section 1542 of the California Civil Code, which provides:

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

OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

4.16 Contribution to Proportionate Share of Damages. Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives, and is held responsible for damages resulting from, a claim or lawsuit from a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportional share of the damages its Project caused to CITY.

4.17 Transit Capital Fee. Prior to final map or Project approval (for multi-family units that do not require a map), OWNER shall pay a Two Hundred Seventy Four Dollar (\$274.00) per Dwelling Unit Equivalent fee. The City shall adjust the fee annually for inflation by the CCI amount starting January 1, 2020 until the City Council approves the final map.

4.18 Transit Operation Fee. Prior to final map or Project approval (for multi-family units that do not require a map), OWNER shall pay a Forty-Six Dollar (\$46.00) per Dwelling Unit Equivalent fee. The City shall adjust the fee annually for inflation by the CCI amount starting January 1, 2020 until the City council approves the final map.

4.19 Interchange Upgrade. OWNER acknowledges that the interim upgrade of the State Route (“SR”) 113 and Road 25A interchange in accordance with the Spring Lake EIR is a responsibility of Spring Lake developers. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and Road 25A interchange OWNER understands and agrees that both the projects in the SL CIP and the cost of such projects are subject to change and that the set aside amount for the payment of SLIF fees also may, accordingly, change. OWNER agrees to pay the applicable SLIF for its Project, including any changes that may occur as a result of changes or additions to the SL CIP and the SLIF.

4.20 Traffic Signal. OWNER shall design and install a traffic signal and associated roadway improvements at Gibson Road and Harry Lorenzo Avenue. Construction of the intersection and signal improvements shall commence prior to or concurrently with the in-tract improvements and be completed prior to certificate of occupancy of the first production (for sale) unit. Work shall include but is not limited to: installation of 8-phase signal, opening the median on Gibson Road, installation of turn pockets, ADA improvement on the north side of Gibson Road, landscaping, road restriping, road rehabilitation and special emergency vehicle preemption as determined by the City, and signal interconnect from the Pioneer/Gibson intersection to the HLA/Gibson signal.

Final intersection reconfiguration shall consist of:

Westbound left turn

Eastbound left turn

Two westbound thru lanes to remain

Two eastbound thru lanes to remain

Northbound left

Northbound thru/left

Southbound left

Southbound thru/left

OWNER may request and enter into a reimbursement agreement with the City for all improvements except landscaping and the ADA improvements on the south side to be reimbursed from the City impact fee program. The ADA improvements on the south side can be

reimbursed from the SLIF CIP.

4.21 Public Noticing. Prior to start of grading, OWNER shall provide notification to all residences on Harry Lorenzo Avenue between East Gibson Road and 500 feet south of Farmers Central Drive of commencement of construction. Notification shall, at a minimum, disclose the future presence of construction traffic and the barrier removal and signal construction at East Gibson Road and Harry Lorenzo Avenue. Notification shall be not less than seven or more than fourteen days in advance of construction. OWNER shall provide proof of notification to the City.

4.22 Meter Fees. Prior to any final map OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district, or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in

recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment, or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR

HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, as it may be amended from time to time, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest,

successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of Sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full

amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in

the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the

provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit “D” to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this

Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

**THE FLORENCE PATRICIA
PHILLIPS PARMELEE 1999 FAMILY
TRUST, JANE VICTORIA CURTIS
2004 FAMILY TRUST, U.D.T., AND
THE SCOTT A. VAN TASSEL 2017
REVOCABLE TRUST**

By:

Its:

Dated: _____

CITY

CITY OF WOODLAND, a California
municipal corporation

By: _____

Ken Hiatt
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

Ethan Walsh, City Attorney

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

)ss.

COUNTY OF YOLO)

On _____, before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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_____

EXHIBIT “A”

(Legal Description of the Property)

LEGAL DESCRIPTION

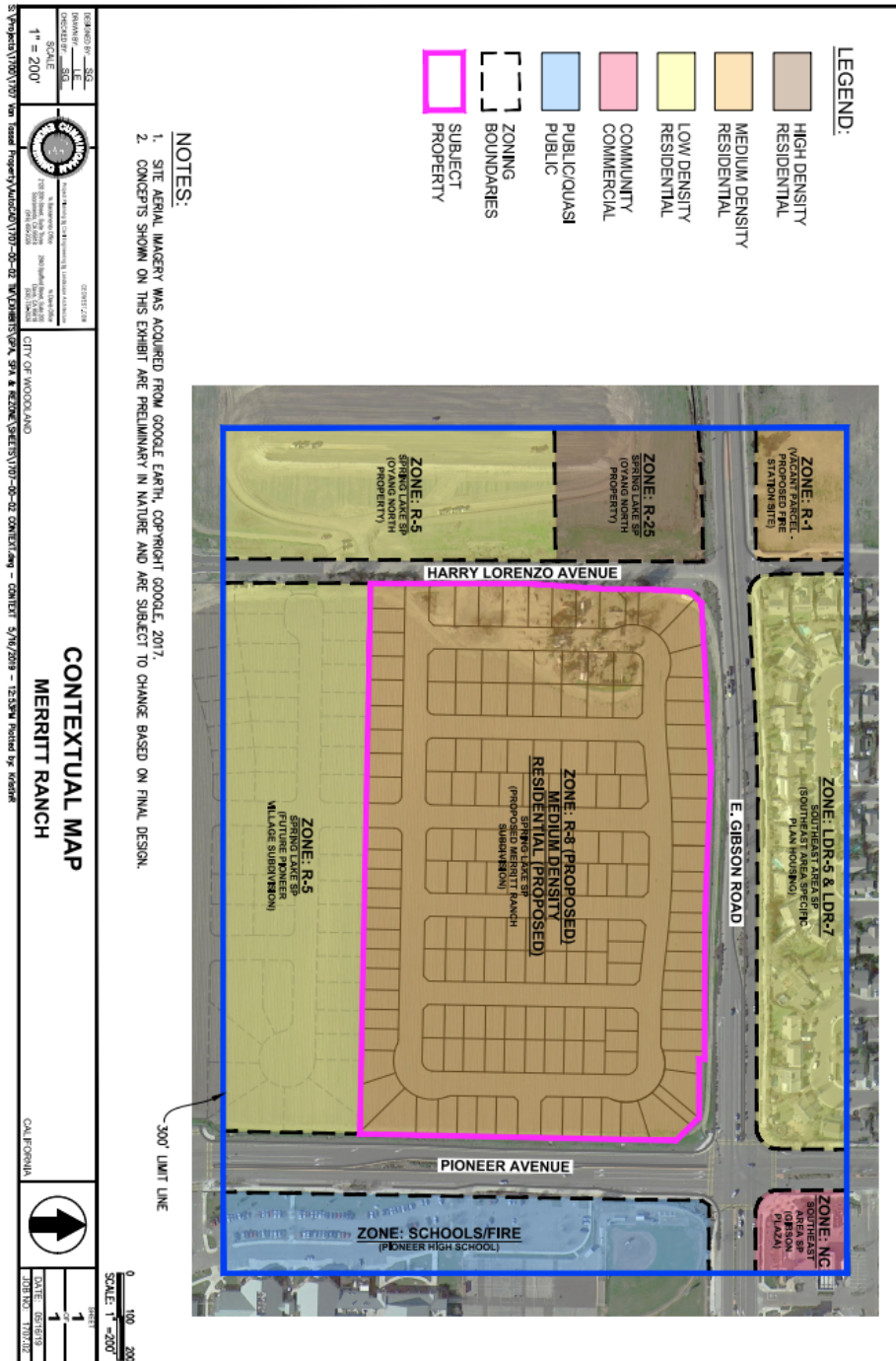
Real property in the City of Woodland, County of Yolo, State of California, described as follows:

PARCEL 1 OF PARCEL MAP NO. 4625 FOR MERRITT FARMS, IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED AUGUST 12, 2003 IN [BOOK 2003, PAGES 84, 85 AND 86](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

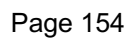
[APN: 042-580-001-000](#)

EXHIBIT "B"

(Map showing Property and its location)



Development Plan and Conditions of Approval



**MERRITT RANCH
PROJECT CONDITIONS OF APPROVAL
TSM No. 5160
08/20/19**

GENERAL CONDITIONS

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the ____ (Month) (Day) _____, 2019 City Council staff report, as approved by City Council, for the Merritt Ranch project as proposed by the applicant Darkhorse Estates LLC, except as modified by these conditions of approval.
2. Development Agreement. The Development Agreement between the City of Woodland and Darkhorse Estates LLC Investors, as approved by City Council on (Month) (Day), 2019, are fully enforceable. Actions, including recordation of necessary documents, as stated in Section 10.1, Assignment, of the applicable Development Agreement.
3. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
4. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.

5. Informing Agencies & Subcontractors. Secure approval and satisfy requirements of all agencies of jurisdiction. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
6. Construction Impact Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
7. CC & Rs. Prior to approval of the first final map submit, three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - Recreational vehicle parking in the front yard longer than 24 hours is prohibited.
 - Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
8. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the

amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

9. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
10. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. At 159 number of lots, this tentative map results in a requirement that 16 number of units be identified as affordable units. Prior to the City approving the applicant's first Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City and shall be consistent with all applicable provisions of the SLSP AHP except as otherwise set forth in the project Development Agreement. The In-lieu fee has been determined to be \$64,144 (2019) which results in a total in-lieu fee of \$1,026,304. A proportionate share of the fee shall be paid with each building permit unit in the amount of \$6,454.74 per housing unit. (The in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI).
11. Offsite Affordable Fee. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit prior to recordation of the applicant's Final Map.
12. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements

including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

13. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
14. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
15. Building Unit Allocations (BUA) s. With the exception of affordable housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

FINANCE DEPARTMENT

16. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
17. SL Community Facilities District 2004-1. OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

COMMUNITY DEVELOPMENT

18. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
19. Lotting Considerations. In order to mitigate for the extended block length on all the streets, the homes along each stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design with the use elements such as full usable front porch or a separated front patio extension with low walls.
20. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
21. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Creativity and innovation will be encouraged.
22. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP). The project shall meet a minimum of ten (10) actions

identified in the CAP, as amended, and verification of how the requirement will be met shall be provided with the initial building permit submittal.

23. Photovoltaic Panels. In addition each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
24. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
25. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
26. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
- Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.

- Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
- Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
- Any trees for removal and identified as heritage, specimen, or landmark under City code shall be mitigated for per City requirement.
- The Heritage Oak tree located north of Lot 101, shall be preserved in place, unless it cannot be preserved in place due to infrastructure and map requirements and then must be mitigated for per City Tree Preservation Ordinance requirements.
- The Owner shall work with City staff and arborist to preserve to the extent possible tree Nos. #165 & 166 located near lot 101. The Owner's Design Professional(s) shall modify, subject to approval by the City Engineer, the soundwall to accommodate the preservation of these trees to minimize root disturbance through either the modification of lot lines and/or change in materials and/or design. Alternatively, if the Owner requests tree removal, a mitigation will be required through a cash payment to the City's tree fund and/or planting additional trees.
- Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
- Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.

27. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

28. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Community Services Department – Urban

Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

29. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
30. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
31. Light Pole Location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
32. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed. If no such standard exists at the time of the plan approval, project shall be permitted to install high pressure sodium (HPS) lights per City Standards.
33. Interconnecting Walk and Pathway. Interconnecting pedestrian corridors shall be a minimum of 25 feet wide with 10-foot-wide bike/pedestrian sidewalk. Unpaved area shall be landscaped consistent with Section 6.9 of the SL Design Standards.

34. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a transparent or opaque water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
35. Fencing Plan. Prior to issuance of building permits submit a fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, greenbelt, interconnecting walkways and paths and accent fencing.
36. Masonry Soundwall. A masonry soundwall shall be constructed along the perimeter of the subdivision, Harry Lorenzo Avenue from the edge of lot 176 north to East Gibson Road and along E. Gibson Road to Pioneer Avenue and south on Pioneer Avenue to the corner of lot 6 and 7. The wall shall match the soundwall constructed Sports Park Drive in Spring Lake south of the project site. Including masonry walls constructed with D-113 (Basalite), the Brick Pilasters with HC Muddox (#890 Old Town Red), and the Cap with a Precast Regal Cap (Color D-225 Basalite). The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Soundwall, landscaping and construction of the public improvements shall occur concurrently with adjacent development.
37. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish a level one entry feature at the intersection of Pioneer Avenue and East Gibson Road. Entryway shall include features such as accent paving, intensive landscape and incorporate public art. Public art can be provided either through design review or in the form of an in-lieu fee with minimum valuation of \$15,000. A single lump sum payment shall be provided prior to approval of the first final map. In addition, neighborhood entry signs shall be provided on the south side of “H” Street at Pioneer Avenue, and the south side of “I” Street at Harry Lorenzo Avenue, consistent with SL Design Standard 1.6/1.6.1.

A design specification for these signs shall be prepared for review as part of the landscape plans with public improvements and approval by the Community Development and City Engineer prior to acceptance of the final map.

38. Pedestrian Circulation. Where pedestrian circulation crosses major vehicular points of entry, a change in grade, materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety, to the satisfaction of the Community Development Director. These improvements shall be identified in the Traffic Calming Plan required prior to approval of final map and improvement plans.
39. Single Story and Model Homes. Developer shall offer at least one single story home plan within the subdivision. Any Model Home complex shall include at least one single story home.
40. Good Faith Effort. The applicant/owner is required to (make a good faith effort to) find a new location for the existing 1920's arts and crafts single family structure located at 1425 Harry Lorenzo Avenue. The following performance criteria for the proposed relocation effort shall be satisfied. Evidence of this effort shall be required prior to issuance of building permits.
 - a) The applicant/owner before or from the date of approval of the project by the Planning Commission shall within 120 days make a good faith effort satisfactory to the Community Development Department to identify an acceptable site and secure an agreement with the owner of the receiving property for the appropriate relocation of the structure prior to building permit issuance for the new structures.
 - b) The applicant shall advertise the 120 day availability of the structure in two different papers of local circulation.
 - c) The applicant shall obtain an estimate from a licensed demolition contractor to determine the anticipated cost to demolish the existing structure. This amount shall be included as an incentive to offset the cost of relocation of the structure.
 - d) To the extent possible, the new location shall be within Yolo County.
 - e) The exterior character defining features of the structure shall be maintained.
 - f) The applicant shall notify CDD of the public notice advertisement date and the start of the 120 day availability of the structure.

If at the end of the 120-day period, the applicant is unable to find a suitable site on which to relocate the structure, then the applicant may proceed with the structure being salvaged and/or demolished. Compliance with conditions is required to demonstrate a good faith effort.

MITIGATION MEASURES

41. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program including provided as Attachment A to the SLSP, as well as adherence to the Yolo HCP/NCCP, any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations. This includes a pre-construction and/or tree removal survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).
42. Yolo HCP/NCCP. The project applicant shall comply with all Avoidance and Minimization Measures (AMM's) outlined by the Yolo Conservancy per the HCP/NCCP's requirements specific to the project location and shall pay all applicable fees.
43. AMM Verification. Complete the Yolo HCP/NCCP Application Form No.3 and provide verification that this form has been submitted to the Yolo Habitat Conservancy to the Community Development Department prior to any site or grading work, or concurrent with an application for grading, drainage, and/or building permit. This form verifies that the required Avoidance and Minimization Measures (AMMs) have been completed.
44. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan
45. Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.
46. Conservation Easement Dedication. Mitigation for loss of agricultural land in the form of land set asides shall be fully executed and in place prior to final map approval or commencement of development activity, consistent with Development Regulation 4.3 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County.

47. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report (Geocon Consultants, Inc., dated October 2018).
48. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy-duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
49. Mosquito Vector Control. Prior to each construction season, each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
50. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
51. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
52. Off-site Improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
53. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
54. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50 (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department. If the required

filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

DEVELOPMENT ENGINEERING

Roadways

Harry Lorenzo Avenue

55. Project shall construct 10' wide City Standard sidewalk, Spring Lake standard masonry wall, and landscaping between curb and wall along the east side of Harry Lorenzo Avenue.
56. Project shall connect sidewalk at the southeast corner of the intersection of Gibson Road and Harry Lorenzo Avenue.
57. The applicant shall install City Standard ADA compliant curb ramps.
58. Remove unused driveways along the east side of Harry Lorenzo Avenue and replace with City Standard curb and gutter.
59. Applicant shall repair Harry Lorenzo Avenue per City Standards for streets under moratorium.

Gibson Road

60. With first final map, OWNER shall complete Gibson Road landscape and permanent concrete mixed-use path along Gibson Road between Harry Lorenzo Avenue and Pioneer Avenue, and from the Gibson Road/Pioneer Avenue and Gibson Road/Harry Lorenzo Avenue intersections to the southern boundary of project area. Applicant shall complete design in accordance with the SLSP. This work is SLIF reimbursable with \$57,000 to be paid from the City's Development impact fees in accordance with a completed reimbursement Agreement. Owner agrees that the \$57,000 is fixed and any overages are to be borne by the SLIF.
61. OWNER shall design and install a traffic signal and associated roadway improvements at Gibson Road and Harry Lorenzo Avenue. Construction of the intersection and signal improvements shall commence prior to or concurrently with the in-tract improvements and be completed prior to certificate of occupancy of the first production (for sale) unit. Work shall include but is not limited to: installation of 8-phase signal, opening the median on Gibson Road, installation of turn pockets, ADA improvement on the north/south side of Gibson Road, landscaping and road

restriping as determined by the City, and signal interconnect from the Pioneer/Gibson intersection to the future HLA/Gibson signal. Owner may request and enter into a reimbursement agreement with the City for all improvements except landscaping to be reimbursed from the City impact fee program.

62. Provide signal interconnect and fiber from the Gibson Road/Pioneer intersection to the northwest corner of Gibson/Bourn.

Pioneer Avenue

63. Project shall construct 10' wide City Standard sidewalk, Spring Lake standard masonry wall, and landscaping between curb and wall along the west side of Pioneer Avenue to southern property line.

Other Transportation Conditions

64. The developer shall submit for approval of the City Engineer and fund a traffic-calming plan to be approved by the City Engineer. Prior to submittal of the first improvement plans for the tentative map area, the OWNER shall submit a comprehensive traffic-calming plan for the tentative map area to the City Engineer for review and approval. Raised, decorative stamped concrete crosswalks, bulb-outs, lighted pedestrian crossings, raised median islands, traffic circle and other improvements may be required as part of the traffic-calming measures, and shall be designed, constructed and funded by the developer

Easements and Right of Way

65. A seven (7) foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception. Exception on Arterial roads with green belts of 20' or greater.
66. Prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

Landscaping

67. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.

68. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.
69. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
70. Design and install recycled water line in the green strip, under the bike path/sidewalk along project bordering E. Gibson.
71. Prior to landscape submittal OWNER shall submit concepts for approval for the entryway feature, sound walls, monuments, and other entry way features.

Wastewater and Sewer Collection System

72. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
73. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
74. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
75. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.
76. Any onsite Septic tanks shall be abandoned to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

77. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific

storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.

78. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
79. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
80. City standards update to be approved soon will relocate the storm drain pipes out from under the sidewalk. Storm water and sewer pipe locations constructed in the subdivision will have the Storm Drain and Sewer lines 5-7 feet off opposite sides of the road center line. The water line shall be installed between the Storm Drain line and the lip of gutter on the same side of the street. The water line shall not be closer than 3' to the lip of gutter nor 5' from the Storm Drain line (measured to outside of pipes). Final placement will be determined during the design submittals.

Storm Water Quality Control

81. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
82. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
83. The Developer shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map.
84. Prior to first final map the applicant shall enter into a City standard maintenance agreement for the maintenance of onsite BMP's for post construction storm drain Quality control measures.
85. Project shall include low impact development standards to minimize storm drain run off, applicant shall submit a plan to minimize run off to the City for approval. The plan shall include such measures as bioretention basins, porous pavement, dry wells/trench drains, or other approved method as described in section E.12.b.(ii) of the phase II MS4 General permit (CAS000004), and demonstrate that the amount of treated run off is in accordance with the section E.12.f E.12.e.ii.c of the phase II MS4 General permit. Applicant shall enter into an access, maintenance, and reporting agreement for such measures prior to certificate of occupancy. Owner will be required to enter into a maintenance agreement for on site storm water treatment devices.
86. Prior to Building Permit Owner shall submit post construction work sheet in accordance with Appendix 8 of the City's Post Construction Standards Manual; to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards. These calculations will be necessary to determine the final sizing of the proposed bioretention planters.
87. OWNER may reference the City's Post Construction Standards Manual on the web. <http://www.cityofwoodland.org/501/Storm-Water-Quality-Control>
88. Owner shall enter into a Stormwater Treatment Measure Access and Maintenance Agreement prior to final map.

89. Modify Tentative Map to show a location for hydromodification with an option for additional single-family lots if hydromodification is not needed per the City's request to the State.

Water Infrastructure Conditions

90. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
91. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
92. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the project. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
93. Per City of Woodland Cross Connection Control Program, all types of commercial buildings, landscape irrigation, and fire services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted for approval. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
94. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the developer's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

95. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.
96. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

Recycled Water

97. If not already constructed, project shall construct 8-inch Recycled water main down Gibson Road along the full property frontage, between Pioneer Avenue and Harry Lorenzo Avenue.
98. Extend Recycled water mains and services to public landscape areas unless already installed by others. Applicant shall design all public landscape services to the extent possible for future connection to recycled water. Design shall include sleeves as needed to serve public landscape areas without trenching, and all public irrigation shall be purple (pipes, valves, boxes, etc.) in preparation for future connection to recycled water.

