



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

July 20, 2021
6:00 PM

CITY COUNCIL

PLEASE NOTE: The July 20, 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

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

2. SUBJECT: Sustainability Advisory Committee May Meeting Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the May 19, 2021 meeting of the Sustainability Advisory Committee.

3. SUBJECT: Manufactured Home Fair Practices Commission Annual Report for the 2020 program year

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2020 program year.

4. SUBJECT: Community Services Department Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period of April through June 2021.

5. SUBJECT: Salary Schedule effective July 1, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective July 1, 2021.

6. SUBJECT: Consideration of an Amended Resolution Establishing an Advisory Redistricting Commission for the 2021 Redistricting Process

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, an Amended Resolution Establishing an Advisory Redistricting Commission for the 2021 Redistricting Process.

7. SUBJECT: Appropriation of Funds to the Fiscal Year 2021/22 Clean Air Funds Grant Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$17,854.78 to the Environmental Compliance Fund (365) for the Clean Air Funds Grant for fiscal year 2021/22.

8. SUBJECT: Amendment #10 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #10 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

9. SUBJECT: Funding for WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving the reallocation of \$740,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13 for a total budget amount of \$1,530,000; and
2. Approve additional contingencies of up to \$853,631 for a total contract authorization amount of \$1,500,000; and
3. Approve adding extra work for Pond #10 to existing contract with Ramcon Eng & Env. Contracting, Inc. (Ramcon).

10. SUBJECT: Adoption Resolution Authorizing the City Manager or Designee to Execute an Agreement with the California Department of Transportation for the Woodland Active Transportation Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager or Designee to execute an Agreement with the California Department of Transportation for the Woodland Active Transportation Plan.

11. SUBJECT: Contract Award - FY22 Tree Pruning and Maintenance Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the FY2021/22 tree pruning and maintenance service contract with West Coast Arborists, Inc. (WCA) in the amount not-to-exceed \$557,578, with options to extend the contract on the same terms for FY2022/23 and FY2023/24.

12. SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5120, Calwest Phase 3 & 4

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5120, Calwest Phase 3&4, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

13. SUBJECT: Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Five-Year Service Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____ authorizing the City manager to execute the Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Five-Year Agreement.

14. SUBJECT: Settlement and Release Agreement for the North Regional Pond and Pump Station (NRP&PS), CIP 17-21

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Settlement and Release Agreement for the North Regional Pond and Pump Station (NRP&PS), CIP 17-21, for an amount not to exceed \$125,000.

15. SUBJECT: Agreements in furtherance of the Acquisition of Property from Costalotta Partners, LLC and Foundation for Excellence at Woodland Christian Schools for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) Adopt Resolution No. _____, approving a Dedication Agreement and Temporary Construction Easement Agreement with Costalotta Partners, LLC (“Costalotta”) for the acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; and (2) Adopt Resolution No. _____, approving a Purchase Agreement with Foundation for Excellence at Woodland Christian Schools (“WCS”) for the acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, and a separate Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with WCS in furtherance of the Pedestrian Overcrossing Project; and (3) Authorize the City Manager to execute the approved agreements and take all other actions necessary or appropriate in furtherance of the acquisition of the required property and implementation of the approved agreements.

G. PUBLIC HEARINGS

16. SUBJECT: Zoning Amendment - Specialty Retail and Tasting Rooms in all Districts of the Downtown Specific Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take action on the following: (1) receive the staff report; (2) hold a public hearing; (3) adopt Resolution No. _____, amending the Downtown Specific Plan to allow specialty retail and tasting rooms as an accessory use in all districts of the Downtown Specific Plan.

17. SUBJECT: Public Hearing and Approval of the Fiscal Year 2021-2022 Community Development Block Grant Annual Action Plan

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

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2021/22 Community Development Block Grant (CDBG) Action Plan (Attachment A); and
2. Adopt Resolution No. _____, approving the FY 2021/22 CDBG Action Plan in substantially the same form as presented to the City Council with funding allocations as recommended by the CDBG Review Panel and appropriate an additional \$93,286.72 in CDBG funds (Fund 320) from Program Income for the Library ADA Restrooms Upgrade (Attachment B); and
3. Direct staff to submit the completed FY 2021/22 CDBG Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period; and
4. Direct staff to forward the completed FY 2021/22 Action once completed; and
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These actions are consistent with the 2020-2024 CDBG Consolidated Plan goals to assist low and moderate income persons.

18. SUBJECT: PUBLIC HEARING - Weed Abatement Program Parcels not in Compliance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, to hear and approve the list of parcels that were out of compliance for weed abatement requirements for the year 2020 and direct the Tax Collector of Yolo County to assess liens against real property to reimburse the City of the cost of removal of weeds, refuse, and dirt from the property.

19. SUBJECT: PUBLIC HEARING - Waste Management Liens

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

20. SUBJECT: Public Hearing and Adoption of Amendment #2 to the Fiscal Year 2019/20 Community Development Block Grant Action Plan

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

1. Hold a public hearing to receive community input on the proposed amendment to the City's Fiscal Year 2019/20 Community Development Block Grant Action Plan; and
2. Adopt Resolution No. _____, rescinding Resolution No. 7616 and approving Amendment #2 to the City's CDBG FY 2019/20 Action with the funding allocations recommended by the CDBG Review Panel to use CDBG-CV3 (CARES Act) funds of \$422,821 for public services to prevent, prepare for, and respond to the Coronavirus (COVID-19); and
3. Direct staff to complete the necessary paperwork to process Amendment #2, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period and tonight's public hearing; and
4. Direct staff to forward the completed Amendment #2 and related documents to HUD; and
5. Authorize the City Manager to execute any agreements, contracts, or related documents with the appropriate entities to carry out the CDBG funded activities;
6. Appropriate \$422,831 to the Community Development Block Grant Fund (320); and
7. Authorize the Finance Officer to make the budget allocation as specified.

H. REPORTS OF THE CITY MANAGER

21. SUBJECT: Appointment of Members to the Advisory Redistricting Commission

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint members to the Advisory Redistricting Commission.

22. SUBJECT: First Reading – Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Container 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 Container Location Requirements.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, July 20, 2021 was posted on Friday, July 16, 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: July 20, 2021
ITEM #: E.1
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

SUMMER RECESS – JULY 21, 2021 THROUGH AUGUST 16, 2021

AUGUST 17TH

REGULAR MEETING

City Council Meeting Minutes of July 6, 2021 and July 20, 2021

Fire Department Quarterly Report

Police Department Quarterly Report

Approve Contract - Tyler Technologies - Purchase & Implementation - Enterprise Resource Planning System

Approval of Final Subdivision Map 5155, Parkside 3, and associated Subdivision Improvement Agreement.

Approval of Final Subdivision Maps 5196 & 5197, Beehly Lots D & G, and associated SIA

Swimming Pool Project Scope and Funding Plan

American Rescue Plan Funding Update

Update on 2021-22 Council Goals & Priority Actions

SEPTEMBER 7TH

REGULAR MEETING

City Council Meeting Minutes of August 17, 2021

Housing Needs Workshop / Housing Element adoption

Designate Voting Delegate for League of CA Cities Annual Conference – Sep. 22-24, 2021

Boards and Commissions – Tree Commission/Bd of Bldg Appeals/more than one commission/absences

Future Topics / Study Sessions:

TBD

Comprehensive Zoning Update (October)

Tree Ordinance Amendments Update (October)

Woodland Research Technology Park – EIR Specific Plan Adoption (October)

Waste Management Residential Smart Truck (TBD)

Water and Sewer Rate Study Approval (September/October)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.2
SUBJECT: Sustainability Committee Meeting Minutes for May 2021

Recommendation for Action: Staff recommends that the City Council receive minutes for the May 19, 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 May 19, 2021 meeting of the Sustainability Advisory Committee.

Items of note in these minutes include:

- Item 7: Presentation by Staff on Woodland's Water Supply Outlook and Contingency Planning

The committee received a presentation by Associate Engineer Matt Cohen from the City's Utility Engineering Division regarding the City's water sources, short- and long-term supply outlook, and contingency planning processes. The presentation was similar to one received by Council on June 1, 2021 as part of the Public Hearings on the Urban Water Management Plan and Water Shortage Contingency Plan.

Conclusion:

Staff recommends that the City Council receive minutes for the May 19, 2021 meeting of the Sustainability Advisory Committee.

Prepared By: Ken Loman, Environmental Sustainability Manager

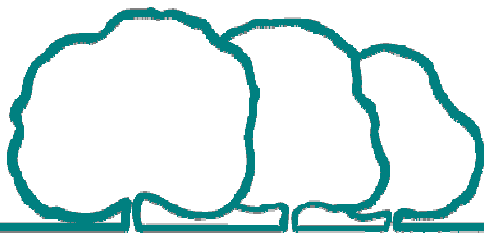
Reviewed By: Brent Meyer, Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. 2021 05-19 Minutes - Woodland Sustainability Advisory Committee



City of Woodland

**SUSTAINABILITY ADVISORY COMMITTEE
SPECIAL MEETING
MEETING MINUTES – MAY 19, 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, Adelita Serena (joined 6:40 p.m.), Sara Schremmer, Raul Tadle

Absent: Robert Ullrey

Staff Present: Matthew Cohen, Stephen Coyle, Rosie Ledesma, Ken Loman, Sayetsi Sanchez

3. Public comment

There was no public comment.

4. Member reports (Information Item)

Tadle: Raul reported that he met with City Fleet and Facilities Manager Troy Thompson and Ken Loman regarding fleet electrification. He noted that the City has a point system to track when vehicles are ready for replacement and that a potential role for the committee would be to assist with research into policy options to support further fleet electrification.

Martin: Allison reported that she has a tentative meeting set with the City's new Communications Manager and Environmental Services staff to discuss opportunities for publicizing the City's sustainability efforts. She also is volunteering to lead a "coastal cleanup" day in the City and will discuss that at the meeting as well.

Frankenbach: Rolf reported that he is working with Mark on developing a heat island map for the City, and that the Woodland Tree Foundation is working to secure a grant from California ReLeaf to plant trees in identified heat island areas that have excess heat and sun. (Rolf's report included several presentation slides that are attached).

Schremmer: Sara reported that the Carbon Neutrality by 2040 transportation study she has previously mentioned is finished and includes some interesting policy recommendations. The report is available at: <https://www.ucits.org/research-project/2179/#:~:text=Project%20Description%3A%20The%20University%20of,accelerating%20the%20use%20of%20alternative>.

Grandia: Liza reported that the Woodland Joint Unified School District's sustainability committee is recruiting new members, and committee members aware of anyone interested should refer them to Liza.

Aulman: Mark reported that he will not be able to attend the next meeting and that Catalina will chair.

There were no other member reports.

5. Staff reports (Information Item)

Ken reported on several ongoing projects:

- The City has received two construction bids for the Crawford Park Rain Garden Project. The low bid was significantly higher than expected, so staff is preparing a supplemental budget request that will likely go to the City Council for approval on June 1st.
- The Water-Wise Landscape Tour will be held virtually from May 24-30 and Water Conservation Coordinator Sayetsi Sanchez has recruited 10 residential yard landscapes and a demonstration garden at the Woodland Community College that will be included with photos, videos, and plant information. The tour will be accessible at <https://waterwisewoodland.weebly.com>.
- This year's Bulky-Waste Drop-Off will be from June 1-30: residents are currently receiving a voucher in the mail that will allow them to take a load of bulky waste to the landfill for free during the month of June.
- The City has applied for 2021 Clean Air Funds Grant from the Yolo-Solano Air Quality Management District for construction of a bike parking area at the regional park under development at the City's decommissioned old landfill and surrounding buffer lands.
- Staff is working with Yolo County to join their contract with a consultant to assist with planning for implementation of the edible food recovery requirements of SB 1383. The consultant will inventory and survey generators of recoverable edible food and food recovery organizations in the county and prepare an analysis of what additional capacity will be required to implement the regulations, as well as serve as a liaison with the Yolo County Food Bank regarding their potential role in that implementation.

Additionally, Rosie provided an update on the City's service as lead agency on a countywide effort to promote reusable 1-pound propane cylinders for outdoor use and to encourage county residents to swap out single-use 1 pound propane cylinders for reusable cylinders. An online questionnaire promoted by the program has received over 1,900 responses and, between in-person events and a mail effort, the program has distributed over 400 reusable propane cylinders.

6. Approve Minutes for April 21, 2021 (Action Item)

On a motion by Raul Tadler, seconded by Allison Martin, and carried on a 5-0 vote, with two abstentions and two absences, committee members approved the minutes for the April 21, 2021 meeting.

Ayes: Aulman, Grandia, Martin, Munoz, and Tadler

Noes: None

Abstentions: Frankenbach, Schremmer

Absent: Serena, Ullrey

7. Presentation by Staff on Water Supply Outlook and Contingency Planning (Information Item)

Staff (Matthew Cohen) gave the committee an overview of the City's water sources, supply outlook, and contingency planning (presentation slides attached).

Highlights of the presentation included an assessment that the City's prior investments in developing more resilient water supplies has put the City in a strong position to weather current drought conditions. This includes two key investments: development of surface water sources through the Woodland-Davis Clean Water Agency (Agency) to replace ground water as the primary source of water and development of a system to inject treated surface water into the aquifer below the City to store water using Aquifer Storage and Recovery (ASR) wells. Because of these investments, the City now has a four-tier water supply system using (1) surface (Agency) water, (2) stored (ASR) water, (3) blended water (surface water and ground water) using special blending wells, and (4) the City's original ground water wells. Additionally, during drought conditions the Agency seeks to purchase additional water rights as needed to meet any potential gaps in demand.

Matt also reported that because of the City's investments in its tiered water supply, the primary effect of a severe shortage of surface water would be a temporary reduction in water quality because the ground water is harder than surface water. He stressed that the City's ground water still exceeds federal water quality standards, as does the Agency's surface water and the water stored through the ASR wells.

Finally, Matt shared that the federal government praises Woodland's water system as an example for developing water supply resilience for recurring drought conditions.

8. Discussion of Ad-hoc Work Group Assignments (Action Item – 20 minutes)

Liza shared that she is stepping back from leadership of the outreach effort and that the Outreach work group will be led by Allison and Adelita.

Mark shared some information on work he has been doing with Rolf to map heat islands in the City and prepare a grant application to support planting trees in some of those areas (slides attached).

9. Discussion of prior presentation by Yolo Climate Emergency Coalition (Information/Action Item – 10 minutes)

Adelita reported that she attended the County sub-committee meeting regarding development of their climate change advisory committee. The County has approved that and information about the committee is on their Web site. She is working to publicize vacancies. She also reported that she met with Supervisor Barajas and briefed him on the coalition's efforts. He indicated he is supportive of the effort and is looking for ways to help, such as reaching out to his volunteers and connections in the area's farming community.

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

Mark shared that the June meeting will include a presentation by the Yolo Food Bank.

11. Adjourn

The meeting adjourned at 7:33 p.m.

Tree Planting for Heat Island Mitigation

Sustainability Advisory Committee

Woodland Tree Foundation

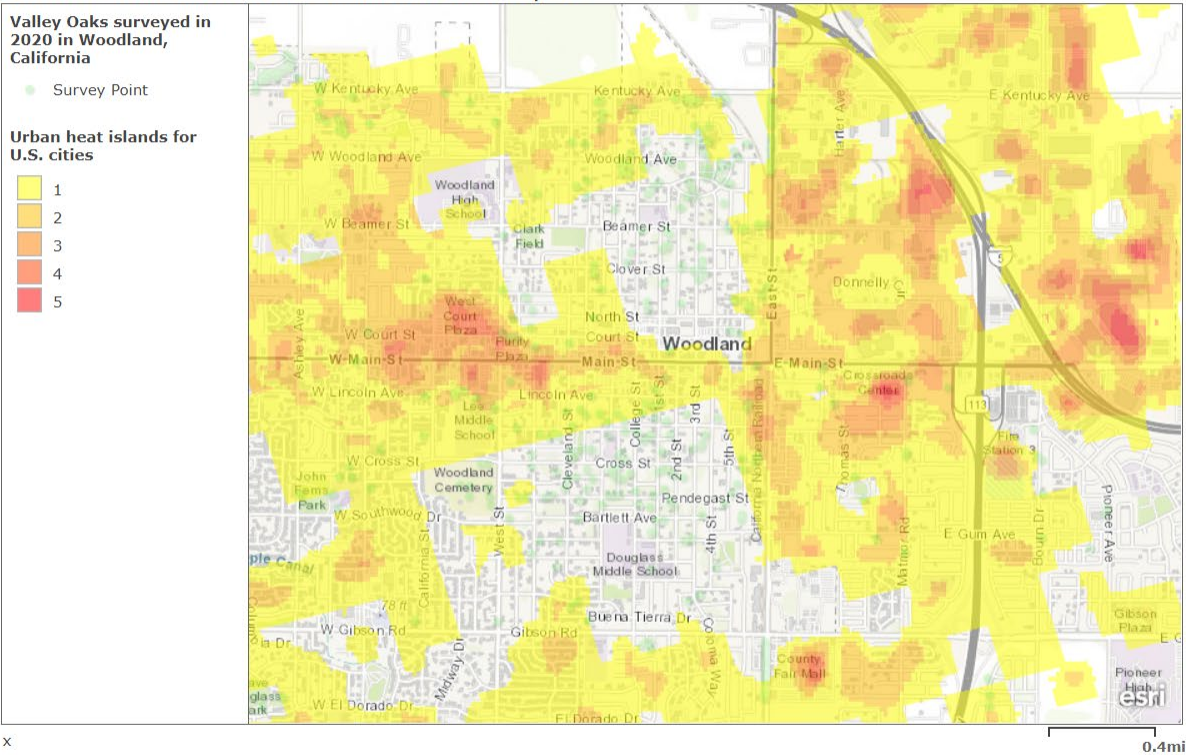
SAC Work Plan Program Element

Increasing Tree Canopy

Identify and prioritize opportunities to plant trees and protect existing trees

1. Identify heat islands in Woodland
2. Prioritize City-controlled sites in phase 1
3. Secure grant funding and implement tree planting

Oak Trees and Urban Heat Islands in Woodland, CA



City of Woodland, County of Sacramento, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | The Trust for Public Land, Descartes Labs, USGS

Heat Islands in Woodland

Street Survey

- City Hall 1st Street Parking Lot – Phase 1 priority (see photo)
- Hotel Woodland Parking Lot – Phase 1 priority (see photo)
- Beamer Street west of freeway – median
- Industrial area parking lots
- Matmor Rd. and Beamer Street - WJUSD bus parking area
- Washington and Monroe streets – extremely wide street and no street-side planting strips *
- Ace Hardware Parking Lot – open planting islands
- West Court shopping center – vacant cutouts and ample space for more
- Woodland High School – near Bemmerly Way and Beamer Street
- Beamer and Cottonwood streets – SE corner empty parking area

* Conditions applicable to many residential areas with prevailing heat islands



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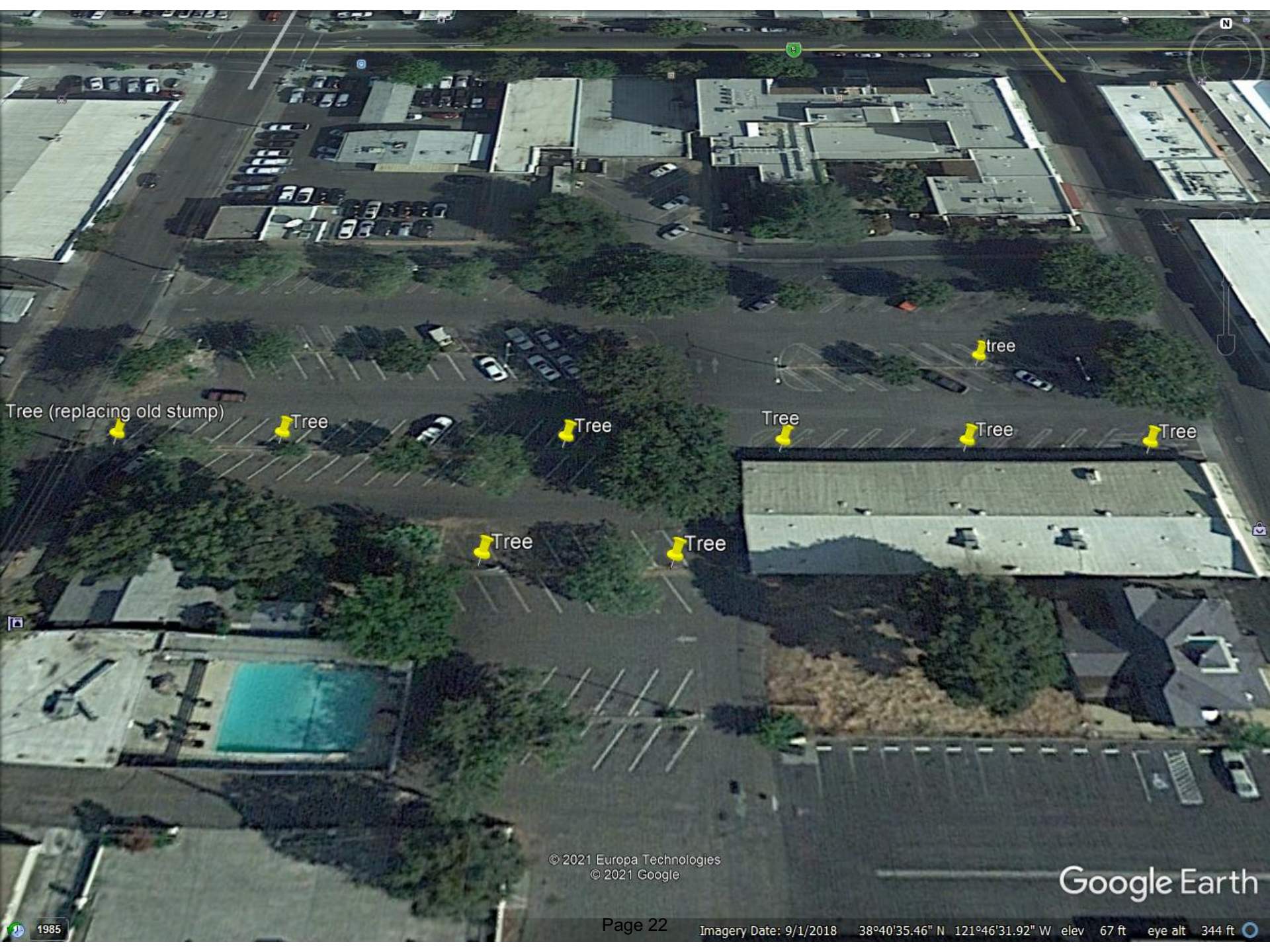
Google Earth

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Imagery Date: 9/1/2018 38°40'42.07" N 121°46'21.11" W elev 64 ft eye alt 465 ft



1985



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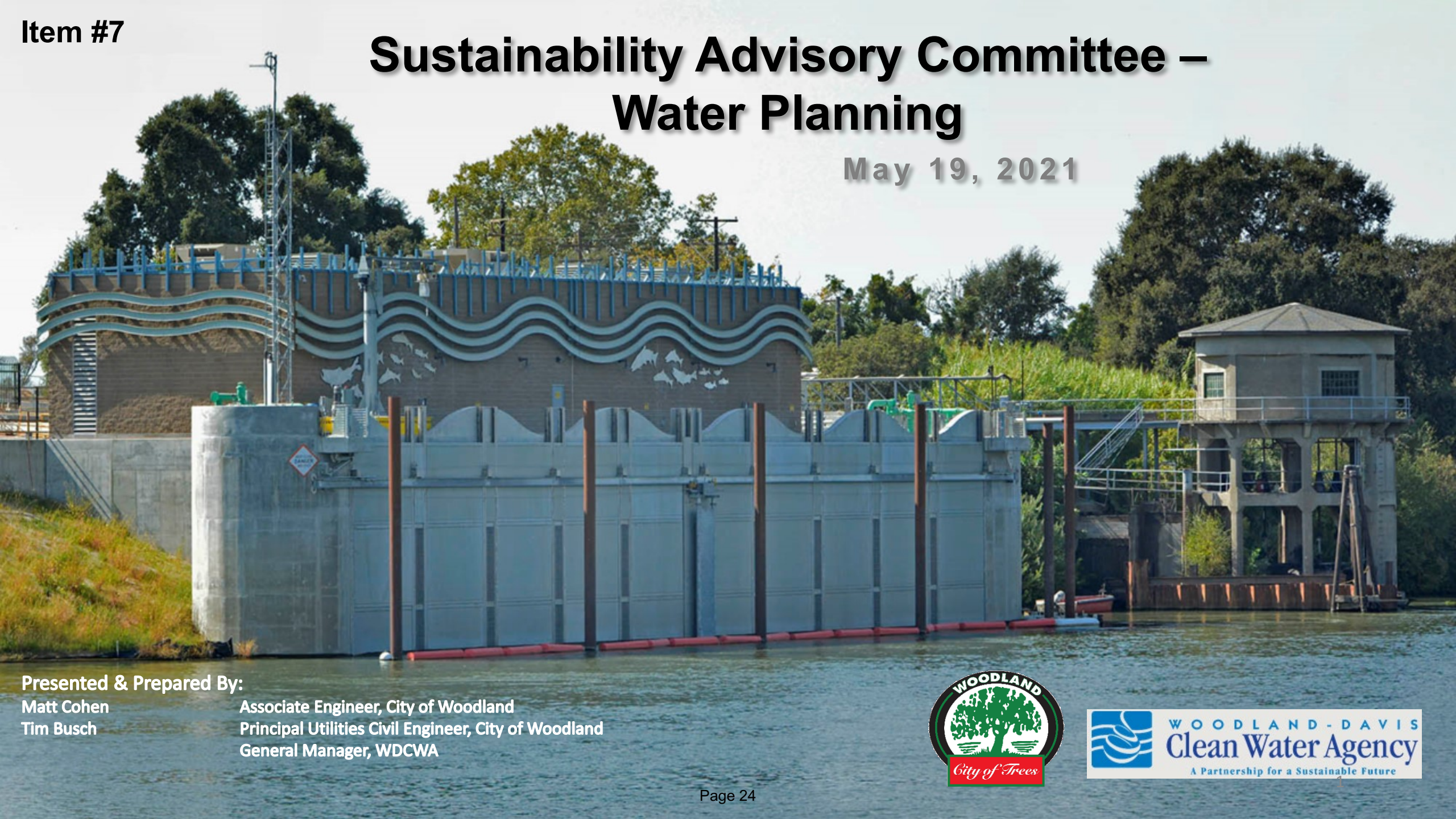
Google Earth

Next Steps

- Review with City Manager Meeting conducted on May 11, 2021
- Review by City Departments
- Prepare and submit Cal Fire grant application Woodland Tree Fndn.

Sustainability Advisory Committee – Water Planning

May 19, 2021



Presented & Prepared By:

- Matt Cohen

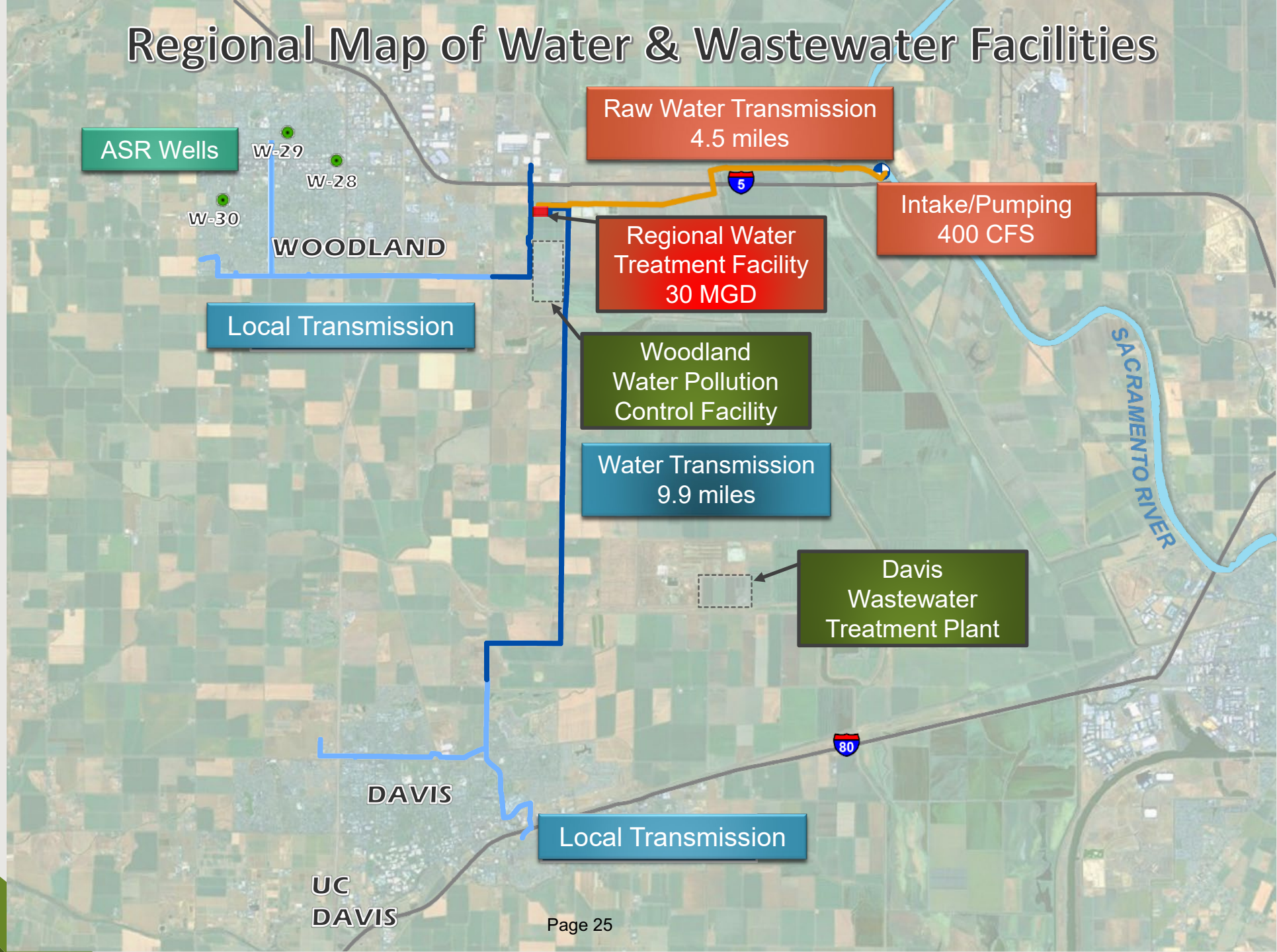
Tim Busch
- Associate Engineer, City of Woodland

Principal Utilities Civil Engineer, City of Woodland

General Manager, WDCWA



Regional Map of Water & Wastewater Facilities



Woodland Water Quality

Water Quality Parameter	Finished Surface Water (Current Supply)	Groundwater (Former Supply)	Percentage Change
Magnesium (mg/L)	5.4	48.0	89% reduction
Chromium VI (ppb)	0 (non detect)	18	Not Present
Nitrate (as N) (mg/L)	0 (non detect)	5-40	Not Present
Total Hardness as CaCO ₃ (mg/L)	47 (2.8 grains)	382 (22 grains)	87% reduction
Sodium (mg/L)	14	60	77% reduction
Chloride (mg/L)	12	73	84% reduction
Sulfate (mg/L)	5.0	38	87% reduction
Total Dissolved Solids (mg/L)	105	531	80% reduction
Specific Conductance (EC)	160	926	83% reduction
Lead (mg/L)	0 (non detect)	Non detect	Not Present
Alkalinity (mg/L as CaCO ₃)	53	338	84% reduction
Boron (mg/L)	0 (non detect)	2.35	Not Present