Broadband

99. Owner shall install two three inch conduits for fiber optics with pull ropes along East Gibson Road between Harry Lorenzo Avenue and Pioneer Avenue, then along Pioneer Avenue from East Gibson Road to the southern project limits. Conduit shall start with a pull box at the northwest corner of the intersection of Harry Lorenzo Avenue and Gibson Road and terminate with a pull box at southern project limits. Broadband plans shall be coordinated with the landscape plans for the Civil improvements.

Grading

100. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer

or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

101. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
102. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Fees

103. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
104. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
105. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.
106. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later

- challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.
107. Transit Capital fee: Prior to final map or project approval (for non mapped multifamily) applicant shall pay a \$274 per DUE fee.
108. Transit Operation fee: Prior to final map or project approval (for non mapped multi family) applicant shall pay a \$46 per DUE fee.

General Conditions

109. Prior to final map the applicant shall submit and have approved, a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
110. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
111. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
112. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
113. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
114. The project shall conform to County Health regulations and requirements for the abandonment of any on site septic tanks and water wells. Prior to the approval of any construction permits, grading permits or the improvement plan the existing well shall be abandoned, and prior to abandonment of the well the developer shall provide to the City permission from all recipients that receive water to abandon the well.

115. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study (applicable mitigation requirements still under review by staff).
116. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, landscaping and railroad crossing improvements.
117. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
118. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
119. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
120. Prior to recording of the final map, provide evidence of payment for the Habitat Mitigation Fee. This fee is payable to the Yolo County Habitat Conservation JPA, but collected by the City.
121. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
122. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
123. If greater than 640 S.F. second units shall pay single family dwelling unit development fees.
124. Prior to recording of the final map, provide evidence of payment for the Habitat Mitigation Fee. This fee is payable to the Yolo County Habitat Conservation JPA, but collected by the City.

125. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
126. Prior to approval of the final map the applicant shall establish a lighting and landscaping district. Improvements included in the district shall include the storm drain detention pond, all public lighting, landscaping, and traffic signals.
127. Map shall be forwarded to YCTD and comments are to be incorporated into the final tentative map.
128. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Reyna Schenck, Environmental Resource Analyst, at (530) 661-2063 for more information.
129. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
130. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
131. If conditions for the project require the owner to construct improvements which serve the entire City and are included in the City's Development Impact Fee Program, or other funded program; the applicant may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.

BUILDING

132. This project must meet all criteria and mandates for these City Adopted codes or the most current code:
 - a. 2016 California Building Code
 - b. 2016 California Plumbing Code
 - c. 2016 California Mechanical Code
 - d. 2016 California Electrical Code
 - e. 2016 Building Energy Efficiency Standards
 - f. 2016 California Green Building Code
 - g. The Code of the City of Woodland
133. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit be issued.
 - a. Recycle plan is required at time of permit issuance along with a \$1000 deposit.

- b. Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
- 134. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
- 135. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
- 136. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
- 137. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
- 138. Because this project is located in an area known to contain expansive soils and per Woodland General Plan Policy document, Part II, Policy 8.A.9, **“The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil.”** And per CBC 1808.6, footings or foundations for buildings founded on expansive soils shall be designed in accordance with CBC 1808.6.1 **and for concrete slab-on ground foundations** the design shall be in accord with CBC 1808.6.2 and PTI Standard Requirement for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WR/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California register Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6.

FIRE PREVENTION

- 139. Minimum turning radius for all fire apparatus access roads shall be minimum of 20’ inside, 40’ outside.
- 140. Fire apparatus access roads shall have an unobstructed width of 20 feet or 12 feet for divided roadways
- 141. Residential fire sprinklers shall be designed and installed per NFPA 13D
- 142. Fire hydrant fire flow and spacing shall be designed and installed per 2016 CFC

EXHIBIT “D”

Development Impact Fees

08/20/19

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property as defined in the body of this development agreement. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

SLIF fees for SFD \$47,826 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area. This fee is scheduled to be updated during the 2019 calendar year (Fees are subject to annual CCI January 1st each year).

IMPACT FEES:

Development Impact Fees for the following categories and amounts are shown as of April 2019, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. (Fees are subject to annual CCI January 1st each year) (MPFP reimbursement, is triggered at building permit).

Development Impact Fee	SFD (Single Family Dwelling)
General City	\$853
Fire	\$2,889
Library	\$533
Police	\$697
Wastewater	\$6,383
Water Capacity Fee	\$4,699
Parks & Recreational	\$4,330
Facilities	\$8,411
Roads	
Admin Fee (.75%)	\$216
Total	\$29,011

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit (as stated in the body of this Agreement). These fees include, but are not limited to, the following:

- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00 for SFD;
- Public transit capital fee of \$274/DUE (will increase for inflation) for the construction

of transit capital improvements

- Public transit operations fee of \$46 (will increase for inflation) for SFD
- Fiscal Deficit mitigation fees of \$1500 for SFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD unit

PROJECT FEES:

- General Purpose Fee calculated using \$4,000 (will increase for inflation) per unit payable at final map towards improved Spring Lake bicycle and pedestrian connectivity and other neighborhood enhancement project(s) such as, but not limited to, the HWY 113 Bike/Pedestrian Overcrossing.
- Spring Lake Offsite Affordable Housing Fee of \$1,100 per SFD, prior to recordation of the applicant's Final Map.
- Fair Share Cost of public facilities, services and improvements as determined by the City of Woodland nexus study.

AFFORDABLE HOUSING IN LIEU FEE:

1. Affordable Requirement. The requirements for single family (R-8 and less) require that 10% of the units be affordable to Low income families, or an in Lieu Fee is paid into a fund for affordable housing projects to meet the ten percent (10% single family for-sale affordability requirement).
2. Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement. This Project requires sixteen (16) low income single family units to be built. In lieu of constructing the affordable housing units, OWNER agrees to pay an in-lieu fee for 16 required affordable units, based on an assumption of the Project comprising 159 units, payable at building permit issuance. The In-lieu fee has been determined to be SIXTY-FOUR THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$64,144.00) (2019) per unit, which results in a total in-lieu fee of ONE MILLION TWENTY-SIX THOUSAND THREE HUNDRED FOUR DOLLARS (\$1,026,304.00). A proportionate share of the fee shall be paid with each building permit in the amount of SIX THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS AND SEVENTY FOUR

CENTS (\$6,454.74) per housing unit.(The in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: J.18
SUBJECT: Public Hearing and Approval of Fiscal Year 2019/20 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:
1) Hold a public hearing to receive community input on the Fiscal Year (FY) 2019/20 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2) Adopt Resolution No. _____, approving the FY 2019/20 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2019/20 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

<u>Fiscal</u>	<u>Impact:</u>
There is no fiscal impact.	

<u>Report</u>	<u>in</u>	<u>Brief:</u>
Each year the City's Community Development Block Grant Program (CDBG) is required to submit the Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). The CAPER is a mandated report for all CDBG entitlement communities and summarizes the City of Woodland's progress towards meeting its community development needs and objectives in one program year.		

Background:
The City's community needs and objectives are outlined in its Consolidated Plan, also known as the Strategic Plan; the current five-year plan covers the period of July 1, 2015 – June 30, 2020. The Consolidated Plan is an additional document required by HUD, which coordinates all elements of community development, housing, neighborhood development, and economic development planning into a single plan and vision of activities and strategies to be undertaken during a three- to five-year time period. The programs and activities budgeted each year to meet these community development goals are outlined in the City's Annual Action Plan for the CDBG program, as approved by the City Council each spring. The CAPER is completed following each program year as a financial summary and a narrative of the accomplishments for the prior CDBG fiscal year's Annual Action Plan.

The contents of the CAPER are summarized below:

<u>Summary</u>	<u>of</u>	<u>Resources:</u>
The CAPER contains a summary of the financial resources that the City has at its disposal to address identified community needs and objectives. CDBG, Federal Continuum of Care Program, City General Fund, and other housing grant funds and programs are all among the sources utilized by the City to accomplish the stated goals of the Consolidated Plan.		

<u>Narrative</u>	<u>Assessment</u>	<u>of</u>	<u>Strategic</u>	<u>Plan</u>	<u>Goals</u>	<u>and</u>	<u>Objectives:</u>
An assessment of the City's effort to address its community development needs and objectives is provided in							

the CAPER, with particular focus given to the areas of affordable housing, fair housing, and homeless services. One purpose of the CAPER is to allow jurisdictions the opportunity to self-evaluate the effectiveness of policies, programs, and activities utilized to achieve Consolidated Plan goals.

Program	Activity	Financial	Summary	Reports:
HUD requires that certain program activity and financial summary reports be submitted with the CAPER. These reports outline the City's expenditures and accomplishments for individual projects and programs, allowing HUD to compile and maintain necessary data regarding its grant programs. The reports will be run and added to the CAPER prior to its submittal to HUD in order to reflect a CDBG draw down of funds that typically occurs just before submittal of the CAPER.				

Discussion:

The following information provides an overview of CDBG-funded activities and related actions during FY 2019/20 and the status of FY 2019/20 CDBG funded activities.

Construction:

FY 2019/20 CDBG Allocations

- **City of Woodland Library ADA Restrooms Upgrades** – The design has been completed and additional funds are needed to fund construction of the improvements.
- **Sacramento Valley Historical Railways ADA Restrooms Building** – This activity has been cancelled and a local contractor donated services to complete the construction.
- **City of Woodland ADA Accessibility Program** – Design is underway and the construction will be combined with the FY 2020/21 project.
- **New Hope Community Development Corporation Cottonwood Meadows Phase 3** – The construction was completed in October 2020.
- **CommuniCare Health Centers Outdoor Wellness Space** – The construction was completed in the fall of 2020. Located adjacent to the Hansen Family Health Center, the Outdoor Wellness Space has been renamed as the CommuniCare Garden & Outdoor Classroom. As of September 8, 2020, 1,450 pounds of fresh vegetables have been harvested and distributed to more than 900 low-income CommuniCare clients.

FY 2018/19 CDBG Allocations

- **Yolo Community Care Continuum Safe Harbor Rehabilitation** - Majority of construction completed in FY 2019/20 and remaining work has been delayed as a result of the COVID-19 pandemic.
- **Yolo Wayfarer Center Shelter Courtyard Phase 2** - Construction was completed in February 2020 with the rehabilitation of restroom/shower facilities.
- **City of Woodland ADA Accessibility Program** - Construction was completed in October 2019.

FY 2017/18 CDBG Allocations

- **Yolo Family Service Agency Onsite Playground** - CommuniCare Health Center replaced YFSA and construction was completed in September 2019.
- **Yolo Wayfarer Center Shelter Courtyard Phase 1** - See entry for Phase 2 (FY 2018/19 CDBG Allocations).

FY 2016/17 CDBG Allocations

- **Empower Yolo Capital Project** - Construction was completed in July 2020 and this activity resulted in the installation of railings for the stairs at the entrance to Empower Yolo's Woodland facility as well as fencing and gates for the facility.

Public Services

A total of 75% of the CDBG public service funds were used for food and shelter programs: Meals on Wheels (home delivered meals to senior citizens), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter for victims of domestic violence), Yolo Food Bank (food), Short Term Emergency Aid Committee (eviction prevention), and Yolo County Children's Alliance (Medi-Cal and CalFresh enrollment/retention).

Other CDBG-funded public services included Northern California Children's Therapy Center (therapeutic health services for children), City of Woodland (Homeless Coordinator), and Legal Services of Northern California (fair housing services). Legal Services assisted 280 Woodland residents through its fair housing hotline program. The City co-sponsors the annual fair housing conference put on by Legal Services and helps cover a portion of the food costs for the conference. The 2020 conference was planned for the Woodland Community and Senior Center, but it was cancelled as a result of the COVID-19 pandemic. A virtual fair housing conference will be held this year.

Related Actions

Not all of the efforts at addressing the City's community needs and objectives during FY 2019/20 were funded through the CDBG program. A summary of these efforts is provided below and has been included in the CAPER.

- **Project Roomkey** – Sheltering of vulnerable homeless during the COVID-19 pandemic started in March 2020 and continues. The City used grant funds to cover the motel stays until Yolo County assumed responsibility. City staff including the Homeless Coordinator continue to work on Roomkey efforts. A number of Woodland Roomkey clients have been exited to permanent housing.
- **Use of City Hall Annex** – The annex has been leased at a cost \$1 for youth theatre/dance programs.
- **Recreation Scholarships** – Measure J funds have been used to provide recreation scholarships for youth from low income families for swim lessons, SummerTime Fun Club, Summer Teen Pack, lifeguard training, and an outdoor adventures trip.
- **Countywide Homeless Coordination Project** – The City partnered with Yolo County and other cities to fund the emergency shelter during the winter and the Yolo County Homeless Coordinator position.
- **Winter Shelter** – Woodland, Yolo County, Fourth & Hope, the faith community, and other project partners operated an eight week shelter at the St. Luke's church for families and single women. This allowed Fourth & Hope to increase the number of single men provided with overnight shelter at its facility.
- **Extended Shelter** – Woodland, Yolo County, and Fourth & Hope partnered to operate a 30-person temporary emergency shelter at the old Yolo County Jail through June 30, 2020 for single men and women in order to increase emergency shelter capacity. At least eight participants were exited to permanent housing.

Timeliness **Ratio,** **Submittal** **of** **CAPER**
HUD each year reviews the timeliness ratio (expenditure of CDBG funds) for CDBG grantees. A grantee

cannot have a balance (ratio) it its line of credit that exceeds 1.5 times its annual entitlement grant and available program income (repaid CDBG loans). HUD last month notified the City that it has a ratio of 1.55. Staff is make efforts to reduce its ratio to 1.5 or less. It should be noted that the COVID-19 pandemic has stretched staff resources as staff has been assigned to Project Roomkey since late March 2020. The added responsibilities have affected the submittal of the CAPER which was due at the end of December 2020.

<u>Public</u>	<u>Outreach/Citizen</u>	<u>Participation</u>
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Public outreach/citizen participation efforts for the CAPER included (1) noticing tonight's public hearing and a 16-day public comment period in the March 13, 2021 edition of the Woodland Daily Democrat, (2) posting the CAPER on the City's website, and (3) holding tonight's public hearing. Public comments were not submitted for the CAPER as of March 30, 2021.

Conclusion:

Staff recommends that the City Council:

1) Hold a public hearing to receive public comment on the FY(FY) 2019/20 Community Development Block Grant Consolidated Annual Performance and Evaluation Report; and

2) Adopt Resolution No. _____, approving the FY 2019/20 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2019/20 and public comments received at tonight's public hearing and directs staff to submit the CAPER to HUD.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, Community Services Director



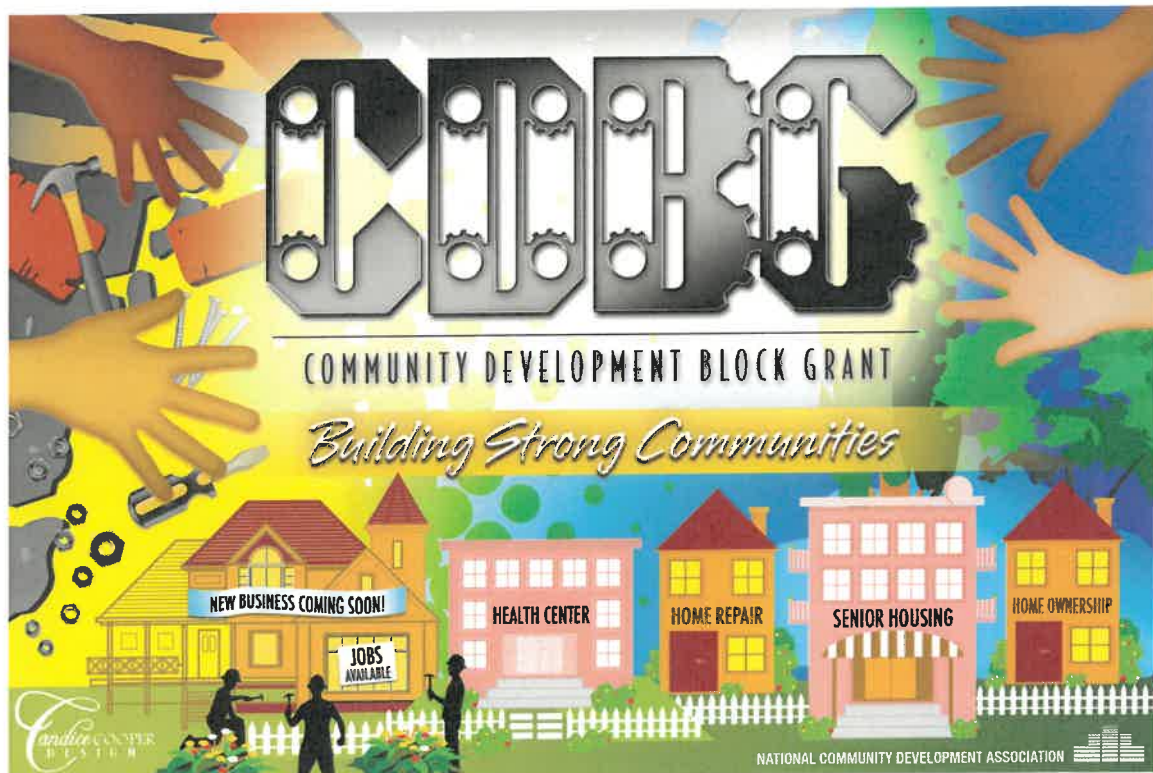
Ken Hiatt
City Manager

Attachments:

1. CAPER Draft
2. Public Hearing Notice Published Daily Dem
3. CC Reso CAPER April 6, 2021
4. Reso_7670 FY 2019_20 CDBG CAPER



**DRAFT Consolidated Annual
Performance and Evaluation Report
(CAPER) 2019-20**



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

CONSTRUCTION,

Program Year 2019/20

City of Woodland Library ADA Restrooms Upgrades - Design completed and activity results will be reported when construction completed.
Sacramento Valley Historical Railways ADA Restrooms Building - Cancelled and construction completed through donation of local contractor.
City of Woodland ADA Accessibility Program - Design has been started and activity results will be reported when construction completed.
New Hope Community Development Corporation Cottonwood Meadows Phase 3 - Construction completed and activity results will be reported in 2020/21 CAPER.

CommuniCare Health Centers Outdoor Wellness Space - Construction completed and activity results will be reported in 2020/21 CAPER.

Program Year 2018/19

Yolo Community Care Continuum Safe Harbor Rehabilitation - Majority of construction completed in 19/20 and remaining work has been delayed as a result of the COVID-19 pandemic. Activity results will be reported when construction completed.

Yolo Wayfarer Center Shelter Courtyard Phase 2 - Construction was completed in February 2020.

City of Woodland ADA Accessibility Program - Construction was completed in October 2019.

Program Year 2017/18

Yolo Family Service Agency Onsite Playground - CommuniCare Health Center replaced YFSA and construction was completed in September 2019.

Program Year 2016/17

Empower Yolo Capital Project - The project was completed in July 2020.

Yolo Wayfarer Center Shelter Courtyard Phase 1 - See entry for Phase 2.

PUBLIC SERVICES

75% of public service funds were used for food and shelter programs: Meals on Wheels (home delivered meals to senior citizens), YCCC (supportive housing for adults with mental illness), YWC (emergency shelter), EY (emergency shelter for victims of domestic violence), Yolo Food

Bank (food), STEAC (eviction prevention), and YCCA (Medical and CalFresh enrollment/retention).

USE OF NON-CDBG FUNDS

The City helped fund and staff Project Roomkey (sheltering of vulnerable homeless during the COVID-19 pandemic); leased City Hall Annex building for youth theatre/dance programs at \$1 cost; provided summer recreation scholarships for youth from low income families for swim lessons, SummerTime Fun Club, Summer Teen Pack, lifeeguard training, and an outdoor adventures trip; participated in Countywide Homeless Coordination Project to fund YWC emergency shelter during winter months/Yolo County Homeless Coordinator position; employed homeless coordinator to address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth; partnered with the faith community, Fourth & Hope, Yolo County, and others to operate an 8-week winter shelter to house families and single women; and partnered Yolo County and Fourth & Hope to operate 30-person temporary emergency shelter for single men and women in order to increase emergency shelter capacity.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
ADA Public Improvement Projects	Non-Housing Community Development	CDBG: \$ / Subrecipient funds, donations from individuals, foundations, and corporations: \$26700	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	3285	328.50%	350	447	127.71%

Affordable Housing Monitoring	Affordable Housing	CDBG: \$	Other	Other	1131	0	0.00%			
Assist Homeless & Persons At Risk	Homeless	CDBG: \$ / City of Woodland Housing Trust Fund: \$1224 / Subrecipient funds, donations from individuals, foundations, and corporations: \$303572	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				

Assist Homeless & Persons At Risk	Homeless	CDBG: \$ / City of Woodland Housing Trust Fund: \$1224 / Subrecipient funds, donations from individuals, foundations, and corporations: \$303572	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	693	350	267	76.29%
Assist Homeless & Persons At Risk	Homeless	CDBG: \$ / City of Woodland Housing Trust Fund: \$1224 / Subrecipient funds, donations from individuals, foundations, and corporations: \$303572	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	29	0	0.00%

CAPER

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Assist Homeless & Persons At Risk	Homeless	CDBG: \$ / City of Woodland Housing Trust Fund: \$1224 / Subrecipient funds, donations from individuals, foundations, and corporations: \$303572	Homeless Person Overnight Shelter	Persons Assisted	750	211	28.13%	0	0	
Assist Homeless & Persons At Risk	Homeless	CDBG: \$ / City of Woodland Housing Trust Fund: \$1224 / Subrecipient funds, donations from individuals, foundations, and corporations: \$303572	Homelessness Prevention	Persons Assisted	250	443	177.20%	76	80	105.26%

CAPER

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Develop or Rehabilitate Affordable Units	Affordable Housing	CDBG: \$59035 / City of Woodland Housing Trust Fund: \$965 / Subrecipient funds, donations from individuals, foundations, and corporations: \$40000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Develop or Rehabilitate Affordable Units	Affordable Housing	CDBG: \$59035 / City of Woodland Housing Trust Fund: \$965 / Subrecipient funds, donations from individuals, foundations, and corporations: \$40000	Rental units constructed	Household Housing Unit	50	0	0.00%			

CAPER

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Develop or Rehabilitate Affordable Units	Affordable Housing	CDBG: \$59035 / City of Woodland Housing Trust Fund: \$965 / Subrecipient funds, donations from individuals, foundations, and corporations: \$40000	Rental units rehabilitated	Household Housing Unit	50	54	108.00%	47	0	0.00%
Develop or Rehabilitate Affordable Units	Affordable Housing	CDBG: \$59035 / City of Woodland Housing Trust Fund: \$965 / Subrecipient funds, donations from individuals, foundations, and corporations: \$40000	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				

CAPER

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Develop or Rehabilitate Affordable Units	Affordable Housing	CDBG: \$59035 / City of Woodland Housing Trust Fund: \$965 / Subrecipient funds, donations from individuals, foundations, and corporations: \$40000	Housing for Homeless added	Household Housing Unit	0	0				
Develop or Rehabilitate Affordable Units	Affordable Housing	CDBG: \$59035 / City of Woodland Housing Trust Fund: \$965 / Subrecipient funds, donations from individuals, foundations, and corporations: \$40000	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				

CAPER

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Economic Assistance	Economic Development		Other	Other	2	0	0.00%			
Economic Development - Microenterprise	Economic Development - Microenterprise		Jobs created/retained	Jobs	10	0	0.00%			
Effective and Added Homeless Programs	Homeless	CDBG: \$	Other	Other	100	0	0.00%			
Fair Housing Services	Fair Housing Services	CDBG: \$ / Subrecipient funds, donations from individuals, foundations, and corporations: \$1200	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	902		100	280	280.00%
Fair Housing Services	Fair Housing Services	CDBG: \$ / Subrecipient funds, donations from individuals, foundations, and corporations: \$1200	Other	Other	500	0	0.00%			

CAPER

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Health & Youth Services Public Facility Projects	Non-Housing Community Development	CDBG: \$8000 / Subrecipient funds, donations from individuals, foundations, and corporations: \$10500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	1588	317.60%	100	1189	1,189.00%
Multi/Single Family Affordable Units Construction	Affordable Housing		Rental units constructed	Household Housing Unit	75	0	0.00%			
Neighborhood Revitalization Area	Neighborhood Revitalization Area	CDBG: \$	Other	Other	1	0	0.00%			
Owner-Occupied Rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	5	0	0.00%			

Public Services - Emergency Food & Shelter	Homeless	CDBG: \$ / General Fund: \$110000 / Subrecipient funds, donations from individuals, foundations, and corporations: \$54932	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	1911	70	884	1,262.86%
Public Services - Emergency Food & Shelter	Homeless	CDBG: \$ / General Fund: \$110000 / Subrecipient funds, donations from individuals, foundations, and corporations: \$54932	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0			

Public Services - Emergency Food & Shelter	Homeless	CDBG: \$ / General Fund: \$110000 / Subrecipient funds, donations from individuals, foundations, and corporations: \$54932	Homeless Person Overnight Shelter	Persons Assisted	4000	579	14.48%	135	250	185.19%
Public Services - Emergency Food & Shelter	Homeless	CDBG: \$ / General Fund: \$110000 / Subrecipient funds, donations from individuals, foundations, and corporations: \$54932	Homelessness Prevention	Persons Assisted	1000	0	0.00%			
Public Services - Employment Training	Job Training	CDBG: \$	Other	Other	10	0	0.00%			

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Public Services - Health Services	Non-Homeless & Homeless Health Services	CDBG: \$ / Subrecipient funds, donations from individuals, foundations, and corporations: \$129000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	602	40.13%	100	124	124.00%
Public Services - Youth Programs	Non-Homeless Special Needs	CDBG: \$ / Subrecipient funds, donations from individuals, foundations, and corporations: \$8300	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	4	1.60%	24	0	0.00%
Urgent Infrastructure Project	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following CDBG public service activities addressed Consolidated Plan high priority area of emergency food and shelter for the homeless and at risk homeless: Meals on Wheels (senior citizen meals), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter, victims of domestic violence), Yolo Food Bank (food), STEAC (eviction prevention), YCCA (Medi-Cal and CalFresh enrollment/retention), City of Woodland (Homeless Coordinator). Legal Services of Northern California (fair housing services) addressed the high priority area of fair housing counseling while Northern California Children's Therapy Center (health care services) addressed the high priority area of health services.

The following CDBG construction activities addressed the Consolidated Plan high priority area of public facilities and improvements (general, including accessibility for physically disabled – ADA): City of Woodland (Library ADA restrooms) and City of Woodland (ADA sidewalk improvements), and Communicare Health Centers (construction of outdoor wellness space for health care clients).

The following City activities addressed the Consolidated Plan high priority area of emergency food and shelter.

- The City participated with Yolo County and other cities in the Countywide Homeless Coordination Project to provide funding assistance for a countywide homeless coordinator and operation of Woodland's emergency shelter during the winter.
- The City partnered with the faith community, Yolo County, and the Yolo Wayfarer Center to operate an 8-week winter shelter at the St. Luke's Church for families and single women. Operation of the winter shelter allowed YWC to use the dining hall at its permanent emergency shelter to house single men who would have been unsheltered. The dining hall doubled as an overnight shelter space for families. A total of 21 individuals (5 adults with 10 minor children and 6 single women) used the shelter.
- The City partnered with Yolo County and the Yolo Wayfarer Center to operate a temporary emergency shelter for up to 30 single men and women at the old Yolo County Jail. The nearby YWC provided meals for the shelter clients. Efforts were made to connect the sheltered residents with services including enrollment in Medi-Cal, CalFresh, SSA Disability, and SSDI; obtaining identification cards and birth certificates; administering VI-SPDAT assessments; and obtaining housing (8 individuals were placed through June 30, 2020).
- Starting in March 2020, the City's Homeless Coordinator and other City staff worked on Project Roomkey to shelter vulnerable homeless during the COVID-19 pandemic in Woodland motels. Homeless individuals 65 or older, those with underlying medical conditions making them vulnerable to COVID-19 complications, and COVID+ individuals are eligible for Roomkey. The City initially funded the motel stays. Staff from the Public Defender's Office and nonprofit Empower Yolo provided on-site client services for Roomkey. Roomkey

sheltered 85 individuals at its peak in June 2020. Efforts are made to exit Roomkey participants to permanent housing.

The following City activities addressed the Consolidated Plan high priority area of youth services.

- The City leased the City Hall Annex building for youth theatre/dance programs at a cost of \$1.
- The City provided scholarships for youth from low income families to participate in swim lessons, SummerTime Fun Club, Summer Teen Pack, lifeguard training, and an outdoor adventure trip.

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CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	2,403
Black or African American	164
Asian	112
American Indian or American Native	59
Native Hawaiian or Other Pacific Islander	15
Total	2,753
Hispanic	1,441
Not Hispanic	1,312

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data detailed above is based on the annual reports submitted by CDBG subrecipients to the City. The data represents individuals since complete household data is not available. The combined total of the "Hispanic" and "Not Hispanic" categories includes races not included in the table and therefore exceeds the total for the "Race" category. Race/ethnicity data is not available at this time for the following 2019/20 construction activities: City of Woodland (Library ADA Restrooms Upgrades and ADA Accessibility Program), Sacramento Valley Historical Railways (ADA Restroom Building), New Hope Community Development Corporation (Cottonwood Meadows Phase 3), and CommuniCare Health Centers (Outdoor Wellness Space). Design of the Library ADA Restrooms Upgrades has been completed and the Library will be seeking additional CDBG funds since the remaining funds from FY2019 are not sufficient to bid out the project and complete construction. The ADA Accessibility Program is under design. The ADA Restroom Building activity has been cancelled as a non-CDBG funding source was used to construct the project. Construction of Cottonwood Meadows Phase 3 and the Outdoor Wellness Space were completed after June 30, 2020. Race/ethnicity data for these two activities will be reported in the 2020 CAPER.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	498,513	568,209
Competitive McKinney-Vento Homeless Assistance Act	public - federal	268,888	182,179
General Fund	public - local	220,000	120,000
Other	private	675,193	513,771
Other	public - local	675,193	513,771

Table 3 - Resources Made Available

Narrative

CDBG funds expended in Program Year 2019 includes expenditures from the 2019 Program Year allocation and prior year allocations that were expended during Program Year 2019.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City did not designate target areas for Program Year 2019.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG funds were leveraged with \$633,771 in private, state, and local funds.

1. Empower Yolo (Shelter Services) - \$146,970 in California Office of Emergency Services grant, donations, and support from private foundations
2. Yolo Community Care Continuum (New Dimensions Supported Housing) - \$54,665 from Federal grant and mental health block grant
3. Yolo Wayfarer Center (Emergency Shelter Services) - \$88,377 in State and Federal grants, support from private foundations
4. City of Woodland (Social Services Manager) - \$120,000 from City General Fund
5. Short Term Emergency Aid Committee (Woodland Homeless Prevention Program) - \$23,362 in donations, support from private foundations, and government grants
6. Yolo County Children's Alliance (Medical & CalFresh Enrollment & Retention) - \$30,000 from California Association of Food Banks, Kaiser Community Benefits, and California Coverage & Health Initiatives
7. Legal Services of Northern California (Fair Housing Services) - \$1,850 from Legal Services Corporation grant
8. CommuniCare (Wellness Space) - \$48,513 from donations, in-kind contributions, donations of materials
9. Yolo Food Bank (Nourish Yolo) - \$120,034 from individual and corporate donations, government and corporate grants

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	162	156
Number of Special-Needs households to be provided affordable housing units	29	27
Total	191	183

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	105	183
Number of households supported through The Production of New Units	39	0
Number of households supported through Rehab of Existing Units	47	0
Number of households supported through Acquisition of Existing Units	0	0
Total	191	183

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

For the production of new units, the 2019 Action Plan erroneously included 39 units for Phase 2 of the Mutual Housing at Spring Lake project. These units were completed and occupied prior to July 1, 2019. New Hope Community Development Corporation, the nonprofit development arm of Yolo County Housing, received CDBG funds for another phase of the rehabilitation of the Cottonwood Meadows senior citizen affordable housing complex. The rehabilitation work was completed in October 2020 and the results will be reported in the 2020 CAPER.

Discuss how these outcomes will impact future annual action plans.

The need for affordable housing rehabilitation and in particular the construction of additional affordable housing units for the homeless and low-income households remains high. The City will continue to embrace opportunities to support affordable rehabilitation projects and the construction of new

affordable housing units when possible. Currently, the City is working with nonprofits Friends of the Mission, Fourth & Hope, and Woodland Opportunity Village as well as Yolo County to develop a 61-unit permanent supportive housing project on City-owned land. The initial grading and utility connections have been completed for the project and a number of funding sources have been secured including \$1.482 million in City affordable housing funds, a grant from Partnership HealthPlan of California, loans from the No Place Like Home Program, and funds from Dignity Health. Completion of the project will significantly increase the supply of PSH units in the community and 29 of the units will be provided with extensive services through Yolo County's full service partnership program (funded through the State Mental Health Services Act or MHSA).

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	116	0
Low-income	27	0
Moderate-income	40	0
Total	183	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City provided funding assistance for four emergency shelters with CDBG and non-CDBG funds during the program year. (CDBG and Countywide Homeless Coordination Project funds were used for the Yolo Wayfarer Center's emergency shelter.) The clients of the shelter operated by YWC and Empower Yolo (for victims of domestic violence) received case management and were connected with services whenever possible. The City partnered with the faith community, Yolo County, Fourth & Hope, and other parties to operate an eight-week winter shelter at the St. Luke's church for families and single women. A total of 21 individuals (5 adults with 10 minor children and 6 single women) used the shelter and this enabled additional single men to be accommodated at YWC's permanent emergency shelter who would otherwise be unsheltered. The City partnered with Yolo County and Fourth & Hope to operate a temporary emergency shelter for up to 30 single men and women at the old Yolo County Jail during the period of December 6, 2018 - June 30, 2020. Besides shelter, efforts were made to connect the shelter residents with services including enrollment in Medi-Cal, Cal Fresh, SSA Disability, and SSDI; obtaining identification cards and birth certificates; administering VI-SPDAT assessments (Vulnerability Index - Service Prioritization Decision Assistance Tool); and obtaining housing. At least 8 individuals were placed in permanent housing through June 30, 2020.

HUD awarded the City three HUD Continuum of Care renewal grants in March 2020 in the aggregate amount of \$293,528 for permanent supportive housing to assist homeless families and individuals. The funds will be used to provide permanent supportive housing for homeless individuals and families at facilities operated by local non-profit Fourth & Hope.

The City's Homeless Coordinator and Homeless Outreach Street Team worked with non-profit service providers and the Yolo County Health Human Services Agency to connect homeless families and individuals to services and shelter whenever possible.

Starting in mid-March 2020, the City's Homeless Coordinator and other City staff were assigned to Project Roomkey and will continue their assignments through June 2021. Roomkey shelters vulnerable homeless during the COVID-19 pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that makes them vulnerable to complications if they contract COVID-19, and COVID+ individuals requiring isolation are eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services at the two Woodland motels used for Roomkey. At its peak in June 2020, approximately 85 homeless individuals were sheltered in 75 motel rooms. Efforts are made to exit Roomkey participants to permanent housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provided funding assistance for four emergency shelters with CDBG and non-CDBG funds during the program year. (CDBG and Countywide Homeless Coordination Project funds were used for the Yolo Wayfarer Center's emergency shelter.) The clients of the shelter operated by YWC and Empower Yolo (for victims of domestic violence) received case management and were connected with services whenever possible. The City partnered with the faith community, Yolo County, Fourth & Hope, and other parties to operate an eight-week winter shelter at the St. Luke's church for families and single women. A total of 21 individuals (5 adults with 10 minor children and 6 single women) used the shelter and this enabled additional single men to be accommodated at YWC's permanent emergency shelter who would otherwise be unsheltered. The City partnered with Yolo County and Fourth & Hope to operate a temporary emergency shelter for up to 30 single men and women at the old Yolo County Jail during the period of December 6, 2018 - June 30, 2020. Besides shelter, efforts were made to connect the shelter residents with services including enrollment in Medi-Cal, Cal Fresh, SSA Disability, and SSDI; obtaining identification cards and birth certificates; administering VI-SPDAT assessments (Vulnerability Index - Service Prioritization Decision Assistance Tool); and obtaining housing. At least 8 individuals were placed in permanent housing through June 30, 2020.

The City's Homeless Coordinator and Homeless Outreach Street Team worked with non-profit service providers and the Yolo County Health Human Services Agency to connect homeless families and individuals to services and shelter whenever possible.

Starting in mid-March 2020, the City's Homeless Coordinator and other City staff were assigned to Project Roomkey and will continue their assignments through June 2021. Roomkey shelters vulnerable homeless during the COVID-19 pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that makes them vulnerable to complications if they contract COVID-19, and COVID+ individuals requiring isolation are eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services at the two Woodland motels used for Roomkey. At its peak in June 2020, approximately 85 homeless individuals were sheltered in 75 motel rooms. Efforts are made to exit Roomkey participants to permanent housing.

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

The City provided CDBG funding for the Yolo Community Care Continuum's New Dimensions Supportive Housing Program during the program year. The program provides housing and supportive services for adults with mental illnesses. A number of the clients have been homeless and/or at risk of

homelessness. The City also funded the Short Term Emergency Aid Committee through the CDBG program. STEAC provided emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. STEAC assisted also assisted homeless individuals and families return to housing with first month's rental assistance.

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

The City funded the Short Term Emergency Aid Committee through the CDBG program. Besides assisting low-income Woodland residents from being evicted, STEAC also provided funds to help homeless families and individuals move into permanent, long-term housing.

HUD awarded the City three HUD Continuum of Care renewal grants in March 2020 in the aggregate amount of \$293,528 for permanent supportive housing to assist homeless families and individuals. The funds will be used to provide permanent supportive housing for homeless individuals and families at facilities operated by local non-profit Fourth & Hope.

The City partnered with Yolo County and Fourth & Hope to operate a temporary emergency shelter for up to 30 single men and women at the old Yolo County Jail during the period of December 6, 2018 - June 30, 2019. Besides shelter, efforts were made to connect the shelter residents with services including enrollment in Medi-Cal, Cal Fresh, SSA Disability, and SSDI; obtaining identification cards and birth certificates; administering VI-SPDAT assessments (Vulnerability Index - Service Prioritization Decision Assistance Tool); and obtaining housing. Three residents have been placed in permanent housing through June 30, 2019.

The City partnered with Yolo County and Fourth & Hope to operate a temporary emergency shelter for up to 30 single men and women at the old Yolo County Jail during the period of December 6, 2018 - June 30, 2020. Besides shelter, efforts were made to connect the shelter residents with services including enrollment in Medi-Cal, Cal Fresh, SSA Disability, and SSDI; obtaining identification cards and birth certificates; administering VI-SPDAT assessments (Vulnerability Index - Service Prioritization Decision Assistance Tool); and obtaining housing. At least 8 were placed in permanent housing through June 30, 2020.

Starting in mid-March 2020, the City's Homeless Coordinator and other City staff were assigned to Project Roomkey and will continue their assignments through June 2021. Roomkey shelters vulnerable homeless during the COVID-19 pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that makes them vulnerable to complications if they contract COVID-19, and COVID+ individuals requiring isolation are eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local

nonprofit Empower Yolo provided client services at the two Woodland motels used for Roomkey. At its peak in June 2020, approximately 85 homeless individuals were sheltered in 75 motel rooms. Efforts are made to exit Roomkey participants to permanent housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Yolo County Housing serves as the public housing authority for Yolo County and operates two public housing facilities in Woodland - Yolano Village (60 units) and Donnelly Circle (72 units). While the City's Program Year Action Plan did not include activities that directly address the needs of public housing, residents of Yolano and Donnelly may have benefitted from services provided through the following activities funded in the City's Action Plan: Short Term Emergency Aid Committee (rental assistance), and Northern California Children's Therapy Center (health care access for special needs children through early intervention).

City staff has conducted Measure J outreach with Yolo County Housing. Measure J is a sales tax measure approved by Woodland voters in 2014 and portion of the revenues generated by Measure J are used to provide partial scholarships for low income families to encourage their children's participation in summer recreation programs operated by the City. These programs include a summer day camp (Summer Time Fun Club), summer teen activities program (Teen Pack), swim lessons, junior lifeguard training, and an outdoor adventures trip. In addition, the City operates a *Recreation to Go* van and the van visited the park adjacent to public housing (Yolano Village and Donnelly Circle) during the program year to provide recreational activities for children.

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

The City of Woodland does not have oversight or governance jurisdiction over the local public housing authority (Yolo County Housing or YCH). However, YCH has taken a number of actions to facilitate resident involvement. YCH is governed on a day-to-day basis by a seven-member housing commission which includes two resident commissioners. In addition, YCH staff facilitates Yolo County Housing Quarterly Resident Meetings for the residents of the Yolano Village (60 units) and Donnelly Circle (72 units) which are public housing developments located in Woodland. YCH provides opportunities for public housing residents to apply their housing choice voucher assistance to a home mortgage (monthly mortgage payments). The City operates a first time homebuyer loan assistance program for low income households and maintains an interest list for the program. When loan funding is available, the City contacts families on the interest list and invites them to participate in the City's program. Public housing residents are welcome to participate in the City's first time homebuyer loan assistance program.

Actions taken to provide assistance to troubled PHAs

Not applicable, the local public housing authority (Yolo County Housing) is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In August 2019, the Woodland City Council awarded a consultant agreement to Lisa Wise Consulting for a comprehensive update of the City's Zoning Ordinance and the update process began shortly afterwards. The objectives of the Zoning Ordinance update are detailed below.