Woodland Water Supply Sources

Primary Water Supply
**Sacramento River
Surface Water**

Limits:
Term 91,
Shasta
Critical
Year

Secondary – Tier 1 Backup
**Aquifer Storage
& Recovery Wells**

Limits:
Stored
Capacity

Tertiary – Tier 2 Backup
Blending Wells

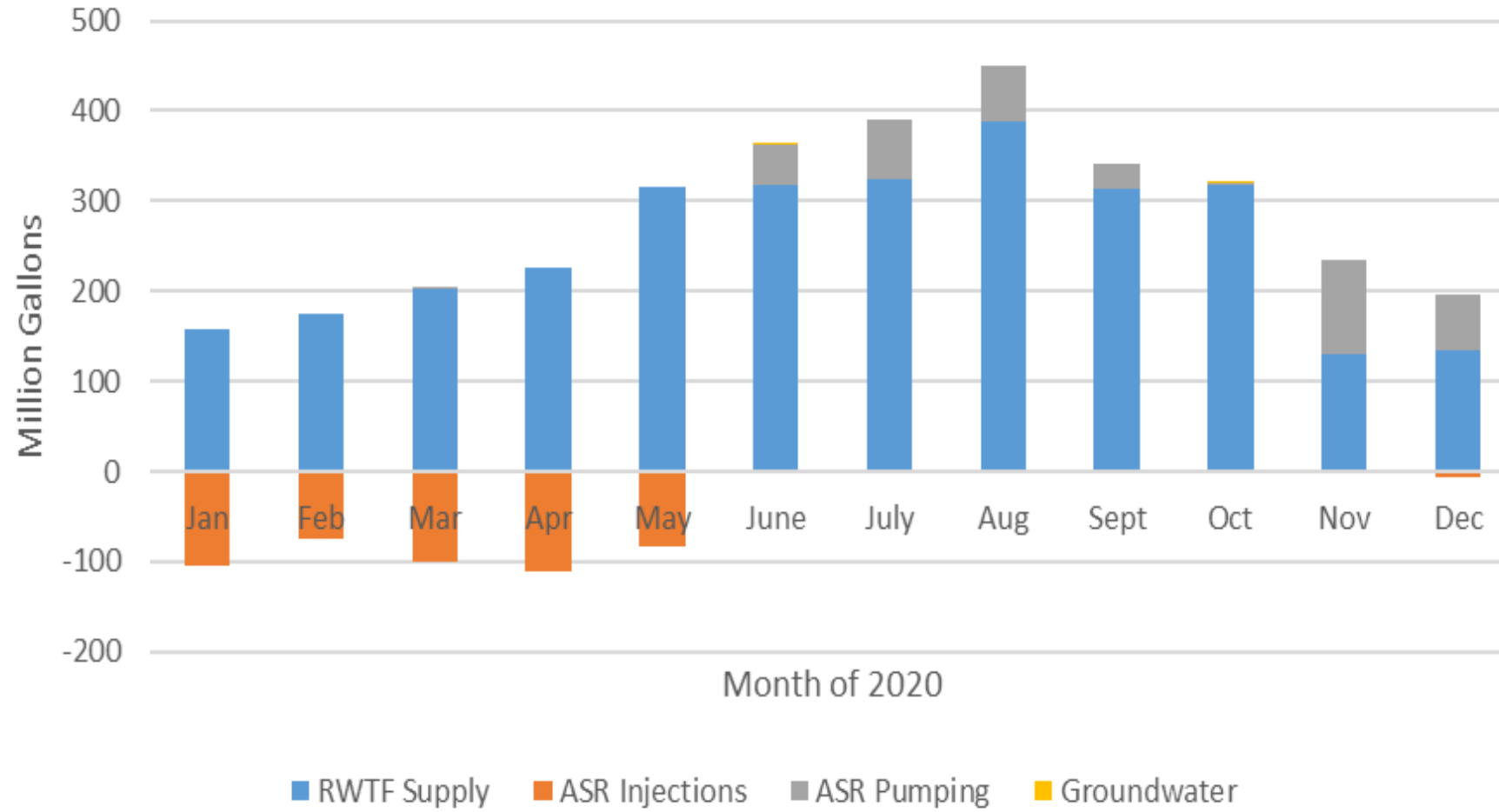
Limits:
water
quality,
hardness

Quaternary – Tier 3 Backup
Groundwater Wells

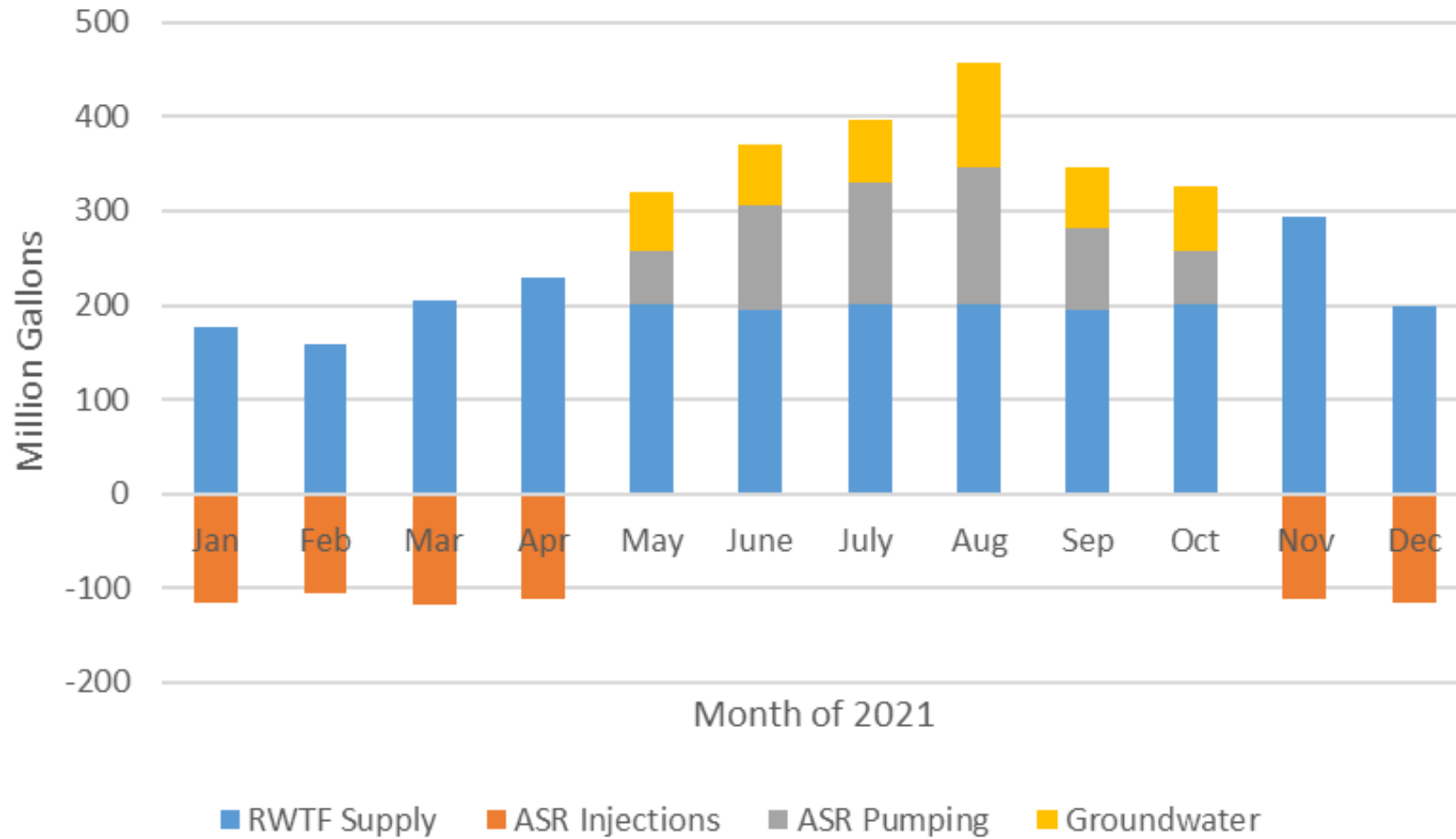
Limits:
water
quality,
hardness



2020 Woodland Water Portfolio



2021 Woodland Projected Water Portfolio



Recycled Water Utility

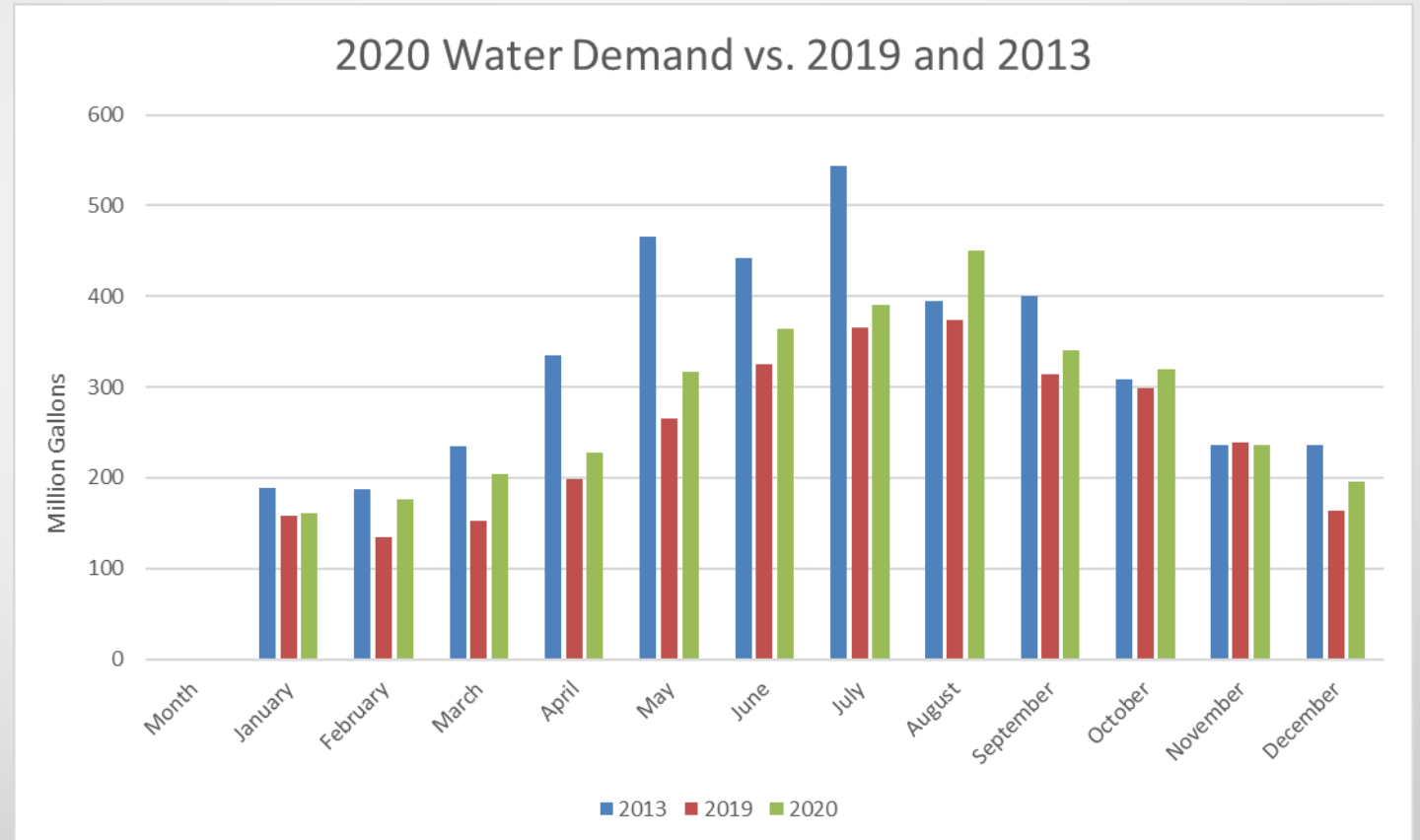
City of Woodland

- Approximately 0.5 MGD
- Industrial – power plant
- Landscape irrigation – parks
- Planned expansion for landscape irrigation



Water Conservation

- Fully Metered – AMI
- Recycled Water Utility
- Aquahawk & Water Conservation Team
- Water Rates
- SB X7-7 (Water Conservation Act) required 20% reduction in urban water per capita use by 2020.
 - 1995 – 2005 Baseline water demand = 290 gal/person per day (GPCD)
 - Goal: 232 GPCD
 - 2020 Actual: 152 GPCD



Urban Water Management Plan (UWMP) & Water Shortage Contingency Plan (WSCP)

- UWMP Public Draft Available:
www.cityofwoodland.org/2020UWMPpublicdraft
- June 1st Public Hearing at City Council Meeting
- WSCP – 6 stages now but not intending to implement them this year
 - Currently in Stage 1: 10% voluntary reduction
- Focused on water supply
- Preemptive Public Messaging
 - Conservation improves water quality



Water Resiliency & Climate Change Adaptation

Woodland-Davis Clean Water Agency,
California



Sacramento River joint water new and old water intake facilities

The Woodland-Davis Clean Water Agency (WDCWA) is a joint powers authority responsible for managing a sustainable, high-quality water supply for the City of Woodland, City of Davis, and UC Davis. WDCWA has faced extreme drought conditions in recent years. With projections of increased temperatures and decreased precipitation, WDCWA could see lower reservoir levels and continued curtailments of surface water flows. WDCWA is taking action to improve its overall resilience, including installing automated meters, implementing a purchase agreement for 2,000 acre-feet of additional water, and building three aquifer storage and recovery (ASR) wells. Using the results of the CREAT assessment, WDCWA was able to evaluate the performance and costs of several drought management strategies that, if implemented, could further strengthen the operational resilience of the system.

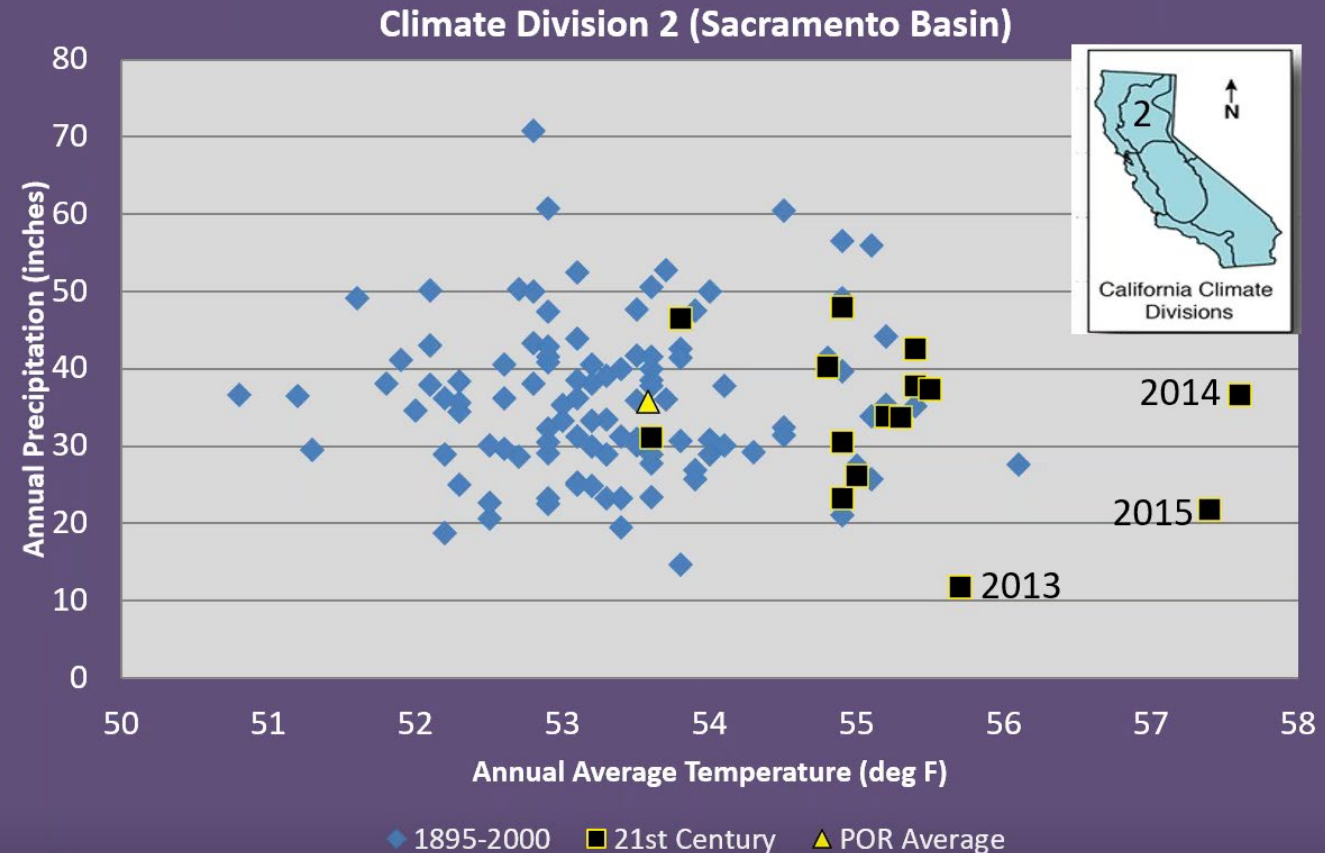
[Read more information](#)

Utility type: Drinking Water

Threats Addressed: Drought

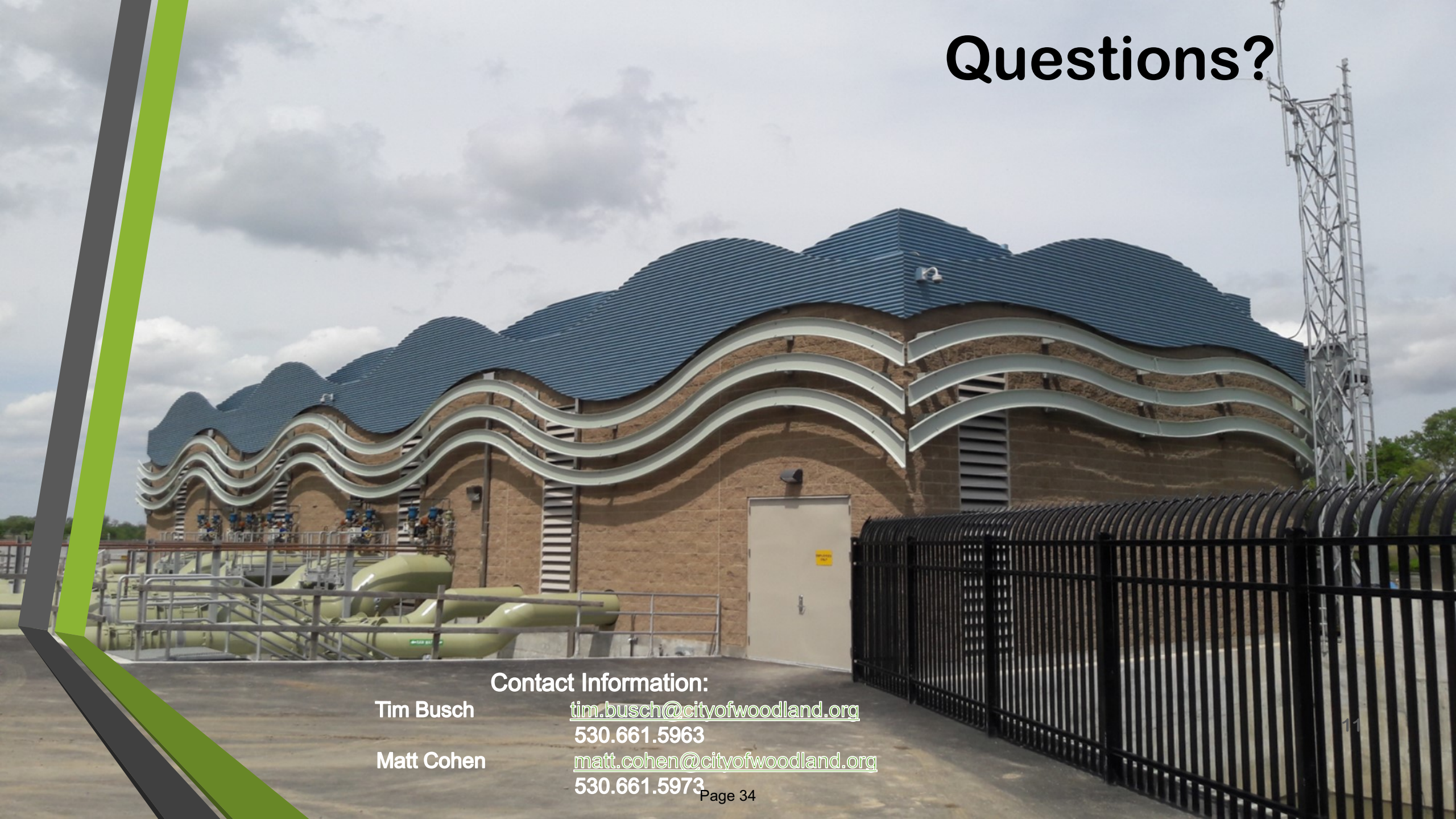
Adaptive Measures Used: Additional Water Sources and Interconnections, Conservation Measures, Metering Upgrades

The Drought, *Last Time* (2015): Hot and Dry



Source: NOAA Climate Division 2 Calendar Year Data

Questions?



Contact Information:

Tim Busch

tim.busch@cityofwoodland.org

530.661.5963

Matt Cohen

matt.cohen@cityofwoodland.org

530.661.5973



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.3
SUBJECT: Manufactured Home Fair Practices Commission Annual Report for the 2020 program year

Recommendation for Action: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2020 program year.

Staff Contact

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

Fiscal Impact:

For 2020, the City collected registration fees of \$9,690 from three of the five manufactured home parks located in Woodland with the revenues helping offset the City costs incurred to administer the program. Two of the parks (Casa del Sol and Leisureville) are not required to pay the registration fees.

Background:

The City voters adopted Measure T in November 2001, which added Chapter 16B to the Woodland Municipal Code, entitled Manufactured Home Space Rent Control. The purpose of the ordinance (Measure T) is to protect the owners and residents of manufactured homes from unreasonable space rental increases while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property. The ordinance also provided for the establishment of the Manufactured Home Fair Practices Commission of the City of Woodland (Woodland Municipal Code 5.36.040A). Its membership consists of five regular members and two alternate members, none of whom are permitted to be either a manufactured home owner or resident or otherwise have any interest in a manufactured home park (§ 5.36.040B(1)). The Commission reviews all proposed rent increases for mobile home spaces subject to the rent control provisions of the ordinance.

Discussion:

For program year 2020, there were a total of 630 manufactured home spaces in the City and 341 spaces are subject to the registration and rent ceiling provisions of the City's Manufactured Home Space Rental Control Ordinance.

Conclusion:

Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2020 program year.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director



Ken Hiatt
City Manager

Attachments:

1. 2020 Annual Report



ANNUAL REPORT 2020

MANUFACTURED HOME FAIR PRACTICES COMMISSION

AUTHORITY

The City of Woodland's mobile home rent control ordinance specifies that the Manufactured Home Fair Practices Commission (MHFPC) render "at least semiannually a comprehensive written report to the City Council concerning the commission's activities, holdings, actions results of hearings and all other matters pertinent to this chapter..." (§5.36.040(M)(6).) The City Council is provided copies of minutes of MHFPC meetings during the year, but this document represents a more formal reporting of the Commission's activities for the 2020 program year.

The City's ordinance also specifies: "The city manager is hereby directed to maintain an accurate accounting of all direct and indirect costs of administering the regulations contained in this chapter. The city manager shall submit a report to the commission and city council of such costs and any recommendation for a change in the registration fee at least annually from and after the effective date of this chapter." (§5.36.060(E).)

FINANCIAL STATUS

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

MHFPC COMMISSIONERS AND STAFF

In 2020, the MHFPC Commissioners were:

<u>Name</u>	<u>Term Expires</u>
Bill Marcus, Chairperson	12/31/2020
Dick Cronin, Member	12/31/2021
Kathy Trott, Member	6/30/2021
Ben Cadranel, Member	12/31/2020

VACANCY, Member	n/a
VACANCY, Alternate Member	n/a
VACANCY, Alternate Member	n/a

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

2020 STATISTICS

In 2020, there were a total of 630 manufactured home spaces in the City of Woodland, of which 341 spaces are subject to the registration and rent ceiling provisions of the City of Woodland's Manufactured Home Space Rent Control ordinance.

Mobile Home Park	Spaces in Park	Regulated Spaces
Bell's	39	39
Leisureville	150	0
Idle Wheel	153	153
Casa del Sol	157	18
Royal Palm	131	131
TOTAL	630	341

2020 ACTIVITY BY PARK:

Bells Trailer Village:

- All 39 spaces at Bells Trailer Village were registered with the Commission.
- Registration fees of \$1,170 were paid to the City in November 2019.
- Based on a review of the 2020 registration, it appears that Bell's has not implemented the 1.80% increase in the space rent ceiling previously approved by the Commission in 2019. Instead, Bell's implemented the 2.30% increase approved by the Commission in 2018.
- Bells completed its annual re-registration process on time and requested a permissive adjustment in 2020.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 2.31% in 2020.

Idle Wheel:

- All 153 spaces at Idle Wheel were registered with the Commission.
- Registration fees of \$4,590 were paid to the City in December 2019.
- All regulated space rents as of December 31, 2019 appeared to be within the 1.80% increase (permissive adjustment) in the space rent ceiling previously approved by the Commission in 2019.
- The Commission's 2017 decision on Idle Wheel's Special Adjustment application also included a limited term monthly charge for residents starting at \$7.17 for a period of ten years. (The charge is collected for 20 years and is reduced after ten years and again after fifteen years.) Staff reported that Idle Wheel has been collecting a monthly amount of \$7.17 according to the annual registration.

- Idle Wheel completed its annual re-registration process on time and requested a permissive adjustment in 2020.
- The Commission approved a permissive adjustment increase to the space rent ceiling of 2.31% in 2020.

Royal Palm:

- All 131 spaces at Royal Palm were registered with the Commission.
- Registration fees of \$3,930 were paid to the City in December 2019.
- All regulated space rents as of December 31, 2019 appeared to be within the 1.80% increase (permissive adjustment) in the space rent ceiling previously approved by the Commission in 2019.
- The Commission's 2018 decision on Royal Palm's Net Operating Income application also included a limited term monthly charge for residents starting at \$15.38 for period of three years. (The charge is collected for six years and is reduced after three years.) Staff reported that Idle Wheel has been collecting a monthly amount of \$15.38 which is the amount approved by the Commission for the first three years.
- Royal Palm completed its annual re-registration process on time and requested a permissive adjustment in 2020.
- The Commission approved a permissive adjustment increase to the space rent ceiling of 2.31% in 2020.

Leisureville:

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

Casa del Sol:

- For 2020, Community Housing Opportunities Corporation submitted an annual registration showing that 156 of the 157 park spaces at Casa del Sol are subject to recorded affordable housing covenants which restrict tenancies to low- and very-low income households and require rents affordable to residents at those income levels. (The one park space not submitted is used for the park manager.) As a result, no registration fee is required, but CHOC will be required to annually re-confirm the exemption for the spaces.

Commission Meetings for Program Year 2020

For Program Year 2020, the Manufactured Home Fair Practices Commission held one meeting that took place on June 29.

Respectfully Submitted,

Dan Sokolow, MHFPC Staff

Dated: June 29, 2020



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.4
SUBJECT: Community Services Department Quarterly Status Report

Recommendation for Action: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period of April through June 2021.

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

Background: This quarterly status report covers the period of April through June 2021. The report presents a summary of recreation programming, events, affordable housing, the community development block grant entitlement program, and parks and recreation facilities operation and maintenance. This report also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period of April through June 2021.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Q-4 CSD Report

Community Services Department Quarterly Report: April-June 2021

The following provides a summary of the Community Service Department's programs, activities, and events for April through June 2021. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document. *Participant totals (total participants and total participant hours) are the total amount of participants/hours for the entire reporting period (i.e. in most cases three months).*

QUARTERLY HIGHLIGHTS

- Approximately 15,089 participant hours were recorded for aquatics; and youth, teen and adult recreation classes.
- Approximately 217 participant hours were recorded for senior programs and senior events.
- The Community & Senior Center re-opened to the public on June 21.

PROGRAM MARKETING

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

- Flyers: One flyer (May 2021) was emailed to current and past customers to promote summer activities and programs.
- Senior Gram: Mailed to 370 households each month and available online.
- Social Media: The Department utilizes Facebook and Instagram to advertise upcoming events and recreation programs.
- Special Events: Rec2Go (Downtown Farmer's Market, Little League activities, park events)

FACILITIES

Community & Senior Center Reopening Plan

After a 15-month closure to the public, the Community & Senior Center reopened to the public on June 21. Programs that were immediately available included the drop-in activities of badminton, pickleball, and basketball. (After July 1, additional programs and classes have been added to the facility's schedule.)

Community & Senior Center Facility Reservations

The Community & Senior Center and Sports Park has been closed since March 2020, therefore, there have not been any facility rentals (with the exception of special permitting for youth recreation user groups).

Sports Park Tournament Reservations

Community Services started issuing permits for private tournament rentals at the Woodland Sports Park. Historic users have been issued these dates for operation, mostly youth baseball tournaments.

PARKS

Parks and Recreation Facility Improvement Projects

Park/Recreation Facility	Projects Completed
Community & Senior Center	Replaced light systems with LED lights, including exterior front lights. Installed security lights in rear of the building. Replaced and repaired ceiling tiles throughout the facility. Replaced a leaking pressure gauge on one of the geothermal pumps. Cleaned all carpeted areas and steam-cleaned partition walls. Replaced LED bulbs on basketball court pole light. Repaired broken handicap stall partition in the bathroom. Pressure washed sidewalks, walls, patios, and furniture. Cleaned fountain and rebuilt tablet chlorinator unit. Installed new float valves for lobby waterfalls. Scraped, polished, and cleaned art & craft room cabinets and floor. Repainted and resealed art & craft room floor.
Christiansen Park (Buchignani Field)	Set up temporary fencing on the field.
Hiddleson Park	Installed new bases and set up temporary fencing on the field. 
Klenhard Park	Installed new partition stalls with doors in the restrooms.
Ferns Park	Installed a new tire swing at the youth playground.
Dave Douglass Park	Replaced the fencing fabric and back-stop on the ball field.
Harris Park	Removed tables in the park.
Schneider Park	Replaced slide on the playground.
Woodside Park	Removed tennis hitting wall and Resurfaced basketball court.

Everman Park Safety Improvements: Due to ongoing public safety concerns at Everman Park, staff has been working with the Police Department and Information Technology to evaluate ways to improve safety at the recreation facility. Tree canopies were raised to provide better visibility throughout the park. Additionally, cameras were installed to assist the Police Department with monitoring activities at the park. Staff also has plans to improve visibility in the park with further tree maintenance. CSD staff will attend future meetings with residents to discuss park improvements related to safety measures.

Play Structure and Bathroom Improvement Projects: Replacement of play structures at Everman and Traynham Parks is underway. The equipment has been ordered and will be installed as soon as it is received (Proposition 68 non-competitive grant funds). Staff has also begun site prep work for the replacement of restrooms at Harris Field and Ferns Park (as well as a bleacher installation project at Harris Field). Staff will wait until August to do the site-prep work at Beamer Park for the new restroom.

Park Use Updates: In light of the April 15th changes to Covid-19 “gathering requirements” issued by the State, the Community Services Department began to accept reservations for shade structures at parks, this started on May 1. The new requirements allowed for outdoor gatherings for up to 50 people in the Orange Tier and 100 people in the Yellow Tier. Signs were posted at shade structures reminding the public to practice Covid-19 prevention measures. Additionally, on May 1 the water feature at Jack Slaven Park was made available for use by the public (similar signs for Covid-19 prevention were also be posted).

Crawford Park Rain Garden: In early May, the bid submittal process closed to construct the Crawford Park rain garden. The project encompasses a small area in the northeast corner of Crawford Park adjacent to the sidewalk along El Dorado Drive and an existing concrete walkway and spanning an existing exercise path and workout station that will not be altered. The Project, developed around and in concert with existing infrastructure, will consist of several key components, including: a new drain installed in the sidewalk along El Dorado Drive to allow storm-water runoff to enter the rain garden; a 1,500 square foot rain garden swale to accept storm-water runoff from El Dorado Drive situated between the sidewalk and the existing decomposed granite exercise path, with a small concrete pad to capture debris in the runoff; a sun and shade drought-tolerant landscape demonstration area; several new hardscape elements, including a pervious pavement seating area, and a concrete mow band separating the garden from the park turf-grass; educational signage about the functions and processes of the rain garden; and several new trees and appropriate plants. Construction began in June.

Urban Forestry

Circle 4- Amplify Grant: The City is working with California Urban Forest Council and West Coast Arborist on a grant effort, referred to as Circle 4. The Circle 4 project is an Invest in the Ground Up Campaign under the California Urban Forests Council. The City will ultimately have about 66 trees planted (by West Coast Arborist and volunteers) on Arbor Day on March 12, 2022. The City will assist with finding the locations of the trees and tree selection, as well as digging the holes. West Coast Arborist will be responsible for monitoring the trees for two years. The Woodland Tree Foundation also will participate in this grant effort. The grant also includes conducting educational workshops for the public. Additional information on this grant will be presented to the Commission as the planning continues.

RECREATION ACTIVITIES - AQUATICS

All aquatic programs are held at the Charles Brooks Community Swim Center. Aquatic programming is available for children as young as six months old through seniors and includes swimming lessons, lifeguard training, recreation swimming, recreation swim teams, lap swim and water aerobics. During the spring, the primary programming at the pool is lap swim, water aerobics, and the use of the pool by the Woodland Swim Team and the Woodland and Pioneer High Schools.



Lap swim participant using pool

Aquatics Program	Total Participants	Participant Hours	Fees Collected
Lap Swim & Water Aerobics	6,575	6,575	\$7,247
Lifeguard Training	18	540	\$2,460
Woodland Swim Team	N/A	N/A	\$8,775
Woodland Joint Unified School District	65	N/A	\$0
Total	6,658	7,115	\$18,482

Facility Rentals

During non-programmed hours, the Charles Brooks Community Swim Center is available to reserve for other aquatic activities not affiliated with the City of Woodland. Pool reservation fees account for the facility and safety personnel onsite during the scheduled event.

WOODLAND SWIM TEAM

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices during this quarter and hosted two swim meets. Fees Collected: \$8,775 (\$1,910 monthly rental fee)

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Woodland and Pioneer High School swim teams utilize the pool for practices and meets before and after school from February through mid-May, Monday through Friday. Both teams started usage of the pool for their spring season during this period. Use of the facility is covered through the Joint Use Agreement between the City and Woodland Joint Unified School District.

RECREATION ACTIVITIES - YOUTH & TEEN

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

Youth Recreation Program	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)
Fall Fun Club Distance Learning	57	855	\$2,175
Baby & Me <i>offered virtually</i> (Measure J)	55	55	Free program
Rec2Go (Measure J)	950	950	Free program
Total	1,062	1,860	\$2,175

Youth Scholarships for Summer Programs (“Camperships”)

Camperships are available for income-qualified families of youth participants of Swim Lessons, Summertime Fun Club, Summer Teen Pack, and Lifeguard Training. “Camperships” are scholarships resulting in a fee reduction for the program (programs are not offered for free). Camperships are available on a first-come, first-served basis and are sponsored by Measure J. Over 100 camperships were distributed for Summer 2021. Woodland residents that meet the requirements for the school lunch program are generally eligible for camperships. The Woodland Kiwanis Club provided a generous donation to the Woodland Community Services Department to provide camperships for youth swim lessons (60 scholarships were provided by Kiwanis).

RECREATION ACTIVITIES - CONTRACT CLASSES

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



National Academy of Athletics Sports Camp

Contract Class	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)	Total Expense (3 months)	Net Revenue (3 months)
Boxing Youth*	76	912	\$979	\$3,300	\$(2,321)
Boxing Adult*	33	396	\$790	\$3,000	\$(2,210)
Cello Tennis Academy	655	3409	\$40,351	\$35,154	\$5,196
Country Line Dance	305	501	\$1,554	\$1,399	\$155
Rock Steady Boxing**	24	312	Free Program	\$1,300	\$(1,300)
Yoga	10	68	\$400	\$360	\$40
Total	1,103	5,598	\$44,074	\$44,513	\$(440)

* Instructor fees not charged to Youth Center Enterprise Budget (253).

** The City receives a reimbursement from the Woodland Recreation Foundation for the Rock Steady expenses.

RECREATION ACTIVITIES - ADULT SPORTS

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. (Sports league programs remained closed during the fourth quarter, however the leagues will return to play in the upcoming year.) Drop-in activities resumed on June 21 when the Community & Senior Center re-opened to the public.



Drop-In Badminton Participant on June 21 (*the day the program re-opened*)

Open Gym participation	Participants	Participant Hours	Fees Collected
Badminton	82	246	Free
Pickleball	90	270	Free
Total	172	516	\$0

RECREATION ACTIVITIES – SENIOR ACTIVITIES

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



Yoga participant during class

PROGRAMS

Programs	Total Sign-ins	Participant Hours	Fees Collected
Exercise Classes	76	38	\$0
General Programs	78	117	\$0
Support Groups	62	62	Free Program
Total	216	217	\$0

GRANTS AND HOUSING

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

Community Development Block Grant (CDBG) 2020-2024 Consolidated Plan

The City Council approved the Consolidated Plan, the Analysis of Impediments to Fair Housing Choice, and the FY 2020/21 Annual Action Plan at its June 15, 2021 meeting. The following table details the high priority needs adopted for the Consolidated Plan.

2020 – 2024 Consolidated Plan High Priority Needs	
HUD Code	Description
03	Public Facilities and Improvements (General, including Accessibility)
03D	Youth Centers
03F	Parks, Recreational Facilities
05	Public Services (Other: Emergency Food & Shelter)

05D	Youth Services
05H	Employment Training
05J	Fair Housing Activities (Subject to Public Service Cap)
05M	Health Services
14A	Rehabilitation, Single Unit Residential
14B	Rehabilitation, Multi-Unit Residential
14H	Rehabilitation Administration

With approval of the Analysis of Impediments to Fair Housing Choice, the City Council adopted the following three implementation goals.

Goal 1 – Incentivize development of affordable homeownership products.

Goal 2 – Expand affordable rental opportunities.

Goal 3 – Expand equity in access to economic opportunity.

Construction activities funded through the FY 2020/21 Action Plan include Garden and Outdoor Class (CommuniCare Health Centers), Cottonwood Meadows Phase S-1 Rehabilitation (New Hope Community Development Corporation), ADA Accessibility Program (City of Woodland), 925 North Street and Walter’s House Water Heater Efficiency (Friends of the Mission).

Facility Rentals Statue of CDBG Program Construction Activities

- City of Woodland, ADA Accessibility Project – Construction of the FY 2019/20 and 2020/21 projects started in June.
- Yolo Community Care Continuum, Safe Harbor Rehabilitation (FY 2018/19) – The remaining rehabilitation items will be completed in Summer 2021.

Project Roomkey

The effort to shelter vulnerable homeless during the pandemic in Woodland ended on June 30, 2021 as 41 persons exited two motels in the City. Project Roomkey (PRK) ran for more than fifteen months with City staff responsible for the placements of individuals and coordinating other aspects of the shelter effort with the motel staff, on-site social workers, and County staff. Besides access to on-site social workers, other services provided those sheltered through Project Roomkey include food deliveries, mobile medicine, meals, laundry, and COVID-19 vaccinations. On-site social workers from Woodland nonprofit Empower Yolo as well as social workers from the Yolo County Public Defender’s Office for the initial first months of the sheltering effort made concerted efforts to engage PRK participants and assist them in accessing services and developing housing plans. Of the 41 individuals who exited PRK in June, seven returned to unsheltered homelessness after being offered shelter at the Yolo Wayfarer Center. Empower Yolo is continuing to provide services to PRK participants who did not transition to housing.

PARTICIPANT HOURS CALCULATION

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

Drop In Programs: 1 Class meeting (in hours) x Total sign-ins

Examples include Water Aerobics & Lap Swim, Badminton, and Night Hoops

Classes/Camps/Leagues: Total unique participants x total class time (in hours)

Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)

Examples include: Teens Helping Seniors, Teen Pack

Event: Total Attendants x Average Time

Examples include: ReXpo, 4th of July

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.5
SUBJECT: Salary Schedule effective July 1, 2021

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective July 1, 2021.

Staff Contact:

Sheila McShane, Human Resources Manager, (530) 661 5807, Sheila.mcshane@cityofwoodland.org

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact. All agreed upon salary adjustments are included in the operating budget approved by Council on June 15, 2021.

Background:

The California Public Employees' Retirement System (CalPERS) requires that the City's salary schedule be approved and adopted by the City Council on a quarterly basis. The requested approval by Council will meet the CalPERS requirement for the quarter effective July 1, 2021.

Discussion:

To ensure accurate payroll reporting and related retirement calculations, CalPERS requires the salary schedule to be reviewed and updated by action of the City Council on a quarterly basis. The updated Salary Schedule for July 1, 2021 includes Cost of Living Adjustments (COLAs), or any other adjustments that were agreed upon through collective bargaining and are contained within the various Memoranda of Understanding (MOU) with the City's employee associations.

Represented Units that received COLAs effective July 1, 2021 are as follows:

<u>Employee Group</u>	<u>COLA</u>
Confidential Unit Employees	2.00%
Woodland Professional Firefighters' Association	3.00%
Woodland Fire Mid-Management Association	2.00%
Woodland Mid-Management Professional Association	2.00%
Woodland Police Mid-Management Association	3.00%
Woodland Police Officers' Association	3.00%
Woodland City Employee's Association	3.00%

Conclusion:

Staff recommends that the City Council approve the City of Woodland Salary Schedule effective July 1, 2021.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kimberly McKinney, Director of Administrative Services

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. 07-01-21 Salary Schedule

CITY OF WOODLAND - SALARY SCHEDULE
Effective July 1, 2021
REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	\$4,929.96	\$5,176.45	\$5,435.27	\$5,707.03	\$5,992.38	\$6,292.00		
Accountant II *	120	MM	\$5,441.74	\$5,713.83	\$5,999.51	\$6,299.49	\$6,614.46	\$6,945.19		
Accounting Technician	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Administrative Clerk I	28	GS	\$2,875.47	\$3,019.24	\$3,170.20	\$3,328.72	\$3,495.15	\$3,669.91		
Administrative Clerk II	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Administrative Clerk III	36	GS	\$3,503.48	\$3,678.66	\$3,862.60	\$4,055.73	\$4,258.53	\$4,471.45		
Administrative Secretary	42	GS	\$4,062.96	\$4,266.12	\$4,479.42	\$4,703.39	\$4,938.56	\$5,185.48		
Administrative Supervisor	47	GS	\$4,596.88	\$4,826.72	\$5,068.05	\$5,321.46	\$5,587.53	\$5,866.91		
Aquatics Coordinator	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Aquatics Supervisor	48	GS	\$4,711.79	\$4,947.38	\$5,194.75	\$5,454.49	\$5,727.21	\$6,013.57		
Assist City Manager/Comm & Econ Dev Dir *	Contract		\$12,463.47				\$16,001.30			
Assistant Engineer *	125	MM	\$6,156.82	\$6,464.67	\$6,787.90	\$7,127.30	\$7,483.66	\$7,857.84		
Assistant Planner *	118	MM	\$5,179.52	\$5,438.50	\$5,710.42	\$5,995.95	\$6,295.74	\$6,610.53		
Associate Civil Engineer *	131	MM	\$7,140.03	\$7,497.03	\$7,871.89	\$8,265.47	\$8,678.76	\$9,112.70		
Associate Engineer *	127	MM	\$6,468.52	\$6,791.95	\$7,131.53	\$7,488.12	\$7,862.53	\$8,255.65		
Associate Planner *	124	MM	\$6,006.67	\$6,306.99	\$6,622.35	\$6,953.46	\$7,301.14	\$7,666.20		
Building Inspection Services Manager *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.12	\$8,895.73	\$9,340.51		
Building Inspector I	49	GS	\$4,829.59	\$5,071.07	\$5,324.62	\$5,590.86	\$5,870.39	\$6,163.91		
Building Inspector II	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Chief Building Official *	140	MM	\$8,916.92	\$9,362.77	\$9,830.91	\$10,322.45	\$10,838.58	\$11,380.50		
Chief Collection Systems Operator *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.11	\$8,895.73	\$9,340.51		
Chief Plant Operator *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.11	\$8,895.73	\$9,340.51		
Chief Project Engineer *	145	MM	\$10,088.69	\$10,593.11	\$11,122.78	\$11,678.91	\$12,262.85	\$12,875.99		
Chief Water Systems Operator *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.12	\$8,895.73	\$9,340.51		
Children's Librarian II *	118	MM	\$5,179.52	\$5,438.49	\$5,710.43	\$5,995.96	\$6,295.75	\$6,610.53		
City Clerk *	Contract		\$7,630.73				\$10,598.24			
City Engineer *	145	MM	\$10,088.68	\$10,593.11	\$11,122.78	\$11,678.91	\$12,262.85	\$12,875.99		
City Manager *	Contract						\$21,000.00			
Code Compliance Officer I	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Code Compliance Officer II	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Communications Manager	131	MM	\$7,140.03	\$7,497.03	\$7,871.89	\$8,265.47	\$8,678.76	\$9,112.70		
Community Development Clerk I	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Community Development Clerk II	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Community Development Director *	Contract		\$11,305.55				\$14,682.50			
Community Development Technician I	42	GS	\$4,062.96	\$4,266.12	\$4,479.42	\$4,703.39	\$4,938.56	\$5,185.48		
Community Development Technician II	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Community Risk Reduction Specialist I	Base	F	\$4,857.61	\$5,100.71	\$5,355.73	\$5,623.52	\$5,904.68			
Community Risk Reduction Specialist II	Base	F	\$5,223.52	\$5,484.72	\$5,758.95	\$6,046.90	\$6,349.25			
Community Risk Reduction Specialist Senior	Base	F	\$5,783.75	\$6,072.95	\$6,376.60	\$6,695.42	\$7,030.21			
Community Services Director	Contract		\$11,305.55				\$14,682.50			
Community Services Officer *	Base	P	\$4,118.41	\$4,324.33	\$4,540.54	\$4,767.58	\$5,005.96	\$5,256.27		
Community Services Program Manager *	125	MM	\$6,156.82	\$6,464.67	\$6,787.90	\$7,127.30	\$7,483.66	\$7,857.84		
Conservation Coordinator	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Construction Project Manager *	129	MM	\$6,795.99	\$7,135.79	\$7,492.57	\$7,867.21	\$8,260.56	\$8,673.59		
Crime Prevention Specialist *	Base	P	\$4,118.41	\$4,324.33	\$4,540.54	\$4,767.58	\$5,005.96	\$5,256.27		
Deputy Chief ** (aka Police Captain)	Base	PM	\$11,221.32	\$11,782.40	\$12,371.52	\$12,990.11	\$13,639.60	\$14,321.59	\$15,037.67	\$15,789.56
Deputy Director of Community Development *	Contract		\$9,927.40				\$12,727.43			
Deputy Fire Chief	Flat	FM	\$10,778.28	\$11,317.20	\$11,883.06	\$12,477.21	\$13,207.68			
Director of Administrative Services	Contract		\$11,305.55				\$14,682.50			
Economic Development Manager *	136	MM	\$8,078.29	\$8,482.21	\$8,906.32	\$9,351.64	\$9,819.21	\$10,310.17		
Electrical / Signs & Markings Supervisor	67	GS	\$7,532.51	\$7,909.14	\$8,304.59	\$8,719.83	\$9,155.82	\$9,613.61		
Electrician's Assistant	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Engineering Aide I	33	GS	\$3,253.33	\$3,416.00	\$3,586.80	\$3,766.13	\$3,954.44	\$4,152.16		

CITY OF WOODLAND - SALARY SCHEDULE

Effective July 1, 2021

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Engineering Aide II	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Engineering Assistant	56	GS	\$5,740.87	\$6,027.91	\$6,329.31	\$6,645.77	\$6,978.06	\$7,326.96		
Engineering Technician I	44	GS	\$4,268.65	\$4,482.09	\$4,706.19	\$4,941.51	\$5,188.58	\$5,448.01		
Engineering Technician II	48	GS	\$4,711.79	\$4,947.38	\$5,194.75	\$5,454.49	\$5,727.21	\$6,013.57		
Engineering Technician III	52	GS	\$5,200.94	\$5,460.98	\$5,734.04	\$6,020.74	\$6,321.78	\$6,637.86		
Environmental Compliance Inspector I	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Environmental Compliance Inspector II	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Environmental Compliance Specialist	49	GS	\$4,829.59	\$5,071.07	\$5,324.62	\$5,590.86	\$5,870.39	\$6,163.91		
Environmental Resources Analyst *	127	MM	\$6,468.52	\$6,791.95	\$7,131.53	\$7,488.12	\$7,862.52	\$8,255.65		
Environmental Sustainability Manger *	131	MM	\$7,140.03	\$7,497.03	\$7,871.89	\$8,265.47	\$8,678.76	\$9,112.70		
Equipment Service Clerk	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Equipment Service Worker	34	GS	\$3,334.67	\$3,501.40	\$3,676.46	\$3,860.29	\$4,053.31	\$4,255.98		
Executive Assistant - Confidential		C	\$4,515.34	\$4,741.11	\$4,978.17	\$5,227.08	\$5,488.43	\$5,762.85		
Facility Maintenance Worker I	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Facility Maintenance Worker II	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Facility Maintenance Worker III	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Finance Clerk I	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Finance Clerk II	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Finance Clerk III	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Finance Director *	Contract		\$9,562.32				\$12,275.28			
Finance Officer *	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Finance Specialist	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Finance Supervisor	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Financial Services Manager	136	MM	\$8,078.29	\$8,482.21	\$8,906.32	\$9,351.64	\$9,819.21	\$10,310.17		
Fire Battalion Chief	Flat	FM	\$9,448.70	\$9,921.12	\$10,417.18	\$10,938.04	\$11,484.94			
Fire Captain	Base	F	\$7,700.13	\$8,085.13	\$8,489.39	\$8,913.86	\$9,359.55			
Fire Chief **	Contract		\$11,305.55				\$14,682.50			
Fire Engineer	Base	F	\$6,682.87	\$7,017.02	\$7,367.88	\$7,736.27	\$8,123.07			
Fire Marshal	Flat	FM	\$9,448.70	\$9,921.12	\$10,417.18	\$10,938.04	\$11,484.94			
Fire Prevention Specialist I (aka Community Risk R	Base	F	\$4,857.61	\$5,100.71	\$5,355.73	\$5,623.52	\$5,904.68			
Fire Prevention Specialist II (aka Community Risk R	Base	F	\$5,223.52	\$5,484.72	\$5,758.95	\$6,046.90	\$6,349.25			
Firefighter	Base	F	\$5,888.46	\$6,182.88	\$6,492.02	\$6,816.63	\$7,157.45			
Firefighter Recruit	Base	F	\$5,299.62							
Fleet & Facilities Manager *	131	MM	\$7,140.03	\$7,497.03	\$7,871.89	\$8,265.48	\$8,678.76	\$9,112.70		
GIS Analyst	62	GS	\$6,657.65	\$6,990.53	\$7,340.05	\$7,707.06	\$8,092.41	\$8,497.03		
GIS Technician I	49	GS	\$4,829.59	\$5,071.07	\$5,324.62	\$5,590.86	\$5,870.40	\$6,163.92		
GIS Technician II	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Heavy Equipment Mechanic	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Human Resources Analyst I		C	\$5,494.03	\$5,768.73	\$6,057.16	\$6,360.02	\$6,678.02	\$7,011.93		
Human Resources Analyst II		C	\$6,215.99	\$6,526.79	\$6,853.13	\$7,195.78	\$7,555.57	\$7,933.35		
Human Resources Clerk		C	\$3,468.46	\$3,641.89	\$3,823.99	\$4,015.18	\$4,215.95	\$4,426.74		
Human Resources Manager		C	\$8,777.80	\$9,216.70	\$9,677.52	\$10,161.40	\$10,669.48	\$11,202.95		
Human Resources Technician I		C	\$4,122.90	\$4,329.05	\$4,545.49	\$4,772.77	\$5,011.41	\$5,261.98		
Human Resources Technician II		C	\$4,596.97	\$4,826.82	\$5,068.16	\$5,321.57	\$5,587.65	\$5,867.03		
Industrial Electrical/Electronics Technician	58	GS	\$6,031.50	\$6,333.07	\$6,649.72	\$6,982.21	\$7,331.32	\$7,697.89		
Information Technology Analyst	60	GS	\$6,336.84	\$6,653.69	\$6,986.37	\$7,335.69	\$7,702.47	\$8,087.60		
Information Technology Manager *	138	MM	\$8,487.25	\$8,911.61	\$9,357.20	\$9,825.05	\$10,316.31	\$10,832.13		
Information Technology Technician I	48	GS	\$4,711.79	\$4,947.38	\$5,194.75	\$5,454.49	\$5,727.21	\$6,013.57		
Information Technology Technician II	52	GS	\$5,200.94	\$5,460.98	\$5,734.04	\$6,020.74	\$6,321.78	\$6,637.86		
Infrastructure O & M Superintendent *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.11	\$8,895.73	\$9,340.51		
Junior Engineer *	121	MM	\$5,577.78	\$5,856.67	\$6,149.51	\$6,456.97	\$6,779.84	\$7,118.83		
Junior Planner *	113	MM	\$4,577.95	\$4,806.84	\$5,047.18	\$5,299.54	\$5,564.52	\$5,842.75		
Laboratory & Environmental Compliance Mgr *	129	MM	\$6,795.99	\$7,135.79	\$7,492.57	\$7,867.21	\$8,260.56	\$8,673.59		

CITY OF WOODLAND - SALARY SCHEDULE

Effective July 1, 2021

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Laboratory Supervisor *	127	MM	\$6,468.52	\$6,791.94	\$7,131.53	\$7,488.12	\$7,862.52	\$8,255.65		
Laboratory Technician I	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Laboratory Technician II	47	GS	\$4,596.88	\$4,826.72	\$5,068.05	\$5,321.46	\$5,587.53	\$5,866.91		
Librarian I *	114	MM	\$4,692.40	\$4,927.02	\$5,173.37	\$5,432.03	\$5,703.63	\$5,988.81		
Librarian II *	118	MM	\$5,179.52	\$5,438.49	\$5,710.43	\$5,995.96	\$6,295.75	\$6,610.53		
Librarian III *	122	MM	\$5,717.23	\$6,003.08	\$6,303.25	\$6,618.40	\$6,949.33	\$7,296.80		
Library Services Director *	Contract		\$8,005.77				\$10,277.33			
Library Technical Assistant I	29	GS	\$2,947.35	\$3,094.73	\$3,249.47	\$3,411.94	\$3,582.54	\$3,761.66		
Library Technical Assistant II	33	GS	\$3,253.33	\$3,416.00	\$3,586.80	\$3,766.13	\$3,954.44	\$4,152.16		
Library Technical Assistant III	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Light Equipment Mechanic	41	GS	\$3,963.87	\$4,162.06	\$4,370.16	\$4,588.67	\$4,818.11	\$5,059.01		
Literacy Coordinator	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Maintenance Supervisor	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Maintenance Worker I	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Maintenance Worker II	40	GS	\$3,867.19	\$4,060.55	\$4,263.57	\$4,476.75	\$4,700.59	\$4,935.62		
Maintenance Worker III	44	GS	\$4,268.65	\$4,482.09	\$4,706.19	\$4,941.51	\$5,188.58	\$5,448.01		
Management Analyst I *	120	MM	\$5,441.74	\$5,713.83	\$5,999.51	\$6,299.49	\$6,614.46	\$6,945.19		
Management Analyst II *	125	MM	\$6,156.82	\$6,464.67	\$6,787.90	\$7,127.30	\$7,483.66	\$7,857.84		
Marketing and Business Relations Specialist *	120	MM	\$5,441.74	\$5,713.83	\$5,999.51	\$6,299.49	\$6,614.46	\$6,945.19		
Meter Services Technician	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Office Manager *	115	MM	\$4,809.70	\$5,050.18	\$5,302.70	\$5,567.83	\$5,846.23	\$6,138.54		
Operations and Maintenance Superintendent *	137	MM	\$8,280.26	\$8,694.27	\$9,128.99	\$9,585.43	\$10,064.71	\$10,567.94		
Park Maintenance Technician	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Park Maintenance Worker I	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Park Maintenance Worker II	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Park Maintenance Worker III	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Park Planner *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.11	\$8,895.73	\$9,340.51		
Park Superintendent *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.11	\$8,895.73	\$9,340.51		
Park Supervisor	51	GS	\$5,074.09	\$5,327.79	\$5,594.19	\$5,873.89	\$6,167.59	\$6,475.97		
Planning Manager *	140	MM	\$8,916.92	\$9,362.77	\$9,830.91	\$10,322.45	\$10,838.58	\$11,380.50		
Police Captain **	Base	PM	\$11,221.32	\$11,782.40	\$12,371.52	\$12,990.11	\$13,639.60	\$14,321.59	\$15,037.67	\$15,789.56
Police Chief **	Contract		\$13,358.70				\$17,427.09			
Police Crime and Intelligence Analyst *	Base	PS	\$5,279.81	\$5,543.82	\$5,821.00	\$6,112.05	\$6,417.65			
Police Lieutenant **	Base	PM	\$10,209.61	\$10,720.09	\$11,256.09	\$11,818.91	\$12,409.86	\$13,030.36	\$13,681.87	\$14,365.97
Police Officer **	Base	P	\$6,256.81	\$6,569.64	\$6,898.12	\$7,243.04	\$7,605.19	\$7,985.44	\$8,384.73	
Police Officer Recruit (Non-Safety)	Base		\$5,631.12							
Police Records Manager *	120	MM	\$5,441.74	\$5,713.83	\$5,999.51	\$6,299.49	\$6,614.46	\$6,945.19		
Police Records Specialist *	Base	P	\$3,655.47	\$3,838.21	\$4,030.14	\$4,231.64	\$4,443.23			
Police Records Supervisor	Base	PS	\$4,952.81	\$5,200.44	\$5,460.47	\$5,733.53	\$6,020.21			
Police Sergeant **	Base	PS	\$7,237.73	\$7,599.62	\$7,979.60	\$8,378.58	\$8,797.52	\$9,237.40	\$9,699.27	\$10,184.23
Pool Facility Technician	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Principal Civil Engineer *	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Principal Planner *	136	MM	\$8,078.29	\$8,482.21	\$8,906.32	\$9,351.64	\$9,819.21	\$10,310.17		
Principal Utilities Civil Engineer *	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Public Works Director *	Contract		\$11,305.55				\$14,682.50			
Public Works O&M Infrastructure Admin	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Purchasing Manager *	123	MM	\$5,860.16	\$6,153.16	\$6,460.83	\$6,783.87	\$7,123.05	\$7,479.21		
Recreation Coordinator	36	GS	\$3,503.48	\$3,678.66	\$3,862.60	\$4,055.73	\$4,258.53	\$4,471.45		
Recreation Superintendent *	131	MM	\$7,140.03	\$7,497.03	\$7,871.89	\$8,265.47	\$8,678.76	\$9,112.70		
Recreation Supervisor	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Redevelopment & Housing Analyst I *	120	MM	\$5,441.74	\$5,713.83	\$5,999.51	\$6,299.49	\$6,614.46	\$6,945.19		
Redevelopment & Housing Analyst II *	124	MM	\$6,006.67	\$6,306.99	\$6,622.35	\$6,953.46	\$7,301.14	\$7,666.20		
Redevelopment Manager *	136	MM	\$8,078.29	\$8,482.21	\$8,906.32	\$9,351.64	\$9,819.21	\$10,310.17		

CITY OF WOODLAND - SALARY SCHEDULE

Effective July 1, 2021

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Secretary to City Manager		C	\$4,631.11	\$4,862.68	\$5,105.81	\$5,361.10	\$5,629.16	\$5,910.62		
Senior Accountant *	125	MM	\$6,156.82	\$6,464.67	\$6,787.90	\$7,127.30	\$7,483.66	\$7,857.84		
Senior Application Analyst *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.11	\$8,895.73	\$9,340.51		
Senior Associate Civil Engineer *	134	MM	\$7,689.04	\$8,073.49	\$8,477.17	\$8,901.01	\$9,346.08	\$9,813.38		
Senior Building Inspector	57	GS	\$5,884.39	\$6,178.61	\$6,487.54	\$6,811.91	\$7,152.51	\$7,510.13		
Senior Building Plans Examiner	58	GS	\$6,031.50	\$6,333.07	\$6,649.72	\$6,982.21	\$7,331.32	\$7,697.89		
Senior Center Manager *	120	MM	\$5,441.74	\$5,713.83	\$5,999.51	\$6,299.49	\$6,614.46	\$6,945.19		
Senior Civil Engineer *	138	MM	\$8,487.25	\$8,911.61	\$9,357.20	\$9,825.05	\$10,316.31	\$10,832.13		
Senior Construction Project Manager *	131	MM	\$7,140.03	\$7,497.03	\$7,871.89	\$8,265.47	\$8,678.76	\$9,112.70		
Senior Engineering Assistant	58	GS	\$6,031.50	\$6,333.07	\$6,649.72	\$6,982.21	\$7,331.32	\$7,697.89		
Senior Equipment Mechanic	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Senior Human Resources Analyst		C	\$7,148.38	\$7,505.80	\$7,881.09	\$8,275.15	\$8,688.91	\$9,123.35		
Senior Maintenance Worker	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Senior Management Analyst *	131	MM	\$7,140.03	\$7,497.03	\$7,871.89	\$8,265.47	\$8,678.76	\$9,112.70		
Senior Planner *	132	MM	\$7,318.53	\$7,684.46	\$8,068.67	\$8,472.12	\$8,895.73	\$9,340.51		
Senior Police Records Specialist *	Base	P	\$4,021.00	\$4,222.04	\$4,433.15	\$4,654.83	\$4,887.58			
Senior Signs and Markings Technician	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Senior Systems Analyst *	132	MM	\$7,318.53	\$7,684.46	\$8,068.68	\$8,472.11	\$8,895.73	\$9,340.51		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$6,336.84	\$6,653.69	\$6,986.37	\$7,335.69	\$7,702.47	\$8,087.60		
Senior Tree Trimmer	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Senior Water Pollution Control Operator	67	GS	\$7,532.51	\$7,909.14	\$8,304.59	\$8,719.83	\$9,155.82	\$9,613.61		
Senior Water System Operator	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$7,348.79	\$7,716.23	\$8,102.03	\$8,507.13	\$8,932.49	\$9,379.11		
Signs and Markings Tech I	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Signs and Markings Tech II	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Social Services Manager *	132	MM	\$7,318.53	\$7,684.46	\$8,068.67	\$8,472.12	\$8,895.73	\$9,340.51		
Sports Manager *	125	MM	\$6,156.82	\$6,464.67	\$6,787.90	\$7,127.30	\$7,483.66	\$7,857.84		
Stock Clerk	32	GS	\$3,173.98	\$3,332.67	\$3,499.32	\$3,674.28	\$3,857.99	\$4,050.89		
Storekeeper	35	GS	\$3,418.03	\$3,588.94	\$3,768.38	\$3,956.80	\$4,154.64	\$4,362.38		
Traffic Signal / Street Lighting Technician	56	GS	\$5,740.87	\$6,027.91	\$6,329.31	\$6,645.77	\$6,978.06	\$7,326.96		
Transportation Engineer *	134	MM	\$7,689.04	\$8,073.49	\$8,477.17	\$8,901.01	\$9,346.08	\$9,813.38		
Treatment Plant Mechanic	54	GS	\$5,464.23	\$5,737.45	\$6,024.32	\$6,325.54	\$6,641.81	\$6,973.91		
Treatment Plant Superintendent	137	MM	\$8,280.26	\$8,694.27	\$9,128.99	\$9,585.43	\$10,064.71	\$10,567.94		
Tree Trimmer I	39	GS	\$3,772.86	\$3,961.51	\$4,159.59	\$4,367.56	\$4,585.94	\$4,815.24		
Tree Trimmer II	43	GS	\$4,164.54	\$4,372.76	\$4,591.40	\$4,820.98	\$5,062.03	\$5,315.13		
Underground Utility Service Locator	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Utilities Administrator	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Utilities Maintenance Supervisor	53	GS	\$5,330.96	\$5,597.51	\$5,877.38	\$6,171.25	\$6,479.82	\$6,803.81		
Utilities Maintenance Worker I	37	GS	\$3,591.07	\$3,770.63	\$3,959.16	\$4,157.12	\$4,364.97	\$4,583.21		
Utilities Maintenance Worker II	42	GS	\$4,062.96	\$4,266.12	\$4,479.42	\$4,703.39	\$4,938.56	\$5,185.48		
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Utilities Maintenance Worker III (Water)	46	GS	\$4,484.75	\$4,708.99	\$4,944.44	\$5,191.67	\$5,451.24	\$5,723.81		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Utilities Maintenance Worker IV (Water)	50	GS	\$4,950.33	\$5,197.84	\$5,457.73	\$5,730.63	\$6,017.15	\$6,318.01		
Wastewater Systems Administrator *	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Water / Wastewater Instrumental Technician	62	GS	\$6,657.65	\$6,990.53	\$7,340.05	\$7,707.06	\$8,092.41	\$8,497.03		
Water Pollution Control Facility Superintendent *	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Water Pollution Control O-I-T	40	GS	\$3,867.19	\$4,060.55	\$4,263.57	\$4,476.75	\$4,700.59	\$4,935.62		
Water Pollution Control Operator I	51	GS	\$5,074.09	\$5,327.79	\$5,594.19	\$5,873.89	\$6,167.59	\$6,475.97		
Water Pollution Control Operator II	55	GS	\$5,600.84	\$5,880.89	\$6,174.93	\$6,483.67	\$6,807.85	\$7,148.25		
Water Pollution Control Operator III	59	GS	\$6,182.29	\$6,491.39	\$6,815.96	\$7,156.76	\$7,514.61	\$7,890.34		

CITY OF WOODLAND - SALARY SCHEDULE

Effective July 1, 2021

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Water Pollution Control Operator IV	63	GS	\$6,824.08	\$7,165.28	\$7,523.54	\$7,899.72	\$8,294.70	\$8,709.44		
Water Systems Administrator *	141	MM	\$9,139.85	\$9,596.83	\$10,076.68	\$10,580.52	\$11,109.55	\$11,665.02		
Water Systems Operator I	40	GS	\$3,867.19	\$4,060.55	\$4,263.57	\$4,476.75	\$4,700.59	\$4,935.62		
Water Systems Operator II	45	GS	\$4,375.37	\$4,594.14	\$4,823.84	\$5,065.04	\$5,318.29	\$5,584.21		

TEMPORARY / PART-TIME / SEASONAL EMPLOYEES - HOURLY WAGES ***

CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	26.17	27.48	28.85	30.29	31.81	33.40		
Accountant II *	120	MM	28.88	30.33	31.84	33.44	35.11	36.86		
Accounting Technician	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Administrative Clerk I	28	GS	16.59	17.42	18.29	19.20	20.16	21.17		
Administrative Clerk II	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Administrative Clerk III	36	GS	20.21	21.22	22.28	23.40	24.57	25.80		
Administrative Secretary	42	GS	23.44	24.61	25.84	27.14	28.49	29.92		
Administrative Supervisor	47	GS	26.52	27.85	29.24	30.70	32.24	33.85		
Aquatics Coordinator	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Aquatics Supervisor	48	GS	27.18	28.54	29.97	31.47	33.04	34.69		
Assist City Manager/Comm & Econ Dev Dir *	Contract		66.15				84.93			
Assistant Engineer *	125	MM	32.68	34.31	36.03	37.83	39.72	41.71		
Assistant Planner *	118	MM	27.49	28.87	30.31	31.83	33.42	35.09		
Associate Civil Engineer *	131	MM	37.90	39.79	41.78	43.87	46.07	48.37		
Associate Engineer *	127	MM	34.33	36.05	37.85	39.75	41.73	43.82		
Associate Planner *	124	MM	31.88	33.48	35.15	36.91	38.75	40.69		
Building Inspection Services Manager *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Building Inspector I	49	GS	27.86	29.26	30.72	32.26	33.87	35.56		
Building Inspector II	53	GS	30.76	32.29	33.91	35.60	37.38	39.25		
Chief Building Official *	140	MM	47.33	49.70	52.18	54.79	57.53	60.41		
Chief Collection Systems Operator *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Chief Plant Operator *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Chief Project Engineer *	145	MM	53.55	56.23	59.04	61.99	65.09	68.34		
Chief Water Systems Operator *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Children's Librarian II *	118	MM	27.49	28.87	30.31	31.83	33.42	35.09		
City Clerk *	Contract		40.50				56.25			
City Engineer *	145	MM	53.55	56.23	59.04	61.99	65.09	68.34		
City Manager *	Contract		0.00				111.46			
Code Compliance Officer I	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Code Compliance Officer II	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Communication Manager*	131	MM	37.90	39.79	41.78	43.87	46.07	48.37		
Community Development Clerk I	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		

CITY OF WOODLAND - SALARY SCHEDULE
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REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Community Development Clerk II	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Community Development Director *	Contract		60.01				77.93			
Community Development Technician I	42	GS	23.44	24.61	25.84	27.14	28.49	29.92		
Community Development Technician II	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Community Risk Reduction Specialist I	Base	F	28.03	29.43	30.90	32.44	34.07			
Community Risk Reduction Specialist II	Base	F	30.14	31.64	33.23	34.89	36.63			
Community Risk Reduction Specialist Senior	Base	F	33.37	35.04	36.79	38.63	40.56			
Community Services Director			60.01				77.93			
Community Services Officer *	Base	P	21.86	22.95	24.10	25.31	26.57	27.90		
Community Services Program Manager *	125	MM	32.68	34.31	36.03	37.83	39.72	41.71		
Conservation Coordinator	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Construction Project Manager *	129	MM	36.07	37.88	39.77	41.76	43.85	46.04		
Crime Prevention Specialist *	Base	P	21.86	22.95	24.10	25.31	26.57	27.90		
Deputy Chief ** (aka Police Captain)	Base	PM	59.56	62.54	65.67	68.95	72.40	76.02	79.82	83.81
Deputy Director of Community Development *	Contract		52.69				67.55			
Deputy Fire Chief	Flat	FM	62.18	65.29	68.56	71.99	76.20			
Director of Administrative Services	Contract		60.01				77.93			
Economic Development Manager *	136	MM	42.88	45.02	47.27	49.64	52.12	54.72		
Electrical / Signs & Markings Supervisor	67	GS	43.46	45.63	47.91	50.31	52.82	55.46		
Electrician's Assistant	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Engineering Aide I	33	GS	18.77	19.71	20.69	21.73	22.81	23.96		
Engineering Aide II	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Engineering Assistant	56	GS	33.12	34.78	36.52	38.34	40.26	42.27		
Engineering Technician I	44	GS	24.63	25.86	27.15	28.51	29.93	31.43		
Engineering Technician II	48	GS	27.18	28.54	29.97	31.47	33.04	34.69		
Engineering Technician III	52	GS	30.01	31.51	33.08	34.74	36.47	38.30		
Environmental Compliance Inspector I	39	GS	21.77	22.86	24.00	25.20	26.46	27.78		
Environmental Compliance Inspector II	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Environmental Compliance Specialist	49	GS	27.86	29.26	30.72	32.26	33.87	35.56		
Environmental Resources Analyst *	127	MM	34.33	36.05	37.85	39.75	41.73	43.82		
Environmental Sustainability Manager *	131	MM	37.90	39.79	41.78	43.87	46.07	48.37		
Equipment Service Clerk	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Equipment Service Worker	34	GS	19.24	20.20	21.21	22.27	23.38	24.55		
Executive Assistant - Confidential		C	26.05	27.35	28.72	30.16	31.66	33.25		
Facility Maintenance Worker I	35	GS	19.72	20.71	21.74	22.83	23.97	25.17		
Facility Maintenance Worker II	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Facility Maintenance Worker III	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Finance Clerk I	32	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Finance Clerk II	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Finance Clerk III	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Finance Director *	Contract		50.75				65.15			
Finance Officer *	141	MM	48.51	50.94	53.48	56.16	58.97	61.92		
Finance Specialist	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Finance Supervisor	54	GS	31.53	33.10	34.76	36.49	38.32	40.23		
Financial Services Manager	136	MM	42.88	45.02	47.27	49.64	52.12	54.72		
Fire Battalion Chief	Flat	FM	54.51	57.24	60.10	63.11	66.26			
Fire Captain	Base	F	44.42	46.65	48.98	51.43	54.00			
Fire Chief **	Contract		60.01				77.93			
Fire Engineer	Base	F	35.47	37.24	39.11	41.06	43.12			
Fire Marshal	Flat	FM	50.15	52.66	55.29	58.06	60.96			
Fire Prevention Specialist I	Base	F	28.03	29.43	30.90	32.44	34.07			
Fire Prevention Specialist II	Base	F	30.14	31.64	33.23	34.89	36.63			
Firefighter	Base	F	33.97	35.67	37.45	39.33	41.29			

CITY OF WOODLAND - SALARY SCHEDULE
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REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Firefighter Recruit	Base	F	30.58							
Fleet & Facilities Manager *	131	MM	37.90	39.79	41.78	43.87	46.07	48.37		
GIS Analyst	62	GS	38.41	40.33	42.35	44.46	46.69	49.02		
GIS Technician I	49	GS	27.86	29.26	30.72	32.26	33.87	35.56		
GIS Technician II	53	GS	30.76	32.29	33.91	35.60	37.38	39.25		
Heavy Equipment Mechanic	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Human Resources Analyst I		C	31.70	33.28	34.95	36.69	38.53	40.45		
Human Resources Analyst II		C	35.86	37.66	39.54	41.51	43.59	45.77		
Human Resources Clerk		C	20.01	21.01	22.06	23.16	24.32	25.54		
Human Resources Manager		C	50.64	53.17	55.83	58.62	61.56	64.63		
Human Resources Technician I		C	23.79	24.98	26.22	27.54	28.91	30.36		
Human Resources Technician II		C	26.52	27.85	29.24	30.70	32.24	33.85		
Industrial Electrical/Electronics Technician	58	GS	34.80	36.54	38.36	40.28	42.30	44.41		
Information Technology Analyst	60	GS	36.56	38.39	40.31	42.32	44.44	46.66		
Information Technology Manager *	138	MM	45.05	47.30	49.67	52.15	54.76	57.49		
Information Technology Technician I	48	GS	27.18	28.54	29.97	31.47	33.04	34.69		
Information Technology Technician II	52	GS	30.01	31.51	33.08	34.74	36.47	38.30		
Infrastructure O & M Superintendent *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Junior Engineer *	121	MM	29.61	31.09	32.64	34.27	35.99	37.79		
Junior Planner *	113	MM	24.30	25.51	26.79	28.13	29.54	31.01		
Laboratory & Environmental Compliance Mgr *	129	MM	36.07	37.88	39.77	41.76	43.85	46.04		
Laboratory Supervisor *	127	MM	34.33	36.05	37.85	39.75	41.73	43.82		
Laboratory Technician I	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Laboratory Technician II	47	GS	26.52	27.85	29.24	30.70	32.24	33.85		
Librarian I *	114	MM	24.91	26.15	27.46	28.83	30.27	31.79		
Librarian II *	118	MM	27.49	28.87	30.31	31.83	33.42	35.09		
Librarian III *	122	MM	30.35	31.86	33.46	35.13	36.89	38.73		
Library Services Director *	Contract		42.49				54.55			
Library Technical Assistant I	29	GS	17.00	17.85	18.75	19.68	20.67	21.70		
Library Technical Assistant II	33	GS	18.77	19.71	20.69	21.73	22.81	23.96		
Library Technical Assistant III	37	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Light Equipment Mechanic	41	GS	22.87	24.01	25.21	26.47	27.80	29.19		
Literacy Coordinator	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Maintenance Supervisor	53	GS	30.76	32.29	33.91	35.60	37.38	39.25		
Maintenance Worker I	35	GS	19.72	20.71	21.74	22.83	23.97	25.17		
Maintenance Worker II	40	GS	22.31	23.43	24.60	25.83	27.12	28.48		
Maintenance Worker III	44	GS	24.63	25.86	27.15	28.51	29.93	31.43		
Management Analyst I *	120	MM	28.88	30.33	31.84	33.44	35.11	36.86		
Management Analyst II *	125	MM	32.68	34.31	36.03	37.83	39.72	41.71		
Marketing and Business Relations Specialist *	120	MM	28.88	30.33	31.84	33.44	35.11	36.86		
Meter Services Technician	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Office Manager *	115	MM	25.53	26.81	28.15	29.55	31.03	32.58		
Operations and Maintenance Superintendent *	137	MM	43.95	46.15	48.45	50.88	53.42	56.09		
Park Maintenance Technician	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Park Maintenance Worker I	35	GS	19.72	20.71	21.74	22.83	23.97	25.17		
Park Maintenance Worker II	39	GS	21.77	22.86	24.00	25.20	26.46	27.78		
Park Maintenance Worker III	43	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Park Planner *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Park Superintendent *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Park Supervisor	51	GS	29.27	30.74	32.27	33.89	35.58	37.36		
Planning Manager *	140	MM	47.33	49.70	52.18	54.79	57.53	60.41		
Police Captain ** (aka Deputy Chief)	Base	PM	59.56	62.54	65.67	68.95	72.40	76.02	79.82	83.81
Police Chief **	Contract		70.91				92.50			