The Zoning Ordinance update will serve to facilitate new development, particularly housing, through the provision of clear and understandable standards, guidelines, and procedures. An updated review process will assist staff and decision makers to allow qualified development with expedited review...That objective design standards will be provided so new housing projects that meet the criteria can move forward in an even more expedited fashion. The goal will be to reduce the front-end design/development costs for new housing projects. The City's proposed performance objectives for the project will be to reduce processing time by a minimum of 20 percent and result in an increase in new multi-family development by a minimum of 20 percent.

Work on the Zoning Ordinance update is expected to be completed in 2021 and a new ordinance will be adopted by the City Council.

The City Council on January 17, 2020 amended the Zoning Ordinance to facilitate the construction of junior accessory dwelling units and accessory dwelling units. The ordinance was amended in order to be compliance 2019 state law changes. Key provisions of the amendment include the following.

- Requires local agencies to approve or deny an ADU project within 60 days.
- Prohibits imposing minimum lot sizes.
- For all ADUs requires only a 4-foot setback from side and rear lot lines.
- Eliminates the requirement for replacement parking when a garage, carport, or covered parking that is demolished or converted to construct an ADU.
- Requires one parking space per ADU that requires an ADU permit.
- Allows for both an ADU and JADU on a single-family lot where access, setbacks, and other criteria are met.
- Allows ADUs in multi-family projects, including conversion of space such as storage rooms, as well as the construction of up to two detached ADUs on the property.
- City may not impose impact fees on ADUs under 750 square feet.
- Cannot condition approval of the ADU on the applicant being the "owner-applicant" of either the primary or the ADU.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

On May 19, 2020, the City County revised its January 2019 funding commitment for the 61-unit permanent supportive housing project by agreeing to a grant of \$900,000. Previously, the funding was split between a \$600,000 grant and a \$300,000 construction loan.

The City continues to fund a Homeless Coordinator position. The Homeless Coordinator provides community outreach and coordination with internal/external partners on services, programs, and projects; and referrals to address community social service needs, including at-risk youth and individuals and families that are homeless or at risk of homelessness. Most of the funding for the position is provided from the City's general fund. The position works closely with social service providers and staff from Yolo County's Health and Human Services Agency.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In order to reduce lead-based paint hazards, the City of Woodland provides information and technical assistance to individuals undertaking home improvement projects. CDBG-funded construction activities that occurred during the program year did not involve the abatement of lead-based paint.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City funded program activities that addressed poverty-level families during the program year. These activities include Yolo Wayfarer Center (emergency shelter services), Short Term Emergency Aid Committee (rental assistance to prevent evictions), and Empower Yolo (shelter services for victims of domestic violence, sexual assault, stalking and trafficking). The activities operated by the Yolo Wayfarer Center and Empower Yolo include case management services to help families stabilize and ideally transition to permanent housing.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City participated with Yolo County and the cities in the county on the Countywide Homeless Coordination Project during the program year. This program provides funding assistance for a countywide homeless coordinator and the operation of a cold weather shelter (Yolo Wayfarer Center) in Woodland during the winter months. In addition, a City staff member represents the City at meetings of the local continuum of care, Yolo County Homeless and Poverty Action Coalition (HPAC). The City partnered with the faith community, Yolo County, nonprofit Fourth & Hope, and other parties to operate an eight-week winter shelter at the St. Luke's Church for families and single women. Operation of the winter shelter allowed Fourth & Hope to use the dining hall at its permanent emergency shelter, Yolo Wayfarer Center, to house single men who would have been unsheltered. The dining doubles as overnight shelter space for families. The City partnered also with Yolo County and Fourth & Hope to operate a temporary emergency shelter for up to 30 single men and women at the old Yolo County Jail during the period of December 6, 2018 - June 30, 2020. The proximity of the shelter from the Yolo

Wayfarer Center allowed to shelter clients to receive meals at the Yolo Wayfarer Center. In addition, Yolo County staff and City's Homeless Coordinator worked on getting residents of the temporary emergency shelter into services whenever possible.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Yolo County Homeless and Poverty Action (HPAC) serves as the continuum of care for Yolo County. HPAC has a number of responsibilities including the coordination of services and housing resources for the homeless. City staff participated in at least 20 HPAC general, technical subcommittee, data subcommittee, and governance ad hoc subcommittee meetings during the program year.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In August 2019, the Woodland City Council awarded a consultant agreement to Lisa Wise Consulting for a comprehensive update of the City's Zoning Ordinance and the update process began shortly afterwards. The objectives of the Zoning Ordinance update are detailed below.

The Zoning Ordinance update will serve to facilitate new development, particularly housing, through the provision of clear and understandable standards, guidelines, and procedures. An updated review process will assist staff and decision makers to allow qualified development with expedited review...That objective design standards will be provided so new housing projects that meet the criteria can move forward in an even more expedited fashion. The goal will be to reduce the front-end design/development costs for new housing projects." The City's proposed performance objectives for the project will be to reduce processing time by a minimum of 20 percent and result in an increase in new multi-family development by a minimum of 20 percent.

Work on the Zoning Ordinance update is expected to be completed in 2021 and the update (amended Zoning Ordinance) will be adopted by the City Council.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

All of the subrecipients funded for the program year were required to submit quarterly and annual reports on the progress and results of their activities. Subrecipients reported data on the ethnicities and income levels of the beneficiaries of the CDBG-funded activities. City staff also held a monitoring visit and completed a checklist for each subrecipient with the exception of one. The areas covered in the checklist include (1) program goals, (2) beneficiary data compilation/reporting, (3) general requirements (project files, records retention, etc.), (4) program requirements, (5) document checklist (most recent audit, single audit where applicable, etc.), property records (when applicable), (6) accounting procedures, (7) procurement procedures, (8) budget, and (9) cost allocation plan (where applicable). For subrecipients with construction activities, the monitoring visit is often a good opportunity to review advertising requirements for construction projects, the preparation of construction contracts and attachments, and labor standards requirements. For all construction projects, City staff runs debarment checks through the System for Award Management. Staff conducts wage interviews in the field and reviews certified payrolls of construction projects subject to Davis-Bacon requirements to ensure compliance with Davis-Bacon wages and other labor-related provisions.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

UPDATE AFTER CITY COUNCIL PUBLIC HEARING FOR CAPER There were a number of opportunities for community members and others to provide comments.

Citizen Participation Process

The City's CDBG Public Participation Plan requires that the CAPER be available for public comment for a minimum of 15 days. The City published a notice (in English and Spanish) on March 13, 2021 in the local newspaper (Woodland Daily Democrat) on the availability of the CAPER and that public comments would be accepted through March 29, 2021. In addition, notification was provided that a public hearing would be held on April 6, 2021 before the Woodland City Council through Zoom to receive public comments on the CAPER. The notice included the phone and email for the City staff contact.

Copies of the CAPER were made available at the Woodland City Hall, Community Development public counter (300 First Street, Woodland, CA 95695) starting on March 17, 2021. The CAPER was posted to the City's website (Community Services Department, CDBG section) starting on March 15, 2021.

The agenda packet for the April 6, 2021 City Council meeting was posted to the City's website starting on March 31, 2021 and the meeting agenda was posted to the City Hall outdoor display case on the same day. On April 6, 2021, the City Council approved the CAPER after holding a public hearing.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not changed its CDBG program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not changed its CDBG program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

REPORT FOR

CPD PROGRAM CDBG
PGM YR 2019

Plan Year	IDS Project	Project	IDS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2019	1	City of Woodland, Library ADA Restrooms Upgrade	483	City of Woodland, Library ADA Restrooms Upgrade	Open	CDBG	\$50,000.00	\$14,952.80	\$45,047.20
	2	Project Total					\$50,000.00	\$14,952.80	\$45,047.20
		Sacramento Valley Historical Railway's, ADA Restroom Building	484	Sacramento Valley Historical Railway's, ADA Restroom Building	Open	CDBG	\$46.58	\$46.58	\$0.00
	3	Project Total					\$46.58	\$46.58	\$0.00
		City of Woodland, ADA Accessibility Program	485	City of Woodland, ADA Accessibility Program	Open	CDBG	\$205,000.00	\$6,058.05	\$198,941.95
	4	Project Total					\$205,000.00	\$6,058.05	\$198,941.95
		New Hope Community Development Corporation, Cottonwood Meadows Phase 3	486	New Hope Community Development Corporation, Cottonwood Meadows Phase 3	Open	CDBG	\$65,000.00	\$46,964.61	\$18,035.39
	5	Project Total					\$65,000.00	\$46,964.61	\$18,035.39
		Communicare Health Centers, Outdoor Wellness Space	487	Communicare Health Centers, Outdoor Wellness Space	Completed	CDBG	\$8,700.00	\$8,700.00	\$0.00
	6	Project Total					\$8,700.00	\$8,700.00	\$0.00
		Meals on Wheels Yolo County, Home Delivered Meals Program	488	Meals on Wheels Yolo County, Home Delivered Meals Program	Completed	CDBG	\$9,250.00	\$9,250.00	\$0.00
	7	Project Total					\$9,250.00	\$9,250.00	\$0.00
		Yolo Community Care Continuum, New Dimensions Supported Housing	489	Yolo Community Care Continuum, New Dimensions Supported Housing	Completed	CDBG	\$7,026.00	\$7,026.00	\$0.00
	8	Project Total					\$7,026.00	\$7,026.00	\$0.00
		Yolo Weyfarer Center, Emergency Shelter Services	490	Yolo Weyfarer Center, Emergency Shelter Services	Completed	CDBG	\$10,250.00	\$10,250.00	\$0.00
	9	Project Total					\$10,250.00	\$10,250.00	\$0.00
		Empower Yolo, Shelter Services	491	Empower Yolo, Shelter Services	Completed	CDBG	\$6,750.00	\$6,750.00	\$0.00
	10	Project Total					\$6,750.00	\$6,750.00	\$0.00
		City of Woodland, Social Services Manager	492	City of Woodland, Social Services Manager	Completed	CDBG	\$6,000.00	\$6,000.00	\$0.00
	11	Project Total					\$6,000.00	\$6,000.00	\$0.00
		Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	493	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	Completed	CDBG	\$6,000.00	\$6,000.00	\$0.00
	12	Project Total					\$6,000.00	\$6,000.00	\$0.00
		Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	494	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	Completed	CDBG	\$7,500.00	\$7,500.00	\$0.00
	13	Project Total					\$7,500.00	\$7,500.00	\$0.00
		Yolo County Children's Alliance, Medical & CalFresh Enrollment/Retention	495	Yolo County Children's Alliance, Medical & CalFresh Enrollment/Retention	Completed	CDBG	\$6,000.00	\$6,000.00	\$0.00
	14	Project Total					\$6,000.00	\$6,000.00	\$0.00
		Northern California Children's Therapy Center, Project HOPE	496	Northern California Children's Therapy Center, Project HOPE	Completed	CDBG	\$6,000.00	\$6,000.00	\$0.00
	16	Project Total					\$6,000.00	\$6,000.00	\$0.00
		Legal Services of Northern California, Fair Housing Services	497	Legal Services of Northern California, Fair Housing Services	Completed	CDBG	\$10,000.00	\$10,000.00	\$0.00
	17	Project Total					\$98,174.77	\$98,174.77	\$0.00
		CDBG Administration	498	CDBG Administration	Completed	CDBG	\$311,697.35	\$249,672.81	\$262,024.54
	Program Total						\$511,697.35	\$249,672.81	\$262,024.54
	2019 Total						\$511,697.35	\$249,672.81	\$262,024.54
	Program Grand Total						\$511,697.35	\$249,672.81	\$262,024.54
	Grand Total						\$511,697.35	\$249,672.81	\$262,024.54



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PGM Year: 2019

Project: 0001 - City of Woodland, Library ADA Restrooms Upgrade

IDIS Activity: 483 - City of Woodland, Library ADA Restrooms Upgrade

Status: Open

Location: 250 1st St Woodland, CA 95695-3411

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Improvements Not Listed
in 03A-03S (03Z)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

ADA improvements will be constructed for the restrooms at the City of Woodland's public library.

Financing

Fund Type	Grant Year	Grant	Funded Amount		Drawn In Program Year	Drawn Thru Program Year
			Total	Hispanic		
CDBG	2016	B16MC060040	\$2,369.78		\$0.00	\$0.00
	2017	B17MC060040	\$2,630.22		\$0.00	\$0.00
	2019	B19MC060040	\$55,000.00		\$0.00	\$0.00
Total	Total		\$60,000.00		\$0.00	\$0.00

Proposed Accomplishments

Public Facilities : 2

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:

Female-headed Households:

0	0	0	0	0	0	0	0
0		0					

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0002 - Sacramento Valley Historical Railways, ADA Restroom Building
IDIS Activity: 484 - Sacramento Valley Historical Railways, ADA Restroom Building
Status: Open
Location: 1120 Lincoln Ave Woodland, CA 95695-4116
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No
Initial Funding Date: 11/27/2019

Description: An ADA compliant walkway will be constructed to connect the Historic Woodland Train Depot building with the ADA restrooms building.

CDBG	Fund Type	Grant Year	Grant	Funded Amount		Drawn In Program Year		Drawn Thru Program Year	
				Total	Hispanic	Total	Hispanic	Total	Hispanic
	EN	2019	B19MC060040			\$46.58		\$46.58	
Total	Total					\$46.58		\$46.58	

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0



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Female-headed Households: 0 0 0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments
No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019

Project: 0003 - City of Woodland, ADA Accessibility Program

IDIS Activity: 485 - City of Woodland, ADA Accessibility Program

Status: Open

Location: 300 1st St Woodland, CA 95695-3413

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

ADA compliant curb ramps, sidewalks, and driveways will be constructed at approximately thirteen locations.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017 B17MC060040	\$7,000.00	\$0.00	\$0.00
		2019 B19MC060040	\$198,000.00	\$0.00	\$0.00
Total	Total		\$205,000.00	\$0.00	\$0.00

Proposed Accomplishments

Public Facilities : 13

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

PR03 - WOODLAND



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019

Project: 0004 - New Hope Community Development Corporation, Cottonwood Meadows Phase 3

IDIS Activity: 486 - New Hope Community Development Corporation, Cottonwood Meadows Phase 3

Status: Open Objective: Create suitable living environments

Location: 120 N Cottonwood St Woodland, CA 95695-6665

Outcome: Affordability

Matrix Code: Rehab; Multi-Unit Residential (14B)

National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

CDBG funds will be used to continue with the removal/replacement of the dry-rotted framing, the last two remaining staircases, T-1-11 siding and wood trimming and the painting of the Cottonwood Meadows apartment complex.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	2015	B15MC060040	\$965.00	\$0.00	\$0.00
	2017	B17MC060040	\$5,000.00	\$0.00	\$0.00
	2019	B19MC060040	\$59,035.00	\$0.00	\$0.00
Total	Total		\$65,000.00	\$0.00	\$0.00

Proposed Accomplishments

Housing Units : 47

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:

Total:

Female-headed Households:

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0005 - CommuniCare Health Centers, Outdoor Wellness Space
IDIS Activity: 487 - CommuniCare Health Centers, Outdoor Wellness Space
Status: Completed 11/24/2020 4:18:16 PM
Location: 215 W Beamer St Woodland, CA 95695-2510
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Health Facilities (03P)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/04/2019

Description:

CommuniCare will construct an outdoor wellness space at an area adjacent to the Hansen Family Health Center, a federally qualified health center that provides health services to low income Woodland residents.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	2017	B17MC060040	\$1,000.00	\$0.00	\$0.00
	2019	B19MC060040	\$7,700.00	\$0.00	\$0.00
Total	Total		\$8,700.00	\$0.00	\$0.00

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	767	522
Black/African American:	0	0	0	0	0	0	37	2
Asian:	0	0	0	0	0	0	56	0
American Indian/Alaskan Native:	0	0	0	0	0	0	17	8
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	9	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	17	6
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	10	0
Other multi-racial:	0	0	0	0	0	0	12	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:

Female-headed Households:

0	0	0	0	0	0	0	925	538
0		0						

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	768
Low Mod	0	0	0	139
Moderate	0	0	0	18
Non Low Moderate	0	0	0	0
Total	0	0	0	925
Percent Low/Mod				100.0%

Annual Accomplishments

Years

Accomplishment Narrative

Benefitting

2019 CDBG funding supported the acquisition and installation of compost and hardscape for CommuniCare's Garden and Outdoor Classroom (formerly referred to as the Outdoor Wellness Center). The majority of the materials have been installed and a final tamping to complete the decomposed granite trails will be done by the end of September 2020. The garden has been growing and harvesting produce since May 2020. Original projections anticipated annual harvest totaling 1,500 pounds. As of September 8, 2020, 1,450 pounds of fresh vegetables have been harvested and distributed to more than 900 low-income CommuniCare clients.

The CommuniCare Garden and Outdoor Classroom is increasingly viewed as an asset to both CommuniCare affiliates (patients, clients, and staff) as well as the larger Woodland community. Growing community awareness has been accompanied by novel partnerships: for example, the garden is now a partner in the Yolo Healthy Parks, Healthy People initiative led by Yolo Healthy Aging Alliance, Putah Creek Council, and Cache Creek Conservancy; and the Woodland Tree Foundation has committed to donating trees and organizing a planting day to add shade trees throughout the landscape.



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PGM Year: 2019
Project: 0006 - Meals on Wheels Yolo County, Home Delivered Meals Program
IDIS Activity: 488 - Meals on Wheels Yolo County, Home Delivered Meals Program
Status: Completed 9/1/2020 3:11:21 PM
Location: 40 N East St Woodland, CA 95776-5900
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No
Initial Funding Date: 11/27/2019

Description:
The activity will provide hot, noontime meals and weekday safety checks for homebound, low income senior citizens.
Financing

CDBG	Fund Type	Grant Year	Grant	Funded Amount		Drawn In Program Year		Drawn Thru Program Year	
				Total	Hispanic	Total	Hispanic	Total	Hispanic
	EN	2019	B19MC060040	\$9,250.00		\$5,495.52		\$5,495.52	
Total	Total			\$9,250.00		\$5,495.52		\$5,495.52	

Proposed Accomplishments
People (General) : 125

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	92	39
Black/African American:	0	0	0	0	0	0	6	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	3	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	30	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	134	39



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Female-headed Households: 0 0 0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	49
Low Mod	0	0	0	32
Moderate	0	0	0	15
Non Low Moderate	0	0	0	38
Total	0	0	0	134
Percent Low/Mod				71.6%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	Meals on Wheels Yolo County delivered meals to 134 unduplicated Woodland residents during the reporting period, of whom 96 ranged from extremely low to moderate income. All recipients received an assessment of well-being and needs and referrals to additional services. Between July 2019 and March 2020, the program provided a daily safety check to each of the weekday meal recipients. From March to June 2020, as a result of the COVID-19 pandemic, safety checks were only completed twice a week at meal delivery, in total, in over 200 meal-serving days, Meals on Wheels Yolo County delivered over 26,000 meals with the supplemental assistance of CDBG grant funding.	



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PGM Year: 2019

Project: 0007 - Yolo Community Care Continuum, New Dimensions Supported Housing

IDIS Activity: 489 - Yolo Community Care Continuum, New Dimensions Supported Housing

Status: Completed 9/1/2020 3:09:46 PM

Location: 582 Kentucky Ave Woodland, CA 95695-2304

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Mental Health Services (050)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

This activity provides housing and supportive services for adults who are at risk of homelessness and have a mental illness.

Financing

CDBG	Fund Type	Grant Year	Grant	Funded Amount		Drawn In Program Year		Drawn Thru Program Year	
				Total	Hispanic	Total	Hispanic	Total	Hispanic
	EN	2019	B19MC060040			\$7,026.00		\$3,983.35	
Total	Total					\$7,026.00		\$3,983.35	

Proposed Accomplishments

People (General) : 29

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	21	5
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	27	5



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	27
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	27
Percent Low/Mod				100.0%

Annual Accomplishments	Accomplishment Narrative	# Benefiting
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2019	The New Dimensions Supportive Housing Program has assisted 96% of its Woodland residents maintain their housing in order to prevent homelessness. New Dimensions assisted 94% of its Woodland residents remain stable within the community and avoid hospitalization or utilization of crisis services. During the year New Dimensions assisted all of its residents increase their independent living skills and coping skills to keep them housed in Yolo Community Care Continuum housing. During the year none of the Woodland residents were incarcerated, meeting New Dimensions goal of 98% of its residents avoiding incarceration	
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PGM Year: 2019
Project: 0008 - Yolo Wayfarer Center, Emergency Shelter Services
IDIS Activity: 490 - Yolo Wayfarer Center, Emergency Shelter Services
Status: Completed 11/24/2020 4:13:49 PM
Location: 207 4th St Woodland, CA 95695-3501
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in
05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No
Initial Funding Date: 11/27/2019

Description:
This activity provides emergency shelter and services for homeless individuals and families.
Financing

CDBG	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
EN		2019	B19MCO60040	\$10,250.00	\$5,650.00	\$5,650.00
Total	Total			\$10,250.00	\$5,650.00	\$5,650.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	168	0
Black/African American:	0	0	0	0	0	0	56	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	10	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	8	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	250	0



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Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	250
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	250
Percent Low/Mod				100.0%

Annual Accomplishments

Years Accomplishment Narrative

Benefiting

2019 The Emergency Shelter Services program served 250 individuals, including 119 men, 106 women, and 23 children. There were 60 individuals (30% of Leavers) that exited to permanent housing. All participants received three meals per day, resource/referral services, and weekly case management.