CITY OF WOODLAND - SALARY SCHEDULE

Effective July 1, 2021

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst *	Base	PS	28.02	29.43	30.90	32.44	34.06			
Police Lieutenant **	Base	PM	54.19	56.90	59.75	62.73	65.87	69.16	72.62	76.25
Police Officer **	Base	P	33.21	34.87	36.61	38.44	40.37	42.39	44.50	0.00
Police Officer Recruit (Non-Safety)	Base		29.89							
Police Records Manager *	120	MM	28.88	30.33	31.84	33.44	35.11	36.86		
Police Records Specialist *	Base	P	19.40	20.37	21.39	22.46	23.58	0.00		
Police Records Supervisor	Base	PS	26.29	27.60	28.98	30.43	31.95	0.00		
Police Sergeant **	Base	PS	38.42	40.34	42.35	44.47	46.70	49.03	51.48	54.06
Pool Facility Technician	46	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Principal Civil Engineer *	141	MM	48.51	50.94	53.48	56.16	58.97	61.92		
Principal Planner *	136	MM	42.88	45.02	47.27	49.64	52.12	54.72		
Principal Utilities Civil Engineer *	141	MM	48.51	50.94	53.48	56.16	58.97	61.92		
Public Works Director *	Contract		60.01				77.93			
Public Works O&M Infrastructure Admin	141	MM	48.51	50.94	53.48	56.16	58.97	61.92		
Purchasing Manager *	123	MM	31.10	32.66	34.29	36.01	37.81	39.70		
Recreation Coordinator	36	GS	20.21	21.22	22.28	23.40	24.57	25.80		
Recreation Superintendent *	131	MM	37.90	39.79	41.78	43.87	46.07	48.37		
Recreation Supervisor	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Redevelopment & Housing Analyst I *	120	MM	28.88	30.33	31.84	33.44	35.11	36.86		
Redevelopment & Housing Analyst II *	124	MM	31.88	33.48	35.15	36.91	38.75	40.69		
Redevelopment Manager *	136	MM	42.88	45.02	47.27	49.64	52.12	54.72		
Secretary to City Manager		C	26.72	28.05	29.46	30.93	32.48	34.10		
Senior Accountant *	125	MM	32.68	34.31	36.03	37.83	39.72	41.71		
Senior Application Analyst *	132	MM	38.85	40.79	42.83	44.97	47.22	49.58		
Senior Associate Civil Engineer *	134	MM	40.81	42.85	45.00	47.24	49.61	52.09		
Senior Building Inspector	57	GS	33.95	35.65	37.43	39.30	41.27	43.33		
Senior Building Plans Examiner	58	GS	34.80	36.54	38.36	40.28	42.30	44.41		
Senior Center Manager *	120	MM	28.88	30.33	31.84	33.44	35.11	36.86		
Senior Civil Engineer *	138	MM	45.05	47.30	49.67	52.15	54.76	57.49		
Senior Construction Project Manager *	131	MM	37.90	39.79	41.78	43.87	46.07	48.37		
Senior Engineering Assistant	58	GS	34.80	36.54	38.36	40.28	42.30	44.41		
Senior Equipment Mechanic	50	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Senior Human Resources Analyst		C	41.24	43.30	45.47	47.74	50.13	52.64		
Senior Maintenance Worker	45	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Senior Management Analyst *	131	MM	29.00	30.45	31.98	33.57	35.25	37.02		
Senior Planner *	132	MM	29.00	30.45	31.98	33.57	35.25	37.02		
Senior Police Records Specialist *	Base	P	39.98	41.98	44.08	46.28	48.60	51.03		
Senior Signs and Markings Technician	45	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Senior Systems Analyst *	132	MM	39.01	40.96	43.00	45.15	47.41	49.78		
Senior Traffic Signal/Street Lighting Tech	60	GS	21.77	22.86	24.00	25.20	26.46	27.78		
Senior Tree Trimmer	45	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Senior Utilities Maintenance Worker (Sewer)	54	GS	42.22	44.33	46.55	48.88	51.32	53.89		
Senior Utilities Maintenance Worker (Water)	54	GS	35.52	37.30	39.16	41.12	43.18	45.33		
Senior Water Pollution Control Operator	67	GS	18.31	19.23	20.19	21.20	22.26	23.37		
Senior Water System Operator	50	GS	19.72	20.71	21.74	22.83	23.97	25.17		
Senior Water/Wastewater Instrumentation Tech	66	GS	33.12	34.78	36.52	38.34	40.26	42.27		
Signs and Markings Tech I	39	GS	44.36	46.58	48.91	51.35	53.92	56.62		
Signs and Markings Tech II	43	GS	31.53	33.10	34.76	36.49	38.32	40.23		
Social Services Manager *	132	MM	43.95	46.15	48.45	50.88	53.42	56.09		
Sports Manager *	125	MM	20.03	21.03	22.08	23.18	24.34	25.56		
Stock Clerk	32	GS	24.03	25.23	26.49	27.81	29.20	30.66		
Storekeeper	35	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Traffic Signal / Street Lighting Technician	56	GS	52.73	55.37	58.14	61.04	64.09	67.30		

CITY OF WOODLAND - SALARY SCHEDULE

Effective July 1, 2021

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Transportation Engineer *	134	MM	28.30	29.71	31.20	32.76	34.39	36.11		
Treatment Plant Mechanic	54	GS	20.72	21.75	22.84	23.98	25.18	26.44		
Treatment Plant Superintendent	137	MM	21.57	22.64	23.78	24.96	26.21	27.52		
Tree Trimmer I	39	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Tree Trimmer II	43	GS	25.87	27.17	28.53	29.95	31.45	33.02		
Underground Utility Service Locator	46	GS	28.56	29.99	31.49	33.06	34.71	36.45		
Utilities Administrator*	141	MM	26.28	27.59	28.97	30.42	31.94	33.53		
Utilities Maintenance Supervisor	53	GS	52.73	55.37	58.14	61.04	64.09	67.30		
Utilities Maintenance Worker I	37	GS	38.41	40.33	42.35	44.46	46.69	49.02		
Utilities Maintenance Worker II	42	GS	52.73	55.37	58.14	61.04	64.09	67.30		
Utilities Maintenance Worker III (Sewer)	46	GS	22.31	23.43	24.60	25.83	27.12	28.48		
Utilities Maintenance Worker III (Water)	46	GS	29.27	30.74	32.27	33.89	35.58	37.36		
Utilities Maintenance Worker IV (Sewer)	50	GS	32.31	33.93	35.63	37.41	39.28	41.24		
Utilities Maintenance Worker IV (Water)	50	GS	35.67	37.45	39.32	41.29	43.35	45.52		
Wastewater Systems Administrator *	141	MM	36.22	38.03	39.93	41.93	44.03	46.23		
Water / Wastewater Instrumental Technician	62	GS	52.73	55.37	58.14	61.04	64.09	67.30		
Water Pollution Control Facility Superintendent *	141	MM	20.53	21.55	22.63	23.76	24.95	26.20		
Water Pollution Control O-I-T	40	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Water Pollution Control Operator I	51	GS	25.24	26.51	27.83	29.22	30.68	32.22		
Water Pollution Control Operator II	55	GS	41.19	43.25	45.42	47.69	50.07	52.57		
Water Pollution Control Operator III	59	GS	42.22	44.33	46.55	48.88	51.32	53.89		
Water Pollution Control Operator IV	63	GS	23.20	24.36	25.58	26.86	28.20	0.00		
Water Systems Administrator *	141	MM	23.22	24.38	25.60	26.88	28.23	29.64		
Water Systems Operator I	40	GS	42.22	44.33	46.55	48.88	51.32	53.89		
Water Systems Operator II	45	GS	36.56	38.39	40.31	42.32	44.44	46.66		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES

	A STEP	B STEP	C STEP	D STEP	E STEP			
Activity Leader I	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
Activity Leader II	\$14.75	\$15.00	\$15.25	\$15.50	\$15.75			
Activity Manager	\$15.25	\$15.50	\$15.75	\$16.00	\$16.25			
Cashier	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
Counselor	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
Intern	\$14.00	\$14.50	\$15.00	\$15.50	\$16.00			
Library Page	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
Lifeguard / Aide	\$15.25	\$15.50	\$15.75	\$16.00	\$16.25			
Lifeguard / Instructor	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75			
Pool Manager	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00			
Recreation Facility Aide	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75			
Special Program Coordinator	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50			
Swim Instructor Aide	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00			
	Approved by City Council: July 20 ,2021							



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.6
SUBJECT: Consideration of an Amended Resolution Establishing an Advisory Redistricting Commission for the 2021 Redistricting Process

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, an Amended Resolution Establishing an Advisory Redistricting Commission for the 2021 Redistricting Process.

Staff Contact

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

Fiscal Impact

There is no fiscal impact from this item.

Background

On June 1, 2021, the City Council adopted Resolution No. 7725, which established an Advisory Redistricting Commission for the City's 2021 redistricting process. An advisory redistricting commission is one of three commissions that may be established by the City Council to assist with the redistricting process, and is permitted under Elections Code section 23002.

However, it recently came to City staff's attention that Resolution No. 7725 stated that the Advisory Redistricting Commission would be appointed in conformance with California Elections Code section 23003. Section 23003 sets forth requirements for hybrid redistricting commissions and independent redistricting commissions, and establishes much more restrictive standards for prospective commission members. This reference was a typographical error, but it could create confusion, both because Section 23003 places restrictions both on the qualifications for commission members, and prohibits them from engaging in a variety of future activities after their service on the commission, including running for office (under certain circumstances), accepting employment with the City, or receiving a contract with the City for future services. Staff recommends that the City Council adopt a new resolution to correct the inadvertent error to avoid any future confusion over whether these restrictions apply to Commission members.

Discussion

The Amended Resolution corrects the typographical error to state that the Advisory Redistricting Commission shall be appointed by the City Council in conformance with the requirements of California Elections Code section 23002. With that exception, the terms of the resolution remain the same, including the requirement that any Commission members must reside in their district for a minimum of two years to be eligible for appointment.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, an Amended Resolution Establishing an Advisory Redistricting Commission for the 2021 Redistricting Process.

Prepared by: Ethan Walsh, City Attorney

Reviewed by: Ken Hiatt, City Manager

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Amended Resolution Advisory Redistricting Commission-c1

RESOLUTION NO. _____

**AN AMENDED RESOLUTION ESTABLISHING AN ADVISORY REDISTRICTING
COMMISSION FOR THE 2021 REDISTRICTING PROCESS**

WHEREAS, the United States Constitution requires a count every ten (10) years of everyone residing in the United States. Census data is also used for geographically defining state legislative districts, which initiates a “redistricting” process that begins in the year following a census; and

WHEREAS, the California Elections Code provides criteria and process requirements the Council can consider when redistricting council districts, and allows for the creation of an Advisory Redistricting Commission that recommends to the City Council placement of the district boundaries for the City; and

WHEREAS, California Elections Code section 23001 mandates that an Advisory Redistricting Commission must be created by resolution, ordinance or charter amendment, and the commission must be composed of residents of the City; and

WHEREAS, California Elections Code section 23002 further states that the City may determine the manner in which members are appointed to the Advisory Redistricting Commission but that “a person who is an elected official of the [City], or a family member, staff member, or paid campaign staff of an elected official of the [City], shall not be appointed to serve on the commission.”

WHEREAS, the City Council previously adopted Resolution No. 7725, establishing an Advisory Redistricting Commission for the 2021 Redistricting Process, but it came to City staff’s attention that the resolution included a typographical error, and inadvertently stated that the Commission would be appointed in conformance with California Elections Code section 23003, which sets forth the requirements for hybrid and independent redistricting commissions; and

WHEREAS, the City Council in fact desires that the members of the Commission be appointed in conformance with California Elections Code section 23002, which establishes the standards for appointment advisory redistricting commissions, and therefore desires to adopt this resolution, which will correct the typographical error, and will replace and supersede Resolution No. 7725.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland approves the establishment of an Advisory Redistricting Commission comprised of five members for purposes of recommending to the City Council placement of the district boundaries for the City. The Advisory Redistricting Commission members shall be appointed by the City Council in conformance with the requirements of California Elections Code section 23002.

BE IT FURTHER RESOLVED that Commission members must reside in their district for a minimum of two years to be eligible for appointment.

BE IT FURTHER RESOLVED that the Advisory Redistricting Commission is temporary in duration, and that the commission shall dissolve automatically after the City Council takes final action on the council district boundaries, no later than April 17, 2022.

BE IT FURTHER RESOLVED that this Resolution shall replace and supersede Resolution No. 7725, which upon adoption of this Resolution shall be of no further force or effect.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.7
SUBJECT: Appropriation of Funds to the Fiscal Year 2021/22 Clean Air Funds Grant Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$17,854.78 to the Environmental Compliance Fund (365) for the Clean Air Funds Grant for fiscal year 2021/22.

Staff Contact:

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

Fiscal Impact

This action will result in a Clean Air Funds Grant appropriation of \$17,854.78 to the Environmental Compliance Fund (365). The appropriation will be offset by grant funds awarded to the City of Woodland by the Yolo-Solano Air Quality Management District (YSAQMD).

Background

On April 30th 2021, staff submitted an application to the YSAQMD for the 2021 Clean Air Funds Program cycle. In June 2021, the YSAQMD awarded the City of Woodland a Clean Air Funds Grant in the amount of \$17,854.78 for the Woodland Regional Park Bike Parking Project, described below.

Discussion

The Woodland Regional Park Bike Parking Project (Project) will enable the City to create a parking area for twenty bicycles at the City's new Woodland Regional Park (Park). The vision for the Park includes enhancing the wetland, plant, and wildlife resources on the site; improving access for public visitation; developing formal and informal education programs, and creating a Center for Nature, Science, and Culture. This Park will bring enjoyment of the outdoors directly to people in our community and it will advance our understanding of the many ways the environment shapes our agriculture, our communities, and our personal and planetary health. The Park's close proximity to several schools and the Woodland Community College will furthermore make it an accessible education and nature outlet to students, conveniently located within walking and biking distance.

The Project will allow the City to accelerate procurement and installation of bike parking to be available prior to the Park's grand opening to the public, scheduled for late 2021 or early 2022. This bike parking will be installed adjacent to the Informational Kiosk to its north, ADA automobile parking to its south, and the start of the half-mile ADA accessible nature trail to its east. As bike parking will be a prominently visible and accessible feature of the Park, this project supports the use of bicycles as a healthy and active means of travel to and from the Park, contributing to an overall reduction of conventional vehicle-miles travelled. In line with the City's Climate Action Plan efforts to reduce mobile source greenhouse gas emissions as well as Council's Priority Goals, the presence of ample bike parking therefore creates an opportunity to promote the Park's bike accessibility and frames it as a key biking destination in Yolo County and for promoting bike tourism within our region at large.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$17,854.78 to the Environmental Compliance Fund (365) for the Clean Air Funds Grant for fiscal year 2021/22.

Prepared by: Ken Loman, Environmental Sustainability Manager

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING APPROPRIATION OF FUNDS TO THE FISCAL YEAR 2021/22
CLEAN AIR FUNDS GRANT BUDGET**

WHEREAS, in June 2021, the Yolo-Solano Air Quality Management District (YSAQMD) awarded the City of Woodland a Clean Air Funds Grant in the amount of \$17,854.78 for the Woodland Regional Park Bike Parking Project; and

WHEREAS, staff wishes to appropriate \$17,854.78 for the Fiscal Year 2021/22 Clean Air Funds Grant budget; and

WHEREAS, the funding will be offset by grant funds awarded to the City of Woodland by the YSAQMD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that \$17,854.78 shall be appropriated to the Environmental Compliance Fund (365) in Fiscal Year 2021/22 for the Clean Air Funds Grant.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.8
SUBJECT: Amendment #10 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #10 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Staff Contact:

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

Fiscal Impact:

The Ferguson Group has been providing federal representation and advocacy services for flood mitigation to the City for 10 years and has maintained the cost of \$40,000 per year. The cost of the advocacy services is considered part of the project budget. Approval of amendment #10 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$440,000. The amendment covers the Ferguson Groups services through the attached scope of work.

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 15, 2021. The budget includes approximately \$700,000 in funding that is 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.

Background:

In September of 2011, the City Council approved an agreement with the Ferguson Group to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek. The original agreement was for a 12 month period. Subsequently, Council has approved Amendments to that contract whereby each extended the contract 12 months at an additional cost of \$40,000.

Discussion:

Addressing the flood problem from Cache Creek is a complex process involving the City, County, State and Federal governments. The Ferguson Group helps the City maintain a presence in Washington D.C. to assist the City in developing and maintaining a relationship with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for a future Woodland Flood Risk Reduction Project.

The City of Woodland and the Ferguson Group will continue to advocate for additional federal funding for the project, ultimately seeking construction funding. The City's consultant team, staff, and the Flood Control Advisory Committee had been working diligently to complete the Lower Cache Creek Feasibility Study, which

was completed with the signed Chief's Report on June 21, 2021. Recent efforts and near term ongoing efforts include work to complete the Study, obtain Federal Authorization of the Project, obtain budget for design, and work with Corps staff in Washington, DC.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #10 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, CDD Director, City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution for amendment 10 ferguson
2. Request for Renewal of Agreement Between TFG-City of Woodland_07_02_2021.signed_with Attachments
3. AMENDMENT_10_Ferguson_PROFESSIONAL_SERVICES_signed_WRG

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONTRACT AMENDMENT #10 WITH THE FERGUSON GROUP FOR
FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD
MITIGATION**

WHEREAS, the City Council approved an agreement with the Ferguson Group in September of 2011 to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek; and

WHEREAS, said agreement was amended in July 2012 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in October 2013 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in August 2014 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in August 2015 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in September 2016 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in September 2017 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in September 2018 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in August 2019 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in July 2020 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, the City desires the consultant to continue in necessary advocacy efforts with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for the Woodland Flood Risk Reduction Project; and

WHEREAS, the Ferguson Group has agreed to extend their contract through this amendment for an additional 12 months at a cost not to exceed \$40,000; and

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

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

Section 1. The City Council hereby authorizes the City Manager to execute the amendment with the Ferguson Group 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 amendment does not change, and

Section 2. An executed copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



July 2, 2021

Mr. Ken Hiatt
City Manager
City of Woodland
300 First Street
Woodland, CA 95695

RE: Request for Extension of Existing Agreement

Dear Mr. Hiatt:

The Ferguson Group, LLC (TFG) is pleased to submit this request for an extension of our current agreement with the City of Woodland for Washington representation and consulting services for an additional twelve-month period, from September 1, 2021 to August 31, 2022. We seek no change in the rate of compensation (\$40,000 annually, billed in monthly installments of approximately \$3,333.00) and agree to perform the tasks in accordance with our proposal dated August 8, 2011, which was incorporated by reference into the original agreement between the City of Woodland and TFG.

Over the last year, TFG has continued to work with the City, the City's congressional delegation, and the Corps of Engineers (Corps) to secure additional resources to accelerate work on the Lower Cache Creek Feasibility Study (LCCFS). We are now working with the City, the City's congressional delegation, the Corps, and your consultant team to secure an approved Chief's Report, funding in the Fiscal Year 2022 appropriations process and an authorization for the Corps to proceed to construction on the project at the earliest possible date.

TFG also continues to help the City of Woodland identify viable sources of competitive grant funding. TFG provides updates on a weekly basis to the City on new competitive grant opportunities, and assists the City, when requested, with grant research and the review of competitive grant applications prior to submission. The TFG grants team is also available to assist the City in writing grant proposals, if there is a need for such services. As a fixed fee TFG client, the City has access to discounted grant writing services (see attached).

We greatly appreciate the opportunity to work with the City of Woodland, and we look forward to continuing to help you accelerate work on, and secure federal support for, the Lower Cache Creek flood control project and other City priorities. If you require anything more from TFG as you consider our request for an extension of our current agreement, please let me know.

Sincerely,

W. Roger Gwinn
CEO

TFG Grants



TFG Grants Overview

For over 38 years, TFG has led the way in the federal, state, and private grant space. We offer a full suite of grant support services, providing our clients a competitive advantage in securing highly sought-after grant dollars. We specialize in representing public and private entities who share our passion for building strong and vibrant communities. Competitive grants and loans provide cities, counties, special districts, and other public agencies, as well as institutions of higher learning, hospitals, and non-profit organizations, with the opportunity to substantially enhance local resources.

Since 2010, TFG has helped our clients secure nearly \$1.5 billion in competitive federal, state, and foundation grants and loans. Whether you are a public agency or a non-profit organization, TFG will be your most effective advocate and partner in securing funding.

TFG Grant Services

TFG has wide ranging grant abilities and customizes our services to fit your needs. Whether you need help identifying viable grant options or full application writing and project management, TFG is here to help. Below is an overview of the services we offer to our clients:

Grants Alerts and Weekly Grants Updates

TFG publishes grant alerts on priority state and federal grants as they are noticed or published. On high priority grants or those with a short turnaround, TFG frequently distributes alerts regarding grant opportunities before their official release. Each Friday, we issue our Weekly Grants Update that provides a recap of federal grant solicitations that were published that week to ensure you don't miss out on any funding opportunities.

Library of Grant Funding Guides and Grant Profiles

Interested in knowing what grants are available on a broad topic? Look no further than TFG's Library of Grant Funding Guides. Each Funding Guide provides an overview of grant programs and relevant information such as funding level, match requirements, eligible applicants, and use of funds in a specific issue area. Our library includes guides covering a wide array of topics such as:

- Law Enforcement
- Mental Health and Substance Abuse
- Habitat Conservation
- Homelessness
- Fire Departments
- Parks and Recreation
- Broadband
- Libraries and Museums
- Water and Wastewater
- Transportation
- Economic and Community Development
- Rural Communities
- Opioid Abuse
- Coronavirus and COVID-19

- Clean Energy and Technology
- Smart Vehicles

TFG's Grants Library also includes a robust database of grant profiles and summaries that provide the key information you need to match a program with your needs and build a winning grant proposal. We present the information included in the grant solicitation in an easy to follow manner and augment it with additional background information on the program and the types of projects it has funded in the past.

Custom Project Specific Grant Research and Funding Strategy

Looking for funding for a specific project? TFG conducts grant research on the federal, state, and foundation levels and will create a customized funding strategy geared to support your project. We will provide you with relevant grant information, as well as recommendations on funding opportunities to target, that is specifically tailored to your project and your community. Our grants research will not only look at open, available programs, but will also focus on grant programs expected to be released in the future, helping you to stay "ahead of the game" and be prepared.

Database of Successful Grant Applications

TFG has a database of over 600 successful grant applications from a variety of programs to help inspire and guide the preparation of your successful grant submissions. Reviewing past applications also allows TFG grant experts to identify trends in funded projects that can help frame how to present a project in a future application under the program. TFG grants retainer clients are provided full access to the database and are able to personally view successful grant applications on their own.

Needs Assessments and Strategic Grant Outlook

Succeeding in grants means knowing your priorities and planning ahead. TFG will meet with your team to discuss ongoing projects, primary issue areas, and future needs that may benefit from grant funding. These meetings can either be conducted virtually or, if you prefer, in-person. Based on our team's knowledge and experience, we will closely identify, forecast, and monitor relevant funding opportunities that meet your specific needs. Our Strategic Grant Outlook also allows your staff to know what is on the horizon and be prepared when a notice of funding availability is announced.

Grant Writing

Preparing winning grant proposals takes time, skill, and knowledge. TFG's skilled grant writers will take your grant project idea from the start of the application to submission. From filling out federal forms to crafting a persuasive and compelling grant narrative and corresponding budgets, you can be assured your application will be complete, competitive, and submitted on time.

Grant Editing and Review

Improve your chance of success by having TFG staff review your grant proposal. TFG staff will expertly review your application against the funder's requirements, suggest content edits, and provide recommendations on how to improve your narrative before you submit.

Grant Debriefs

Grant debriefs are important, especially if it turns out that your application didn't get funded. TFG staff will help guide you through the grant debrief process and set up consultation with the funding agency in order to put your next applications in the best position to effectively compete in future solicitations.

Grants Training

We focus our grants training on building capacity, helping position you for success in the often-complex grant process. TFG can train your staff on grant application processes and help improve the quality of grant proposals. We can provide training on a one-one-basis or through larger workshops dependent on your needs. TFG also has established partnerships with other grant training professionals that specialize in post-award management who can be accessed to support grant management training needs.

Dedicated Grants Expert/Team

All TFG retainer grants clients are assigned a dedicated grants expert that serves as a liaison to you and your staff. TFG Tier 3 grant services retainer clients (see below) are assigned a team of experts, including an advocacy team member.

Grants Advocacy

TFG helps secure congressional support, including support letters, and backing from strategic partners, to bolster grant applications. Federal grants are highly competitive and, more often than not, broad support for a project application can make the difference between a winning application and a highly ranked application that does not make the final list of awardees.

Grant Pricing

Having worked with public sector clients for over 38 years, TFG recognizes that each community is unique and has differing needs when it comes to grants. As a result, TFG has developed a grant services approach that can be customized to meet your exact needs and requirements.

Grant Services Retainer

TFG's Grant Services Retainers offer flexibility in the level of service provided, discounts on additional services, and greater budget certainty. The table below outlines the three packages of grant services available and their respective monthly fees. In addition, all retainer clients, regardless of selected tier, will receive an approximate 15% discount on additional TFG services outlined in the following tables.

	Tier 1 (\$1,000/month)	Tier 2 (\$2,000/month)	Tier 3 (\$5,000/month)
Dedicated Grants Expert/Team	✓	✓	✓
Weekly Grants Update and Alerts	✓	✓	✓
Library of Funding Guides and Grant Profiles	✓	✓	✓
Access to Successful Grant Application Database	✓	✓	✓
Custom Project Specific Grant Research and Funding Strategy	3 projects	5 projects	Unlimited
Grant Writing	15% discount	15% discount	15% discount
Needs Assessment and Strategic Grant Outlook		✓	✓
Grants Advocacy			✓
Grant Editing and Review			✓
Grant Debriefs			✓
Grants Training			✓

Grant Writing – As Needed, Per Grant

To provide greater transparency in the cost of grant writing services, TFG has created the grant writing service fee table below, which provides the average cost for grant writing services based on the narrative page limitations imposed in the grant application. Grant applications vary widely with respect to complexity and level of effort required to complete them. If you are interested in securing these services, TFG will provide you with a tailored cost proposal that reflects the level of effort required to draft the narrative and non-narrative elements such as forms, budgets, logic models and Benefit-Cost Analysis. Exceptions do occur based on the complexity of the grant application, but we work hard to keep costs in line with the pricing guidelines outlined below.

Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Retainer Discount Cost
Level 1	Small, well defined request	6-10	\$5,000	\$4,250
Level 2	Small, full grant application	11-15	\$9,500	\$8,075
Level 3	Medium, full grant application	16-20	\$14,500	\$12,375
Level 4	Large state or national foundation or medium federal grant	21-25	\$18,000	\$15,300
Level 5	Large federal grant application	26-30	\$21,000	\$17,850

Last minute emergency grant writing requests are subject to a 15% markup.

A La Carte Services

	Price	15% Retainer Discount Cost
Weekly Grants Update and Alerts	\$100/monthly	✓
Library of Funding Guides and Grant Profiles	\$100/monthly	✓
Access to Successful Grant Application Database	\$100/monthly	✓
Custom Project Specific Funding Strategy	\$3,000/guide	\$2,550
Grant Writing	See grant writing table or hourly rate	See grant writing table or hourly rate
Needs Assessment and Strategic Grant Outlook	\$10,000	\$8,500
Grant Advocacy	\$350/hour	\$300/hour
Grant Editing and Review	\$175/hour	\$150/hour
Grants Training	\$3,500/session	\$2,975/session

Grants and Advocacy Team Hourly Rate

Additional services, such as grant research, grant review, and grant training, as well as assistance with all aspects of grant-related advocacy and policy, may be needed that extend beyond the scope of the base retainer tier selected. In those cases, TFG will perform requested grant-related services at a rate of \$175/hour.

If you are a retainer client and additional services are needed beyond the scope identified, our hourly rate will be discounted to \$150/hour.

If the assistance of TFG's professional lobbying staff is required, such as for grants advocacy or grants policy-related services, the hourly fee will be \$300/hour. Such services will be clearly delineated in the cost estimate for each project.

TFG also believes in offering flexibility to our clients and can perform all services outlined at an hourly rate of \$175/hour for grant services and \$300/hour for grants advocacy or grants policy-related services.

Expenses

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Team usually works electronically and virtually, if a client prefers an on-site meeting, estimated travel time and expenses will be billed in advance.

ARTICLE 1. PARTIES AND DATE

This Tenth Amendment to the Professional Services Agreement (“Tenth Amendment”) dated as of September 1, 2021 is entered into by and between the City of Woodland (“City”) and The Ferguson Group, a Limited Liability Company (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated September 6th, 2011 (“Agreement”), whereby Consultant agreed to provide services described in Exhibit A of the original agreement.

2.2 City and Consultant now desire to amend the Agreement to:

- include additional compensation,
- extend the term of the Agreement to include the period from September 1, 2021 to August 31, 2022 in accordance with the Consultant’s proposal dated July 2, 2021 attached to the original agreement. The total additional compensation for the Tenth Amendment shall not exceed (\$40,000.00).

ARTICLE 3. TERMS

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**Tenth Amendment To Professional Services Agreement Between The City Of Woodland
And The Ferguson Group** **CM# 000076**

City Of Woodland

The Ferguson Group, LLC

By: _____
Ken Hiatt
City Manager
City of Woodland

By:  _____
W. Roger Gwinn
CEO
The Ferguson Group, LLC

Date: _____

Date: 7-02-2021

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: July 20, 2021

ITEM #: F.9

SUBJECT: Funding for WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving the reallocation of \$740,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13 for a total budget amount of \$1,530,000; and
2. Approve total contingencies of up to \$853,631 for a total contract authorization amount of \$1,500,000; and
3. Approve adding extra work for Pond #10 to existing contract with Ramcon Eng & Env. Contracting, Inc. (Ramcon).

Staff Contact:

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

Fiscal Impact:

The WPCF Pond 11 Biosolids Drying and Removal Project, CIP #20-13, is funded in the approved Capital Improvement Program Budget. The WPCF Biosolids CIP #10-11 is the primary CIP to address the biosolids in all 12 ponds at the WPCF over time and is included in the Capital Improvement Program budget that was approved on June 15, 2021. On April 7, 2020, the City Council approved the total project budget of \$765,000 to cover the contract with Ramcon in an amount of \$646,369, and included authorization of up to 15% contingency (\$96,956). The project budget also includes inspection, other project expenses and staff time. Due to an increase in landfill tipping fees and unforeseen conditions, Council authorized an increase in the project budget of \$25,000 and an increase in the contingency to \$120,000 on December 1, 2020.

Additional budget for the project is requested to account for final hauled quantities in Pond #11 and to complete additional biosolids hauling from Pond #10 in advance of new restrictive State regulations. A detailed description is provided below. The combination of the two above items results in the need to increase the contingency up to an additional \$853,631 for a total contract authorization amount of \$1,500,000 and to reallocate \$740,000 from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13 to cover the additional contingency for a total project budget of \$1,530,000.

There is no impact to the General Fund.

Background:

The City's Water Treatment Control Facility (WPCF) generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of 12 ponds to accumulate and stabilize the biosolids over time. Over the past few decades, a significant quantity of biosolids have accumulated. Staff had not maintained records as to the volume of biosolids deposited in the ponds.

Higher than normal contingencies are often needed for biosolid drying and removal projects due to the nature of the projects and difficulty in estimating the total quantity of dry material. Whereas water and sewer replacement projects can have pipe quantities estimated with a relatively high degree of confidence, for

example, final hauled biosolids — paid by dry tonnage of biosolids — are much more difficult to assess prior to project conclusion.

Pond #11 was loaded with biosolids several years ago. There was no documentation for the solids quantity or duration of time that biosolids accrued in the pond. The volume is difficult to assess prior to project commencement because capping water is used to cover the biosolids for odor control. Even if the volume is understood, the weight is still difficult to ascertain since the calculation is very dependent on the average moisture content. The average moisture content cannot be accurately determined because the pond is 11 acres and not evenly mixed. The pond bottom is not flat so the average depth is not known prior to bidding the project.

The contract requires the contractor to dry the material to at least 50% dry weight prior to hauling. The City pays the contractor on a dry weight basis to encourage the contractor to dry the material more thoroughly and reduce project costs through reduced hauling and tipping fees. As of November 1st, over 7,500 "dry" tons of biosolids were hauled to the Yolo County Central Landfill.

A portion of Pond #11 biosolids were not hauled to the landfill in 2020 due to wildfire smoke inhibiting the drying process. The latest moisture test showed this pile was only 46.9% dry weight, not dry enough for the Yolo County Landfill to accept. The remaining biosolids were weatherized by stacking them in windrows that will minimize absorption of precipitation, allowing standing water to runoff and be pumped out of the pond if needed. The remaining weight was hauled in June 2021 ahead of the FY22 landfill tipping fee increase. Approximately 4,000 dry tons was hauled, resulting in a hauled quantity that is roughly 120% of the bid quantity.

Pond #10 was originally planned to be dried and hauled in 2022, however, the State of California passed cost prohibitive restrictions affecting biosolids under Senate Bill 1383. Tipping fees at the Yolo County Central Landfill are expected to increase from \$20/ton to \$60/ton on January 1, 2022. Staff became aware of the increase in tipping fees in June 2021. Senate Bill 1383 prohibits landfills from using biosolids as alternative daily cover thus leading to the increased tipping fees. Yolo County Central Landfill stops accepting biosolids sometime between mid-October and early November each year, weather depending.

The City originally planned to dry and haul the biosolids in the Water Pollution Control Facility (WPCF) Pond #10 in 2022, but that decision did not take into account the impact of Senate Bill 1383, which renders waiting until 2022 to perform this work prohibitively more expensive. It takes 3 to 4 months to dry biosolids sufficiently for hauling. It takes approximately 2 months to prepare a bid package, bid, and award a new contract for this type of work. From a start date in June 2021, and given the time frames needed to bid, dry, and haul the biosolids, it is not possible to bid a project and complete the work by mid-October/early November 2021. Accordingly, the most sensible and advantageous option for the City is to add the drying and hauling of biosolids for Pond #10 to the existing contract for biosolids drying and hauling for WPCF Pond #11 so that the work can be done in 2021 prior to Senate Bill 1383 taking effect.

The tipping fee change increases the per pond (or per year) cost by an estimated \$500,000, nearly doubling our current costs for addressing biosolids. Drying and hauling biosolids in Pond #10 this year will allow Staff time to evaluate alternate long term solutions in addition to saving an estimated \$500,000 on Pond #10.

Discussion:

Thus far, a \$33,000 change to the contract has already been approved due to an increase in tipping fees cost at the Yolo County Landfill for 2020. At the time of bidding, it was known that the landfill would be increasing

tipping fees on July 1, 2020, but the exact amount was not known. A second change to the contract was approved for the additional drying time and winterization of the material in Pond #11. The additional cost of drying was \$85,000. There are two reasons for the additional drying time: the smoky conditions from the California fires, which inhibited drying from mid-August through late-September 2020, and the greater-than-expected thickness of biosolids due to the actual quantity exceeding the bid quantity, which required additional effort to dry the material. The additional cost did not include the drying cost for the portion of biosolids already dried and hauled. The approach is consistent with recommendations from city staff in consultation with the City Attorney's office. The final quantity of dried/hauled biosolids in Pond #11 is approximately 12,000 dry tons, exceeding the bid quantity by approximately 20%.

The estimated quantity of biosolids by dry weight in Pond #10 is 6,000 dry tons. This is less than what was encountered in Pond #11 because the duration of biosolids loading in Pond #10 was of a shorter duration and better understood. The quantity is a rough estimate because the pond bottoms are typically not flat and the density of the biosolids is not known. Other factors affecting the cost for Pond #10 include higher fuel and labor costs and the FY22 increase in tipping fees at the landfill. The contract will be extended through fall 2021, allowing the contractor to dry and remove the biosolids in Pond #10 in 2021.

See below for a breakdown of the project costs:

Pond 11 Original Contract	\$646,369
Pond 11 Original Contract Contingency	\$96,956
Pond 11 Final Costs	\$834,516
Pond 10 drying and Hauling and Contingency	\$665,484
Total Cost	\$1,500,000
Project Management	\$30,000
Total Project Costs	\$1,530,000
Original Project Budget	\$765,000
Additional Project Budget 12/1/2020	\$25,000
Additional Project Budget 7/20/2021	\$740,000

California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631).

Further competitive bidding would be futile, unavailing and would not produce an advantage because of the following reasons. As noted above, tipping fees at the Yolo County Central Landfill are expected to increase from \$20/ton to \$60/ton on January 1, 2022, and the timing to dry the biosolids in Pond #10 before the summer months come to an end (i.e., the hot and dry months where drying of the biosolids can occur) will not allow for the City to engage in a full competitive bidding process without likely pushing the hauling past January 1, 2022 thereby triggering the much higher tipping fees. Adding this extra work by change order to the existing contract with Ramcon, who is already mobilized and performing this same type of work at adjacent Pond #11, will allow the City to dry and haul the biosolids in Pond #10 in 2021 to avoid the significant increase in costs due to Senate Bill 1383. Pond #10 has an estimated 8,000 — 10,000 as-hauled tons of biosolids. The \$40/ton increase in tipping fees will result in an increase in the cost of disposing this material by at least \$320,000- \$400,000 if completed after December 31, 2021. Based on the foregoing, Ramcon is also the only contractor who can perform the work for Pond #10 in 2021 because no other contractor could mobilize in time given the Yolo

County Central Landfill's deadline for receiving biosolids (i.e., between mid-October and early November depending on weather).

Conclusion:

Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving the reallocation of \$740,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13 for a total budget amount of \$1,530,000; and
2. Approve total contingencies of up to \$853,631 for a total contract authorization amount of \$1,500,000; and
3. Approve adding extra work for Pond #10 to existing contract with Ramcon Eng & Env. Contracting, Inc. (Ramcon).

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, CDD Director, City Engineer



Ken Hiatt
City Manager

Attachments:

1. Reso biosolids additional funds 072021

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROPRIATE PROJECT FUNDING FOR THE WPCF POND 11 BIOSOLIDS DRYING AND
REMOVAL PROJECT, CIP 20-13.**

WHEREAS, the City Council approved the plans and specifications for the WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13 (the “Project”) and authorized advertisement for bids on April 7, 2020; and the City of Woodland advertised for bids on April 13, 2020; and

WHEREAS, the City Council, on June 2, 2020, approved the contract with Ramcon Eng. and Env. Contracting, Inc. (Ramcon) in the amount of \$646,369 and approved a 15% contingency in the amount of \$96,956; and

WHEREAS, the Project work began on June 29, 2020; and

WHEREAS, the City Council, on June 2, 2020, approved the reallocation of \$765,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13; and

WHEREAS, City Council reallocated \$25,000 of Sewer Enterprise Funds from WPCF Biosolids CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13 and increased contract contingencies to \$120,000 on December 1, 2020.

WHEREAS, smoke from the California fires filled the basin and hindered drying rates in Pond 11 from mid-August through late-September 2020; and

WHEREAS, the Yolo County Central Landfill requires biosolids to be 50% dry weight minimum for acceptance and refused to accept the portion of remaining biosolids, which were below 50% dry weight as of November 1st; and

WHEREAS, the actual quantity of biosolids in Pond 11 exceeded the bid quantity by approximately 20% upon completion of the work in June 2021 and the additional quantity resulted in a greater than anticipated thickness of biosolids which further hampered the drying process; and

WHEREAS, City wishes to dry and haul the biosolids in WPCF Pond 10 with an estimated dry tonnage of 6,000 tons.

WHEREAS, City wishes to reallocate \$740,000 of Sewer Enterprise Funds from WPCF Biosolids CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13 for a total project budget of \$1,530,000 and increase contract contingencies by a total amount of \$853,631 for a total contract authorization of \$1,500,000.

WHEREAS, City wishes approve adding extra work for Pond #10 to the existing contract with Ramcon.

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

Section 1. The City Council hereby approves the reallocation of \$740,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13 for a total project budget of \$1,530,000.

Section 2. The City Council hereby approves additional contract contingencies of up to \$853,631 for a total contract authorization amount of \$1,500,000.

Section 3. The City Council hereby approves adding extra work for Pond #10 to the existing contract with Ramcon.

PASSED AND ADOPTED this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.10
SUBJECT: SUBJECT: Adoption Resolution Authorizing the City Manager or Designee to Execute an Agreement with the California Department of Transportation for the Woodland Active Transportation Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager or Designee to execute an Agreement with the California Department of Transportation for the Woodland Active Transportation Plan.

Staff Contact:

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

Fiscal Impact:

The City was awarded \$161,125 from the California Department of Transportation which requires a local match of \$20,875 for a total project amount of \$198,974. The source of the matching funding is Fund 582 identified in CIP #95-24 for this purpose. Appropriation of the awarded funding will occur with a future Council action after the agreement is executed.

There is no impact to the General Fund.

Discussion:

On June 22, 2021, the City of Woodland was selected to receive \$161,125 from the California Department of Transportation (Caltrans), Division of Transportation Planning, State Highway Account–Sustainable Communities Grant Funding Program after competing with other agencies statewide to fund the Woodland Active Transportation Plan.

The City of Woodland’s Active Transportation Plan will identify projects necessary to improve the existing active transportation network. The proposed plan would identify projects that will complete network gaps, improve connectivity, and increase mobility throughout the City. It is intended to promote active transportation as a viable mode of transportation while encouraging healthy lifestyles, reducing GHG, boosting economic prosperity and building sustainable transportation. The Plan will improve safety on existing and future networks while increasing transit ridership and efficiency. The newly developed plan will replace the City’s outdated Bike and Pedestrian Plan (2002).

In order to accept the funding, execution of a grant funding agreement between Caltrans and the City is required for the project. Staff will return to Council at a future date, after the grant agreement is executed, to appropriate the awarded funding into the Capital Budget.

Staff anticipates Request for Qualifications (RFQ) advertising in the coming months to start the consultant process to perform the analysis.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager or Designee to execute an Agreement with the California Department of Transportation for the Woodland Active Transportation Plan.

Prepared by: Clara Olmedo, Associate Engineer

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

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE WOODLAND
ACTIVE TRANSPORTATION PLAN**

WHEREAS, the City of Woodland has received a Sustainable Communities Grant Program in the amount of \$161,125 from the California Department of Transportation; and

WHEREAS, a Grant Fund Agreement is needed to be executed with California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto;

WHEREAS, the City Council wishes to authorize the City Manager, or designee, to execute all Grant Fund Agreements and any amendments thereto with the California Department of Transportation 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 authorize the City Manager to execute the Grant Fund agreements and any amendment thereto between the city and the California Department of Transportation for the Woodland Active Transportation Plan.

PASSED AND ADOPTED this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tom Stallard, Mayor

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.11
SUBJECT: Contract Award - FY2021/22 Tree Pruning and Maintenance Services

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the FY2021/22 tree pruning and maintenance service contract with West Coast Arborists, Inc. (WCA) in the amount not-to-exceed \$557,578 with options to extend the contract on the same terms for FY2022/23 and FY2023/24.

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

Fiscal Impact: Of the total contract amount, \$485,000 has already been appropriated for tree maintenance services in the FY2021/22 budget from the general fund and lighting and landscape districts. An additional \$72,578 will come from overall General Fund department budgetary savings from FY2020/21. Departmental savings will be considered for carry-over from FY2020/21 to FY2021/22 and will be recommended for appropriation by City Council in September 2021. The total compensation for FY2021/22 shall not exceed \$557,578. If the contract is extended for one or both of the next two fiscal years, the compensation for each of those years shall not exceed \$557,578. If the City opts to extend this contract the sources for the services will be addressed in the budget for each of those fiscal years (only the amount approved in each annual budget for tree pruning and maintenance services, up to \$557,578, would be awarded to the contractor).

Background:

Urban forests provide a wide range of community benefits, including energy savings, storm water retention, air quality improvements, carbon sequestration, increased property value, and more. The City's 2018 Urban Forest Resource Analysis performed by Davey Resource Group valued the cumulative benefits of public trees at nearly \$1.7 million. Proper tree care, like cyclical pruning, will protect the City's investment in its over 16,000 public trees and ensure that the urban forest continues to add value to our community for years to come.

Cyclical tree pruning is a standard maintenance procedure that is performed by most agencies across the country in an effort to promote a healthy urban forest and mitigate potential liability. The City of Woodland Climate Action Plan, approved by Council in May 2017, identifies cyclical pruning as a strategy to maintain existing trees and, thus, accomplish goals in the Urban Forest and Open Space focus area (Strategy UF-3). In addition, the Urban Forest Master Plan, approved by Council in March of 2019 supports the ongoing, regular maintenance of the City's Urban Forest. Specifically, Goal #5 is that all public trees should be pruned and maintained on a 7-year cycle depending on funding and resources.

This task, in addition to reactive maintenance, cannot be completely accomplished with in-house staff. The City currently has two approved full-time positions in the Urban Forestry division. With over 16,000 City trees to maintain and limited Urban Forestry staff, it is necessary to contract out most of the tree pruning and maintenance services.

Discussion:

Staff is requesting approval of a service agreement from July 19, 2021-October 31, 2022 (with options to extend the contract on the same terms for FY2022/23 and FY2023/24) with West Coast Arborists, Inc. (WCA), a professional tree maintenance company that possesses the means and a strong historical working knowledge of our City's urban forest, to fulfill tree care services. WCA has a well-established working relationship with the City of Woodland, as well as many other local agencies in our area, including the City of Sacramento, West Sacramento, Roseville, Elk Grove, and Davis. This contract will allow for the City to stay up-to-date on the 7-year pruning cycle.

Staff proposes that the City Council approve the professional service agreement by "piggy-backing" off of the City of Sacramento's procurement process as was done last fiscal year. City of Woodland Municipal Code section 3.32.140(c) provides that the City does not have to perform its own competitive bid procedure for non-public projects in certain circumstances, including when a competitive bid procedure has been conducted by another public agency (including another local agency), and the price to the City is equal to or better than the price to the other public agency. The City's Code also provides that landscape maintenance projects are considered non-public projects.

The City of Sacramento issued a Request for Proposals (RFP) for landscape maintenance. The City of Sacramento received three proposals, which were evaluated based on: (1) capabilities, qualifications, and experience; (2) references; and (3) the relative value offered by competitive pricing. The City of Sacramento determined that WCA was the most qualified contractor to provide tree maintenance services. The City of Sacramento City Council awarded a one-year non-professional services agreement to WCA on June 8, 2021 in the amount of, not to exceed \$1.25 million, with the ability to extend the agreement for two additional one-year terms.

The City has less extensive maintenance needs than the City of Sacramento but can use the economy-of-scale pricing that Sacramento received due to its large urban forest. Similar to Sacramento, City staff is recommending that the City enter into one year agreement, with a City option to extend for the next two fiscal years on the same terms.

Another benefit associated with this contract is the requirement to provide detailed electronic documentation of all maintenance performed on our trees. This information can then be easily uploaded into our Maintenance Management Software (MMS) and used for tracking maintenance, as well as identifying immediate and potential long-term issues.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the FY22 tree pruning and maintenance service contract with West Coast Arborists, Inc. (WCA) in the amount not-to-exceed \$557,578, with options to extend the contract on the same terms for FY2022/23 and FY2023/24.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Service Director



Ken Hiatt
City Manager

Attachments:

1. WCA resolution FY22
2. WCA Professional Services Agreement FY22

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR TREE PRUNING AND MAINTENANCE SERVICES WITH WEST COAST ARBORISTS, INC. FOR FY2021/22, WITH A CITY OPTION TO EXTEND THE CONTRACT FOR FY2022/23 AND FY2023/24

WHEREAS, the City performs annual cyclical pruning and tree maintenance on its urban forest to promote public safety and tree health; and

WHEREAS, West Coast Arborists Inc.; a tree maintenance company, provides municipal tree maintenance service to other local communities, including the Cities of Roseville, Elk Grove, West Sacramento, Davis, and Sacramento; and

WHEREAS, the City Municipal Code sections 3.32.140(c) provides that the city does not have to perform its own competitive bid procedure for non-public projects in certain circumstances; and

WHEREAS, “piggy-backing” on the City of Sacramento’s competitively bid tree maintenance contract would benefit the City by economy of scale pricing; and

WHEREAS, the proposed contract results in an annual cost of five hundred fifty-seven thousand, five hundred seventy eight dollars (\$557,578) for tree maintenance services provided to the City of Woodland for FY2021/22, and each of the subsequent option terms; and

WHEREAS, funding in support of this contract is provided in the FY2021/22 annual budget previously approved by the Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland hereby authorizes the City Manager to execute the FY2021/22 contract with West Coast Arborists, Inc. in an amount not to exceed \$557,578 for the period of July 19, 2021-October 31, 2022, with the option to extend the Agreement for two one year terms on the same terms, with a not to exceed amount for each option term of \$557,578. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement provided the total contract amount does not change.

PASSED AND ADOPTED by the City Council this _____ July, 2021, by the following vote:

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR
FY22 TREE PRUNING AND MAINTENANCE SERVICES**

CM #	
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This Agreement is made and entered into this _____ day of July, 2021 by and between the City of Woodland, a California municipal corporation (“City”) and West Coast Arborists, Inc. a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

- A. Contractor desires to perform and assume responsibility for the provision of certain professional contract services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Tree Pruning services to public clients, is licensed in the State of California, and is familiar with the plans of City.
- B. The City of Sacramento awarded a contract to Contractor for similar tree pruning and maintenance services through a competitive bid process, and the City of Woodland is permitted under the terms of its Municipal Code to make use of Sacramento’s procurement process for Contractor’s provision of services to the City.
- C. Contractor 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.
- D. City desires to engage Contractor to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Contractor 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 tree pruning and maintenance 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 July 19, 2021 to October 31, 2022 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The City has the option to extend the term of this Agreement for two additional one year terms (each, an “Option Term”), during each of the Option Terms, all other terms of this Agreement shall remain in full force and effect.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Contractor 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. Contractor 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”). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Contractor (“Performance Milestones”). Contractor 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. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation for the initial terms of this Agreement shall not exceed Five Hundred Fifty-Seven Thousand Five Hundred Seventy Eight Dollars (\$557,578.00), and compensation for each of the one year Option Terms shall not exceed Five Hundred Seven Thousand Five Hundred Seventy Eight Dollars (\$557,578.00). Contractor shall not be reimbursed for any expenses unless authorized in writing by City. 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. Contractor shall submit to City a biweekly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor 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 Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor'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 CONTRACTOR.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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 Contractor shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor 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 Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Brian Kirkegaard.

5.3.1 City's Representative. The City hereby designates Westley Schroeder 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. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Contractor's Representative. Contractor hereby designates Brian Kirkegaard or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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 life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, 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. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contractor 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 \$1,000,000 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.

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 Contractor; 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 Contractor 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 Contractor, 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, Contractor 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. Contractor 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 Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor 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 Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subcontractor'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 Contractor 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 Contractor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Contractor 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 Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor 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, Contractor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subcontractors. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its subcontractors, or those provided to Contractor 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 Contractor 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 Contractor's seal from the Documents & Data. Contractor 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. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Contractor 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 Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Contractor for any purposes other than the performance of the Services. Contractor 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 Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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. Contractor 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. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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. Contractor 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. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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

Contractor:

Victor Gonzalez, Vice President
222 E. Via Burton Street
Anaheim, CA 92806
(800) 521-3714 vgonzalez@wcainc.com

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, Contractor 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 Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor'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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, 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, Contractor'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 Contractor, but shall not otherwise be reduced. If Contractor's obligations to defend, indemnify, and/or hold harmless arise out of Contractor's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Contractor obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Contractor's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Contractor's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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; Contractor. By executing this Agreement, Contractor 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 Contractor. Contractor 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. Contractor 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. Contractor 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 Contractor's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Contractors, Sub-subcontractors and Subcontractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, Contractors, sub-subcontractors and subcontractors 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 Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, Contractors, sub-subcontractors or subcontractors 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 Contractor 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, Contractor 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). Contractor 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 Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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 Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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 Contractor and all subcontractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’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 Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

11.6 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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, Contractor 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. Contractor 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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. Contractor 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 Contractors. City reserves right to employ other Contractors 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.

[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

WEST COAST ARBORISTS, INC.

By: _____
Ken Hiatt
City Manager

By: _____
Victor Gonzalez, Vice President
Vice President

Attest:

By: _____
Ana B. Gonzalez
City Clerk

Approved as to Form:

By: _____
Ethan Walsh, City Attorney
Best Best & Krieger LLP

EXHIBIT “A”

SCOPE OF SERVICES

The scope of contracted work shall consist of removal, pruning, and other maintenance of trees, palms and other woody plants, in various locations within the City of Woodland. Work shall be supervised and approved by representatives of the Department of Community Services’ Urban Forestry staff.

I. GENERAL PROVISIONS.

The Contractor shall be aware of and shall comply with the Woodland City Codes governing tree pruning work, traffic control and any other regulations that may affect operations. Refer to City of Woodland’s Standard Specifications, Section 23. The Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of this Agreement. All work shall be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49) to provide such contract services within the State of California and the City of Woodland.

A. A. Inspection and Oversight.

The contract will be managed by a member of the Urban Forestry staff, serving in the capacity of Contract Inspector. The Inspector provides the principal contract management and monitoring function and is the primary contact point for communication between the City and the Contractor.

The Inspector will ensure compliance with the contract documents, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor. Inspections shall be both visual and operational. In addition, the Inspector may call for the Contractor to meet on the site for walkthrough inspections. The Inspector will schedule such meetings at the discretion of the City.

The Inspector will review the site for cleanliness, adherence to pruning standards, safety procedures and proper traffic and pedestrian control. The Inspector will give the contractor an opportunity to correct or replace non-conforming deliverables or services if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.

The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the Contractor’s non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

B. Record Keeping and Invoicing.

The contractor shall invoice Urban Forestry bi-weekly, in a format approved by the City. This format will include but not be limited to date of work, address where work was performed, type of work performed, corresponding inventory/tree identification and shall be used for each invoice and must be completed in its entirety. The Contractor will supply work history reports on a quarterly basis, or upon request by the Inspector, in a format approved by the City.

C. Work Week.

The normal work week shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. The Contractor shall notify Urban Forestry staff by 7:30 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman.

D. Allocation and Completion of Work Orders.

Work Orders shall be allocated by Urban Forestry staff based on actual service requirements and available funding. All work orders will be assigned on an "as-needed" basis as determined by Urban Forestry. It is possible that no services may be required by the City from a Contractor during all or any portion of the Agreement term. All work orders assigned to the Contractor shall be completed within 10 calendar days except where otherwise noted.

E. Qualified Personnel.

F. The contractor shall provide qualified supervisory staff who are physically present at each job site.

1. Each crew shall consist of at least one employee with current certification as a International Society of Arboriculture Certified Tree Worker.
2. Each crew shall consist of at least one supervising employee with current certification as an International Society of Arboriculture Certified Arborist.
3. Each crew shall consist of at least one supervising employee with training in current Best Management Practices in California for Tree Care for Birds and Other Wildlife.

F. Equipment.

All vehicles and equipment used in the performance of work assigned under this Agreement shall be in good working order and in compliance with all local, state, and federal laws.

1. Vehicles shall display signage denoting the contractor's name, telephone number, and "City of Woodland Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside the scope of this Agreement.
2. Contractor vehicles will be equipped with all warning lights, signage, and other

equipment necessary to safely work in the City right-of-way.

G. Damage to Property.

Public or private property damaged as a result of the Contractor's operations shall be repaired or replaced at the Contractor's sole cost and expense and shall be repaired or replaced back to the original existing conditions.

H. Safety.

The Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

1. The Contractor shall be solely responsible for complying with O.S.H.A. and Cal O.S.H.A. Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.
2. All work within 10 feet of any overhead high voltage electrical conductors shall be referred to Pacific Gas & Electric (PG&E) by the Contractor. Work shall be scheduled by the Contractor in cooperation with PG&E and shall be conducted in such a manner as to minimize disruption of service and disturbance of residents.
3. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from Urban Forestry staff.

I. Work Affecting the Public Right-Of-Way.

The Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and the Contractor agrees that during the progress of the work, the Contractor shall constantly protect and preserve the safety of the public. The Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by the Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment.

1. Temporary Traffic Control Requirements.

The Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall be for the duration of the service or project, and shall not be limited to working hours. The use of flagmen, barricades, and construction signage shall comply with the current edition of the California MUTCD.

The Contractor shall not be allowed to work until a City-approved traffic control plan is on file with the Inspector. If the Inspector determines at any time that actual traffic conditions under the approved plan are not adequate to ensure public safety, the Engineer may require the plan to be immediately modified. If a hazardous condition cannot be eliminated by plan modification, the Inspector may require work under the plan be stopped, and the plan suspended, until the safety hazard is remedied. The Contractor shall not be entitled to any costs, damages or extension of Contract time arising from any stop work order issued by the Inspector under this Section.

The Contractor shall provide safe pedestrian and disabled access through or around the construction area at all times. Sidewalk closure shall comply with federal and state disability access laws and regulations. The Contractor shall provide access to all existing driveways, adjacent parking areas, and buildings at all times unless other arrangements are made with the property owner and approved by the Inspector. Access for emergency vehicles shall be clear at all times.

All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, the Contractor shall maintain at least one travel lane in each direction at all times on two-way Primary Streets (defined below), and at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access and access to existing public cross-streets.

The Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic lane. Traffic control plans must be submitted to and approved by the City Traffic Engineer prior to work commencing. The traffic control plan shall include the following information:

- a. The name and business address of the applicant.
- b. A diagram showing:
 1. The location of the proposed work area;
 2. The location of areas where the public right-of-way will be closed or obstructed; and
 3. The placement of traffic control devices necessary to perform the work.
- c. The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase.
- d. The time periods when the traffic control will be in effect.

2. Temporary Street Parking Lane Closure.

The Contractor shall provide barricades with signage noting parking restrictions and days and times of scheduled tree care operations at least 72 hours in advance of work. All barricades and signage must be approved by Urban Forestry staff. Parking closure

signs shall not be attached to trees. Parking closure signs shall not indicate TOW AWAY zones.

J. Parking and Traffic Violations.

Parking and traffic citations as a result of violations shall be solely the responsibility of the Contractor.

II. TECHNICAL SPECIFICATIONS.

The Contractor shall provide the following services, as requested by Urban Forestry:

- Demand Pruning
- Programmed Pruning
- Crown Reduction/Crown Clean for English Elms
- Palm Pruning
- Tree Removal
- Stump Grinding
- Crane Services
- Unscheduled Work or Storm/Emergency Work Crew Services

Note: English elms not requiring a crown reduction will be billed at programmed or demand based pruning rates.

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133 (Safety Requirements for Arboricultural Operations) and accompanying International Society of Arboriculture "Best Management Practices" publications shall be adhered to. Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies.

With the exception of work requested on a time and materials basis, all pruning orders shall be based on complete pruning of the entire tree.

A. Tree Pruning.

Work orders for programmed pruning are based on street block areas within the City of Woodland boundaries. Generally, programmed pruning areas are planned as contiguous areas. Work orders for demand-based pruning are based on service requests with specific objectives in various locations within the City of Woodland boundaries and may or may not be at contiguous locations.

Notwithstanding the referenced ANSI standards, trees and palms shall be pruned as follows:

1. Mature Trees.

Tree crowns shall be cleaned, raised, reduced, thinned or any combination of these methods to achieve the following objectives:

- a. Remove dead branches that are greater than 1 inch at the point of attachment.
- b. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- c. Remove mistletoe and/or vines growing on the tree.
- d. Improve tree growth and form to maximize safety, structural integrity, and health.
- e. Prune to provide eventual clearance of 14 feet over roadways; prune to provide eventual clearance of 8 feet over pedestrian pathways; prune to provide eventual clearance of 5 feet around buildings and other structures, including, but not limited to roofs, gutters, fireplaces, television antennas, and utility service connections.
- f. Prune to clear line of sight for streetlights, traffic signs and signals, and street signs.

The contractor shall not remove more of the tree crown than is necessary to achieve the above objectives.. Under no circumstances shall more than 25 percent of the crown be removed on a mature tree without approval from the Inspector.

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or when performing an emergency rescue.

All tree care activities shall be performed using methods that minimize the impacts to nesting wildlife.

When reducing the length of a permanent limb, the resulting terminal branch should be at least 1/3 the diameter of the parent limb.

The Contractor shall notify Urban Forestry staff if any defects are found in a tree while pruning.

2. Young Trees.

Unless otherwise directed by the Inspector, the Contractor shall use a combination of removal and reduction cuts in the application of the natural pruning system to conserve the characteristic growth patterns of each tree and achieve the following objectives for young trees with a trunk diameter of approximately 8 inches or less.

- a. Remove dead branches.
- b. Remove diseased, decayed, broken, weakly attached and/or crossing branches.
- c. Develop strong central leader and radially and vertically symmetric distribution of branches as appropriate for the species.
- d. Encourage trunk taper by retaining temporary branches until diameter at the point

of attachment is approximately 1/3 of the diameter of the parent branch.

- e. Select and develop permanent branches.
- f. Minimize conflicts with pedestrians, vehicles, and sightlines at street intersections.

The contractor shall not remove more of the tree crown than is necessary to achieve the above objectives. Under no circumstances shall more than 50 percent of the crown of be removed on a young tree without approval from the Urban Forestry staff.

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or when performing an emergency rescue.

All tree care activities shall be performed using methods that minimize the impacts to nesting wildlife.

When reducing the length of a permanent limb, the resulting terminal branch should be at least 1/3 the diameter of the parent limb.

The Contractor shall notify the Urban Forestry staff if any substantial defects are found in a tree while pruning

3. Palms.

Unless otherwise directed by the Inspector, the Contractor shall use removal cuts in the application of the natural pruning system to conserve the characteristic growth patterns of each tree and achieve the following objectives for palms.

- a. Remove dead and dying fronds.
- b. Prune palm crown to no narrower than a 9 and 3 o'clock position.
- c. Remove loose frond sheaths along the entire length of the trunk.
- d. Remove fruit and flowers.
 - i) A chainsaw may only be used on dead fronds. Use of a handsaw is required on green fronds and fruit/flowers.

B. Tree Removal.

Notwithstanding the referenced ANSI Standards, trees, palms and other woody plants shall be removed as follows:

1. Remove all tree parts in a safe and efficient manner. Where necessary, tree parts shall be lowered by rope, crane, or other suitable means to avoid damage to surrounding property, including adjacent trees.
2. Ropes or other rigging shall not be placed so as to cause damage to adjacent property or trees

3. Trees shall be removed to within 6 inches of grade, measured from the soil line where the trunk meets the ground.

C. Stump Removal.

1. Stumps shall be ground until completely removed. The Contractor shall also grind out all surface roots 2 inches or greater within a 6-foot radius of the stump. Stump grindings shall be removed completely.
2. The Contractor shall backfill the hole with a top soil blend approved by the City.
3. The Contractor shall compact soil to allow for settling.
4. The Contractor is responsible for notifying Underground Service Alert prior to grinding stumps or digging anywhere within the public right-of-way or city property.
5. The Contractor shall respond to all non-urgent stump grinding work orders within 5 working days. Stump grinding work orders related to sidewalk repairs shall be completed within 3 working days.
6. Where stump grinding is being performed to accommodate a new replacement sidewalk, all surface roots within the footprint of the sidewalk shall be ground to a depth of 6 inches.

D. Debris Removal.

The scope of work shall include removal and disposal of brush and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material (excepting trees affected by Dutch Elm Disease) shall not be landfilled. Recycling of wood and wood chips through sustainable uses is strongly encouraged.

Contractor shall provide wood or trunk samples if requested by Urban Forestry staff. Debris resulting from contractor's operations shall not be left on any work sites overnight. Upon completion of a work, the site shall be left in a clean and orderly condition.

E. Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after work on any potentially diseased trees, and prior to reinitiating work after any work outside of City-contracted services.

All lead workers that supervise tree care operations under the terms and conditions of this Agreement shall attend a Dutch Elm Disease awareness and training class, provided by Urban Forestry, prior to any work on species susceptible to the disease. Disposal sites and methods for Dutch Elm Disease-infected tree parts shall be approved by Urban Forestry staff.

Due to disease concerns regarding Canary Island Date Palms (*Phoenix canariensis*) and California fan palms (*Washington filifera*), live fronds, flowers and fruit parts must be pruned with handsaws.

Chain saws and hand saws shall be thoroughly disinfected before and after use on any species of palm or elm using a disinfectant approved by Urban Forestry. Chain saws shall have the clutch cover removed and the chain, bar, and clutch area shall be sprayed. Handsaws are to be completely disinfected after each use. Chain saws and hand saws shall be disinfected with each use before pruning the next tree.

EXHIBIT B

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR'S Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of five hundred fifty-seven thousand, five hundred seventy eight dollars (\$557,578) .
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR'S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made pursuant to the terms of the Agreement. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the bi-weekly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR'S Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR'S remit address for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR'S failure to comply with the invoice format described above.

Submitting Invoices:

Email.

Submit email invoices and any attachments to: Westley.Schroeder@cityofwoodland.org

Mail:

If emailing invoices and attachments is not an option, mail to:

Westley Schroeder, Park Superintendent
2001 East Street
Woodland, CA 95776

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an amendment to this Agreement is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR'S breach of this Section 6.

EXHIBIT B **ATTACHMENT 1**

City of Woodland

West Coast Arborists, Inc.

		Year 1	Year 2	Year 3
	Work Type	Unit Measure	Unit Price	Unit Price
1	HOURLY RATE FOR BASIC SERVICES			
	Crew Rental - 3-person crew	Hour	\$ 285.00	\$ 294.00
	Emergency Response	Hour	\$ 285.00	\$ 294.00
	Emergency Crane Rental	Hour	\$ 170.00	\$ 175.00
2	UNIT PRICES FOR DEMAND PRUNING			
	Demand Pruning 0-6 DBH	Each	\$ 135.00	\$ 139.00
	Demand Pruning 7-12 DBH	Each	\$ 270.00	\$ 278.00
	Demand Pruning 13-24 DBH	Each	\$ 410.00	\$ 422.00
	Demand Pruning 25-36 DBH	Each	\$ 510.00	\$ 525.00
	Demand Pruning 37-48 DBH	Each	\$ 880.00	\$ 906.00
	Demand Pruning >49 DBH	Each	\$ 1,295.00	\$ 1,333.00
3	UNIT PRICES FOR PROGRAM PRUNING			
	Program Pruning 0-6 DBH	Each	\$ 90.00	\$ 93.00
	Program Pruning 7-12 DBH	Each	\$ 125.00	\$ 129.00
	Program Pruning 13-24 DBH	Each	\$ 185.00	\$ 190.00
	Program Pruning 25-36 DBH	Each	\$ 260.00	\$ 268.00
	Program Pruning 37-48 DBH	Each	\$ 315.00	\$ 324.00
	Program Pruning >49 DBH	Each	\$ 420.00	\$ 432.00
4	UNIT PRICES FOR PALM PRUNING			
	Date Palm Species	Each	\$ 425.00	\$ 438.00
	Washingtonia Palm Species	Each	\$ 130.00	\$ 134.00
5	UNIT PRICES FOR TREE REMOVAL (to 6" above soil line)			
	Tree Removal 0-6" DBH	Each	\$ 150.00	\$ 155.00
	Tree Removal 7-12 DBH	Each	\$ 350.00	\$ 360.00
	Tree Removal 13-24" DBH	Each	\$ 700.00	\$ 721.00
	Tree Removal 25-36 DBH	Each	\$ 1,500.00	\$ 1,545.00
	Tree Removal 37-48 DBH	Each	\$ 2,350.00	\$ 2,420.00
	Tree Removal >49 DBH	Each	\$ 4,125.00	\$ 4,248.00
6	UNIT PRICES FOR STUMP GRINDING			
	Stump Grinding 0-6 DBH	Each	\$ 260.00	\$ 267.00
	Stump Grinding 7-12 DBH	Each	\$ 385.00	\$ 395.00
	Stump Grinding 13-24 DBH	Each	\$ 720.00	\$ 740.00
	Stump Grinding 25-36 DBH	Each	\$ 900.00	\$ 925.00
	Stump Grinding 37-48 DBH	Each	\$ 1,080.00	\$ 1,110.00
	Stump Grinding >49 DBH	Each	\$ 1,285.00	\$ 1,320.00



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.12
SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5120, Calwest Phase 3 & 4

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5120, Calwest Phase 3 & 4, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

There is no impact to the City budget other than future operation and maintenance costs. All infrastructure improvements were paid for by the developer and Spring Lake Specific Plan (SLSP) owners overall. The developer participates in all funding mechanisms for backbone infrastructure construction including the bond district and the Spring Lake Infrastructure Fee program. The owners participate in the Spring Lake Landscape & Lighting District as well as a Community Facilities District for operation and maintenance of the Community Center & Sports Park. The SLSP Fiscal Impact Study (November 2002) analyzed overall impacts of the SLSP area and predicted a fiscal surplus at build-out.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets (excludes landscaping) for accounting purposes and financial reports. The total cost of public infrastructure in the GASB34 categories that the City will acquire with these improvements is shown below.

Est. GASB 34 category	Calwest Phase 3&4 (SM #5120)
Road	\$1,380,000
Water	\$440,000
Sewer	\$316,000
Storm Drain	\$305,000

Background:

On April 14, 2015, City Council approved the tentative map and development agreement for development of the 44.97-acre Cal West Development with 225 single family lots in total.

With the approval of the phase 3&4 Final Map 5120 (83 lots) on May 1, 2018, Lennar Homes and the City entered into a Subdivision Improvement Agreement, a contract to construct in-track subdivision improvements and offsite improvements to serve the property. Improvement plans were approved on September 25, 2017 and construction began in fall of 2017.

Discussion:

As of June 2021, Lennar Homes of California has completed the infrastructure improvements associated with Phase 3&4 development to the satisfaction of the City Engineer, the Public Works and Community Development Departments. The work was designed to City Standard Specifications and the improvements were inspected by the City during construction. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer's performance and payment securities for these improvements. The developer has provided a warranty security to correct any defects identified during the warranty timeframe of one year following the filing of the Notice of Completion.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5120, Calwest Phase 3&4, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

Prepared By: Ed Wisniewski, Senior Civil Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ACCEPTING PUBLIC IMPROVEMENTS FOR SUBDIVISION MAP NUMBER 5120
(CALWEST PHASE 3&4)**

WHEREAS, on April 14, 2015, the City Council approved the Tentative Map and Development Agreement for the Calwest Development with 225 single family lots in total; and

WHEREAS, on May 1, 2018, the City Council approved Final Subdivision Map #5120 (Calwest Phase 3 & 4); and

WHEREAS, Lennar Homes of California entered into a subdivision improvement agreement to construct the infrastructure necessary to serve the development permitted by the Map (the “improvements”) and furnished bonds to ensure the timely completion of the improvements; and

WHEREAS, on September 25, 2017, the City Engineer approved the improvement plans for Calwest Phase 3 & 4 (Subdivision Map No. 5120); and

WHEREAS, as of June 2021, Lennar Homes of California, has completed the Improvements; and

WHEREAS, the Subdivision Map Act and the Woodland Municipal Code require the City to accept public improvements which have been completed; and

WHEREAS, Lennar Homes of California has requested that the City accept those Improvements that have been completed;

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

Section 1. The City Council hereby accepts those Civil and Landscape Improvements constructed as shown on the plans entitled “Improvement Plans for Calwest - Phase 3&4 (Subdivision #5120)” and approved by the City Engineer on September 25, 2017.

Section 2. The City Council hereby authorizes the City Clerk to file the Notice of Completion and release the developer’s securities held for the completion of public improvements associated with the Calwest Phase 3&4 (Subdivision Map No. 5120) Project.

Section 3. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Lennar Homes of California, or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

Section 4. The adoption of this resolution shall not be deemed to cure any breach by Lennar Homes of California, or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

PASSED AND ADOPTED this 20th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

Main Street

East Main Street



College Street

East Street

Bourne Dr.

To Sacramento

I-5

Gibson Road



East Gibson Road

Farmers Central Road

Cal West Phase 3&4
Subdivision 5120

HWY 113

To Davis

Harry Lorenzo Ave

Heritage Parkway



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.13
SUBJECT: Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Five-Year Service Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City manager to execute the Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Five-Year Agreement.

Staff Contact:

Jeremy Cox, Utilities Administrator, (530) 661-5882, jeremy.cox@cityofwoodland.org

Fiscal Impact:

The Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Service Agreement is for a term of five years and a not-to-exceed total amount of \$203,099. Funding for this agreement is provided in the budget through existing appropriation from the Water Fund (210).

Background:

The City has been using AMI since 2009 as part of the Phase I, Meter Implementation Project. AMI consists of hardware and software to collect meter read data. The AMI hardware, specialized radio antennas, receives hourly read data from over 17,000 water meters. The AMI software manages all of the data collected which is integrated with the utility billing software as well as web-based water account portal, AquaHawk, allowing rate payers to see hourly water usage.

On May 3, 2016, a license agreement with SENSUS referred to as a Software as a Service (SaaS) was approved by City Council allowing for term of five years and automatic renewal of five additional years as part of the agreement. SaaS delivers superior support for future upgrades and computer hardware replacement and has a high level of service with limiting system outages and downtime ensuring a constant availability of data to the integrated systems utilizing the meter reads.

Discussion:

The Annual Maintenance and Support for AMI Service Agreement is between the City and Aqua-Metric Sales Company which is the only authorized support services provider for Sensus USA Inc. in Northern California. The original AMI agreement between Sensus and the City is referenced in this agreement. The City Attorney's office has reviewed and approved of the attached agreement.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City manager to execute the Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Five-Year Agreement.

Prepared by: Sherry Kimura, Engineering Assistant

Reviewed by: Jeremy Cox, Utilities Administrator

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Annual Maintenance and Support AMI Agreement
2. Resolution - Annual Maintenance and Support AMI Agreement

ANNUAL SERVICES AGREEMENT

This Annual Services Agreement (the “Agreement”) is made by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (“Aqua-Metric”) and City of Woodland, a California municipal corporation, having its principal location at 300 1st St., Woodland, CA 95695 (the “Client”). Aqua-Metric and Client are each referred to individually as “Party” or collectively as the “Parties”. The Parties agree as follows:

RECITALS

- A. Aqua-Metric has been engaged by Client to provide (a) Sensus Regional Network Interface (“RNI”) and Sensus Analytics Software-as-a-Service (the “SaaS Services”) hosted services that Sensus USA Inc. (“Sensus”) previously provided in accordance with Exhibit A of, and the terms and conditions outlined within, the Advanced Metering Infrastructure Agreement (“AMI Agreement”) between the City and Sensus attached hereto as Exhibit C and incorporated herein by this reference, and required for the daily operation of the FlexNet System; and (b) Maintenance and Support services for the infrastructure and software (the “Support Services”).
- B. Aqua-Metric agrees to, in accordance with the terms of this Agreement, perform the services and supply the goods as described in Exhibits A, B, and C (except Section 6 of Exhibit C) (the “Work”) attached hereto and incorporated herein by this reference. This Agreement shall include the following:
 - i. This Annual Services Agreement
 - ii. Exhibit A: Annual Pricing
 - iii. Exhibit B: Support Standards
 - iv. Exhibit C: Advanced Metering Infrastructure Agreement (except Section 6)

In consideration of the mutual agreements, covenants, representations, and warranties contained herein, and in reliance thereon, intending to be legally bound, Aqua-Metric and Client agree as follows:

1. **TERM.** This Agreement shall become effective upon the execution hereof by the parties hereto and shall extend for five (5) years from May 21, 2021 (the “Date of Implementation”) unless terminated earlier in accordance within the provisions of this Agreement or otherwise extended by the Parties.
2. **PRICING AND PAYMENT.** Subject to the provisions of this Agreement, Client shall pay Aqua-Metric for the annual software hosting and support fees (the “Annual Services”) in the amount set forth in Exhibit A.
 - 2.1. Aqua-Metric shall automatically invoice Client for payment within sixty (60) days prior to the anniversary Date of Implementation. Client shall issue payment within thirty (30) days of receipt of invoice or before the anniversary Date of Implementation, whichever date is later. Notwithstanding, if Client fails to pay any invoices within thirty (30) days from the date of invoice, Aqua-Metric may, at its sole discretion, withhold or suspend the services until Client has paid any past due invoiced amounts or seek to termination pursuant to Section 12 of this Agreement.
 - 2.2. Annual Services shall automatically renew each year on the anniversary of the implementation date and will continue through the duration of Client’s continued use of the Annual Services unless terminated pursuant to Sections 2.3 or 12 of this Agreement. Annual Services will incur an automatic three percent (3%) annual increase to the antecedent fee for service.
 - 2.3. In the event Client wishes to discontinue the Annual Services, Client shall provide Aqua-Metric written notification pursuant to Section 12 prior to the subsequent annual invoice; at which time Aqua-Metric’s Annual Services shall cease pursuant to Section 4. Client’s failure to give Aqua-Metric notice prior to renewal will result in automatic renewal and Client agrees to pay for subsequent Annual Services.
 - 2.4. All pricing and payments shall be in US currency.
3. **MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS.** No modification or amendment to this Agreement or the Work herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Aqua-Metric and Client each

acknowledge additional product and services not detailed or described herein may be required to complete the Work. Either Party may initiate a request to modify, add or remove additional product or services. No additional product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.