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PGM Year: 2019

Project: 0009 - Empower Yolo, Shelter Services

IDIS Activity: 491 - Empower Yolo, Shelter Services

Status: Completed 9/1/2020 3:07:16 PM

Location: 175 Walnut St Woodland, CA 95695-3154

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

This activity will provide emergency food and shelter for the homeless, who are among the special population, victims of domestic violence.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MCO60040	\$6,750.00	\$0.00
Total	Total		\$6,750.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 35

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	39	31
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	1
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	1
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	41	33



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Female-headed Households: 0 0 0

Income Category:				
	Owner	Renter	Total	Person
Extremely Low	0	0	0	41
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	41
Percent Low/Mod				100.0%

Annual Accomplishments	# Benefitting	
Years	Accomplishment Narrative	
2019	There were significant challenges this year for Empower Yolo. COVID-19 increased barriers for victims, especially impacting their ability to leave. In the month of June, Empower Yolo's restraining order services more than doubled from the same period last year. As an agency, Empower Yolo's main priority is their clients' safety. Being able to provide emergency shelter to those in need is essential but Empower Yolo also needs to help clients with basic needs because individuals fleeing domestic violence often leave their personal belongings behind. Empower Yolo was able to financially assist clients to obtain copies of important documents that may be lost or have been left behind. The pandemic made that process more difficult as the Department of Motor Vehicles was not open and other businesses and government agencies were also closed. Everything took longer.	



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PGM Year: 2019

Project: 0010 - City of Woodland, Social Services Manager

IDIS Activity: 492 - City of Woodland, Social Services Manager

Status: Completed 9/1/2020 6:42:21 PM

Location: 300 1st St Woodland, CA 95695-3413

Objective: Create economic opportunities

Outcome: Availability/accessibility

Matrix Code: Other Public Services Not Listed in

05A-05Y, 03T (05Z)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

The Social Services Manager position provides strategic planning; community outreach; coordination with internal/external partners on services, programs, and projects; and referrals to address community social service needs, including individuals and families that are homeless or at risk of homelessness and at-risk youth.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MCO60040	\$6,000.00	\$0.00
Total	Total		\$6,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 70

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	60	10
Black/African American:	0	0	0	0	0	0	12	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	2	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	83	10



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Female-headed Households:

0

0

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	83
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	83
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	During the COVID pandemic, the Social Services Manager assisted in placing 100+ vulnerable homeless individuals in emergency, non-congregate shelter (local motels) following guidelines from FEMA, CDC, Public Health and County Health and Human Services Agency. The Social Services Manager assisted with case managing those sheltered which included many behavioral concerns. This came with increased service requests to police and fire agencies. The Social Services Manager assisted in supporting line staff and resolving issues between motel staff (non-congregate shelter sites) and clients. The Social Services Manager also coordinated data on the sheltering effort with the City's Emergency Operations Center.	



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PGM Year: 2019
Project: 0011 - Yolo Food Bank, Nourish Yolo Capacity Enhancement Project
IDIS Activity: 493 - Yolo Food Bank, Nourish Yolo Capacity Enhancement Project
Status: Completed 11/24/2020 4:12:58 PM
Location: 233 Harter Ave Woodland, CA 95776-5917
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Food Banks (05W)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No
Initial Funding Date: 11/27/2019

Description:
This activity will collect, sort, store, and distribute food to food insecure individuals.
Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MCO60040	\$6,000.00	\$3,452.28	\$3,452.28
Total	Total			\$6,000.00	\$3,452.28	\$3,452.28

Proposed Accomplishments
People (General) : 500

Actual Accomplishments
Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	500	260
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	500	260



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Female-headed Households:

0

0

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	375
Low Mod	0	0	0	125
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	500
Percent Low/Mod				100.0%

Annual Accomplishments

Years Accomplishment Narrative

Benefitting

2019 The Nourish Yolo Capacity Expansion Project surpassed its goal of a 50 percent scale up in food recovery and distribution for the 2019 - 2020 fiscal year in the City of Woodland, with activity of more than three million pounds of food as of June 2020 provided to approximately 20,000 people. Countywide, more than six million pounds of food were distributed. Furthermore, the project enabled the addition, expansion, and re-location of food distributions in Woodland to meet community needs, especially as the COVID-19 crisis impacted food access during the spring. The Yolo Food Bank's service to its nonprofit partners in Woodland also has expanded, with enhanced service to existing partners and the addition of new partners. The Nonprofit Partner Organization Program now numbers 84 participants, a nearly fifteen percent increase over the prior year. Much of the increased activity is Woodland-based, including Woodland Volunteer Food Closet, Meals On Wheels - Yolo County, Fourth and Hope, Woodland Community College, Yolo Community Care Continuum, Community Housing Opportunities Corporation, and several faith-based food pantries.



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PGM Year: 2019

Project: 0012 - Short Term Emergency Aid Committee, Woodland Homeless Prevention Program

IDIS Activity: 494 - Short Term Emergency Aid Committee, Woodland Homeless Prevention Program

Status: Completed 4/10/2020 7:51:41 PM

Location: 300 1st St Woodland, CA 95695-3413

Objective: Create economic opportunities

Outcome: Sustainability

Matrix Code: Subsistence Payment (05C)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

This activity will provide cash assistance to prevent low income households from being evicted from their rental housing and assist low income households move from homelessness into permanent housing with first month's rent assistance.
Payments will be made directly to landlords and property owners.

Financing

CDBG	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
	EN	2019	B19MC060040	\$7,500.00	\$7,500.00	\$7,500.00
Total	Total			\$7,500.00	\$7,500.00	\$7,500.00

Proposed Accomplishments

People (General) : 76

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	20	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	1	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	15	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	79	52
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total: 0 0 0 0 0 0 0 116 52

Female-headed Households: 0 0 0 0 0 0 0 116 52

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	89
Low Mod	0	0	0	27
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	116
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
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2019 The subrecipient provided rental assistance (eviction prevention and first month's rent) to 47 families and 116 people (unduplicated) during the first three quarters. CDBG funds assisted with these efforts.



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PGM Year: 2019

Project: 0013 - Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention

IDIS Activity: 495 - Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention

Status: Completed 11/24/2020 4:12:10 PM

Location: 25 N Cottonwood St Woodland, CA 95695-6609

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in
05A-05Y, 03T (05Z)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

The Yolo County Children's Alliance will assist low income individuals and families with Medical and CalFresh enrollment and retention.

Financing

CDBG	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
EN		2019	B19MCO60040	\$6,000.00	\$2,979.70	\$2,979.70
Total	Total			\$6,000.00	\$2,979.70	\$2,979.70

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	329	300
Black/African American:	0	0	0	0	0	0	6	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	26	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	364	300



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Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	312
Non Low Moderate	0	0	0	52
Total	0	0	0	364
Percent Low/Mod				85.7%

Annual Accomplishments

Benefiting

Years	Accomplishment Narrative
2019	The Yolo County Children's Alliance assisted a total of 364 individual Woodland residents to either enroll in, maintain coverage with, access services of receive support navigating use of benefits with Medical and Covered California health insurance and CalFresh nutrition assistance. This includes assisting seniors to become aware of their potential eligibility for Medi-Medi coverage and if interested, helping them to pursue this option.



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PGM Year: 2019

Project: 0014 - Northern California Children's Therapy Center, Project HOPE

IDIS Activity: 496 - Northern California Children's Therapy Center, Project HOPE

Status: Completed 4/16/2020 4:24:33 PM

Location: 1321 College St Woodland, CA 95695-4706

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Health Services (05M)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

This activity provides health care access for children with special needs through early intervention, socialization and an array of comprehensive multiple therapy programs aimed at helping children with disabilities achieve their greatest level of independence.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	\$6,000.00	\$6,000.00
Total	Total		\$6,000.00	\$6,000.00	\$6,000.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	140	95
Black/African American:	0	0	0	0	0	0	7	2
Asian:	0	0	0	0	0	0	23	4
American Indian/Alaskan Native:	0	0	0	0	0	0	2	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	2	2
Asian White:	0	0	0	0	0	0	9	0
Black/African American & White:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	11	8
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	201	112



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Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	124
Low Mod	0	0	0	52
Moderate	0	0	0	18
Non Low Moderate	0	0	0	7
Total	0	0	0	201
Percent Low/Mod				96.5%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	The Northern California Children's Therapy Center (NCCTC) exceeded all of its stated performance indicators and outcomes for the year. By December 31, 2019, NCCTC served 201 children from Woodland via Project Hope by providing health care access for special needs children through early intervention, socialization, and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence. 129 of the children served are newly enrolled, and all children waiting for services at the beginning of the grant term have been served. 100 children in Woodland have also accessed NCCTC's free developmental and social groups.	



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PGM Year: 2019

Project: 0016 - Legal Services of Northern California, Fair Housing Services

IDIS Activity: 497 - Legal Services of Northern California, Fair Housing Services

Status: Completed 9/1/2020 3:04:32 PM

Location: 619 North St Woodland, CA 95695-3237

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

Legal Services of Northern California will provide fair housing services.

Financing

CDBG	Fund Type	Grant Year	Grant	Funded Amount		Drawn In Program Year		Drawn Thru Program Year	
				Total	Hispanic	Total	Hispanic	Total	Hispanic
	EN	2019	B19MC060040	\$10,000.00		\$5,000.00		\$5,000.00	
Total	Total			\$10,000.00		\$5,000.00		\$5,000.00	

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	121	24
Black/African American:	0	0	0	0	0	0	21	0
Asian:	0	0	0	0	0	0	9	1
American Indian/Alaskan Native:	0	0	0	0	0	0	24	11
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	7	3
Asian White:	0	0	0	0	0	0	1	1
Black/African American & White:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	89	82
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	280	122



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Female-headed Households:

0

0

0

Income Category:

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	183
Low Mod	0	0	0	90
Moderate	0	0	0	7
Non Low Moderate	0	0	0	0
Total	0	0	0	280
Percent Low/Mod				100.0%

Annual Accomplishments

Years Accomplishment Narrative

Benefiting

2019 The Fair Housing Project provided by Legal Services of Northern California (LSNC) assisted 280 Woodland residents with housing issues, including claims of housing discrimination. Staff attorneys assessed all housing cases to determine whether the case involved potential discrimination. After interviewing the 280 Woodland residents who sought assistance with housing problems, staff determined that clients described legitimate discrimination in 28 cases: disability 24, race 1, gender 1, source of income 1, and familial status 1. LSNC provided the following level of service for the 28 cases: counsel and advice 7, limited action 7, and negotiated settlement/representation 14. Due to COVID-19, LSNC staff is working remotely and handling all cases, including fair housing cases, via phone, email, and regular mail. LSNC also had to cancel the annual in-person fair housing conference due to the pandemic, but is considering alternative means of providing the training this fall.



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PGM Year: 2019
Project: 0017 - CDBG Administration
IDIS Activity: 498 - CDBG Administration
Status: Completed 9/2/2020 11:16:01 AM
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

CDBG funds will be used for administration of the City of Woodland's CDBG program.

Financing

Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	\$98,174.77	\$66,471.42
Total	Total		\$98,174.77	\$66,471.42	\$66,471.42

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic

White:

Black/African American:

Asian:

American Indian/Alaskan Native:

Native Hawaiian/Other Pacific Islander:

American Indian/Alaskan Native & White:

Asian White:

Black/African American & White:

American Indian/Alaskan Native & Black/African American:

Other multi-racial:

Asian/Pacific Islander:

Hispanic:

Total:

Female-headed Households:

PR03 - WOODLAND



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Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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Total Funded Amount:	\$4,596,743.31
Total Drawn Thru Program Year:	\$624,666.11
Total Drawn In Program Year:	\$415,134.03

PR06 - Summary of Consolidated Plan Projects for Report Year

Page by:
Grantee: WOODLAND

Plan Year	IDIS Project	Project Title and Description	Program	Amount				
				Project Estimate	Committed Amount	Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2019	1	City of Woodland, Library ADA Restrooms Upgrade	CDBG	\$55,000.00	\$60,000.00	\$0.00	\$60,000.00	\$0.00
	2	Sacramento Valley Historical Railways, ADA Restroom Building	CDBG	\$4,000.00	\$46.58	\$46.58	\$0.00	\$46.58
	3	City of Woodland, ADA at approximately thirteen locations. Accessibility Program	CDBG	\$0.00	\$205,000.00	\$0.00	\$205,000.00	\$0.00
	4	New Hope Community Development Corporation, Cottonwood Meadows Phase 3	CDBG	\$59,025.00	\$65,000.00	\$0.00	\$65,000.00	\$0.00
	5	Communicare Health Centers, Outdoor Wellness Space	CDBG	\$8,000.00	\$8,700.00	\$0.00	\$8,700.00	\$0.00
	6	Meals on Wheels Yolo County, Home Delivered Meals Program	CDBG	\$0.00	\$9,250.00	\$5,495.52	\$3,754.48	\$5,495.52

IDIS Project	Project Title and Description	Program	Amount					
			Project Estimate	Committed Amount	Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year	
7	Yolo Community Care Continuum, New Dimensions Supported Housing	This activity provides housing and supportive services for adults who are at risk of homelessness and have a mental illness.	CDBG	\$6,276.00	\$7,026.00	\$3,983.35	\$3,042.65	\$3,983.35
8	Yolo Wayfarer Center, Emergency Shelter Services	This activity provides emergency shelter and services for homeless individuals and families.	CDBG	\$9,500.00	\$10,250.00	\$5,650.00	\$4,600.00	\$5,650.00
9	Empower Yolo, Shelter Services	This activity will provide emergency food and shelter for the homeless, who are among the special population, victims of domestic violence.	CDBG	\$6,000.00	\$6,750.00	\$0.00	\$6,750.00	\$0.00
10	City of Woodland, Social Services Manager	The Social Services Manager position provides strategic planning; community outreach; coordination with internal/external partners on services, programs, and projects; and referrals to address community social service needs, including individuals and families that are homeless or at risk of homelessness and at-risk youth.	CDBG	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00
11	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	This activity will collect, sort, store, and distribute food to food insecure individuals.	CDBG	\$6,000.00	\$6,000.00	\$3,452.28	\$2,547.72	\$3,452.28
12	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	This activity will provide cash assistance to prevent low income households from being evicted from their rental housing and assist low income households move from homelessness into permanent housing with first month's rent assistance.	CDBG	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00
13	Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Ret ention	The Yolo County Children's Alliance will assist low income individuals and families with Medical and CalFresh enrollment and retention.	CDBG	\$6,000.00	\$6,000.00	\$2,979.70	\$3,020.30	\$2,979.70

IDIS Project	Project Title and Description	Program	Amount				
			Project Estimate	Committed Amount	Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
14	Northern California Children's Therapy Center, Project HOPE	CDBG	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
15	Legal Services of Northern California will provide fair housing services.	CDBG	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00
16	CDBG Administration	CDBG	\$99,702.00	\$98,174.77	\$66,471.42	\$31,703.35	\$66,471.42
17	CV-Emergency Shelter Service Trailers	CDBG	\$302,041.00	\$302,041.00	\$0.00	\$302,041.00	\$0.00
	The CDBG-CV funds will be used to prevent, prepare for, and respond to Coronavirus. The sudden emergence of the Coronavirus, as well as the local, state, and national efforts to address and combat it, necessitate taking immediate action so that unsheltered homeless people living in the City can have additional shelter options as well as additional health and sanitation resources and that such indoor shelter could slow the spread of coronavirus. In support of the Emergency Shelter Project that will result in the construction of a 100-bed homeless shelter on City-owned property at the northwest corner of East Beamer Street and County Road 102, the City will need to purchase commercial modular trailers to provide restrooms, showers, laundry, and food service for the individuals using the shelter. The shelter will be operated by Woodland non-profit Yolo Wayfarer Center (dba Fourth and Hope).						
18	CV-Rental Assistance Program	CDBG	\$422,831.00	\$0.00	\$0.00	\$0.00	\$0.00
	The purposes of the Rental Assistance Program are to support low-income residents who are at greatest risk of displacement due to non-payment of rent related to the COVID-19 pandemic and to offset corresponding lost revenue that landlords need to provide housing services. The program will provide a one-time rent relief grant directly to landlords on behalf of low-income tenants to reduce the burden on tenants and ensure landlords receive the revenue needed to maintain housing services.						



PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR
02 ENTITLEMENT GRANT
03 SURPLUS URBAN RENEWAL
04 SECTION 108 GUARANTEED LOAN FUNDS
05 CURRENT YEAR PROGRAM INCOME
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)
06 FUNDS RETURNED TO THE LINE-OF-CREDIT
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE
08 TOTAL AVAILABLE (SUM, LINES 01-07)

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES
15 TOTAL EXPENDITURES (SUM, LINES 11-14)
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION
25 CUMULATIVE EXPENDITURES BENEFITTING LOW/MOD PERSONS
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)
32 ENTITLEMENT GRANT
33 PRIOR YEAR PROGRAM INCOME
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)

PY: PY: PY:

62,901.60
0.00
0.00
0.00
62,901.60
498,513.00
0.00
0.00
498,513.00
0.00
0.00
12.62%



PART V: PLANNING AND ADMINISTRATION (PA) CAP

37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	90,835.83
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	90,835.83
42	ENTITLEMENT GRANT	498,513.00
43	CURRENT YEAR PROGRAM INCOME	0.00
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	498,513.00
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	18.22%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	1	455	6292902	Yolo Wayfarer Center - Shelter Courtyard	03C	LMC	\$3,000.00
2017	1	455	6332689	Yolo Wayfarer Center - Shelter Courtyard	03C	LMC	\$14,000.00
2017	1	455	6360909	Yolo Wayfarer Center - Shelter Courtyard	03C	LMC	\$25,000.00
2018	2	471	6360909	Yolo Wayfarer Center, Shelter Courtyard Phase 2	03C	LMC	\$18,328.82
2018	3	472	6292902	City of Woodland, ADA Accessibility Program	03C	LMC	\$60,328.82
2018	3	472	6360909	City of Woodland, ADA Accessibility Program	03L	LMC	\$2,304.86
2019	2	484	6360909	Sacramento Valley Historical Railways, ADA Restroom Building	03L	LMC	\$114,527.06
2016	1	446	6332689	Yolo Family Service Agency Meeting Room Conversion	03L	LMC	\$46.58
2017	10	464	6332689	Yolo Family Service Agency - Onsite Therapeutic Playground	03P	LMC	\$116,878.50
2018	1	470	6332689	Yolo Community Care Continuum, Safe Harbor	03P	LMC	\$9,375.00
2018	1	470	6360909	Yolo Community Care Continuum, Safe Harbor	03P	LMC	\$21,025.00
2016	2	451	6292902	St. John's Retirement Village's Cooling Towers for PCU and Manors	03P	LMC	\$23,011.46
2019	6	488	6360909	Meals on Wheels Yolo County, Home Delivered Meals Program	03P	LMC	\$19,017.82
2018	5	474	6292902	Empower Yolo, Shelter Services	03P	LMC	\$72,429.28
2018	4	473	6292902	Legal Services of Northern California, Fair Housing Services	03Z	LMC	\$11,760.00
2019	16	497	6360909	Legal Services of Northern California, Fair Housing Services	03Z	LMC	\$5,495.52
2019	14	496	6360909	Northern California Children's Therapy Center, Project HOPE	05A	LMC	\$5,495.52
2018	6	475	6292902	Yolo Community Care Continuum, New Dimensions Supported Housing	05A	LMC	\$5,495.52
2019	7	489	6360909	Yolo Community Care Continuum, New Dimensions Supported Housing	05A	LMC	\$5,495.52
2019	12	494	6360909	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	05G	LMC	\$5,992.60
2019	11	493	6360909	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	05G	LMC	\$5,992.60
2018	7	476	6292902	Yolo Wayfarer Center, Emergency Shelter Services	05Q	LMC	\$7,500.00
2018	8	477	6292902	City of Woodland, Social Services Manager	05Q	LMC	\$7,500.00
2019	12	494	6360909	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	05Q	LMC	\$7,500.00
2019	11	493	6360909	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	05Q	LMC	\$7,500.00
2018	7	476	6292902	Yolo Wayfarer Center, Emergency Shelter Services	05W	LMC	\$3,452.28
2018	8	477	6292902	City of Woodland, Social Services Manager	05W	LMC	\$3,452.28
2019	12	494	6360909	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	05W	LMC	\$3,452.28
2019	11	493	6360909	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	05W	LMC	\$3,452.28
2018	7	476	6292902	Yolo Wayfarer Center, Emergency Shelter Services	05Z	LMC	\$2,811.35
2018	8	477	6292902	City of Woodland, Social Services Manager	05Z	LMC	\$1,543.54



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	12	481	6292902	Yolo County Children's Alliance, Medical & CalFresh Enrollment & Retention	05Z	LMC	\$2,941.82
2019	8	490	6360909	Yolo Wayfarer Center, Emergency Shelter Services	05Z	LMC	\$5,650.00
2019	13	495	6360909	Yolo County Children's Alliance, Medical & CalFresh Enrollment/Retention	05Z	LMC	\$2,979.70
Total							\$15,926.41
							\$324,298.20

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2019	6	488	6360909	No	Meals on Wheels Yolo County, Home Delivered Meals Program	B19MCO60040	EN	05A	LMC	\$5,485.52
										\$5,495.52
2018	5	474	6292902	No	Empower Yolo, Shelter Services	B18MCO60040	EN	05G	LMC	\$5,992.60
										\$5,992.60
2018	4	473	6292902	No	Legal Services of Northern California, Fair Housing Services	B18MCO60040	EN	05J	LMC	\$5,000.00
2019	16	497	6360909	No	Legal Services of Northern California, Fair Housing Services	B19MCO60040	EN	05J	LMC	\$5,000.00
										\$10,000.00
2019	14	496	6360909	No	Northern California Children's Therapy Center, Project HOPE	B19MCO60040	EN	05M	LMC	\$6,000.00
										\$6,000.00
2018	6	475	6292902	No	Yolo Community Care Continuum, New Dimensions Supported Housing	B18MCO60040	EN	05O	LMC	\$4,551.44
2019	7	489	6360909	No	Yolo Community Care Continuum, New Dimensions Supported Housing	B19MCO60040	EN	05O	LMC	\$3,983.35
										\$8,534.79
2019	12	494	6360909	No	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	B19MCO60040	EN	05Q	LMC	\$7,500.00
										\$7,500.00
2019	11	493	6360909	No	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	B19MCO60040	EN	05W	LMC	\$3,452.28
										\$3,452.28
2018	7	476	6292902	No	Yolo Wayfarer Center, Emergency Shelter Services	B18MCO60040	EN	05Z	LMC	\$2,811.35
2018	8	477	6292902	No	City of Woodland, Social Services Manager	B18MCO60040	EN	05Z	LMC	\$1,543.54
2018	12	481	6292902	No	Yolo County Children's Alliance, Medical & CalFresh Enrollment & Retention	B18MCO60040	EN	05Z	LMC	\$2,941.82
2019	8	490	6360909	No	Yolo Wayfarer Center, Emergency Shelter Services	B19MCO60040	EN	05Z	LMC	\$5,650.00
2019	13	495	6360909	No	Yolo County Children's Alliance, Medical & CalFresh Enrollment/Retention	B19MCO60040	EN	05Z	LMC	\$2,979.70
										\$15,926.41
										\$62,901.60
										\$62,901.60

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	14	482	6292902	CDBG Administration	21A		\$24,364.41
2019	17	498	6332689	CDBG Administration	21A		\$42,671.43
2019	17	498	6360909	CDBG Administration	21A		\$23,799.99
Total					21A	Matrix Code	\$90,835.83
							\$90,835.83

Woodland Daily Democrat

711 Main Street
Woodland, CA 95695
530-406-6223
legals@dailydemocrat.com

2130710

WOODLAND, CITY OF - LEGALS
ATTN: ACCOUNTS PAYABLE
300 FIRST ST
WOODLAND, CA 95695

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA
COUNTY OF YOLO

FILE NO. #21-09 - PHN CAPER FY 2019/20

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Daily Democrat, a newspaper published in the English language in the City of Woodland, County of Yolo, State of California.