4. **SUSPENSION OR TERMINATION OF SERVICE.** Client may discontinue Support Services upon written notice to Aqua-Metric pursuant to Section 12 prior to the renewal anniversary. In the event of termination of the Support Services, Client acknowledges and agrees Aqua-Metric and/or Sensus will not be held responsible to diagnose, troubleshoot, update, repair, or replace any software previously purchased by Client. Client will be responsible for the purchase of hardware, software Updates or Upgrades, or hourly support and maintenance fees described in Exhibit B.

5. **OWNERSHIP.**

- 5.1. **Aqua-Metric Materials.** Aqua-Metric or its suppliers shall retain all right, title and interest (including but not limited to copyright and other proprietary or intellectual property rights) in the Aqua-Metric Confidential Information, the Aqua-Metric Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).
- 5.2. **Client Materials.** The Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Work Product, Client Confidential Information and Client Data. Aqua-Metric may access Client Data only to respond to Advanced Metering Infrastructure ("AMI") services or technical problems or at the Client's request, and for the purposes of hosting such Client Data in connection with the provision of the AMI Services to the Client. Without limiting the generality of the foregoing, Aqua-Metric agrees that information and data on how the AMI Services are used by Client (such as, but not limited to, benchmarking data, usage patterns and roles) constitute Client Confidential Information and may only be used by Aqua-Metric to improve the delivery of AMI Services for Client, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of Client.

6. **CONFIDENTIAL INFORMATION.**

- 6.1. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject to the California Public Records Act, the Client will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Client Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All Client Data shall be deemed Client Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.
- 6.2. The Client acknowledges that Aqua-Metric may use products, materials, or methodologies proprietary to Aqua-Metric. The Client agrees that Aqua-Metric's provision of services under this Agreement shall not be grounds for the Client to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Aqua-Metric, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Client as confidential and shall not disclose any such information to a third party without the prior written approval of the Client. Subcontractors and affiliates of Aqua-

Metric who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.

- 6.3. Unauthorized Access. Aqua-Metric shall store and maintain Client Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Client Information in any way. Aqua-Metric shall notify the Client immediately if the security or integrity of any Client information has been compromised or is believed to have been compromised, in which event, Aqua-Metric shall, in good faith, use all commercially reasonable efforts to cooperate with the Client in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Client to protect such information from further unauthorized disclosure.

7. COMPLIANCE WITH LAWS

- 7.1. Aqua-Metric Compliance with Laws. Aqua-Metric will perform its obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Aqua-Metric and Aqua-Metric's business, activities, Aqua-Metric's facilities and the provision of Services hereunder, including Laws of any country or jurisdiction from which or through which Aqua-Metric provides the Services or obtains resources or personnel to do so; and (ii) applicable to Client and Client's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound, including the Laws of each and every jurisdiction applicable to Client, Aqua-Metric, this Agreement and the performance of the Services.
- 7.2. Client Compliance with Laws. Client will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Client's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

8. LIMITED WARRANTIES, REPRESENTATIONS AND COVENANTS

- 8.1. Aqua-Metric represents, warrants and covenants as follows:
 - a. Aqua-Metric has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Aqua-Metric is bound.
 - b. Aqua-Metric is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;
 - c. Aqua-Metric has the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
 - d. The execution of this Agreement by Aqua-Metric's representative herein has been duly authorized by all necessary corporate action of Aqua-Metric.

9. DISCLAIMER OF WARRANTIES.

- 9.1. DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided; however any such warranties received by Aqua-Metric from its supplies shall be passed on to Client.

- 9.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.
- 9.3. Limitations. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Client may suffer arising out of use, or inability to use, the Services.

10. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

- 10.1. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. INDEMNIFICATION.

- 11.1. Aqua-Metric's Obligation. Aqua-Metric shall defend, indemnify and hold each Client Indemnitee (as defined below) harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorneys' fees) incurred by, assessed against or imposed on a Client Indemnitee arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) alleging any Product, Software or any Service infringes any valid and issued patent, copyright, or trademark or similar property right of a third party, (ii) for personal injuries, death or damage to tangible personal and real property caused by the gross negligence or willful misconduct of Aqua-Metric, its employees, or agents; (iii) relating to or arising out of Aqua-Metric's failure to comply with applicable law; and (iv) relating to or arising out of Aqua-Metric's breach of its confidentiality obligations hereunder. "Client Indemnitee" shall mean Client, and its respective officers, directors, employees, agents, successors and assigns.
- 11.2. Client Obligation. To the extent allowed by the laws of the State of California, Client shall defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorneys' fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Client, its employees, contractors or agents; (ii) relating to or arising out of Client's failure to comply with applicable law; and (iii) relating to or arising out of Client's breach of its confidentiality obligations hereunder.

12. TERMINATION.

- 12.1. Either Party may terminate this Agreement without cause by providing one hundred twenty (120) days' prior written notice of termination (the "Termination Period") to the other Party.
- 12.2. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty; provided, 1) breach is not a result of one of the events defined in Section 22, 2) breach is not cured within the Cure Period hereunder Section 12.4 with such period being extended as necessary for the breaching Party to have a reasonable amount of time to cure, provided the breaching Party begins to cure such breach or violation within the Cure Period and diligently pursues completion

of the same, and 3) the breaching Party shall have reasonable time in addition to such Cure Period to cure such breach within the Cure Period and diligently pursues such cure.

12.3. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, the Client shall pay Aqua-Metric for services actually rendered up to the effective date of termination and Aqua-Metric shall continue to provide the Client with services requested by the Client and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Aqua-Metric shall provide the Client with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the Client making a final payment to Aqua-Metric in the amount consistent with services rendered as of the date of termination, including such subscription services the Aqua-Metric has contracted for in fulfillment of the terms of this Agreement. In the event Aqua-Metric has received access to Client information or data as a requirement to perform services hereunder, Aqua-Metric shall return all Client provided data to the Client in a machine-readable format or other format deemed acceptable to the Client, in the Client's reasonable discretion.

12.4. Cure Period. As used in this Agreement, "Cure Period" means a period of thirty (30) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached; provided, however, no Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.

13. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 12, if either Aqua-Metric or Client has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation in within the county seat of Yolo County, California. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

14. JURISDICTION AND VENUE. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Yolo County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. MODIFICATIONS, AMENDMENTS OR WAIVERS. No modifications or amendments to the Agreement, and no waiver of any provisions hereof shall be valid unless in writing signed by duly authorized representatives of the parties.

16. NON-WAIVER. Any failure or delay by either party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this

Agreement. The waiver by either party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

17. **NOTICES.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or mailed, postage prepaid, by first class, certified or registered mail, by messenger or courier, or by email upon confirmation of delivery and addressed as provided below. The address to which the notice(s) or communications may be given by either party may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties. All notices permitted or required to be given by either party under this Agreement to the other shall be in writing through each party's authorized representative(s) as follows:

If to Aqua-Metric:

Thirkettle Corporation
DBA Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Building 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

If to Client:

City of Woodland
Attn: Sherry Kimura
655 N. Pioneer Ave.
Woodland, CA, 95776
Email: Sherry.Kimura@cityofwoodland.org

Copy to:

City of Woodland
Attn: Ana Gonzalez
300 1st St.
Woodland, CA, 95695
Email: Ana.Gonzalez@cityofwoodland.org

18. **REMEDIES.** Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
19. **SEVERABILITY.** If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.
20. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).
21. **AUTHORIZED REPRESENTATIVE.** Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"),

any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.

22. **FORCE MAJEURE.** Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic or delays in product shipment caused by any of the preceding events. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.
23. **ENTIRETY OF AGREEMENT.** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Client and Aqua-Metric, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.
24. **ASSIGNMENT.** Aqua-Metric may not assign any of their respective rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, including any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in breach of this Section shall be void and Client shall have the right to terminate this Agreement as set forth herein. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
25. **DEFINITIONS.**
 - a. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Aqua-Metric, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.
 - b. "Client Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Client, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Client or any Client Affiliate to Aqua-Metric regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Aqua-Metric as a result of and/or as part of the Services, regardless of whether considered Confidential Information.
 - c. "Documentation" means all publications and documentation relating to the use or operation of the Products, Software and Services provided hereunder, such as reference, user, installation, systems administration and technical guides.
 - d. "Fees" mean the Product Costs, Service fees and the SaaS Services fees.
 - e. "Software" means the computer software described as such in the Sensus Inc. Agreement, in machine-readable form only, as well as any Updates which may be provided pursuant to the terms of this Agreement.
 - f. "Subscription Services" mean the hosting and software services performed by Sensus Inc. and Aqua-Metric.
 - g. "Subscription Services Fees" means the fees for Client's continued use of the RNI or Sensus Analytics.
 - h. "Support Services" means the annual maintenance and support services provided by Aqua-Metric and Sensus.
 - i. "Support Services Fees" means the fees for Client's use of the Support Services.
 - j. "Training" means the instructional training provided by Aqua-Metric to Client regarding access to and proper use and operation of the software and services.

- k. "Updates" means minor enhancements, improvements, patches or modifications released to improve performance or fix errors in previous versions of software applications developed by Sensus or third-party developers.
- l. "Upgrade" means a release of the software or a change to the existing software and/or hardware containing major new features, functionality and/or performance improvements that would enable the existing software and/or hardware configuration to perform to the level of the next version of the software and/or hardware configuration and is designed to replace the older software and/or hardware version of the same product and/or extend the useful life of that product.

[Signature page on following page]

26. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Client signatory represents and warrants that the signatory has all necessary authorization to purchase and pay for the Services indicated herein.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CLIENT AND AQUA-METRIC (OR ITS APPLICABLE AFFILIATE).

27. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The following documents, exhibits, attachments which are attached and incorporated herein by reference, shall consist of the contract documents. If there is any conflict of between the documents, the following order of precedence shall determine the prevailing provision:

- i. This Annual Services Agreement
- ii. Exhibit A: Annual Pricing
- iii. Exhibit B: Support Standards
- iv. Exhibit C: Advanced Metering Infrastructure Agreement (except section 6, which does not apply to this Agreement)

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the date signed by both parties below.

THIRKETTLE CORPORATION
DBA AQUA-METRIC SALES COMPANY
4050 Flat Rock Drive
Riverside, CA 92505

CITY OF WOODLAND
300 1st St.
Woodland, CA 95695

Signature

Signature

Name (Printed or Typed)

Kimberly McKinney

Title

Administrative Director

Date

Date

EXHIBIT A
ANNUAL PRICING



Sales Quote

June 2, 2021

Aqua-Metric Sales Company

Kristy Segarra - Manager, Bids and Proposals
1060 National Drive, #5 | Sacramento, CA 95834
Phone: (916) 933-9554 | Facsimile: (951) 637-1500

Quote for: City of Woodland, CA
Attention:
Address:
City, State, ZIP:
Phone:
Email:

Quantity	Description	Unit Price	Line Total
Year Six Annual SaaS Fees			
1	Annual RNI SaaS Fee	\$20,491.00	\$20,491.00
1	Annual Sensus Analytics Enhanced Fee	\$10,862.00	\$10,862.00
2	Annual S50/S100 Basestation Extended Warranty	\$3,450.00	\$6,900.00
Year Six Annual SaaS Fees:			\$38,253.00
Year Seven Annual SaaS Fees			
1	Annual RNI SaaS Fee	\$21,106.00	\$21,106.00
1	Annual Sensus Analytics Enhanced Fee	\$11,188.00	\$11,188.00
2	Annual S50/S100 Basestation Extended Warranty	\$3,553.50	\$7,107.00
Year Seven Annual SaaS Fees:			\$39,401.00
Year Eight Annual SaaS Fees			
1	Annual RNI SaaS Fee	\$21,740.00	\$21,740.00
1	Annual Sensus Analytics Enhanced Fee	\$11,524.00	\$11,524.00
2	Annual S50/S100 Basestation Extended Warranty	\$3,660.00	\$7,320.00
Year Eight Annual SaaS Fees:			\$40,584.00
Year Nine Annual SaaS Fees			
1	Annual RNI SaaS Fee	\$22,393.00	\$22,393.00
1	Annual Sensus Analytics Enhanced Fee	\$11,870.00	\$11,870.00
2	Annual S50/S100 Basestation Extended Warranty	\$3,770.00	\$7,540.00
Year Nine Annual SaaS Fees:			\$41,803.00
Year Ten Annual SaaS Fees			
1	Annual RNI SaaS Fee	\$23,065.00	\$23,065.00
1	Annual Sensus Analytics Enhanced Fee	\$12,227.00	\$12,227.00
2	Annual S50/S100 Basestation Extended Warranty	\$3,883.00	\$7,766.00
Year Ten Annual SaaS Fees:			\$43,058.00
Total Amount not-to-exceed:			\$203,099.00

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Net Thirty Days to Pay
3. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
4. Pricing based on 17,750 Water Services.
5. Annual Fees for years 11-15 to be determined.

EXHIBIT B SUPPORT STANDARDS

1. Aqua-Metric Obligations. Aqua-Metric shall provide the following additional Support Services to Client:
 - 1.1. Telephone Hotline/Help Desk. Aqua-Metric shall continuously provide a telephone number for Client personnel to call for all purposes regarding Support Services. Client's help desk shall be monitored by members of the Aqua-Metric support team.
 - 1.2. Enhancements and New Features. Aqua-Metric shall provide or ensure Sensus provides all enhancements to the Subscription Services.
 - 1.3. Documentation. Aqua-Metric shall provide any and all updated Documentation, as applicable, for the Services, Products, and any enhancements provided to Client as such Documentation are generally released, or more frequently if significant errors and/or discrepancies are discovered in such Documentation.
2. Client Responsibilities. Client shall cooperate with Aqua-Metric in the performance of Aqua-Metric's obligations by performing the tasks set forth below. Provided however, that in no event shall any failure by Client to act as described below be interpreted as or result in a breach of this Agreement:
 - 2.1. Assist Aqua-Metric in the development of support procedures.
 - 2.2. Ensure end users follow established support procedures.
 - 2.3. End users will employ reasonable efforts to solve problems/address requests before calling the help desk.
 - 2.4. Maintain local network and devices.
3. Resolution of Defects.
 - 3.1. Defect Levels. Client shall classify, or reclassify, as applicable, all Defects as Critical, Impactful, Routine, and Application Question pursuant to the definitions set forth below in Section 4.
 - 3.2. Reporting of Defects. Reports of Defects (an "Incident Report") will be made through Aqua-Metric's support center via email or telephone at numbers to be provided by Aqua-Metric to Client. Aqua-Metric shall provide coverage and respond to incidents and defects according to Section 4 below.
4. Service Level Agreement.
 - 4.1. Critical. Critical issues are problems with the Services or Products which delay or preclude completion of Client's billing cycle or cycles. Critical issues include but are not limited to major communications issues, software component failures or software interaction failures, or failures of the Client's non-individual customer hardware which interfere with communications, post-processing or significant transfers of data. The Client may elevate any non-Critical issue to a Critical status when Aqua-Metric cannot develop a work-around or fix a non-Critical issue in a timely manner or when a non-Critical issue severely impacts Client resources. The Client may demote a Critical issue to a non-Critical status upon notice to Aqua-Metric.
 - 4.2. Impactful. Impactful issues are problems with the Services or Products that are less severe than Critical issues but delay completion of Client's billing cycle or cycles or interfere with the intended use of the overall metering infrastructure. While Aqua-Metric may be able to provide a workaround on an individual customer basis for Impactful issues, due to the number of customers affected Impactful issues severely impact Client resources to affect the workaround. The Client may elevate non-Impactful issues to Impactful status upon notice to Aqua-Metric or demote Impactful issues to non-Impactful status upon notice to Aqua-Metric.
 - 4.3. Routine. Routine issues are problems with the Services or Products which affect a small number of customers, and which do not imperil the completion of a billing cycle, and which may be worked around without significant impact to Client resources. Routine issues will typically comprise requests for

guidance on best practices for use of the overall system, Service or Product usage, assistance with specific metering or post-processing adjustments or modifications, or other issues which can be readily resolved. The Client may elevate non-Routine issues to Routine status upon notice to Aqua-Metric or demote Routine issues to non-Routine status upon notice to Aqua-Metric.

- 4.4. **Application Questions.** Application Questions are problems, clarifications, or explanations related to the Services or Products which are intended to assist Client in making the best use of the overall metering infrastructure system. Application Questions may be in the form of “how-to” questions or instructions designed to facilitate interaction with the metering infrastructure system and will typically require “look-up” responses instead of active troubleshooting. The Client may elevate non-Application Questions to Application Questions upon notice to Aqua-Metric or demote Application Questions to non-Application Questions upon notice to Aqua-Metric.
- 4.5. **Business Hours.** Business hours shall be considered to be 8:00 AM to 5:00 PM PST weekdays, excluding statutory holidays. It is unlikely that issues would be discovered and support requested outside stated business hours. Provided, however, Aqua-Metric will provide non-Business Hours support to the Client for Critical and Impactful issues.
- 4.6. **Call-Back.** When support services are requested, Aqua-Metric shall make return contact with Client to: (1) confirm that the request for support has been received; (2) to receive Client troubleshooting processes and results, and to make a counter-request for any additional information if so needed; and (3) to mutually agree upon a support level pursuant to the above definitions.
- 4.7. **Troubleshooting.** Troubleshooting begins when Aqua-Metric support personnel actively begin researching, investigating, and or testing the cause of the reported issue. Typically, troubleshooting activities will be performed in conjunction with Client personnel. Troubleshooting resources shall be provided consistent with the criticality and anticipated time line of the supported issue.

		Critical Issue	Impactful Issue	Routine Issue	Application Question
Call Back	Normal Business Hours	½ Hour	1 Hour	2 Hours	1 Hour
	Outside Business Hours	2 Hours	1 Business Day	2 Business Days	1 Business Day
Troubleshooting	Normal Business Hours	2 Hours	½ Business Day	1 Business Day	N/A
	Outside Business Hours	8 Hours	1 Business Day	2 Business Days	N/A
Resolution	Normal Business Hours	3 Business Days	4 Business Days	6 Business Days	1 Business Day
	Outside Business Hours	3 Business Days	4 Business Days	6 Business Days	1 Business Day

EXHIBIT C – ADVANCED METERING INFRASTRUCTURE AGREEMENT

Advanced Metering Infrastructure (AMI) Agreement

between

City of Woodland,
a California municipal corporation
("**Customer**")

and
Sensus USA Inc.,
a Delaware corporation
("**Sensus**")

IN WITNESS WHEREOF, Customer and Sensus (the "parties") have caused this Advanced Metering Infrastructure ("AMI") Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until five (5) years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of five (5) years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: Tim Harriger

Name: TIM HARRIGER

Title: VP Sales - Water

Date: 5/6/16

Customer: City of Woodland

By: Paul J. Smith

Name: PAUL J. SMITH

Title: CITY MANAGER

Date: 5/3/16

Contents of this Agreement:

AMI Agreement

Exhibit A Software

Exhibit B Technical Support

AMI Agreement

1. **Generally.** Customer has fully deployed its Advanced Metering Infrastructure (AMI) System. The services Sensus will provide under this Agreement are to upgrade the Customer from Logic to Sensus Analytics. The parties acknowledge that no further Equipment (as defined below in Section 2) is contemplated at this time. In the event Customer opts to purchase additional Equipment, Section 2 of this Agreement shall apply.
2. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed to by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed to by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
 - B. **BECAUSE CUSTOMER'S PURCHASE OF EQUIPMENT WILL BE FROM AN AUTHORIZED DISTRIBUTOR AND NOT FROM SENSUS, THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED REGARDING THE EQUIPMENT DESCRIBED IN SECTION 2.A. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND TITLE.**
3. **Services.**
 - A. **Installation of Equipment.** Installation services, if required, will be as agreed to between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
 - B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
 - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement that describes the scope and pricing for such work.
 - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in **Exhibit B**.
 - E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement that describes the scope and pricing for such work.
 - F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement that describes the scope and pricing for such work.
4. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in **Exhibit A**, only so long as Customer is current in paying the authorized distributor the Ongoing Fees.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
5. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 12/7/2012 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
6. **General Terms and Conditions.**
 - A. **Intentionally Omitted**
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - C. **Termination.** Either party may terminate this Agreement prior to the expiration of the Term if the other party commits a material breach of this Agreement, and such material breach is not cured within forty-five (45) days of written notice by the other party. Following the Initial Term and during the Renewal Term, either party may terminate this Agreement for convenience by providing the other party with one hundred twenty (120) days written notice. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease, and the Software as a Service and Spectrum Lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the Force Majeure will take reasonable steps to mitigate the Force Majeure.
 - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
 - F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the

foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it. If a party desires to treat information as confidential, such party shall conspicuously label the information and/or document "Confidential." Notwithstanding the foregoing, if Customer receives a California Public Records Act (Gov't Code §§ 6250 *et seq.*) request or a court or other governmental authority of competent jurisdiction issues an order, subpoena, or other lawful process requiring the disclosure by Customer of any Confidential Information, Customer shall notify Sensus immediately upon receipt thereof to facilitate Sensus' efforts to prevent such disclosure, or otherwise preserve the proprietary or confidential nature of the Confidential Information. If Sensus declines to prevent the disclosure within the time required pursuant to the Public Records Act or other applicable process, or is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the Confidential Information requested, Customer shall not be in violation of this Agreement if it complies with such California Public Records Act request or an order of such court or other governmental authority to disclose such Confidential Information.

- G. **Indemnification.** To the fullest extent permitted by law, Sensus shall defend, indemnify, and hold Customer, its directors, 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 alleged acts, errors, or omissions caused by the negligent acts, or willful misconduct, of Sensus, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the services of this Agreement. Sensus' obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Customer, its directors, officials, officers, employees, agents, or volunteers. This indemnification obligation extends only to a claim filed, or litigation brought, by a third party and does not include disputes between the parties.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Sensus may assign, transfer, or delegate this Agreement without Customer's consent provided that such assignment, transfer, or delegation is a part of a merger or is to a purchaser of all or substantially all of its assets and provided that Sensus provides Customer with written notice prior to such assignment, transfer, or delegation. Other than the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by the Parties attempting mediation in Yolo County, California. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Yolo County or the Eastern District of California respectively. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES. To the extent the waiver of a jury trial is determined to be invalid, the parties hereby agree that any Disputes shall be submitted to judicial reference as a trial before a judge.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits, and the Spectrum Lease represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
- 7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. "**AMI System**" identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. "**Confidential Information**" means any and all non-public information of either party, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. Information must be expressly and conspicuously labeled "Confidential" in order for it to be treated as such under this Agreement.
 - D. "**Echo Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - E. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - F. "**Field Devices**" means the meters and SmartPoint Modules.
 - G. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - H. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, mudslide,

vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances, and explosion.

- I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling, and removing goods.
- K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance Releases of the Software that correct processing errors and other faults and defects found in previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- O. **"Release"** means both Updates and Upgrades.
- P. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- Q. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- R. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- S. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- T. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- U. **"Server Hardware"** means the RNI hardware.
- V. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver, or Echo Transceiver.
- W. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- X. **"Updates"** means Releases of the Software that constitute a minor improvement in functionality.
- Y. **"Upgrades"** means Releases of the Software that constitute a significant improvement in functionality or architecture of the Software.

Exhibit A Software

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In the Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Essential Package (as defined below)

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Usage License. Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments to Sensus' authorized distributor for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of: (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide Patches, Updates, and Upgrades to the latest Sensus Hosted Software Release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.).
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance with standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance with standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance with standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus employee is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.

- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
 - b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - c. Conduct period penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform Anti-Virus and Malware patch management on all systems.
 - f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
 - h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
 - i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

i. Calculations

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.

- b. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions.** **"Exceptions"** mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) (**"Emergency Work"**). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the **"Managed Systems"**). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer**
 - i. Customer shall promptly pay all Software as a Service fees and other Ongoing Fees to Sensus' authorized distributor.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse, or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software (**"Customer's Systems"**) is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (**"Authorized Users"**). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage, or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) through Customer's account, account ID, usernames, or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AML System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. **Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. **Device Access Module**
 - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AML ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

- ii. Meter Insight Module (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with high threshold exceptions with drill down to the list of meters.
 - h. # of unknown radios with drill down to the list of meters.
 - iii. Report Access Module
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" and (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR ID with the ones sent by RNI. It also shows AMR ID in billing request that have different meter ID in the RNI.
 - n. Users need to enter which billing request file prior to running the report.
 - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. Billing Access Module
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor Module
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store Module
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- D. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - a. In scope of the included integration efforts is the mapping of the Customer's fields to the VFlex specification.
 - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
 - ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
 - iii. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- E. Data Import.** The Sensus Analytics Application contains adapters for the import of data from (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- F. Customer Acknowledgements.**
- i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting.
 - iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. Third Party Software.

A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:

Red Hat Enterprise Linux

JBoss Enterprise Middleware

End User License Agreement:

http://www.redhat.com/licenses/rhel_rha_eula.html

http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support (explained further below) of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues (explained further below) is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and

attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future Release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future Release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future Release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
- 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The Customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL MAINTENANCE AND
SUPPORT FOR ADVANCED METERING INFRASTRUCTURE (AMI) SERVICE
AGREEMENT**

WHEREAS, the City of Woodland wishes to enter into a five year agreement with Aqua-Metric Sales Company for an Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Service (“Agreement”); and

WHEREAS, City Council, on May 3, 2016, approved of an AMI agreement from Sensus USA Inc. that provide hardware and software support; and

WHEREAS, Aqua-Metric Sales Company is the only authorized Sensus USA Inc. support service provider in northern California; and

WHEREAS, City staff requests authorization for the City Manager to execute a five year Agreement with Aqua-Metric Sales Company for a total amount not to exceed \$203,099.00.

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 an Agreement with Aqua-Metric Sales Company for a total amount not to exceed of \$203,099.00.

PASSED AND ADOPTED this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.14
SUBJECT: Settlement and Release Agreement for the North Regional Pond and Pump Station (NRP&PS), CIP 17-21

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Settlement and Release Agreement for the North Regional Pond and Pump Station (NRP&PS), CIP 17-21, for an amount not to exceed \$125,000.

Staff Contact:

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

Fiscal Impact:

The North Regional Pond and Pump Station is a project that was approved by Council as part of the Capital Improvement Program (CIP) for FY20 and is a \$9,000,000 storm drainage project funded from SLIF Storm Drainage Funds (Fund Code 681). There are sufficient funds in the project's Capital Improvement Fund for the settlement and release agreement.

The agreement is for an amount not-to-exceed \$125,000. There is no impact to the General Fund.

Background:

The North Regional Pond is located just north of the City's Water Pollution Control Facility (WPCF). The pond was formerly used as part of the WPCF operations until the mid-1980s. The storm drain master plan identified the North Regional Pond as a storm drainage mitigation feature for Spring Lake. The pump station replacement is located on the south side of East Main Street at the South Canal. There was a defunct pump station at this location which has not been in operable condition for the last 5-10 years. Staff and the City's consultant design engineer, West Yost, evaluated the reuse of this facility and determined that it was more economical to replace the pump station rather than upgrading the existing facility.

City Council approved Resolution 7244 on March 19, 2019 to award the construction contract for the NRP&PS to Myers & Sons Construction, LLC (Myers) in the amount of \$6,674,875 with a 10% contingency of up to \$667,488. The project was deemed substantially complete in October 2020, is currently in a prolonged close-out phase, and is expected to be taken to City Council for acceptance in August 2021. Though the construction project is taking longer to complete than expected and has encountered numerous unforeseen conditions, the project will be completed within the allotted budget.

Discussion:

Myers submitted a Claim, dated October 30, 2020, requesting \$368,208.25 for additional dewatering costs related to an alleged differing site condition on the Project. The City submitted a written response to Myers dated November 20, 2020, rejecting the Claim in its entirety. Myers, through its legal counsel, submitted a claim letter dated December 18, 2020, disputing the City's response and rejection. The City, through the City Attorney's office, submitted a written response to the Claim dated February 19, 2021, disputing the Claim and rejecting it in its entirety. On or about July 13, 2021, the Parties met and conferred and reached a resolution of the Claim for \$125,000, pending authorization by Council.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Settlement and Release Agreement for the North Regional Pond and Pump Station (NRP&PS), CIP 17-21, for an amount not to exceed \$125,000.

Prepared by: Chris Fong, Senior Associate Civil Engineer

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

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING CITY MANAGER TO EXECUTE SETTLEMENT AND RELEASE AGREEMENT FOR THE NORTH REGIONAL POND AND PUMP STATION (NRP&PS), CIP 17-21

WHEREAS, the City of Woodland, as owner, and Myers, as contractor, entered into a contract (“Contract”) to construct North Regional Pond and Pump Station CIP #17-21 (the “Project”); and

WHEREAS, Myers submitted a Request for Change Order – Final Costs of Differing Site Conditions Dewatering Pump Station dated October 30, 2020, requesting \$368,208.25 for additional dewatering related to an alleged differing site condition on the Project (“Change Order Request”); and

WHEREAS, the City submitted a written response to Myers dated November 20, 2020, rejecting the Change Order Request in its entirety; and

WHEREAS, Myers, through its legal counsel, submitted a claim letter dated December 18, 2020, disputing the City’s response and rejection of the Change Order Request (the “Claim”); and

WHEREAS, the City, through the City Attorney’s office, submitted a written response to the Claim dated February 19, 2021, disputing the Claim and rejecting it in its entirety;

WHEREAS, on or about July 13, 2021, the Parties met and conferred and reached a resolution of the Claim in the amount of \$125,000; and

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

Section 1. The City Council hereby authorizes the City Manager to execute a Settlement and Release Agreement with Myers for the NPR&PS, CIP #17-21, for an amount not to exceed \$125,000.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: F.15
SUBJECT: Agreements in furtherance of the Acquisition of Property from Costalotta Partners, LLC and Foundation for Excellence at Woodland Christian Schools for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22

Recommendation for Action: Staff recommends that the City Council (1) Adopt Resolution No. _____, approving a Dedication Agreement and Temporary Construction Easement Agreement with Costalotta Partners, LLC (“Costalotta”) for the acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; and (2) Adopt Resolution No. _____, approving a Purchase Agreement with Foundation for Excellence at Woodland Christian Schools (“WCS”) for the acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, and a separate Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with WCS in furtherance of the Pedestrian Overcrossing Project; and (3) Authorize the City Manager to execute the approved agreements and take all other actions necessary or appropriate in furtherance of the acquisition of the required property and implementation of the approved agreements.

Staff Contact

Sara Andreotti, Engineering Assistant, (530) 661-5951, sara.andreotti@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes \$5,610,000 in funding for the Sports Park Drive Pedestrian Overcrossing project consisting of \$3,660,000 in funding identified from Capital Projects (Fund 501), \$1,450,000 in funding from Southeast Area Infrastructure funds (Fund 593) and \$500,000 from the Road Development Fund (Fund 582). The Capital Projects funding is provided through approved Developer Agreements and is received as building permits are issued in the Spring Lake area.

The total cost for the acquisition of the property required from Costalotta and WCS is \$74,000. Additionally, Under the separate agreement with WCS, the City will reimburse WCS in a total amount not to exceed \$263,000 for the cost of certain improvements to be made by WCS in furtherance of the Project, and will pay additional compensation to WCS for certain impacts that the Project will have on their remainder property in a total amount of \$150,000. The total cost of the acquisition and related project costs contemplated in these agreements is therefore \$487,000. Funding for right-of-way acquisition for the Sports Park Drive Pedestrian Overcrossing Project is included in the Capital Program Budget, and the amounts allocated for the proposed agreements are within the budget for this Project.

Background

The complete project consists of the design and construction of a bicycle/pedestrian crossing over State Route 113 (SR-113) along the alignment of Sports Park Drive to Farmers Central Road. This project, along with planned Spring Lake development, will complete a bicycle/pedestrian connection along the south side of town from County Road 102 to East Street. This pathway is planned for a future extension from East Street to Ashley Avenue pending funding availability. This will provide enhanced connectivity for residents accessing existing north/south bike lane corridors throughout the City. This project will provide bicycle/pedestrian

access to the Community Center/Sports Park and to the growth areas on the east side of SR-113.

As part of the project is located within, and crossing over, the State of California right of way, the project will be completed under an encroachment permit with Caltrans.

The City Council approved plans and specifications for the project on June 15, 2021.

Discussion

City staff and the City's right-of-way agents (Bender Rosenthal, Inc.) negotiated agreements with the two individual property owners to acquire the necessary real property interests, obtained independent appraisals of the property interests to be acquired, and met with the City Council in closed session to review and seek direction on the price and terms of payment for the real property acquisitions. The terms of each of the transactions is described in more detail below.

Costalotta Partners, LLC

City staff and Costalotta have negotiated a Dedication Agreement, pursuant to which Costalotta is dedicating a fee interest in the property needed for the eastern portion of the Pedestrian Overcrossing to the City. Costalotta is dedicating this property at no cost, with the understanding that in the event that Costalotta receives development entitlements for its remainder property, which is located within the proposed Woodland Research and Technology Park Specific Plan area, Costalotta will receive impact fee credits for the value of the land being dedicated to the City. In the event that Costalotta does not receive development entitlements for its property within two years of the effective date of the Dedication Agreement, then the City will pay Costalotta the appraised fair market value of the dedicated property at that time. The City additionally is acquiring a separate temporary construction easement from Costalotta on property located adjacent to the dedicated property over land that is currently being farmed for a purchase price of \$11,000, which is consistent with the appraised fair market value for that temporary construction easement.

Foundation for Excellence at Woodland Christian Schools

1. Purchase Agreement

The City is additionally acquiring property needed for the western side of the Project pursuant to a Purchase Agreement with WCS. The property to be acquired includes a fee interest in property required for the abutment on the western portion of the Pedestrian Overcrossing, an aerial easement for the portion of the Pedestrian Overcrossing between the abutment and State Route 113, and a temporary construction easement. The total price for these property interests is \$63,000, which is consistent with the appraised fair market value for these property interests.

2. Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property

The Pedestrian Overcrossing will bisect the property currently owned by WCS, which is used for Woodland Christian School. The actual school facilities and parking lot are located to the north of the planned Pedestrian Overcrossing, while the school's athletic facilities are located to the south. Because the Project will split the property in this manner, there were a number of additional provisions that the City and WCS negotiated, both to further the implementation of the overall Project, and to address certain Project impacts on WCS's remaining property. To address these additional issues, the City and WCS have negotiated a separate agreement that

would allocate certain responsibilities between the City and WCS, compensate WCS for certain impacts to their remainder property, and provide for the exchange of certain property interests to facilitate the parties' respective interests moving forward. The terms of this Agreement include the following provisions:

A. The Agreement provides for the exchange of certain property interests between the City and WCS. The City owns a strip of property that runs parallel to the location of the proposed Pedestrian Overcrossing in fee, under which the City has existing utility easements. The City plans to convey its fee interest in this property to WCS, while retaining easements for access over the property and to its utilities. WCS will also convey additional new drainage, sewer and access easements across its remainder property for the benefit of the City.

B. The Agreement also requires that WCS construct certain improvements in furtherance of the Project. These include (i) the installation of a new driveway at the east leg of the Matmor Road/Sports Park Drive intersection that will serve as an access point for the City to both its utilities that run parallel to the Pedestrian Overcrossing and the abutment of the Pedestrian Overcrossing, and will provide WCS with access to its parking facilities; (ii) a wrought-iron fence to be constructed around the abutment of the Pedestrian Overcrossing (which WCS will maintain); and (iii) a walkway beneath the Pedestrian Overcrossing that will connect the northern and southern portions of the WCS property. WCS will be required to seek not less than three bids for each of these projects and the City will reimburse WCS for their actual costs incurred, in a total amount not to exceed \$263,000, which is equal to the anticipated cost of these improvements.

C. Finally, there are certain components of WCS's property that are impacted by the proposed Project, and the Agreement would provide additional compensation to WCS to address those impacts. First, the abutment fill of the western side of the Project will be installed on top of WCS's existing waterline, which will impact the long term use of that line, and require that it ultimately be replaced. The City has agreed to compensate WCS for the impacts to that waterline in the amount of \$33,000, which is based on the reasonable cost of replacing the waterline, based on today's costs. Second, the City has an existing access road that traverses over WCS's property adjacent to the proposed Project, and beneath that access road is a City water line. The access road is located to the south of WCS's existing parking area, and there is an area between the existing parking area and the access road that WCS plans to use to expand their parking. In order to use the middle area for additional parking, WCS could most easily lower the elevation of the access road which would allow for a consistent grade across the entirety of the property between the existing parking area and the access road. However, City utility staff does not want to lower the elevation of the access road in order to secure added protection for the underground water line. If the access road is to remain in place at its current elevation, WCS will either have to bring significant fill into the middle area of the property or construct a retaining wall adjacent to the access road if they are to utilize that portion of the property. Both of these options are very costly, and the City has agreed to compensate WCS for the cost of the impacts to this middle portion of the property in the amount of \$117,000, which is equal to the cost of adjusting the grade for the middle area of this property, in today's dollars. In exchange, WCS agrees to grant the City additional easement rights so that the elevation of the existing access road cannot be lowered.

With the approval of the two agreements with Costalotta Partners and the two agreements with Foundation for Excellence at Woodland Christian Schools, the City will have secured the property interests necessary to move forward with the Project.

Conclusion

Staff recommends that the City Council (1) Adopt Resolution No. _____, approving a Dedication Agreement and Temporary Construction Easement Agreement with Costalotta Partners, LLC ("Costalotta") for the

acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; and (2) Adopt Resolution No. _____, approving a Purchase Agreement with Foundation for Excellence at Woodland Christian Schools (“WCS”) for the acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, and a separate Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with WCS in furtherance of the Pedestrian Overcrossing Project; and (3) Authorize the City Manager to execute the approved agreements and take all other actions necessary or appropriate in furtherance of the acquisition of the required property and implementation of the approved agreements.

Prepared by: Sara Andreotti, Engineering Assistant
Ethan Walsh, City Attorney

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

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution_Costalotta, LLC
2. Resolution_Woodland Christian School
3. Costalotta Agreement
4. Woodland Christian School Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A DEDICATION AGREEMENT AND TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT WITH COSTALOTTA PARTNERS, LLC FOR THE
SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT CIP 17-22**

WHEREAS, the City of Woodland (“City”) is proceeding with a project to construct the Sports Park Pedestrian Overcrossing Project, CIP 17-22 (“Project”) and to do so must acquire certain interests in real property, including permanent road right-of-way easement and temporary construction easements, for the construction of the Project: and

WHEREAS, City staff and the City’s right-of-way agents (Bender Rosenthal, Inc.) negotiated agreements with Costalotta Partners, LLC to acquire certain necessary real property interests, obtained independent appraisals of the property interests to be acquired, and met with the City Council previously in closed session to review and seek direction regarding the price and terms of payment for the real property acquisitions; and

WHEREAS, the City Council wishes to approve a Dedication Agreement and a Temporary Construction Easement Agreement for the acquisition of certain property from Costalotta Partners that is a portion of Assessor’s Parcel No. 041-080-19; and

WHEREAS, the City Council directs and authorizes the execution of the necessary agreements and making of associated payments 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 a Dedication Agreement and Temporary Construction Easement Agreement for the Sports Park Pedestrian Overcrossing Project, CIP 17-22 with Costalotta Partners, LLC in the form as enclosed with this Resolution, subject to clarifying and confirming edits as may be approved by the City Manager in consultation with the City Attorney, provided that the amounts to be paid pursuant to the Agreements shall not change. The City Manager is hereby authorized and directed to execute the agreements and take all actions necessary or appropriate in furtherance and implementation of the approved agreements.

Section 2. A copy of the Agreements will be 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 City Council meeting held on the 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A PURCHASE AGREEMENT AND AN AGREEMENT REGARDING
RESPONSIBILITIES RELATED TO PEDESTRIAN OVERCROSSING PROJECT AND
EXCHANGE OF REAL PROPERTY WITH FOUNDATION FOR EXCELLENCE AT
WOODLAND CHRISTIAN SCHOOLS FOR THE SPORTS PARK DRIVE
PEDESTRIAN OVERCROSSING PROJECT CIP 17-22**

WHEREAS, the City of Woodland (“City”) is proceeding with a project to construct the Sports Park Pedestrian Overcrossing Project, CIP 17-22 (“Project”) and to do so must acquire certain interests in real property, including permanent road right-of-way easement and temporary construction easements, for the construction of the Project; and

WHEREAS, City staff and the City’s right-of-way agents (Bender Rosenthal, Inc.) negotiated agreements with Foundation for Excellence at Woodland Christian Schools (“WCS”) to acquire certain necessary real property interests, obtained independent appraisals of the property interests to be acquired, and met with the City Council previously in closed session to review and seek direction regarding the price and terms of payment for the real property acquisitions; and

WHEREAS, the City Council wishes to approve a Purchase Agreement for the acquisition of certain property from WCS that is a portion of Assessor’s Parcel No. 041-080-13, and a separate Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property, pursuant to which the parties agree to terms under which they will exchange certain property interests, WCS will undertake certain improvement work in connection with the Project, and the City will compensate WCS for certain impacts to their property as a result of the Project; and

WHEREAS, the City Council directs and authorizes the execution of the necessary agreements and making of associated payments 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 a Purchase Agreement and Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property for the Sports Park Pedestrian Overcrossing Project, CIP 17-22 with Foundation for Excellence at Woodland Christian Schools in the form as enclosed with this Resolution, subject to clarifying and confirming edits as may be approved by the City Manager in consultation with the City Attorney, provided that the amounts to be paid pursuant to the Agreements shall not change. The City Manager is hereby authorized and directed to execute the agreements and take all actions necessary or appropriate in furtherance and implementation of the approved agreements.

Section 2. A copy of the Agreements will be 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 City Council meeting held on the 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

DEDICATION AGREEMENT
PORTION OF APN 041-080-019 FOR SPORTS PARK PEDESTRIAN OVERCROSSING

This Agreement for Irrevocable Offer of Dedication (“Agreement”) is entered into this _____ day of _____, 2021 (“Effective Date”) by and among the City of Woodland, a California municipal corporation (“City”) and Costalotta Partners, LLC, a California Limited Liability Company (“Grantor”). The City and Grantor are sometimes referred to individually as a “Party,” or collectively “Parties.”

RECITALS

A. The City has approved the design and construction of a bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers Central Road (“Project”). The Project, along with planned Spring Lake development, will complete a bicycle/pedestrian connection along the south side of town from CR 102 to East Street. This pathway is planned for extension from East Street to Ashley Avenue. The Project will enable residents to access the existing north/south bike lane corridors throughout the City. The Project will provide bicycle/pedestrian access to the Community Center/Sports Park and to the growth areas on the east side of SR-113.

B. Grantor is the owner and developer of certain real property situated in the City of Woodland, County of Yolo commonly referred to as Tract No. _____ and also known as Assessor Parcel Number 041-080-019 (“**Property**”). The Property is more particularly described and depicted in the legal description and plat map attached hereto as Exhibit “A” and incorporated by reference herein.

C. The City requires a portion of the Property in fee and a temporary construction easement (“TCE”). The TCE will be the subject of a separate agreement. With respect to the fee interest, the City requires approximately 51,950 square feet in fee for the Project, which is described and depicted in Exhibit “B” hereto (“Dedication Property”).

D. The City is in the process of considering the Woodland Research and Technology Specific Plan (“Specific Plan”), the area of which includes the Property, and Grantor desires to proceed with development of the Property in accordance with the Specific Plan if it is adopted by the City. The parties acknowledge that the Project would be part of the infrastructure improvements that are required to be constructed as part of the implementation of the Specific Plan.

E. Grantor desires to dedicate the Dedication Property to the City on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the following mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEDICATION

- 1.1. Offer of Dedication. Grantor warrants that it is the owner in fee simple of the Property affected by the Agreement and that it has the exclusive right to grant the rights in this Agreement. Grantor shall execute, in a recordable form, a grant deed within thirty days after the Effective Date of this Agreement. The grant deed shall be in a form attached hereto as Exhibit "C" and incorporated by reference herein.
- 1.2. Acceptance of Dedication. City shall accept the Dedicated Property when title to said property vests free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - 1.2.1. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - 1.2.2. Covenants, conditions, restrictions and reservations of record, or contained in this Agreement.
 - 1.2.3. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - 1.2.4. Grantor(s) acknowledge that it is not aware of the presence of contamination on the property being acquired by the City. If the Dedication Property is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, the City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

2. CITY COMMITMENTS.

- 2.1. Subject to the City's express reservation of its discretion as explained in Section 17 of this Agreement, City agrees to consider in good faith and timely process any application for approval by the City Council and Planning Commission of the proposed development of the Property.
- 2.2. City acknowledges that it is in the process of the preparation and consideration of the Specific Plan, and as part of that process the City contemplates preparing and adopting a financing plan for the public infrastructure required for Specific Plan implementation. Subject to the City's express reservation of its discretion as explained in Section 17 of

this Agreement, City acknowledges that the Project is part of the infrastructure that will benefit the Specific Plan area. As such, in the event that the Specific Plan is approved, and Grantor subsequently receives entitlements for development of the Property in accordance with the Specific Plan, as part of the processing of such entitlements the City will duly consider providing credits for the dedication of the Dedicated Property in a manner consistent with the provision of credits for land dedications in accordance with the financing plan and any implementing policies or agreements adopted by the City.

- 2.3. In the event that Grantor does not receive entitlements for development of the Property within two years of the Effective Date, or City otherwise does not provide credits to Grantor for the dedication of the Dedicated Property as contemplated by Section 2.2, then the City will pay Grantor the fair market value of the Dedicated Property, as of the date of recordation of the Grant Deed for the Dedicated Property based on an appraisal to be conducted as set forth in this Section 2.3 (the "Appraised Price"). Upon written request by Grantor following expiration of the time for Grantor to receive entitlements as set forth herein, the City shall select an MAI appraiser to determine the fair market value of the Dedicated Property as of the date of recordation of the Grant Deed for the Dedicated Property. The selected appraiser shall be subject to approval by the Grantor, which approval shall not be unreasonably withheld. The appraiser's determination of the fair market value of the Dedicated Property as of the date of recordation of the Grant Deed for the Dedicated Property shall be the Appraised Price. The City will pay Grantor the Appraised Price within thirty (30) days of determination of the Appraised Price by the appraiser.
- 2.4. The City will pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by the City, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through an escrow with Placer Title Company, 30 West Main Street, Suite A, Woodland, CA 95695, Escrow # P-236643.

3. CITY RIGHT TO POSSESSION.

- 3.1. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Dedication Property by City, including the right to remove and dispose of improvements and to commence construction of the Project, shall begin when this Agreement is executed by both Parties and the Grant Deed is provided to Escrow for acceptance and recordation. This dedication includes, but is not limited to, full consideration for such possession and use, including damages related to the construction and public use of the Project, if any, from the date this Agreement's Effective Date.
- 3.2. City agrees that it shall indemnify, protect, defend and hold harmless Grantor from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, liens, or expenses of any kind or nature whatsoever, arising out of or resulting from any entry and/or activities upon the Dedication Property by the City, the City's agents, contractors and/or subcontractors.

The City's indemnification obligations set forth herein shall survive any termination of this Agreement.

4. **NO LEASES.** Grantor(s) warrants that there are no oral or written leases on all or any portion of the Dedication Property exceeding a period of one month, and the Grantor agrees to hold City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.
5. **ATTORNEYS' FEES.** If any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.
6. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. Further, this Agreement settles any and all disputes that the Parties may have had with one another with regard to the provision of drainage or detention facilities regarding the Property. No waiver or modification of this Agreement shall be binding unless consented to by both parties in writing.
7. **ASSIGNMENT / BENEFITS & BURDENS RUN WITH THE PROPERTY.** This Agreement shall be binding on the successors and assigns of the Parties. The benefits of this Agreement shall run with the Property of the respective parties, and the burdens of this Agreement shall run with the Property of the respective parties. City and Grantor shall disclose in any document selling, transferring, or conveying any interest (including any option) in the Property the existence of this Agreement, as well as the material terms of this Agreement.
8. **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 contractual rights by custom, estoppel, or otherwise.
9. **INVALIDITY AND 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.
10. **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. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.
12. **TIME OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

13. **NO THIRD PARTY BENEFICIARIES.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
14. **CONSTRUCTION; 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. 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.
15. **INCORPORATION OF EXHIBITS/ RECITALS.** The Recitals of this Agreement and the Exhibits attached hereto are hereby incorporated herein and made an operative part of this Agreement.
16. **AUTHORITY TO ENTER INTO AGREEMENT.** City and Grantor warrant that they have all the requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.
17. **CITY RESERVATION OF DISCRETION.** This Agreement confers no vested entitlements with respect to the development of the Property. This Agreement does not limit, in any way whatsoever, any authority the City may have to lawfully increase any development impact fee, change land use regulations, or otherwise lawfully exercise all powers available to the City pursuant to its police power, statutes, and judicial decision with respect to the Property. Nothing in this Agreement is intended to or shall be construed to limit the discretion of the City to consider the merits of any development application concerning the Property according to applicable law. Nothing in this Agreement shall authorize any development of the Specific Plan area before compliance with the Planning and Zoning Law, the City's municipal code, the California Environmental Quality Act (Public Resources Code § 21000 *et seq.* ["CEQA"]), the CEQA Guidelines (14 Cal. Code Reg. § 15000 *et seq.*), and other applicable laws, policies and procedures. The City expressly reserves its full legislative power and its consideration of the Specific Plan and consideration of mitigation measures or alternatives.
18. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this Dedication Agreement
(Portion of APN 041-080-019) as of the date first above written.

CITY OF WOODLAND
a California municipal corporation

GRANTOR
Costalotta Partners, LLC, a California Limited
Liability Company

By: _____
KEN HIATT
City Manager

By: _____
Name: _____
Title: _____

Attest:
By: _____
ANA B. GONZALEZ
City Clerk

Approved as to Form:

By: _____
ETHAN WALSH
City Attorney

EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

All that real property situate in Section 4, Township 9 North, Range 2 East, M.D.B & M., City of Woodland, County of Yolo, State of California, being a portion of PARCEL ONE of that certain GRANT DEED, recorded August 06, 2014, as Document Number 2014-0017422, Official Records of Yolo County, more particularly described as follows:

Beginning at a found 5/8" rebar on the easterly Right of Way line of State Highway Route 113, as shown on that certain Record of Survey, filed November 2, 2016 in Book 2016 of Maps, at Page 93, Official Records of Yolo County, which bears along said easterly Right of Way line, North 18°23'47" East, 2728.47 feet from a found 1" iron pipe marking the southwest corner of said PARCEL ONE, as shown on said Record of Survey; thence along said easterly Right of Way line, North 18°23'47" East, 17.89 feet to the intersection with the southerly line of Parcel Seven, described in that certain QUITCLAIM DEED, recorded February 20, 2009 as Document Number 2009-0004734, Official Records of Yolo County; thence leaving said easterly Right of Way line and along said southerly line, the following three (3) courses:

1. South 89°42'17" East, 212.84 feet,
2. South 00°52'43" West, 17.00 feet, and
3. South 89°42'17" East, 476.76 feet;

thence leaving said southerly line, South 78°59'23" West, 519.82 feet; thence South 83°51'36" West, 157.41 feet; thence North 68°37'24" West, 64.63 feet to a point on said easterly Right of Way line; thence along said easterly Right of Way line, North 18°23'47" East, 101.31 feet to the **Point of Beginning**.

Containing 1.19 acres or 51,950 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



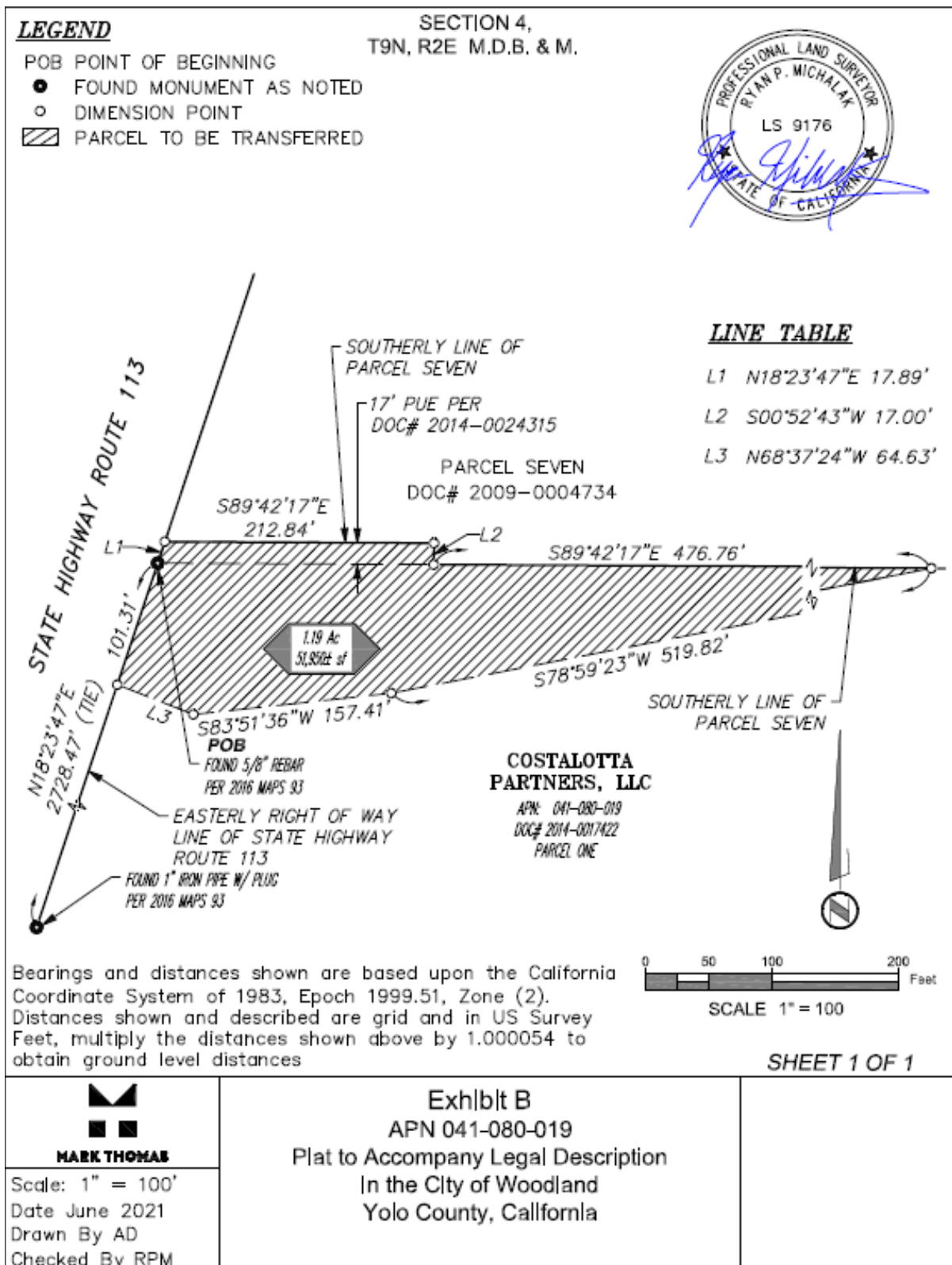
Ryan P. Michalak, PLS 9176



June 14, 2021

Date

EXHIBIT "B"



\\WOODLAND-SA-17160-SPORTS PARK POC-113\SURVEY\PRODUCTION FILES\LEGAL DESCRIPTIONS & PLATS\COSTALOTTA-PARTNERS,LLC-PLAT.DWG 2021-06-14 RMICHALAK

EXHIBIT "C"
Grant Deed

RECORDING REQUESTED BY:
CITY OF WOODLAND

**No fee document per
Government Code 6103 & 27383**

WHEN RECORDED MAIL TO:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

This space above for Recorder's Use Only

Portion of APN: 041-080-019

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and
27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
COSTALOTTA PARTNERS LLC, a California Limited Liability Company, hereinafter
referred to as "Grantor," hereby grants to the **CITY OF WOODLAND**, a California municipal
corporation, all of that real property in the County of Yolo, State of California, described in Exhibit
A and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

**COSTALOTTA PARTNERS, LLC, a
California Limited Liability Company**

Dated _____, 2021

By: _____

Name: _____

Its: _____

This conveyance is accepted by the undersigned on behalf of the City of Woodland pursuant to
City Council Resolution No. _____, adopted on _____, 2021.

Dated: _____

Signed: _____
Ana B. Gonzalez, City Clerk

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
PORTION OF APN: 041-080-019**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is dated as of _____, 2021, by and between Costalotta Partners, LLC, a California Limited Liability Company (“Grantor”), and the City of Woodland, a California municipal corporation (“City”), and is entered into with respect to the facts set forth in the following Recitals:

RECITALS

1. This Agreement affects certain real property owned by Grantor and legally described in Exhibit “A,” attached and incorporated herein by this reference (the “Property”).

2. City intends to construct a bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers Central Road as described by Sports Park Drive Pedestrian Overcrossing, CIP 17-22 (the “Project”) on the Property (the “Project”). In order to complete construction and installation of the Project on the Property, City will need to traverse, utilize and enter upon the Property.

3. Grantor and City desire to provide for a right of City and any party with whom City contracts or otherwise arranges for the construction of the Project (“Contractors”) to enter onto the Property for the purpose of constructing the Project on the Property, subject to the terms and conditions set forth in the Contract Documents for the Sports Park Drive Pedestrian Overcrossing, CIP 17-22.

4. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.

5. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

TERMS AND CONDITIONS

Section 1. **Grant of Easement.**

a. Grantor grants to City and its Contractors an easement in, upon, over and across the Property for ingress, egress, parking and all other activities reasonably related to the Project.

b. In entering upon the Property in performance of the Project, City shall reasonably minimize interference with, impairment of or disruption of the existing or future use,

enjoyment, occupancy and/or operation of the Property or any portion thereof by Grantor or any other person or entity using, occupying or operating the Property or any portion thereof. City and its Contractors shall perform the Project in an efficient and workmanlike manner. Any and all items or materials brought onto the Property by City or its Contractors pursuant to this Agreement, including without limitation, any and all equipment, machinery, wells, pipelines, structures or improvements, shall be and remain the personal property of City or its Contractors. No such items shall be left on the Property, except as may be reasonably necessary for customary performance of the Project. Grantor may be conducting construction activities and other business operations on the Property concurrently with City's performance of the Project. Grantor, City and its Contractors shall cooperate with each other in all reasonable respects to coordinate their work on the Property.

Section 2. **Purchase Price and Title.**

The purchase price for the Temporary Construction Easement is ELEVEN THOUSAND AND NO/100 CENTS (\$11,000.00). City shall deliver the purchase price promptly after delivery of the Temporary Construction Easement Deed.

Escrow agent shall deliver the purchase price to Grantor's good, marketable title and City shall pay all costs of recording fees incurred in this transaction.

Section 2. **Termination of Agreement.** This Agreement and the easement provided for herein shall terminate upon the earlier of: (1) completion of the Project and acceptance of the Project by City, evidenced by a written instrument executed by the authorized representative(s) of City, which acceptance shall not be unreasonably delayed; or (3) 12/31/2022. Upon the written request of the then current owner of the Property following termination of this Agreement in accordance with this Section 2, City shall execute a reasonable written quitclaim of City's interest in the Property created by this Agreement, in recordable form.

Section 3. **Restoration of Property.** Within thirty (30) days of termination of this Agreement as provided in Section 2, City shall restore any portion of the Property adversely physically affected by the Project to a condition as reasonably close as possible to the condition as it existed immediately prior to City's entry upon the Property for performance of the Project. City and its Contractors shall leave the Property in a neat, clean, safe and sightly condition. All such removal, repair and restoration work shall be completed by City or its Contractors in a good and workmanlike manner with reasonable diligence, in compliance with all applicable laws and regulations.

Section 4. **Indemnity.** City agrees to indemnify, defend, and hold harmless Grantor from and against any and all third party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses (collectively, a "Third Party Claim") that may be imposed on, incurred by or asserted against Grantor in connection with any negligence, willful misconduct or failure to act by City, its agents, contractors or employees relating to the use of the Property by City, its employees, agents or Contractors pursuant to this Agreement. Grantor agrees to indemnify, defend, and hold harmless City, its elected officials, officers, directors, employees, attorneys and agents ("City Indemnitees") from and against any and all Third Party

Claims that may be imposed on, incurred by or asserted against City Indemnitees in connection with any negligence, willful misconduct or failure to act by Grantor relating to the use of the Property by Grantor.

Section 5. **Notice to the Parties.** For the purpose of this Agreement, communications and notices between the parties shall be in writing and shall be deemed to have been given when actually delivered, if given by personal delivery or transmitted by overnight courier service, or if mailed, when deposited in the United States Mail, First Class, postage prepaid, return receipt requested and addressed as follows:

To Grantor: Costalotta Partners, LLC
PO Box 120
Woodland, CA 95776
Attn: Tim Beeman

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

Section 6. **Waiver.** No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act to be performed under this Agreement shall not be deemed to be an extension of the time for performance of any other obligation or act to be performed under this Agreement.

Section 7. **Attorney Fees.** If any action or suit by a party to this Agreement is brought against another party to this Agreement by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, any appeals therefrom, and enforcement of any judgment in connection therewith, including reasonable attorneys' fees.

Section 8. **Entire Agreement.** This Agreement (including all Exhibits attached to this Agreement) contains the final expression of, and the entire agreement between, the parties with respect to the subject matter of this Agreement and supersedes all prior understandings with respect to such subject matter. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Agreement.

Section 9. **Binding on Successors and Assigns.** This Agreement and each and every obligation contained herein shall be binding upon the parties' successors and assigns.

IN WITNESS WHEREOF, City and Grantor execute this Agreement by and through the signatures of their authorized representatives, as follow:

CITY OF WOODLAND,
a California municipal corporation

By: _____
KEN HIATT
City Manager

Attest:

ANA B. GONZALEZ
City Clerk

Approved as to Form:

ETHAN WALSH
City Attorney

GRANTOR,
Costalotta Partners, LLC, a California
Limited Liability Company

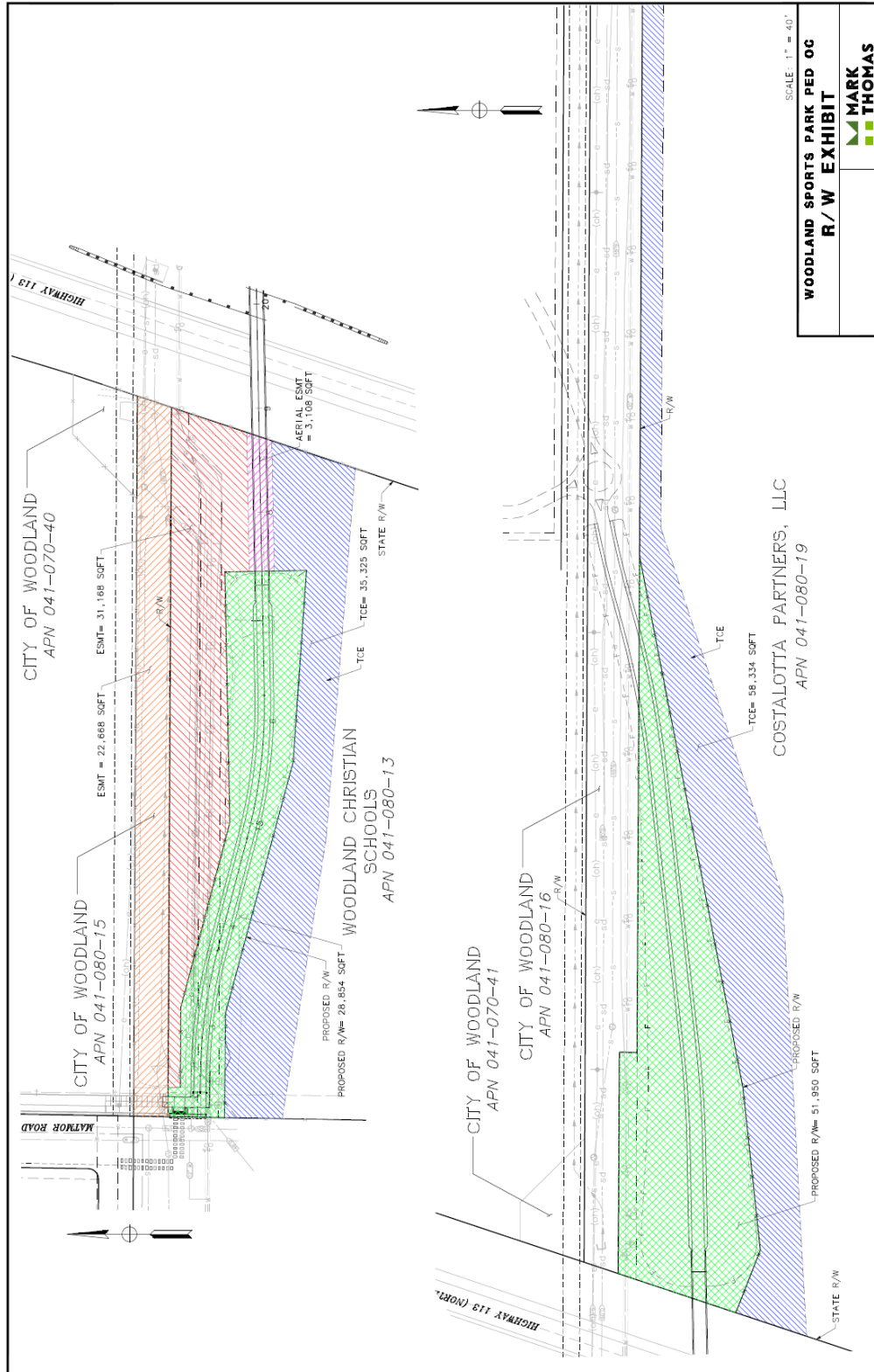
By: _____

Name: _____

Its: _____

EXHIBIT "A"

Legal Description of the Property



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the above TEMPORARY CONSTRUCTION EASEMENT AGREEMENT from COSTALOTTA PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, to the CITY OF WOODLAND, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the CITY OF WOODLAND, and the grantee consents to recordation thereof.

Dated: _____, 2021

CITY OF WOODLAND, a California
municipal corporation

By: _____

Its: _____

RECORDING REQUESTED BY:
CITY OF WOODLAND

**No fee document per
Government Code 6103 & 27383**

WHEN RECORDED MAIL TO:

City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

This space above for Recorder's Use Only

Portion of APN: 041-080-019

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COSTALOTTA PARTNERS LLC, a California Limited Liability Company**, hereinafter referred to as "Grantor," hereby grants to the **CITY OF WOODLAND**, a California municipal corporation, all of that real property in the County of Yolo, State of California, described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

**COSTALOTTA PARTNERS, LLC, a
California Limited Liability Company**

Dated _____, 2021

By: _____

Name: _____

Its: _____

This conveyance is accepted by the undersigned on behalf of the City of Woodland pursuant to City Council Resolution No. _____, adopted on _____, 2021.

Dated: _____

Signed: _____
Ana B. Gonzalez, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Section 4, Township 9 North, Range 2 East, M.D.B & M., City of Woodland, County of Yolo, State of California, being a portion of PARCEL ONE of that certain GRANT DEED, recorded August 06, 2014, as Document Number 2014-0017422, Official Records of Yolo County, more particularly described as follows:

Beginning at a found 5/8" rebar on the easterly Right of Way line of State Highway Route 113, as shown on that certain Record of Survey, filed November 2, 2016 in Book 2016 of Maps, at Page 93, Official Records of Yolo County, which bears along said easterly Right of Way line, North 18°23'47" East, 2728.47 feet from a found 1" iron pipe marking the southwest corner of said PARCEL ONE, as shown on said Record of Survey; thence along said easterly Right of Way line, North 18°23'47" East, 17.89 feet to the intersection with the southerly line of Parcel Seven, described in that certain QUITCLAIM DEED, recorded February 20, 2009 as Document Number 2009-0004734, Official Records of Yolo County; thence leaving said easterly Right of Way line and along said southerly line, the following three (3) courses:

1. South 89°42'17" East, 212.84 feet,
2. South 00°52'43" West, 17.00 feet, and
3. South 89°42'17" East, 476.76 feet;

thence leaving said southerly line, South 78°59'23" West, 519.82 feet; thence South 83°51'36" West, 157.41 feet; thence North 68°37'24" West, 64.63 feet to a point on said easterly Right of Way line; thence along said easterly Right of Way line, North 18°23'47" East, 101.31 feet to the **Point of Beginning**.

Containing 1.19 acres or 51,950 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Ryan P. Michalak, PLS 9176



June 14, 2021

Date

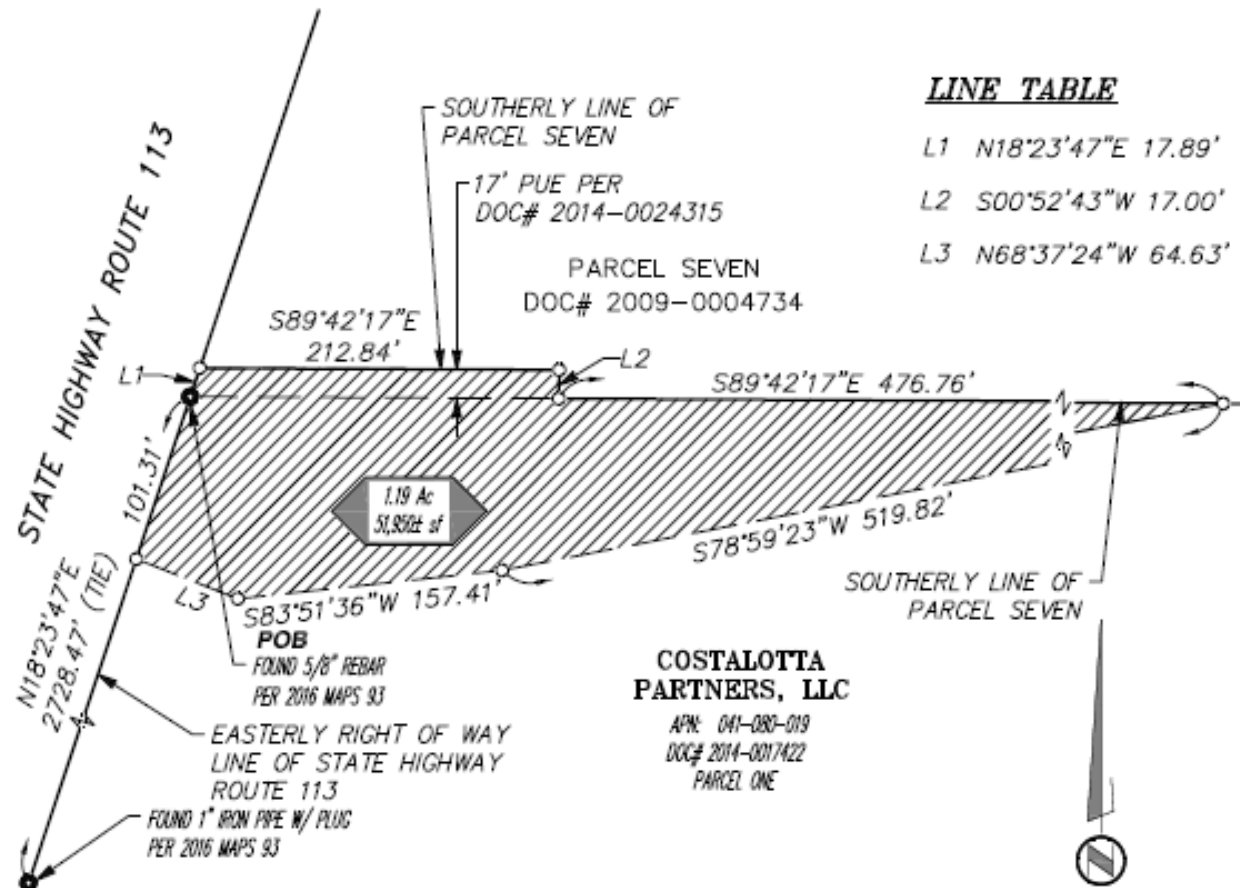
LEGEND

POB POINT OF BEGINNING

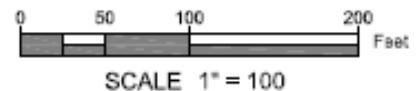
● FOUND MONUMENT AS NOTED

○ DIMENSION POINT

▨ PARCEL TO BE TRANSFERRED

SECTION 4,
T9N, R2E M.D.B. & M.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances

**SHEET 1 OF 1**

 MARK THOMAS Scale: 1" = 100' Date June 2021 Drawn By AD Checked By RPM	Exhibit B APN 041-080-019 Plat to Accompany Legal Description In the City of Woodland Yolo County, California	
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\\WOODLAND-SA-17160-SPORTS PARK POC-113\SURVEY\PRODUCTION FILES\LEGAL DESCRIPTIONS & PLATS\COSTALOTTA PARTNERS, LLC_PLAT.DWG 2021-06-14 RMICHALAK

Assessor Parcel No.	Owner	Site Address	Project
041-080-013	Foundation for Excellence at Woodland Christian Schools, a California nonprofit corporation	SEC of Matmor Road and Sports Park Drive, Woodland, CA 95776	Sports Park Drive to Farmers Central Road

PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **City of Woodland, a California municipal corporation (“CITY”)**, and **Foundation for Excellence at Woodland Christian Schools, a California nonprofit corporation (“GRANTOR”)**.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve CITY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) CITY requires property in Fee, Aerial Easement and a Temporary Construction Easement for the construction of a bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers central Road; a public use for which CITY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and CITY is compelled to acquire the property.
- (C) Both GRANTOR and CITY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
2. CITY shall:
 - (A) Pay the undersigned Grantor the sum of \$63,000 (SIXTY-THREE THOUSAND DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of CITY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.