I declare that the Daily Democrat is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order dated June 30, 1952 in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Daily Democrat as a Newspaper of General Circulation, Case Number 12659. Said order states "The Daily Democrat" has been established, printed and published in the City of Woodland, County of Yolo, State of California; That it is a newspaper published daily for the dissemination of local and telegraphic news and intelligence of general character and has a bona fide subscription list of paying subscribers; and...THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:...That "The Daily Democrat" is a newspaper of general circulation for the City of Woodland, County of Yolo, California. Said order has not been revoked.

I declare that this notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/13/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland, California, this
13th day of March 2021



(Signature) Jill Teer

Legal No.

0006559850

NOTICE OF PUBLIC HEARING CITY OF WOODLAND CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR FY 2019/20

Notice is hereby given that the City of Woodland's Community Services Department has completed its Consolidated Annual Performance Evaluation Report (CAPER) for the period of July 1, 2019 to June 30, 2020. The CAPER concerns the overall use of Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development (HUD) in relationship to the needs of the community as outlined in its Consolidated Plan.

The City's overall objective in the CDBG program is the development of viable communities by providing decent housing, a suitable living environment, and expansion of economic opportunities primarily for low-to-moderate income persons.

The City's CAPER is available for public review through March 29, 2021. Comments may be mailed to the City of Woodland Community Services Department, 2001 East St., Woodland, CA 95776 or emailed to dan.sokolow@cityofwoodland.org. Copies of the CAPER are available for review at the Community Development Department (City Hall, 300 First St.) during regular business hours and on the City's website (www.cityofwoodland.org). The City Council will hold a public hear-

ing at its April 6, 2021 meeting to receive public comments on the CAPER and take final action on the CAPER. Please contact Dan Sokolow, Senior Planner at (530) 661-5927 or dan.sokolow@cityofwoodland.org for further information regarding the CAPER.

**AVISO DE
AUDIENCIA PÚBLICA
CIUDAD DE
WOODLAND
INFORME
CONSOLIDADO
ANUAL DE
RESULTADOS
DEL 2019/20**

El aviso se da por este medio que la ciudad de Woodland ha terminado el Informe Consolidado Anual de Resultados para el período del 1 de julio de 2019 al 30 de junio de 2020. El Informe Consolidado Anual de Resultados se refiere al uso total de los fondos de Desarrollo de la Comunidad de la ciudad de Woodland (Community Development Block Grant - CDBG) recibidos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos en la relación a las necesidades de la comunidad conforme a su plan consolidado.

El objetivo general de la ciudad en el programa de CDBG es el desarrollo de comunidades de viables por el proveo de viviendas adecuadas, un medio ambiente apropiado, y la extensión de oportunidades económicas principalmente para las personas de ingresos bajos a moderados.

El Informe Consolidado Anual de Resultados está disponible para revisión pública hasta el 29 de marzo de 2021. Comentarios pueden ser enviados por correo a el Departamento de Servicios Comunitarios de la Ciudad de Woodland, 2001 East St., Woodland, CA 95776 o por email a dan.sokolow@cityofwoodland.org

and.org. Copias de
revisión están
disponibles en el
Departamento de
Desarrollo Comunit-
ario (300 First St.)
durante horas regu-
lar de trabajo o en el
sitio de la Ciudad (w
ww.cityofwoodland.
org). Habrá una jun-
ta publica, el 6 de
abril para recibir
c o m e n t a r i o s
públicos sobre CA-
PER y para tomar la
decisión final. Por
favor de hablar con
Dan Sokolow, Senior
Planner al (530) 661-
5927 o por email a: d
an.sokolow@cityofw
oodland.org para
más información
sobre CAPER.

Dated: March 13,
2021
Ana B. Gonzalez,
City Clerk

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE FISCAL YEAR 2019/20 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT**

WHEREAS, the City is required to submit its CDBG CAPER to the U.S. Department of Housing and Urban Development (HUD) each year to summarize the City's progress towards meeting its community development needs and objectives in one program year.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve the City's FY2019/20 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2019/20 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

PASSED, APPROVED AND ADOPTED this 6th day of April 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

RESOLUTION NO. 7670

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE FISCAL YEAR 2019/20 COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT**

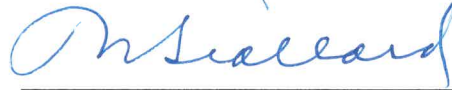
WHEREAS, the City is required to submit its CDBG CAPER to the U.S. Department of Housing and Urban Development (HUD) each year to summarize the City's progress towards meeting its community development needs and objectives in one program year.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve the City's FY2019/20 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2019/20 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

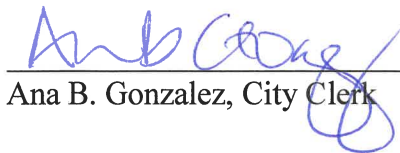
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: K.19
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: April 6, 2021
ITEM #: K.20
SUBJECT: First Reading - Ordinance Adding Section 13.08.170 of the Municipal Code Relating to Residential Receptacle Location Requirements

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of an Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Receptacle Location Requirements.

Staff Contact:

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

Fiscal Impact:

There is no fiscal impact.

Background:

Woodland has seen an increase in residential waste receptacles left in the street, on driveway aprons or front yards days after trash pick-up. Unretrieved waste containers create visual blight and obstruct parking in neighborhoods. Woodland's Municipal Code currently allows the placement of residential receptacles on or against the curb for collection only if it is removed within 24 hours after collection. However, the Code does not specify how early a receptacle can be placed on or against the curb prior to collection, which allows residents to leave their receptacles out for longer than needed, some left out permanently. For years, staff and Code Enforcement received complaints of receptacles left out for days and even weeks. Staff will continue to provide outreach and education to residents about proper receptacle placement and etiquette. However, as long as the Code fails to restrict the time receptacles may be placed before pick-up, Code Enforcement will lack the ability to warn or cite residents who continue to leave their receptacles out, to the frustration of their neighbors.

Discussion:

In an effort to reduce blight and remediate parking obstructions, Staff recommends that City Council adopt a waste receptacle ordinance, to be added as Section 13.08.170 of the Woodland Municipal Code, to provide greater definition, instruction, and time constraints for receptacle placement. The ordinance requires that residents screen their receptacles from public view when not placed out for collection. The proposed ordinance also provides clarification on receptacle placement on alleyways and private driveways not previously addressed.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of an Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Receptacle Location Requirements.

Prepared by: Stephen Coyle, Deputy Director of Community Development

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



Ken Hiatt
City Manager

Attachments:

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WOODLAND,
CALIFORNIA, ADDING SECTION 13.08.170
(RESIDENTIAL RECEPTACLE LOCATION
REQUIREMENTS) TO TITLE 13 (PUBLIC SERVICES),
CHAPTER 13.08 (GARBAGE AND YARD REFUSE
SERVICE), OF THE CITY OF WOODLAND MUNICIPAL
CODE, TO ESTABLISH NEW REQUIREMENTS RELATED
TO THE LOCATION OF GARBAGE AND YARD REFUSE
RECEPTACLES**

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City of Woodland (“City”) to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the Woodland Municipal Code (“WMC”) currently does not address the placement of garbage and yard refuse receptacles; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

**SECTION 1. Title 13 (Public Services), Chapter 13.08 (Garbage and Yard Refuse Service),
Section 13.08.170.** Section 13.08.170 is hereby added to Title 13, Chapter 13.08 as follows:

13.08.170 Residential Receptacle location requirements.

A. Street Service Standard for Residences. Unless determined by the City under Paragraph B of this section, all residences shall place receptacles as follows. Receptacles for solid waste, recycling, and yard waste must be placed for collection at the street curb or edge of road right-of-way no earlier than 6:00 p.m. the evening before scheduled collection day, but no later than 6:00 a.m. on scheduled collection day, holidays included. Receptacles must be removed from the street and screened from public view as soon as possible, but no later than 24 hours after collection. The wheels of the receptacles must be placed in the gutter with the handle facing the residence. Receptacles must be at least three feet from any obstruction such as, but not limited to, automobiles, trailers, motor homes, fences, lampposts, portable basketball hoops, mailboxes, or other automated receptacles. Receptacles are not to block pedestrian access.

B. Exceptions to Street Service. In some cases, such as where a residence has no street access, the City may, in its sole discretion, determine that the residence shall be serviced through an alleyway. In such cases, receptacles for solid waste, recycling, and yard waste must be placed for collection adjacent to the alley property line, with direct access from the alleyway, or as directed by the City or its contract hauler, no earlier than 6:00 p.m. the evening before scheduled collection day, but no later than 6:00 a.m. on scheduled collection day, holidays included. Receptacles must be removed from the right-of-way and screened from public view as soon as possible, but no later than 24 hours after collection. The base of the receptacle must be placed on

a stable, level surface with the handle facing the residence. Receptacles must be at least three feet from any obstructions such as, but not limited to, automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated receptacles.

C. Residences with Private Driveways. Receptacles for solid waste, recycling, and yard waste must be placed at the nearest road right-of-way no earlier than 6:00 p.m. the evening before scheduled collection day, but no later than 6:00 a.m. on scheduled collection day, holidays included. Receptacles must be removed from the right-of-way and screened from public view as soon as possible, but no later than 24 hours after collection. The receptacle must be placed on a level surface with the handle facing the shoulder of the road. Receptacles must be at least three feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated receptacles.

D. For purposes of this section, “alleyways” shall mean a recorded easement for public access near a residential property or between residential properties.

E. For purposes of this section, “private driveways” shall mean a private roadway owned by a private person or business.

F. For purposes of this section, “screen” means blocked from public view from the street or public right-of-way with a permanent fence, enclosure, landscaping, or other comparable facility.

SECTION 2. 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 3. 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 4. 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, California 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: April 6, 2021
ITEM #: K.21
SUBJECT: Three-Year Agreement with Advance Peace to Provide Gun Violence Reduction Program Services to the City

Recommendation for Action: Staff recommends that the City Council adopt Resolution No.

_____, authorizing the City Manager to (1) execute a three-year contract with Advance Peace to provide gun violence reduction program services in the amount not to exceed \$200,000 per year and (2) appropriate \$200,000 per year from Measure J funds.

Staff Contact

Ken Hiatt, City Manager, 530-661-5800, ken.hiatt@cityofwoodland.org

Fiscal Impact

Implementation of the Advance Peace Peacemaker Fellowship strategy in Woodland will not exceed \$200,000 each year. These funds will be used to hire two full-time Fellowship staff (2 Neighborhood Change Agents) and cover operating costs (facilities, supplies and equipment, direct client support expenses, program expenses, internships and indirect costs). Funding for the first year of the contract will be covered by Measure J funds approved within the existing FY20/21 Budget with the funding for the remaining years incorporated into the FY21/22 and FY22/23 budgets.

Advance Peace and its fiscal agent, RISE Inc., will provide a 20% match of City funds totaling \$40,000 annually. The match will be provided in terms of both cash and in-kind and will be dedicated for program management, administrative support, and workforce readiness and evaluation services. Additional budget details are included in Exhibit B in the attached contract.

Background

For the past six years, the City of Woodland has seen a continued increase in violent crimes involving firearms. Between 2014-2015 the Police Department partnered with the Federal Bureau of Alcohol, Tobacco and Firearms to conduct undercover buys of illegally possessed firearms. The resulting investigation yielded more than 350 firearms; 120 of these firearms were customized short-barreled rifles. In many instances, local gang member suspects manufactured these firearms. In 2018, Woodland experienced 11 incidents of gun violence. Out of these 11 shootings, four individuals were injured. During 2019 through early 2020, the most violent period, a shooting occurred on average once every 10 days. Of the 37 confirmed shootings during this period, eight individuals were injured and four more were killed. Investigations have confirmed that local gang members committed the vast majority of these shootings.

Compounding the situation over the past decade, there has been a steady increase in the calls for service impacting the ability of the Department to engage in more proactive policing and community engagement.

Discussion

The City Manager's Office and the Police Department have been actively evaluating strategies to address gun violence in the community. In 2019, Police Chief Derrek Kaff initiated contact with representatives from Advance Peace, a non-profit organization based in Richmond, California. Advance Peace, through its Peacemaker Fellowship strategy, works to interrupt gun violence in urban neighborhoods by providing

transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence. A priority of the Peacemaker Fellowship is to ensure greater support and connectivity to human, social, and economic opportunities, to young adults who are traditionally isolated from those services. By working with and supporting a targeted group of individuals at the core of gun hostilities, Advance Peace bridges the gap between anti-violence programming and a hard-to-reach population at the center of violence in urban areas. Specifically, their Peacemaker Fellowship program provides opportunities to young adults by placing them in high-touch, personalized 18-month fellowships grounded in evidence-based practices that include:

- Street Outreach
- Mentoring
- Intensive Case Management
- Life Skills Training
- Cognitive Behavioral Therapy
- Subsidized Employment

The Peacemaker Fellowships consist of seven intensive touch points:

1. LifeMAP Goals
2. Multiple Daily Check-ins
3. Social Services Navigation
4. Transformative Travel
5. Elders Circle/Intergenerational Mentoring
6. Internship Opportunities
7. LifeMAP Milestone Allowance

Several cities in California have invested in the Peacemaker Fellowship program as a key element of their strategy to address increasing rates of gun violence in their communities. The cities of Richmond, Sacramento, Stockton, and Fresno have all partnered with Advance Peace to develop and implement this model and initial assessment shows positive outcomes in each community (see Attachment 3). The exploration and research related to Advance Peace have demonstrated it is a high-quality program that will bring new and additional resources to Woodland to address gun violence.

RISE (Rural Innovations in Social Economics) Inc., will serve as the fiscal agent in Woodland for Advance Peace. RISE, Inc., a public benefit non-profit, provides and delivers seamless social services to the entire population of Western Rural Yolo County and a strong resiliency catalyst for young people in the community. RISE, Inc. will provide a 20% match of City funds totaling \$40,000 annually. The match will be provided in terms of both cash and in-kind and will be dedicated for program management, administrative support, and workforce readiness and evaluation services.

The City's partnership with Advance Peace and its fiscal agent RISE, Inc. is in support of the City Council's goal of ensuring Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the projection of our community from risk or harm.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to (1) execute a three-year contract with Advance Peace to provide gun violence reduction program services in the amount not to exceed \$200,000 per year and (2) appropriate \$200,000 per year from Measure J funds.



Ken Hiatt
City Manager

Attachments:

1. Resolution - Agreement with Advance Peace 2021-04-06
2. CONTRACT Advance Peace Professional Services Agreement 2021-04-06
3. Attachment 3 Advance Peace - Berkeley Outcome for City of Sacramento 2018-19
4. Reso_7671 Three-year Contract Advance Peace

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO (1) EXECUTE A THREE-YEAR
CONTRACT WITH ADVANCE PEACE TO PROVIDE GUN VIOLENCE REDUCTION
PROGRAM SERVICES IN THE AMOUNT NOT TO EXCEED \$200,000 PER YEAR
AND (2) APPROPRIATE \$200,000 PER YEAR FROM MEASURE J FUNDS

WHEREAS, the City has expressed the need to invest in programs to reduce gun violence in the community, in support of the City Council's goal of ensuring 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; and

WHEREAS, the City is committed to ensuring that youth and young adults most impacted by gun violence lead productive, safe, healthy and law-abiding lives free from gun violence; and

WHEREAS, evidence-based and promising practices related to gun violence intervention and interruption are needed to help build individual, family, and community strength and resiliency in neighborhoods most impacted by gun violence; and

WHEREAS, Advance Peace, through its Peacemaker Fellowship strategy, works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence

WHEREAS, Advance Peace will serve as the home community based organization with the intent to help build and sustain local community capacity to interrupt gun violence in Woodland and effectively bridge the gap between conventional anti-violence programs and those most affected by gun violence.

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute a three-year contract with Advance Peace to provide gun violence reduction program services in the amount not to exceed \$200,000 per year, and

SECTION 2. That the City Council hereby authorizes the City Manager to appropriate \$200,000 per year from Measure J funds.

PASSED AND ADOPTED by the City Council this 6th day of April 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR GUN VIOLENCE REDUCTION
PROGRAM SERVICES**

CM #	
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This Agreement is made and entered into this 6th day of April, 2021 by and between the City of Woodland, a California municipal corporation (“City”) and Advance Peace (fiscal agent, RISE, Incorporated), a non-profit corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing gun violence reduction program services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services as specified in Exhibit A (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional gun violence reduction program consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from May 1, 2021 to April 20, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the

term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit A attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits A attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the annual amounts and for the purposes set forth in Exhibit B attached hereto and incorporated herein by reference. The total compensation shall not exceed \$200,000 annually without written approval of the City Manager or his designee. Consultant shall not be reimbursed for any expenses unless authorized in writing by City and consistent with the annual budget set forth in Exhibit B. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City an invoice for 50% of the contract amount for the first year this Agreement upon execution of the Agreement; this initial payment will not exceed \$100,000. The balance of the contract amount will be paid as follows:

Agreement Period	Invoice Date	Payment Due	Amount Due
Agreement Execution	4/7/2021	Due upon receipt of invoice	\$100,000
May 1- October 1, 2021	11/1/2021	11/15/2021	\$100,000
November 1, 2021-April 30, 2022	5/1/2022	5/15/2022	\$100,000
May 1- October 1, 2022	11/1/2022	11/15/2022	\$100,000
November 1, 2022-April 30, 2023	5/1/2023	5/15/2023	\$100,000
May 1- October 1, 2023	11/1/2023	11/15/2023	\$100,000
		Total Payments	\$600,000

City will make the subsequent payments upon satisfactory review of the prior quarter report from Consultant. The quarterly reports shall additionally document use of the 20% matching funds of \$40,000 provided by Consultant toward the project.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due

such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

5.3.1 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates Khaalid Muttaqi, Chief Operation Officer, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. 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; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services 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 or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 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 the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing 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.

6.3.1.3 Severability. In the event of 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 claim is 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.

6.3.1.4 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

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

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

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

6.3.2.2 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City 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.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the

subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. As long as the Consultant remains in good standing with all contractual services, the City commits to seeing the completion of this three year agreement. However, City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: City Manager's Office

Consultant:

Advance Peace
440 Civic Center Plaza Suite 360
Richmond, CA 94804
Attn: Khaalid Muttaqi

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

11.2.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall

defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by

YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 California Labor Code Requirements.

11.5.1 Consultant is aware of 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 ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant and all subconsultants 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 Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

11.5.2 If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated

by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

11.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

11.6 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.

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

11.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the 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.

11.19 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.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.21 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.22 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.

11.23 Federal Provisions. If funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit C (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF WOODLAND

ADVANCE PEACE (fiscal agent RISE, Inc.)

By: _____
Ken Hiatt
City Manager

By: _____
DeVone Boggan
Chief Executive Officer, Advance Peace

By: _____
Tico Zendejas
Executive Director, RISE, Inc.

Attest:

Attest:

By: _____
Ana Gonzalez
City Clerk

By: _____
[Name]
[Title]

Approved as to Form:

By: _____
Ethan Walsh, City Attorney
Best Best & Krieger LLP

EXHIBIT “A”

Scope of Work

Advance Peace

TECHNICAL ASSISTANCE/SUPPORT AGREEMENT

City of Woodland

PERSONNEL Management Support

- Provide job descriptions for Program Manager, Neighborhood Change Agents (NCAs) and Peacekeepers.
- Assist with recruiting, screening, and hiring of staff.
- Provide 100 hours of training and development for new staff.

OPERATIONS Management Support

- Participation in weekly strategy meetings with Program Managers from other AP cities.
- Support gradual step-by-step roll out of program components to ensure model fidelity and program effectiveness.
- Participation in quarterly Learning Community retreats with Evaluator and State/National partners.
- Monthly meetings with City staff and program partners.

PROGRAM DEVELOPMENT & IMPLEMENTATION Support

- Assist with the identification, assessment, selection/enrollment and mapping of Peacemaker Fellows.
- Support program buildout including stakeholder engagement, hot spot assessment, branding, infrastructure, and strategic communications.
- Cultivate capacity of local service providers and public systems to better serve target population.
- Develop protocols for law enforcement and staff interactions.
- Support future grant development to solidify and promote program sustainability.

LEARNING and EVALUATION Support (UC Berkeley)

- Collect and provide aggregate and individualized data with unique identifiers associated with Fellowship participants and their engagement with associated activities of the Peacemaker Fellowship.
- Provide data analysis of gun-related assaults and homicides using a multivariable negative binomial mixed-effects regression at the level of the city, hot spot neighborhoods and specific timeframes.

- Produce final evaluation report of program delivery, indicators of program success, and outcomes.

BENCHMARKS

- Hire and train staff and secure office location within the City of Woodland.
- Secure MOU's with key community partners.
- Launch street outreach apparatus within 6 months of contract execution. Begin identifying and engaging potential fellows and providing community conflict mediation.
- Provide quarterly reports to the City jurisdiction demonstrating progress within 30 days following end of each quarter.
- Provide 18-month intensive Peacemaker Fellowship engagement to at least 20 in-risk residents.
- Upon completion of second year of operations, provide 2-Year comprehensive evaluation report including but not limited to:
 - Number of participants that complete the program
 - Number of participants with new gun charges/arrest
 - Social services received after enrolling in program
 - Percentage of LifeMAP milestones reached by fellows
 - Number of fellows entering internships
 - Number of participants injured or deceased from gunfire
- Continue on-going street outreach apparatus, conflict mediations, and engagement with additional 15-20 potential fellows for next Peacemaker Fellowship.

GOALS

- 100% of enrolled participants receive cognitive behavioral therapy, culturally competent mentoring/life coaching and other supportive services.
- 75% of enrolled participants complete 18-month Fellowship.
- 65% of enrolled participants remain free of new gun charges while enrolled in the program.
- 70% of enrolled participants with no new firearm related injuries or hospitalizations while enrolled in the program.
- 80% of enrolled participants will accomplish one or more LifeMAP milestones.
- 50% of participants receive work-readiness training

EXHIBIT “B”

Advance Peace
City of Woodland

Budget Narrative
[Annual]

Personnel: \$84,500

2 FTE Neighborhood Change Agents (NCA) to conduct street outreach, crisis response and provide case management to fellows. NCAs provide culturally competent healing-centered mentorship and are accessible to the fellows 365 24/7 for at least 18 months.

Operations: \$115,500

Facilities- office space in Woodland for daily Advance Peace staff meetings, weekly Life Skills classes and counseling sessions for fellows.

Supplies/Equipment – phones, uniforms, office furniture, computers, mileage reimbursements.

Direct Client Support – this includes an allocation of up to \$1,500 per client for direct support including food, educational supplies, transportation, clothes, household items and other needs related to facilitating successful program engagement.

Program Expenses – Life Skill classes, LifeMAPs, Transformative Travel, Elders Circle.

AP Technical Support, Evaluation, Training & Development

Indirect Cost @ 5%

Match: \$40,000

Advance Peace and RISE Inc. will provide a 20% match of City funds. The match will be provided in terms of both cash and in-kind and will be dedicated for program management, administrative support, workforce readiness and evaluation services.

Outcome Evaluation of Advance Peace Sacramento, 2018-19.

Prof. Jason Corburn & Amanda Fukutome-Lopez

UC Berkeley, IURD

March 2020

Summary:

This report evaluates the outcomes of the Advance Peace (AP) Sacramento Program from January 2018-December 2019. The focus is on the 18-month Peacemaker Fellowship, which ran between July 2018-December 2019. During this time, 50 fellows were engaged by 6 NCAs. Professor Jason Corburn and the Institute of Urban and Regional Development (IURD) at UC Berkeley (UCB) acted as the independent evaluator of the Advance Peace Sacramento program. In this capacity, UCB gathered and analyzed weekly data from all AP street outreach workers (called Neighborhood Change Agents, NCAs), we interviewed outreach workers about their work and the fellows they engaged, and tracked fellow data and progress with their NCA mentors. We also obtained gun homicide and assault data from the Sacramento Police Department from 2014 through the end of the program period.

This report offers a descriptive and statistical analysis of the AP Sacramento program for the two- year period from 2018-2019. The evaluation focuses on City of Sacramento defined indicators of program success, which include:

- (1) The reduction (if any) in gun homicides and assaults (20-25% reduction is goal);
- (2) Participant data of the Peacemaker Fellowship, including:
 - a. The number of participants that completed the program;
 - b. The number of participants with new gun charges/arrests while enrolled in the program;
 - c. The number of participants, if any, shot or killed by firearms during the program;
 - d. Any social services received after enrolling in the program;
 - e. Percentage of LifeMAP milestones reached by participants¹ and;
 - f. The number of participants entering paid internships.

The report provides a brief overview of the Advance Peace Sacramento program, our research methods and findings. We include both quantitative and qualitative data in our findings.

Background:

The City of Sacramento, California, began a partnership with Advance Peace in January 2018 by entering into a contract to provide “transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence.” Advance Peace is a non-profit organization that “is dedicated to ending cyclical and retaliatory gun violence in American urban neighborhoods” by investing “in the development, health, and wellbeing of those at the center of

¹ LifeMAP (Management Action Plan) is an individually tailored set of goals developed with each fellow to help them avoid a life at the center of street gun violence. Each participant is expected to make progress on their LifeMAP goals. Examples LifeMAP goals include but are not limited to: attendance and completion of anger management classes; obtaining high school diploma; attending parenting classes; attending drug or alcohol rehabilitation meetings; etc.



this crisis” (advancepeace.org). Advance Peace was charged with enrolling up to 50 residents most impacted by cyclical and retaliatory gun violence into their Peacemaker Fellowship®, an intensive, 18-month developmental, healing-centered, individualized, mentorship and life coaching program that acknowledges and is responsive to each Fellow’s untreated trauma and invests in their well-being. The 50 Fellows were identified from a group of about 200 individuals suspected of being involved in gun violence according to local and regional public safety stakeholders, local neighborhood knowledge and observations and learnings of AP outreach workers. The age, ethnicity and some prior history of each Fellow is recorded by AP once they are enrolled in the Fellowship.

The Fellowship is delivered by a team of six Neighborhood Change Agents (NCAs) who perform daily street outreach to Fellows and others that are in their influential circles. At least two AP Sacramento NCAs were deployed daily in the three communities most impacted by gun violence (defined as AP Zones by the City of Sacramento) which included Del Paso Heights, Oak Park and South Sacramento (see Figure 1). The NCAs are credible messengers, meaning they bring life experience, conflict mediation and mentorship skills to the target population. The NCAs use their skills to build meaningful relationships with those at the center of cyclical and retaliatory gun violence in Sacramento. Utilizing a Life Management Action Plan (LifeMAP), NCA’s offer Peacemaker Fellows an individualized pathway to avoid violence and heal from the complex and often untreated traumas experienced within their communities.

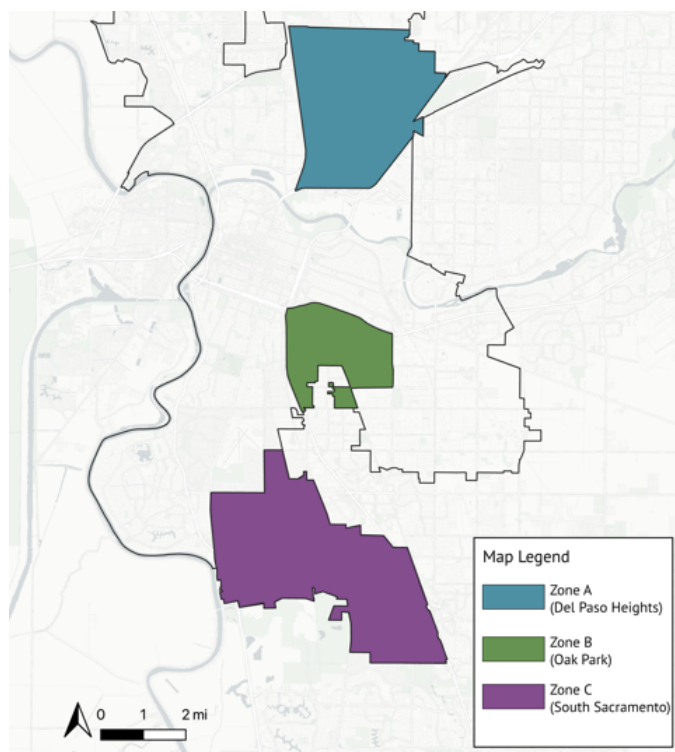
The LifeMAP is drafted at the onset of the Peacemaker Fellowship jointly by the fellow and their mentor, NCA. Each LifeMAP is tailored to the specific needs of each fellow and includes goals to reach during the 18-month Fellowship, such as getting a GED, driver’s license, and obtaining substance abuse or anger management supports. NCAs perform ‘double duty’ on a daily basis, since they work to mediate street conflicts, interrupt imminent violence, and respond to shootings, while also helping Fellows work toward their goals and help them navigate social services. All NCAs record the number and time spent with each fellow, as well as general street outreach activities. NCAs also record the number of conflicts they respond to and the hours spent for these activities. NCAs also record their Fellows’ progress toward their LifeMAP goals during the Fellowship period. As part of the Peacemaker Fellowship, additional supportive services are offered and can include: mental health counseling, job development, stipends, life skills classes and transformation travel.

Findings:

The 18-month Fellowship began in July 2018 and lasted through December 2019. The first six months of the Advance Peace program were ‘start-up’ focused on hiring and establishing community credibility (see *Year 1 Sacramento Advance Peace Report*, <https://www.advancepeace.org/wp-content/uploads/2020/02/Advance-Peace-Sacramento-2018-Progress-Report-final.pdf> for a detailed explanation of the start-up period and contents). While an initial 67 Fellows were identified and engaged, 50 remained engaged during the 18-month

Fellowship. Seventeen of the original cohort were arrested early in the program and/or were

Figure 1: Advance Peace Zones, City of Sacramento, California



transient or less responsive to being thoroughly engaged throughout the Fellowship period.

We utilized crime data from 2014 through June 2018 to establish a baseline, or average, to compare to the intervention period. We used historical data to create two comparison groups. For the first comparison group, we calculated the mean of the number of gun homicides and gun assaults for the two 18-month periods prior to the launch of the AP intervention in July 2018; July 2014- December 2015 and July 2016-December 2017. The ‘treatment’ or intervention period was from July 2018 through December 2019.

The second comparison group used annual averages of gun homicides and assaults. We created this second comparison group since most municipalities and the Federal Bureau of Investigation (FBI) Uniform Crime Reports (UCR), issue crime data on an annual basis. We report on crime data in the Advance Peace treatment areas, called AP Zones², and for the entire City of Sacramento, using both comparison groups.

² AP Zones were created by the City of Sacramento, Gang Prevention Task Force, at the outset of the AP program, and include geographic areas called, “Del Paso Heights,” Oak Park, and “South Sacramento. See Figure 1 for geographic locations of AP Sacramento Zones.

We found that for the 18-month Peacemaker Fellowship period (July 2018-December 2019; Table 1):

- Gun homicides and assaults **declined by 22%** in all the AP Zones combined.
- Gun homicides and assaults **declined by 39%** in the Del Paso Heights AP Zone.
- Gun homicides and assaults **declined by 21%** in the Oak Park AP Zone.
- Gun homicides and assaults **declined by 2%** in the South Sacramento AP Zone.
- Gun homicides and assaults **declined by 10%** citywide.

Table 1: Gun Homicides & Assaults during 18-Month Advance Peace Intervention (2018-2019)

Area	Mean, 18-month periods 2014-2017	18 Month AP Fellowship (July 2018-Dec. 2019)	Percent Change
All AP Zones	238	186	-22%
Del Paso Heights	104	63	-39%
Oak Park	45.5	36	-21%
South Sacramento	88.5	87	-2%
Non-AP Zone	127	142	12%
Citywide	365	328	-10%

We also analyzed impacts for the AP intervention period just in 2019 (January-December). When we compared 2019 data to the average number of annual gun homicides and assaults in Sacramento (Table 2), we found:

- Gun homicides and assaults **declined by 27%** in all the AP Zones combined.
- Gun homicides and assaults **declined by 46%** in the Del Paso Heights AP Zone.
- Gun homicides and assaults **declined by 7%** in the Oak Park AP Zone.
- Gun homicides and assaults **declined by 14%** in the South Sacramento AP Zone.
- Gun homicides and assaults **declined by 21%** citywide.

Table 2: Annual Gun homicides & Assaults: Sacramento Advance Peace

	Annual Average (2014-2017)	2019	Percent Change
All AP Zones	166	122	-27%
Del Paso Heights	70	38	-46%
Oak Park	30	28	-7%
South Sacramento	65	56	-14%
Non-AP Zone	102	90	-12%
Citywide	267	212	-21%

In Figure 2, we plot all firearm assaults and gun homicides per month from January 2014 through December 2019 in the three Advance Peace intervention areas in Sacramento: Del Paso Heights, Oak Park and South Sacramento. We note that the Advance Peace intervention period starts July 2018 (red line). During the 18-month Advance Peace intervention, the mean number of monthly gun homicides and assaults decreased compared to the four-and-a-half-year period before the intervention by 21.4%.

Figure 2: Monthly Firearm Homicides & Assaults, Advance Peace Zones (Del Paso Heights, Oak Park & South Sacramento, 2014-2019)

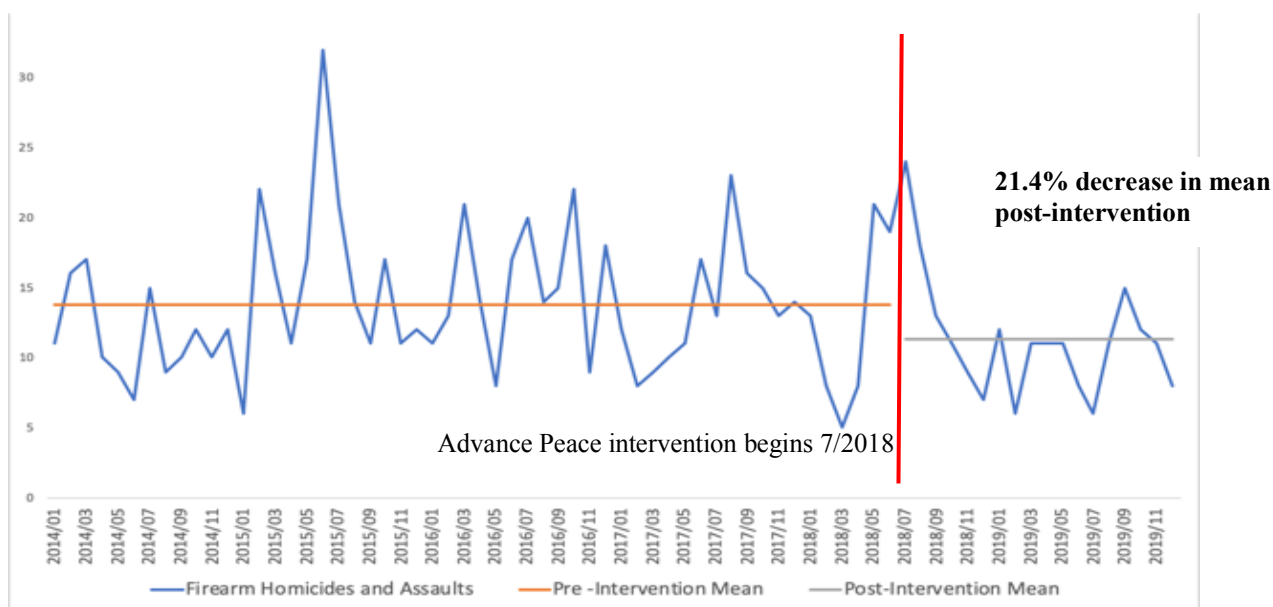


Figure 3: Monthly Firearm Homicides & Assaults, City of Sacramento, 2014-2019

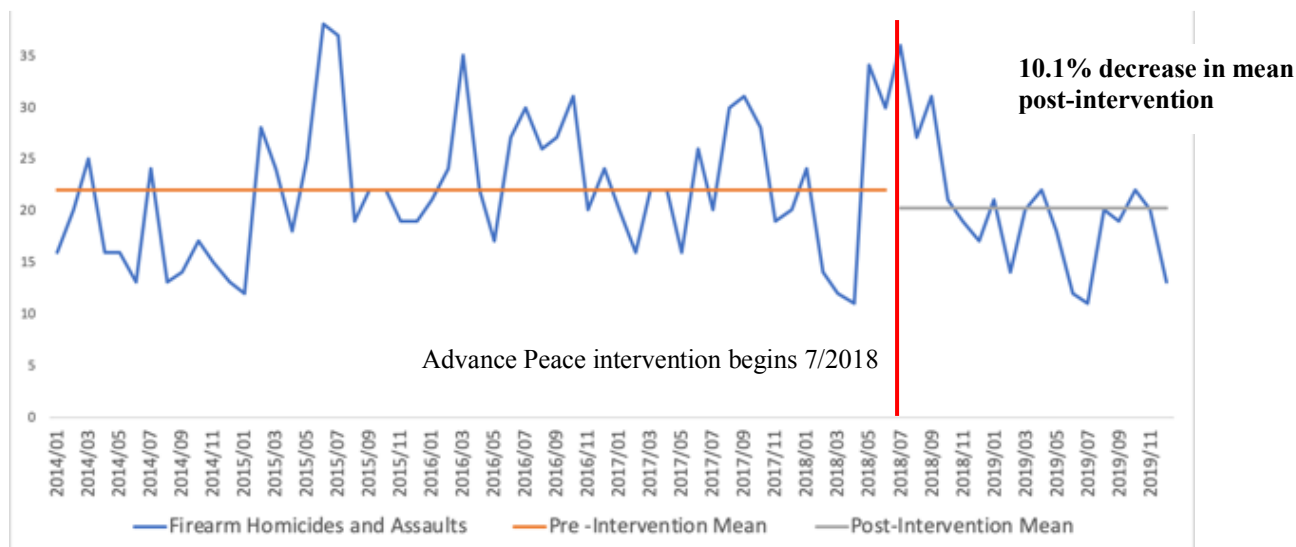
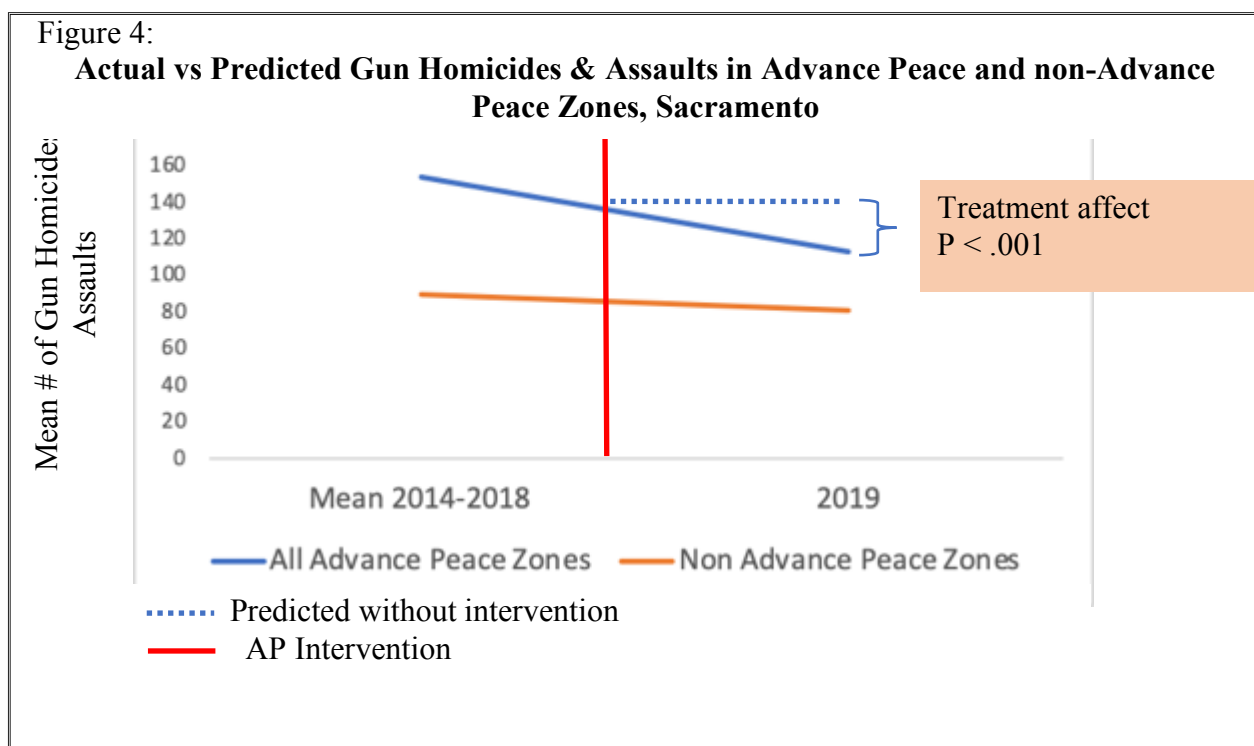


Figure 3 shows the monthly number of gun homicides and assaults from January 2014 through December 2019 for the entire City of Sacramento. We note that the Advance Peace intervention begins in July 2018. The mean number of gun homicides and assaults decreased by 10.1% after the AP intervention began.

We used a difference-in-difference statistical calculation to determine if the impact of Advance Peace in the intervention areas was random or by chance, or due to the program itself. In order to make this calculation we calculated the mean value of all gun homicides and assaults outside the AP Zones and inside the AP Zones before the intervention. This model then uses the actual number of gun homicides and assaults after the intervention outside the AP Zones to predict the likely value of gun assaults and homicides inside the AP Zones, also after the intervention. We show a graphic of this calculation in Figure 4, and highlight that the observed post-intervention mean inside the AP Zones is less than the model predicted. This observed value is a 27% reduction from what the model predicted, which is significant at .001. We find that the reductions in gun homicides and assaults in the AP Zones is not by chance, but due to the AP intervention.



Neighborhood Change Agent (NCA) Engagements & Conflict Resolutions:

Advance Peace utilizes a team of street outreach workers, called Neighborhood Change Agents (NCAs), to mentor those at the center of gun violence. The NCAs simultaneously engage with those identified and enrolled as Fellows in the Peacemaker Fellowship, but also with other community members that may be influencers of a particular Fellow. We present findings from our data collection on all of the NCAs that worked with Advance Peace Sacramento. There are currently six NCAs, but three other, part-time NCAs, worked during the early stages of the program. Those three NCAs did not move into full time employment but the data of their work is captured as “other” in our data set.

Table 4:	Advance Peace Sacramento, Neighborhood Change Agent Outreach Activities, 2018-19 Peacemaker Fellowship			
	Total # of Engagements (all Jr + Sr + street outreach)	Total # Hours on Street Engagements	Total # of service referrals	Total # hours on Service referrals
NCA #1	2,519	1,904.5	139	178
NCA #2	2,032	2,181.5	210	285
NCA #3	2,531	5,767	167	503
NCA #4	1,099	1,478	35	71.5
NCA #5	1,889	3,618	258	564.5
NCA #6	143	156	13	20.5
Other*	645	1,040	35	34.5
TOTALS	10,858	16,146	857	1657

To reduce gun homicides from 21 to 18, in 18 months, it took:

- 1,200 Engagements per homicide
- 1,794 hours street engagement
- 95 service referrals
- 184 hours on service referrals

On average, each Fellow received: (547 days in 18 months)

- 217 hours of engagement (12 hrs./month)
- 322 engagements (18 engagements per month)
- 17 service referrals (<1 referral per month)
- 33 hours on service referrals (1.8 hours on service referrals per month)

Table 5	Advance Peace Sacramento, Neighborhood Change Agent Conflicts Resolved & Violence Interrupted, 2018-19 Peacemaker Fellowship							
	After Hours Conflicts Mediated		Conflicts Mediated		Cyclical/Retaliatory Gun Violence Interruptions		Shootings Responded To	
	Total # of responses	Total # of hours	Total # of responses	Total # of hours	Total # of responses	Total # of hours	Total # of responses	Total # of hours
NCA #1	30	29.5	38	47	6	13	10	27.5
NCA #2	10	37.5	17	56	3	21.5	10	68.5
NCA #3	7	19.5	25	63.5	21	129.5	5	12.5
NCA #4	25	55.5	52	91	16	61.5	16	53
NCA #5	0	0	6	13.5	4	15	1	2
NCA #6	11	20	25	32	7	13	14	28
Others*	46	63	39	42.5	1	1	10	11
TOTALS	129	225	202	345.5	58	254.5	66	202.5

Table 5 summarizes the conflicts resolved and gun violence interrupted by Sacramento Advance Peace NCAs. We found there were a total of 129 ‘after hours conflicts mediated,’ or conflicts attended to and mediated between the hours of 9pm-6am (check this). The NCAs dedicated 225 hours to resolving after hours conflicts. NCAs responded to 202 conflicts during regular work hours for a total of 345.5 hours.

The Advance Peace Sacramento NCA team interrupted 58 imminent, cyclical or retaliatory gun incidents for a total of 254.5 hours. What this means is that the team likely prevented 58 homicides and/or gun shots with an injury, since these are conflicts where gun use was imminent.

The Advance Peace Sacramento NCA team responded to 66 shootings for a total of 202.5 hours. In these cases, NCAs show-up at the scene of a gun shooting, observed and provided support to the victim’s family and friends, de-escalated potential planned retaliation and often identified the suspected perpetrator and their networks. The shooting response can take place in the streets, in hospitals and other venues.

Fellows (program participants):

As noted above, there were 50 Fellows that were enrolled in the Peacemaker Fellowship®. Appendix A includes detailed information for each fellow, including age, ethnicity and measures of participation in the Advance Peace program.

Upon entering the Advance Peace program, the Fellows had the following characteristics:

- 98% male
- Average Age: 23 years old
- 96% African-American
- 12% had been offered any social services before participating in AP.

- 65% had prior arrest and/or incarceration.
- 84% were unemployed
- 84% had been a victim of gun shooting/gun injury.

By the completion of the 18-month Peacemaker Fellowship® in December 2019, we determined that Fellows had achieved the following:

- 64% completed the program
- 90% had no new gun charges
- 44% had no new arrests
- 2% was shot or killed by firearms during the program (1 person)
- 98% are still alive
- 100% of Fellows received social services while enrolled in the program
- 25% of LifeMAP milestones were reached, on average, by participants
- 13 Fellows entered paid internships
- 19 Fellows obtained work

During the 18-month Peacemaker Fellowship, each fellow received an average of:

- 3.7 referrals and 7.7 hours of support for referrals by NCAs.
- 31 engagements and 50 hours of face-to-face engagements by NCAs.

Benefit Cost Analysis:

Benefit-cost ratio (BCR) is a measure of return on investment. BCR compares the costs of an intervention to its benefits, including program participants and taxpayers. If the BCR is greater than 1, the benefits of the intervention exceeded its costs. For example, a BCR of \$5 represents \$5 of benefits accrued for every \$1 spent on an intervention.

The benefits of the Advance Peace Sacramento intervention were calculated by first using the cost estimates of the cost of gun shooting injuries and homicides from the Giffords Law Center to Prevent Gun Violence and the Public Policy Institute (PPI) of California.³ According to these estimates, a gun assault with an injury costs the City of Sacramento approximately \$435,000 while a gun homicide costs about \$1 Million dollars. These costs include the emergency response, law enforcement, health care, criminal investigation and prosecution, jail and, in the case of a homicide, the loss of tax dollars from a working adult. These data are consistent with estimates from other California places and national data.

Second, using our NCA data and interviews, we determined that the Advance Peace Sacramento program intervened to stop 58 cyclical and retaliatory gun incidents over the two-year period. These were incidents in the streets where guns were present and NCAs actively interrupted a

³ See: Giffords Law Center, The Economic Costs of Gun Violence in California, <https://lawcenter.giffords.org/resources/the-economic-cost-of-gun-violence/> <https://lawcenter.giffords.org/wp-content/uploads/2018/03/Economic-Cost-of-Gun-Violence-in-California.pdf>. And source data here: <https://www.pire.org/documents/gswcost2010.pdf>

conflictual situation. If all these 58 incidents would have resulted in shootings with an injury, the costs would have been about \$25.2 Million. If the 58 incidents were gun homicides, the costs would have been about \$58 Million. Thus, we determined that the benefits of AP Sacramento were between \$25.2 to \$58 Million over the two-year period.

Third, we received data from Advance Peace that the two-year total cost of the program was \$1,384,836.

Finally, we calculated the BCR by dividing the estimated benefits by the costs: \$25.2M/\$1,384,836 and \$58M/\$1,384,836. We did not use a discount rate.

The BCR for Advance Peace Sacramento for 2018-2019 was \$18.20 - \$41.88: \$1.

This means that for every dollar the city spent on Advance Peace, they received between \$18-41 dollars in return.

Conflict Resolutions:

Using confidential interviews with NCAs and fellows, we offer a few selections of descriptions of street engagement work.

Scenario A:

The team had heard about a shooting in the seavey circle area. As we responded we found that a young black man had been killed. After looking into the situation, I found out that the young man was a valley hi piru that associated with zilla. In today's gang bang culture there was a huge threat for retaliation from multiple sides. The team was very aggressive on speaking to all sides and a situation that seemed like a guaranteed retaliation never happened.

Scenario B:

When one of our fellows got shot, there was a very hostile environment which had multiple clicks and gangs involved. It felt as if the south area was going to be a war zone. The rumors where swirling and the streets where threatening retaliations. The fellow shot was well known and multiple sides had vowed to retaliate. The team went from gang to gang, click to click and stayed relevant in all sides to talk guys down from shooting on multiple occasions. At the end of the day, there was no retaliation.

Scenario C:

There was conflict between two Norteno sets and a factor (a well-known shotcaller) was shot. The victim survived and let the streets know that he was coming back for blood. The accused side denied that they were involved but felt like since they were being accused, they would take the offense. I spoke with both sides intensely and although both sides still had dislike for the other, they agreed not to retaliate with gun play.

Scenario D:

A well-known local rapper was captured in the video of an all-out brawl. The video had the city braced for what they believed was an inevitable gang war, especially since the local rapper just happened to be the younger brother of one Sacramento's most notorious rappers. While the rest of the city rushed out to purchase flashlights, batteries, bottled water and canned goods, Advance Peace NCAs immediately met with influential street actors and real O.G.'s. close to the situation. One of our fellows believed we could calm the situation if we could get the main characters involved to agree to one on one fades. Several meetings took place arranged and facilitated by AP NCAs with the main players involved. A fellow also took a leading role to get everyone involved to agree to one-on-one fades. No further incidents took place.



Appendix A:

Fellow #	Gender	Age	Race	Prior incarcerated	Completed Fellowship	LifeMAP completed	Internship	job	received Life Skills	Alive	New arrest	New gun arrest	New gun injury
1	m	19	AA	1	1	0	1	1	1	1	0	0	0
2	m	23	AA	1	1	1	0	1	1	1	1	0	0
3	f	21	AA	1	1	1	0	0	0	1	1	0	0
4	m	29	AA	0	1	1	0	0	1	1	0	0	0
5	m	22	AA	0	0	1	0	0	0	1	0	0	0
6	m	20	AA	0	0	1	1	0	0	1	1	0	0
7	m	23	AA	0	0	1	0	0	1	0	0	0	0
8	m	19	AA	0	1	1	0	1	1	1	0	0	0
9	m	23	AA	1	1	0	0	0	0	1	1	0	0
10	m	25	AA	0	1	1	1	1	1	1	0	0	0
11	m	28	AA	1	1	1	0	0	0	1	1	0	0
12	m	23	AA	1	1	1	1	1	1	1	0	0	0
13	m	30	AA	1	1	0	0	0	0	1	0	0	0
14	m	34	AA	1	1	1	0	1	1	1	1	1	0
15	m	30	AA	1	1	0	0	0	0	1	1	1	0
16	m	20	AA	0	1	1	1	0	0	1	1	0	0
17	m	22	AA	1	0	0	0	0	0	1	0	0	0
18	m	19	AA	0	0	0	0	1	0	1	0	0	0
19	m	19	AA	1	0	1	0	0	0	1	0	0	0
20	m	24	AA	1	1	0	0	0	0	1	1	1	0
21	m	28	AA	1	1	0	0	0	0	1	1	0	0
22	m	22	AA	0	1	1	0	0	0	1	0	0	0
23	m	24	AA	1	0	0	0	0	0	1	0	0	0
24	m	26	AA	1	0	0	0	0	0	1	0	0	0
25	m	30	AA	0	1	1	1	1	0	1	0	0	0
26	m	18	AA	0	1	1	0	1	0	1	0	0	0
27	m	24	AA	1	0	0	0	0	0	1	1	0	0
28	m	27	AA	1	0	1	0	1	1	1	0	0	0
29	m	19	AA	1	1	1	0	0	1	1	1	0	0
30	m	27	AA	1	1	1	0	0	1	1	1	0	0
31	m	24	AA	1	1	1	1	0	1	1	0	0	0
3	m	23	AA	0	0	0	0	0	0	1	0	0	0
33	m	19	AA	0	0	0	0	1	0	1	0	0	0
34	m	24	AA	1	0	0	0	0	0	1	1	0	0
35	m	20	AA	0	1	1	0	0	0	1	0	0	0
36	m	20	AA	1	0	1	1	0	0	1	0	0	0
37	m	27	AA	1	1	1	0	1	1	1	1	0	0
38	m	26	AA	0	1	1	0	1	1	1	0	0	0
39	m	26	AA	0	1	1	0	1	0	1	0	0	0
40	m	20	AA	0	1	1	0	0	1	1	0	0	0
41	m	22	AA	0	1	1	1	1	1	1	0	0	0
42	m	24	AA	1	0	0	0	0	0	1	0	0	0
43	m	24	AA	1	1	1	1	1	0	1	0	0	0
44	m	20	AA	1	0	0	0	0	0	1	1	0	0
45	m	24	AA	1	0	0	0	1	1	1	0	1	0
46	m	22	AA	0	1	1	0	1	1	1	1	0	0
47	m	30	AA	1	1	1	0	0	1	1	1	1	0
48	m	22	AA	0	0	0	1	1	1	1	0	0	0
49	m	19	AA	1	1	1	1	0	1	1	0	0	0
50	m	19	AA	1	1	1	1	0	1	1	0	0	0

Key: m= male; 0= no; 1 =yes; AA= African-American

RESOLUTION NO. 7671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO (1) EXECUTE A THREE-YEAR CONTRACT WITH ADVANCE PEACE TO PROVIDE GUN VIOLENCE REDUCTION PROGRAM SERVICES IN THE AMOUNT NOT TO EXCEED \$200,000 PER YEAR AND (2) APPROPRIATE \$200,000 PER YEAR FROM MEASURE J FUNDS

WHEREAS, the City has expressed the need to invest in programs to reduce gun violence in the community, in support of the City Council's goal of ensuring Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the projection of our community from risk or harm; and

WHEREAS, the City is committed to ensuring that youth and young adults most impacted by gun violence lead productive, safe, healthy and law-abiding lives free from gun violence; and

WHEREAS, evidence-based and promising practices related to gun violence intervention and interruption are needed to help build individual, family, and community strength and resiliency in neighborhoods most impacted by gun violence; and

WHEREAS, Advance Peace, through its Peacemaker Fellowship strategy, works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence

WHEREAS, Advance Peace will serve as the home community based organization with the intent to help build and sustain local community capacity to interrupt gun violence in Woodland and effectively bridge the gap between conventional anti-violence programs and those most affected by gun violence.

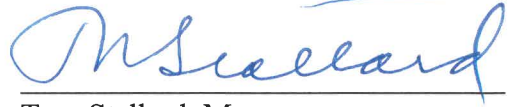
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND:

SECTION 1. That the City Council hereby authorizes the City Manager to execute a three-year contract with Advance Peace to provide gun violence reduction program services in the amount not to exceed \$200,000 per year, and

SECTION 2. That the City Council hereby authorizes the City Manager to appropriate \$200,000 per year from Measure J funds.

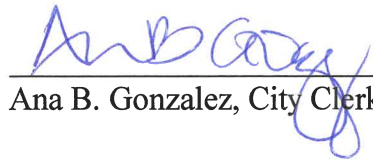
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 6th day of April, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 6, 2021
ITEM #: K.22
SUBJECT: Fiscal Year 2021/22 Spring Budget Workshop

Recommendation for Action: Staff recommends that the City Council conduct a workshop to inform development of the City's Fiscal Year 2021/22 Budget.

Staff Contact:

Evis Morales, Financial Services Manager, (530) 661-5923, evis.morales@cityofwoodland.org

Discussion:

This initial budget meeting is intended to provide City Council with a review of the baseline budget for fiscal year (FY) 2021/22, as well as an update to the General Fund five-year forecast.

The primary focus of the workshop will be a discussion of the General Fund revenue and expenditure trends, as well as the assumptions used to inform development of the FY2021/22 budget and the remainder of the five-year forecast. Staff will present an updated financial forecasts, review the current budget framework, and seek Council input on recommendations to maintain a balanced budget, manage prudent reserve levels and advance the City Council's goal of long-term fiscal stability.

The budget development process, which typically begins in December each year, includes trends and assumptions showing the short-term budget outlook has improved over the previous forecast, while the long-term budget outlook continues to reflect growing deficits, as the City's expenditures outpace its revenue growth.

While projected expenditure assumptions are generally consistent with previous budget years, some revenue assumptions continue to require conservative projections because of the ongoing COVID-19 impacts. In particular, Hotel/Motel Transient Occupancy Tax (TOT), user fees, and investment earnings continue to be affected by the social restrictions and the related economic impacts. Despite expected continued impacts from COVID, Sales Tax revenues are expected to be better originally projected and will assist the City with needed funding to arrive at a balanced budget in FY2021/22. Given the level of continued uncertainty, staff is developing a budget and forecast that includes expenditures based on current staffing and spending levels and with revenues that assume the COVID-19 pandemic will continue to affect the City for at least part of the the next fiscal year.

The General Fund FY2021/22 budget and five-year forecast show annual operating deficits ranging from \$109,380 in FY2021/22 to \$2.5 million in FY2025/26. The City has prudently built and maintained a healthy reserve balance, which is intended to help with times of economic uncertainty by guarding against unexpected revenue fluctuation, and allowing some flexibility in implementation of balancing measures. The City is expecting to receive \$12-\$13 million over two-years in federal stimulus funding otherwise known as the American Rescue Plan (ARP). ARP funds will assist the City in balancing the City's budget in FY2021/22 & FY2022/23 by offsetting revenues lost during the last two fiscal years as result of the COVID-19 pandemic. The federal government is still refining and has yet to provide detailed instructions regarding spending

restrictions, annual reporting and allocation methodology for the ARP money. While this continues to be tracked, staff will be seeking Council input regarding priority use of the ARP funds including consideration of establishing an ad-hock Council subcommittee to work with staff on developing funding recommendations.

Healthy reserve balances in previous budget years have allowed for funding of priority projects or initiatives with one-time money. Although many needs remain unfunded, staff anticipates some flexibility to support limited ongoing funding requests and some one-time priority needs until full fiscal impacts of the COVID-19 pandemic are known.

Council feedback will be requested regarding assumptions used to develop the forecast, allocation of one-time resources, and initial feedback on use of ARP funds to be considered in development of the City Manager's FY2021/22 Proposed Budget. Staff expects to return to Council in May to discuss the spending plans for Measures F and J, and to review the overall balancing plan for the General Fund. A proposed budget will be presented on June 1, 2021, with formal adoption of the FY2021/22 Annual Budget expected on June 15, 2021.

Conclusion:

Staff recommends that the City Council conduct a workshop to inform development of the City's Fiscal Year 2021/22 Budget.

Prepared by: Evis Morales, Financial Services Manager

Reviewed By: Kimberly McKinney, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Spring Budget Workshop Outline

Spring Budget Workshop
April 6, 2021

OUTLINE

PART I - FY2021/22 Baseline Budget Model

- ✓ Revenue Assumptions
- ✓ Expenditure Assumptions
 - Personnel Costs
 - Non-personnel Costs
- ✓ Other Funds
- ✓ Baseline Five-Year Forecast / Sensitivity

PART II - Financial Planning For Fiscal Stability

- ✓ Budget Framework
 - Budget Balancing Measures
- ✓ Priority Needs
 - Unfunded Needs / Budget Requests
 - Progress-to-Date
- ✓ *Voter-Approved Sales Tax Measures*

PART III – American Rescue Plan

- ✓ Restrictions on use of funding
- ✓ Potential City of Woodland uses

■ **Council Feedback**

■ **Next Steps**