- (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by CITY, the premium charged, therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 30 West Main Street, Suite A, Woodland, CA 95695. Escrow Number P-236641.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - (D) At no expense to GRANTOR and at the time of construction, CITY shall relocate and/or replace the existing perimeter fence to the new property line.
- 3. Permission is hereby granted the CITY or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clause 2(D) of this contract it will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
 - 4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to GRANTOR'S remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
 - 5. The amount cited in Clause 2(A) above includes payment for the Temporary Construction Easements needed for the purpose of providing access, a working area for construction of a bicycle/pedestrian crossing, and any associated construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to CITY and its authorized agents to enter upon GRANTOR's land on Assessor's Parcel Number 041-080-013 within those areas shown on the attached map for undertaking and facilitating the work described herein and the construction of the City's Project. Said Temporary Construction Easement shall become effective upon CITY's deposit of funds into escrow in the amount of the purchase price and shall terminate upon completion of construction, or in any event no later than 18-Months from the effective date.
 - 6. Permission is hereby granted the CITY or its authorized agent to enter upon GRANTOR's land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction easement, for the purpose of construction of sidewalks, re-grading the area, and constructing a new road approach located within the Temporary Construction Easement Area, and provide a working area for the widening and construction of the Sports Park Drive Pedestrian Overcrossing, CIP 17-22.

7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by CITY, including the right to remove and dispose of improvements, shall commence on acceptance of this contract by CITY and upon deposit of funds into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
8. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by CITY for their roadway improvement project.
9. CITY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of CITY's operations under this agreement. GRANTOR further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the CITY will, at its option, either repair or pay for such damage to return property to like before construction condition.
10. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold the CITY harmless and reimburse the CITY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by GRANTOR, prior to the close of escrow.
11. It is agreed between the parties hereto that the CITY in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellations of such assessments. The assessments remain the obligation of the GRANTOR and, as between the CITY and the GRANTOR no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
12. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, CITY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
13. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

SIGNATURE PAGE FOLLOWS

No Obligation Other Than Those Set Forth Herein Will Be Recognized

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement (Portion of APN 041-080-013) as of this date of _____ 2021

CITY OF WOODLAND

a California municipal corporation

GRANTOR

Foundation for Excellence at Woodland Christian Schools, a California nonprofit corporation

By: _____
KEN HIATT
City Manager

By: _____s

Name: _____

Title: _____

Attest:

By: _____
ANA B. GONZALEZ
City Clerk

Approved as to Form:

By: _____
ETHAN WALSH
City Attorney

EXHIBIT A

RECORDING REQUESTED BY:
CITY OF WOODLAND

**No fee document per
Government Code 6103 & 27383**

WHEN RECORDED MAIL TO:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

This space above for Recorder's Use Only

Portion of APN: 041-080-013

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS, a California nonprofit corporation** hereinafter referred to as "Grantor," hereby grants to the **CITY OF WOODLAND**, a California municipal corporation, all of that real property in the County of Yolo, State of California, described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

**Foundation for Excellence at Woodland
Christian Schools, a California nonprofit
corporation**

Dated _____, 2021

By: _____

Name: _____

Its: _____

This conveyance is accepted by the undersigned on behalf of the City of Woodland pursuant to City Council Resolution No. _____, adopted on _____, 2021.

Dated: _____

Signed: _____

Ana B. Gonzalez, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Section 4, Township 9 North, Range 2 East, M.D.B & M., City of Woodland, County of Yolo, State of California, being a portion of TRACT TWO of that certain GRANT DEED, recorded June 30, 2009, as Document Number 2009-0020953-00, Official Records of Yolo County, more particularly described as follows:

Commencing at a found 2 1/2" Brass Disk in monument well, marking the Construction Centerline intersection of Sports Park Drive with the centerline of Matmor Road, as shown on that certain FINAL MAP OF SUBDIVISION MAP NO. 4675, filed April 19, 2011 in Book 2011 of Maps at Pages 13-21, Official Records of Yolo County, which bears along said centerline of Matmor Road, South 01°00'36" West, 662.63 feet from a found 2 1/2" Brass Disk in monument well, marking the intersection with the centerline of Hadley Drive, as shown on said FINAL MAP; thence South 14°54'43" East, 63.10 feet to a point on the westerly line of said GRANT DEED, also being the southwest corner of that certain EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, recorded September 24, 2010 as Document Number 2010-0027155-00, Official Records of Yolo County, and the **Point of Beginning**; thence leaving said westerly line and along the southerly line of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, South 89°00'57" East, 21.23 feet to the southeast corner of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES; thence leaving said southerly line and along the easterly line of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, North 00°58'26" East, 24.86 feet; thence leaving said easterly line, South 89°47'42" East, 83.82 feet; thence South 75°07'14" East, 183.82 feet; thence North 88°52'54" East, 241.15 feet; thence South 01°02'32" East, 78.47 feet; thence North 86°00'56" West, 184.84 feet; thence North 74°54'37" West, 249.33 feet; thence North 89°24'35" West, 55.50 feet; thence South 57°31'09" West, 18.33 feet; thence North 89°24'35" West, 30.00 feet to said westerly line of said GRANT DEED; thence along said westerly line, North 00°50'36" East, 27.97 feet to the **Point of Beginning**.

Containing 0.65 acres or 28,368 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Ryan P. Michalak, PLS 9176



June 24, 2021

Date

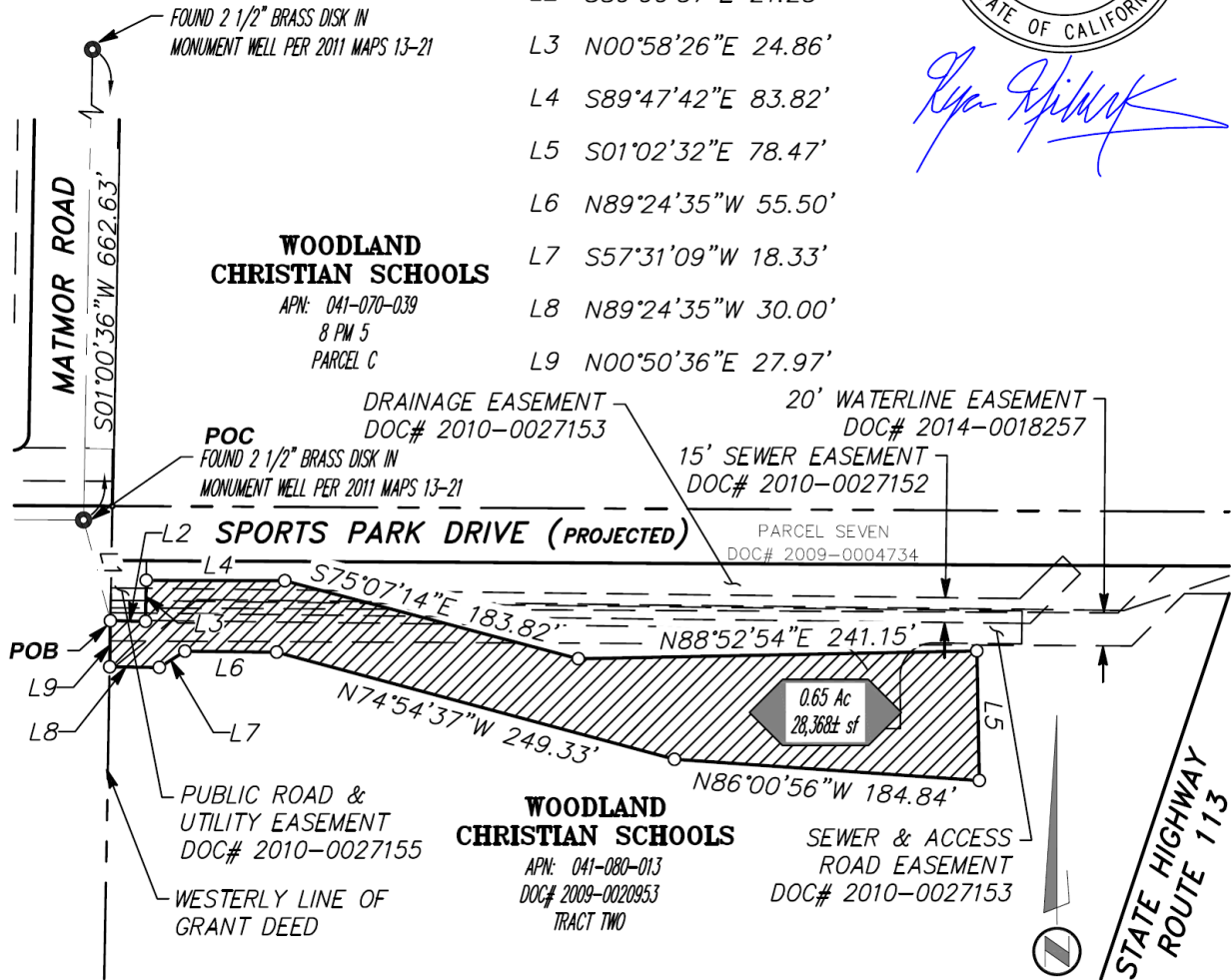
LEGEND

- POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ PARCEL TO BE TRANSFERRED

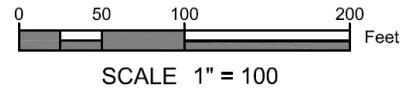
SECTION 4,
T9N, R2E M.D.B. & M.

LINE TABLE

- L1 S14°54'43"E 63.10' (TIE)
L2 S89°00'57"E 21.23'
L3 N00°58'26"E 24.86'
L4 S89°47'42"E 83.82'
L5 S01°02'32"E 78.47'
L6 N89°24'35"W 55.50'
L7 S57°31'09"W 18.33'
L8 N89°24'35"W 30.00'
L9 N00°50'36"E 27.97'



Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances



SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 100'
Date June 2021
Drawn By AD
Checked By RPM

Exhibit B
APN 041-080-013
Plat to Accompany Legal Description
In the City of Woodland
Yolo County, California

EXHIBIT B

RECORDING REQUESTED BY:
CITY OF WOODLAND

**No fee document per
Government Code 6103 & 27383**

WHEN RECORDED MAIL TO:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

This space above for Recorder's Use Only

Portion of APN: 041-080-013

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

Aerial Easement Deed

FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS, a California nonprofit corporation, hereinafter called GRANTOR, hereby grants to the **City of Woodland**, a California municipal corporation, hereinafter called CITY, an easement and right of way for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead pedestrian overcrossing for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure), together with all abutter's rights of access to and from GRANTOR's remaining property to the Structure, being upon, under, over and across that real property in the unincorporated area, County of Yolo , state of California, described as follows:

See Exhibits "A" and "B" attached

ALSO, TOGETHER with non-exclusive right of access to the easement and right of way described herein for the purpose of inspecting, maintaining, retrofitting and repairing the Structure and for inspecting the uses made of the land under the Structure by way of such passageways as may now or hereafter exist on GRANTOR's remaining property; provided, however, that CITY's exercise of such right of access shall not unreasonably interfere with GRANTOR's use of such passageways.

ALSO RESERVING unto GRANTOR, its successors and assigns, the general right to use and enjoy the area of land under the Structure described herein. The general right to use and enjoy the land by GRANTOR, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement described herein which would impair the full use and safety of the Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land within the easement described herein for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto the land except in such quantities as are normally required for the maintenance operations of occupants of the land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the CITY as to the safety and compatibility with the easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.
3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of the structure or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the structure described herein. CITY shall be given the opportunity to review and approve plans for any construction within the easement area 60 days prior to the construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 30 feet (measured horizontally) of the sides of the structure without the express written approval of the CITY. CITY shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from the land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of the structure constructed on the lands.

The GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, or maintenance of the highway.

SIGNATURE PAGE TO FOLLOW

**Foundation for Excellence at Woodland
Christian Schools, a California nonprofit
corporation**

Dated _____, 2021

By: _____

Name: _____

Its: _____

This conveyance is accepted by the undersigned on behalf of the City of Woodland pursuant to City Council Resolution No. _____, adopted on _____, 2021.

Dated: _____

Signed: _____

Ana B. Gonzalez, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Section 4, Township 9 North, Range 2 East, M.D.B & M., City of Woodland, County of Yolo, State of California, being a portion of TRACT TWO of that certain GRANT DEED, recorded June 30, 2009, as Document Number 2009-0020953-00, Official Records of Yolo County, more particularly described as follows:

Commencing at a found 2 1/2" Brass Disk in monument well, marking the Construction Centerline intersection of Sports Park Drive with the centerline of Matmor Road, as shown on that certain FINAL MAP OF SUBDIVISION MAP NO. 4675, filed April 19, 2011 in Book 2011 of Maps at Pages 13-21, Official Records of Yolo County, which bears along said centerline of Matmor Road, South 01°00'36" West, 662.63 feet from a found 2 1/2" Brass Disk in monument well, marking the intersection with the centerline of Hadley Drive, as shown on said FINAL MAP; thence South 14°54'43" East, 63.10 feet to a point on the westerly line of said GRANT DEED, also being the southwest corner of that certain EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, recorded September 24, 2010 as Document Number 2010-0027155-00, Official Records of Yolo County; thence leaving said westerly line and along the southerly line of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, South 89°00'57" East, 21.23 feet to the southeast corner of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES; thence leaving said southerly line and along the easterly line of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, North 00°58'26" East, 24.86 feet; thence leaving said easterly line, South 89°47'42" East, 83.82 feet; thence South 75°07'14" East, 183.82 feet; thence North 88°52'54" East, 241.15 feet to the **Point of Beginning**; thence South 01°02'32" East, 78.47 feet; thence North 88°52'50" East, 114.35 feet to the westerly Right of Way line of State Highway Route 113, as described in that certain GRANT DEED, recorded April 22, 1987 in Book 1852, Page 186, Official Records of Yolo County; thence along said westerly Right of Way line, North 18°23'47" East, 83.25 feet; thence leaving said westerly Right of Way line, South 88°52'50" West, 142.06 feet to the **Point of Beginning**.

Containing 0.23 acres or 10,060 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Ryan P. Michalak, PLS 9176



June 24, 2021

Date

LEGEND

- POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
● FOUND MONUMENT AS NOTED
○ DIMENSION POINT
▨ PARCEL TO BE TRANSFERRED

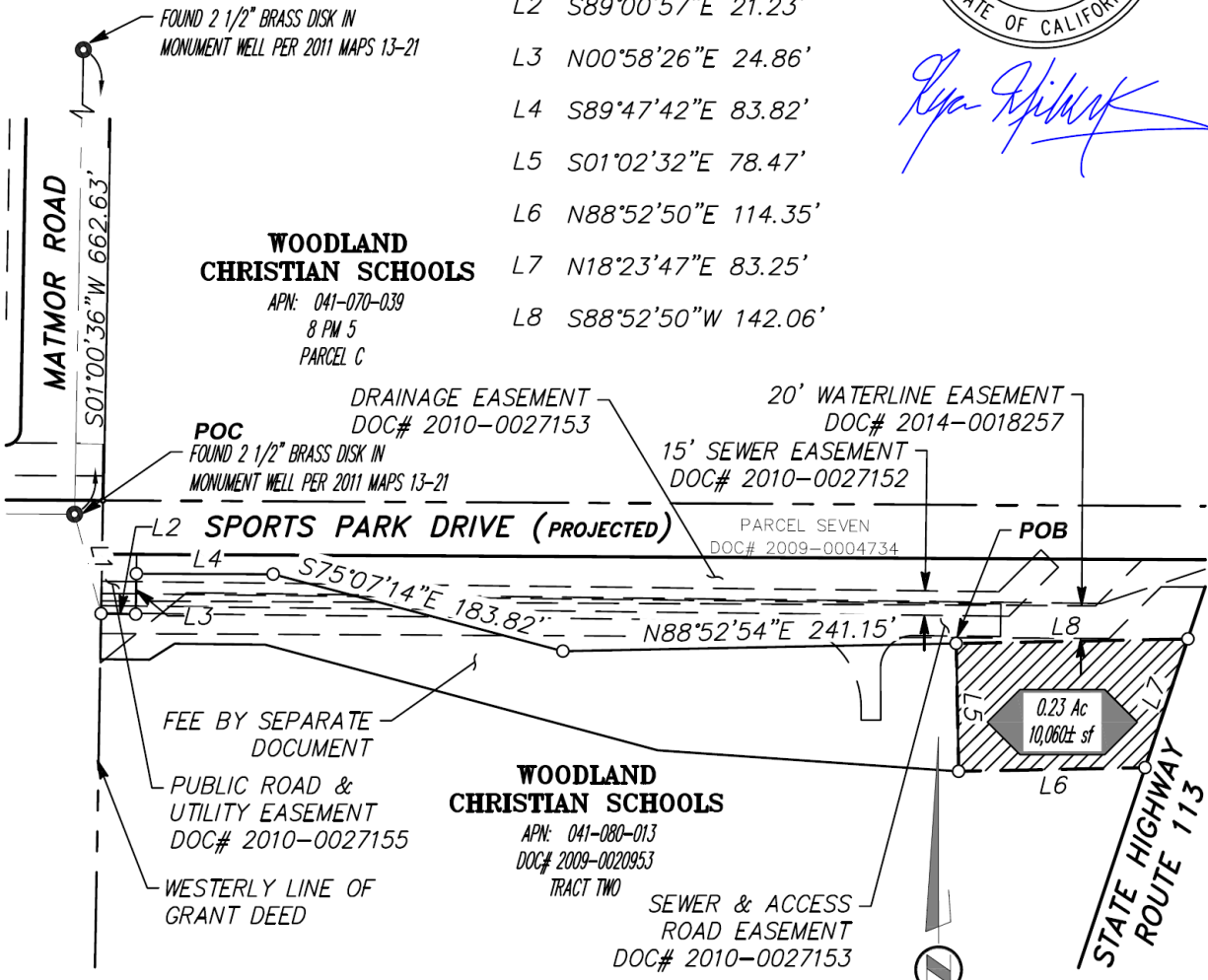
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T9N, R2E M.D.B. & M.

LINE TABLE

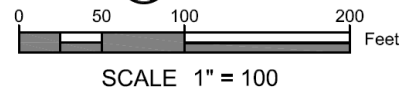
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Ryan P. Michalak



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SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 100'
Date June 2021
Drawn By AD
Checked By RPM

Exhibit B
APN 041-080-013
Plat to Accompany Legal Description
In the City of Woodland
Yolo County, California

Page 203



RECORDING REQUESTED BY:
CITY OF WOODLAND

**No fee document per
Government Code 6103 & 27383**

WHEN RECORDED MAIL TO:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

This space above for Recorder's Use Only

Portion of APN: 041-080-013

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GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS, a California nonprofit corporation** hereinafter referred to as "Grantor," hereby grants to the **CITY OF WOODLAND**, a California municipal corporation, all of that real property in the County of Yolo, State of California, described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein by reference.

**Foundation for Excellence at Woodland
Christian Schools, a California nonprofit
corporation**

Dated _____, 2021

By: _____

Name: _____

Its: _____

This conveyance is accepted by the undersigned on behalf of the City of Woodland pursuant to City Council Resolution No. _____, adopted on _____, 2021.

Dated: _____

Signed: _____

Ana B. Gonzalez, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

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EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Section 4, Township 9 North, Range 2 East, M.D.B & M., City of Woodland, County of Yolo, State of California, being a portion of TRACT TWO of that certain GRANT DEED, recorded June 30, 2009, as Document Number 2009-0020953-00, Official Records of Yolo County, more particularly described as follows:

Commencing at a found 2 1/2" Brass Disk in monument well, marking the Construction Centerline intersection of Sports Park Drive with the centerline of Matmor Road, as shown on that certain FINAL MAP OF SUBDIVISION MAP NO. 4675, filed April 19, 2011 in Book 2011 of Maps at Pages 13-21, Official Records of Yolo County, which bears along said centerline of Matmor Road, South 01°00'36" West, 662.63 feet from a found 2 1/2" Brass Disk in monument well, marking the intersection with the centerline of Hadley Drive, as shown on said FINAL MAP; thence South 14°54'43" East, 63.10 feet to a point on the westerly line of said GRANT DEED, also being the southwest corner of that certain EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, recorded September 24, 2010 as Document Number 2010-0027155-00, Official Records of Yolo County, and the **Point of Beginning**; thence leaving said westerly line and along the southerly line of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, South 89°00'57" East, 21.23 feet to the southeast corner of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES; thence leaving said southerly line and along the easterly line of said EASEMENT FOR PUBLIC ROADWAY AND PUBLIC UTILITIES, North 00°58'26" East, 24.86 feet; thence leaving said easterly line, South 89°47'42" East, 83.82 feet; thence South 75°07'14" East, 183.82 feet; thence North 88°52'54" East, 241.15 feet; thence South 01°02'32" East, 78.47 feet; thence North 86°00'56" West, 184.84 feet; thence North 74°54'37" West, 249.33 feet; thence North 89°24'35" West, 55.50 feet; thence South 57°31'09" West, 18.33 feet; thence North 89°24'35" West, 30.00 feet to said westerly line of said GRANT DEED; thence along said westerly line, North 00°50'36" East, 27.97 feet to the **Point of Beginning**.

Containing 0.65 acres or 28,368 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Ryan P. Michalak, PLS 9176



June 24, 2021

Date

[Handwritten signature]

Page 208

RECORDING REQUESTED BY:
CITY OF WOODLAND

**No fee document per
Government Code 6103 & 27383**

WHEN RECORDED MAIL TO:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

This space above for Recorder's Use Only

Portion of APN: 041-080-013

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

Aerial Easement Deed

FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS, a California nonprofit corporation, hereinafter called GRANTOR, hereby grants to the **City of Woodland**, a California municipal corporation, hereinafter called CITY, an easement and right of way for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead pedestrian overcrossing for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure), together with all abutter's rights of access to and from GRANTOR's remaining property to the Structure, being upon, under, over and across that real property in the unincorporated area, County of Yolo , state of California, described as follows:

See Exhibits "A" and "B" attached

ALSO, TOGETHER with non-exclusive right of access to the easement and right of way described herein for the purpose of inspecting, maintaining, retrofitting and repairing the Structure and for inspecting the uses made of the land under the Structure by way of such passageways as may now or hereafter exist on GRANTOR's remaining property; provided, however, that CITY's exercise of such right of access shall not unreasonably interfere with GRANTOR's use of such passageways.

ALSO RESERVING unto GRANTOR, its successors and assigns, the general right to use and enjoy the area of land under the Structure described herein. The general right to use and enjoy the land by GRANTOR, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement described herein which would impair the full use and safety of the Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land within the easement described herein for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto the land except in such quantities as are

normally required for the maintenance operations of occupants of the land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the CITY as to the safety and compatibility with the easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of the structure or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the structure described herein. CITY shall be given the opportunity to review and approve plans for any construction within the easement area 60 days prior to the construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 30 feet (measured horizontally) of the sides of the structure without the express written approval of the CITY. CITY shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from the land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of the structure constructed on the lands.

The GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, or maintenance of the highway.

SIGNATURE PAGE TO FOLLOW

**Foundation for Excellence at Woodland
Christian Schools, a California nonprofit
corporation**

Dated _____, 2021

By: _____

Name: _____

Its: _____

This conveyance is accepted by the undersigned on behalf of the City of Woodland pursuant to City Council Resolution No. _____, adopted on _____, 2021.

Dated: _____

Signed: _____

Ana B. Gonzalez, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in Section 4, Township 9 North, Range 2 East, M.D.B & M., City of Woodland, County of Yolo, State of California, being a portion of TRACT TWO of that certain GRANT DEED, recorded June 30, 2009, as Document Number 2009-0020953-00, Official Records of Yolo County, more particularly described as follows:

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Containing 0.23 acres or 10,060 square feet, more or less.

Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Ryan P. Michalak, PLS 9176



June 24, 2021

Date

LEGEND

POB POINT OF BEGINNING

POC POINT OF COMMENCEMENT

● FOUND MONUMENT AS NOTED

○ DIMENSION POINT

▨ PARCEL TO BE TRANSFERRED

SECTION 4,
T9N, R2E M.D.B. & M.**LINE TABLE**

L1 S14°54'43"E 63.10' (TIE)

L2 S89°00'57"E 21.23'

L3 N00°58'26"E 24.86'

L4 S89°47'42"E 83.82'

L5 S01°02'32"E 78.47'

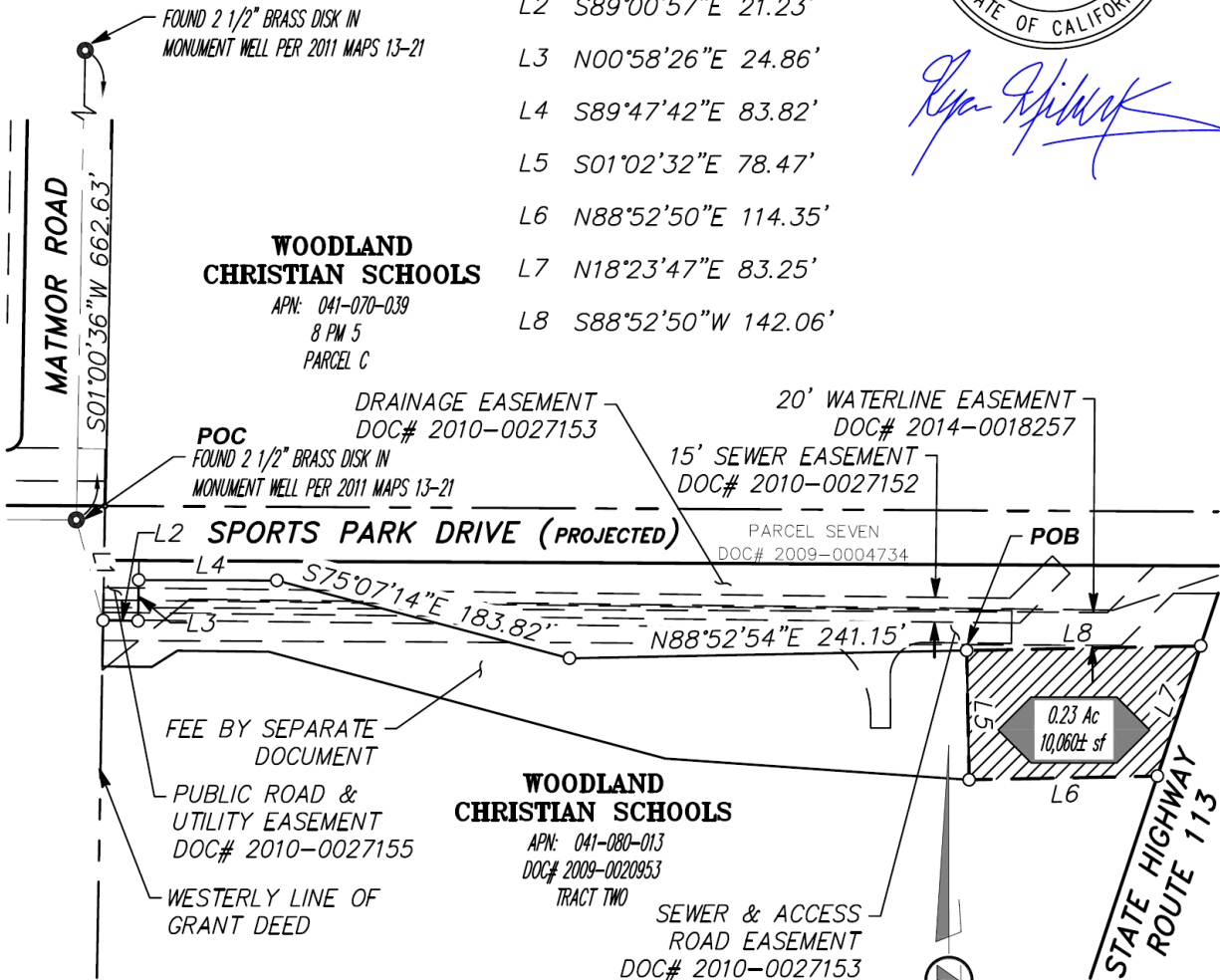
L6 N88°52'50"E 114.35'

L7 N18°23'47"E 83.25'

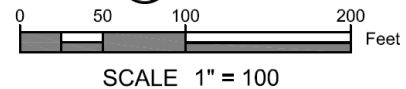
L8 S88°52'50"W 142.06'



Ryan P. Michalak



Bearings and distances shown are based upon the California Coordinate System of 1983, Epoch 1999.51, Zone (2). Distances shown and described are grid and in US Survey Feet, multiply the distances shown above by 1.000054 to obtain ground level distances

**SHEET 1 OF 1****MARK THOMAS**

Scale: 1" = 100'
Date June 2021
Drawn By AD
Checked By RPM

Exhibit B
APN 041-080-013
Plat to Accompany Legal Description
In the City of Woodland
Yolo County, California

ESCROW INSTRUCTIONS

Eric Seastrom
Placer Title Company
30 West Main Street
Woodland, CA 95695

City of Woodland
Project: Sports Park Drive Pedestrian Overcrossing Project
Owner: Foundation for Excellence at Woodland Christian
Schools
APN: 041-080-013
Escrow Number: P-236641

Dear Mr. Seaston:

This escrow will be closed in accordance with the Right of Way Contract executed by Foundation for Excellence at Woodland Christian Schools, a California nonprofit corporation ("Seller") and City of Woodland, a California municipal corporation ("Buyer"). The following items have been checked to indicate the method in which this escrow is to be closed:

The sale price of this transaction is \$63,000.00

- X Enclosed is a warrant in the sum of \$63,000.00
- X Enclosed is Grant Deed, Aerial Easement with attached Certificate of Acceptance and a copy of the Right of Way Contract.
- X Any taxes due shall be paid current from this escrow.
- X Policy of Title Insurance shall be issued in the amount of \$57,700.00

Proceeds from this transaction are to be sent to 1787 Matmor Drive, Woodland, CA 95776

You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the City of Woodland, a California municipal corporation, as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number P-236641, dated June 2, 2021.

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY

Item No./Description	Justification
1 Taxes and Assessments for 2021-2022	Taxes to be current
2 Taxes and Assessments for 2017-2018	Taxes to be current
5 Yolo County Flood Control	Said rights will not conflict with City's use
6 State of CA – Abutter's Rights Release and Relinquishment	Said rights will not conflict with City's use
10 City of Woodland- Road Easement	Said rights will not conflict with City's use
11 City of Woodland- Sewer Pipeline Easement	Said rights will not conflict with City's use
12 City of Woodland- Drainage Canal Easement	Said rights will not conflict with City's use
13 City of Woodland- Roadway Easement	Said rights will not conflict with City's use
14 City of Woodland- Water Pipeline Easement	Said rights will not conflict with City's use

THE FOLLOWING EXCEPTION(S) MAY NOT APPEAR IN THE TITLE POLICY:

Item No./Description	Justification
3 Lien of supplemental taxes	To be removed
4 PG&E – Easement	To be removed; located outside acquisition area
7 Beeman – Drainage Easement	To be removed; located outside acquisition area
8 Deed of Trust	Partial Reconveyance and Subordination to Easement to be obtained prior to close of escrow
9 Memorandum of Option -Morgan	Quitclaim to be secured prior to closed of escrow

Buyer will pay for all costs of escrow and the policy of title insurance. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Rebekah Green at the close of escrow. If you have any questions or require further information, please contact Rebekah at 916-978-4900 or via email at r.green@benderrosenthal.com.

INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to Bender Rosenthal Inc, Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, less any demands for liens, judgments, delinquent taxes, and/or utilities, delinquent child support, and/or alimony, or encumbrances.

Grantor: Foundation for Excellence at Woodland Christian Schools, a California nonprofit corporation

By: _____

Name: _____

Its: _____

Grantee: City of Woodland, a California municipal corporation

By: _____

KEN HIATT
City Manager



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: G.16
SUBJECT: Zoning Amendment - Specialty Retail and Tasting Rooms in all Districts of the Downtown Specific Plan

Recommendation for Action: Staff recommends that the City Council take action on the following: (1) receive the staff report; (2) hold a public hearing; (3) adopt Resolution No. _____, amending the Downtown Specific Plan to allow specialty retail and tasting rooms as an accessory use in all districts of the Downtown Specific Plan.

Staff Contact:

Anna Canales, Assistant Planner, (530) 661-5819, anna.canales@cityofwoodland.org

Fiscal Impact:

No fiscal impact. The applicant has paid for all processing costs associated with this application.

Report in Brief:

The City has received a request by applicant J.D. Morgan Revocable Trust to amend the Downtown Specific Plan to conditionally allow specialty retail and a tasting room in District C of the Downtown Specific Plan.

In response, Staff evaluated each of the five Downtown Specific Plan districts to determine compatibility with the proposed tasting room land use to identify what amendments could be considered to add some level of flexibility to the existing policy document to support downtown businesses.

Wine tasting is not currently allowed in District C where the applicant's building is located and as a result, the applicant will first facilitate the request to amend the Downtown Specific Plan (the subject of the staff report). If City Council approves the requested specific plan amendments, staff will then be able to act on a subsequent application for the property in conformance to the new requirements. City Council will only be acting on the overall Downtown Plan Amendment and not on the specific property approval which will be conducted through a staff-level Zoning Administrator Permit application review process.

At its meeting held July 1, 2021, the City of Woodland Planning Commission passed a by a unanimous vote (7-0) a motion recommending City Council approve the project as stated above.

Background:

The Woodland Downtown Specific Plan was originally adopted in 1993 to facilitate the maintenance and development of a vibrant Downtown area that provides a variety of shopping, dining, and entertainment opportunities. Due to its age, the Specific Plan is slated to be incorporated into the zoning code as part of the City overall Comprehensive Zoning Update. While the City is looking at potentially expanding uses and flexibility in the Downtown as part of the Comprehensive Zoning Update, the planning division has been approached by businesses such as J.D. Morgan to address some of these changes in the interim as a way to support local businesses in the Downtown.

Winetasting businesses are permitted within the Downtown Specific Plan area, but only in District A with a

Conditional Use Permit. Retail stores and shops are permitted within the Downtown Specific Plan area within Districts A, B, D, and E.

The Downtown Plan area incorporates the central core of the City of Woodland bounded approximately by Cleveland Street on the west, North Street on the north, East Street on the east, and Lincoln Avenue on the south. Currently, the area encompassed by the plan is divided into Districts A, B, C, D, and E with each district having unique characteristics related to form, use, and historic significance.

District A - Main Street. This district covers the Main Street corridor and adjacent land that has a strong relation to Main Street. Due to the length and diverse opportunities within this district, it was divided further into four smaller areas referred to as Districts A1, A2, A3, and A4.

District B – Government Center. This district is centered along Court Street and includes City Hall, the County Courthouse and County administrative buildings, and the main library.

District C - Transition District. The land in this district serves as a transition between the Downtown and adjacent residential areas. The Transition District is dominated by office uses in converted residential structures, residential, some light industrial and institutional uses.

District D - Mixed Use District. This area, located on the north side of Lincoln Avenue, includes a diverse mix of land uses, including light industrial, office, residential, and institutional uses.

District E - Gateway. District E predominantly consists of light industrial uses and underutilized/vacant land.

Staff evaluated each of the five Downtown Specific Plan districts to determine compatibility with the proposed tasting room land use to identify what amendments could be considered to add some level of flexibility to the existing policy document to support downtown businesses.

Discussion:

As previously stated, the applicant approached the City with a request to utilize a building owned by J.D. Morgan 2017 Revocable Trust to market and sell locally sourced and produced wines under the owner's label. The property is located at 630 Lincoln Avenue and formerly was used as a social club for many years. The project applicant has stated the proposed tasting room will operate as an accessory use to the proposed retail sales of wine and specialty food. As part of the tasting experience, the business may serve limited appetizers or food, however the principal use of the business would be retail sales.

Winetasting is currently only allowed in District A with a conditional use permit which requires public noticing and hearing before the Planning Commission. Districts B, C, D, and E do not allow winetasting. Further, retail stores and shops are permitted in all districts except District C.

When evaluating restaurants that can serve beer and wine it was found that all of the Districts except District C allow the use with no additional performance standards. The use is conditionally allowed in District C if all performance standards are met.

Table 1. Existing Requirements for Restaurants and Winetasting in the Downtown Specific Plan Area

Land Use	Districts
----------	-----------

	A	B	C	D	E
Restaurants			O		
Winetasting	C				
I- Allowed use					
O- Allowed use if consistent with Performance Standards					
C- Requires Review through a Conditional Use Permit Process					

In considering the request and assessment of uses that would benefit and be compatible with the Downtown, staff determined that a specialty retail land use would complement other uses found in all districts. Specialty retail would be defined as allowing the sales of artisan food and beverages and other locally sourced goods and crafts. Staff recommends that specialty retail be considered as a conditionally allowed use with a Zoning Administrator Permit in District C, which will allow conditions of approval to be placed on the use as needed to address any potential impacts to potentially sensitive adjacent uses. For instance, a Zoning Administrator Permit would allow for conditions on outdoor uses or amplified music and hours of operation as appropriate. In all other Districts, specialty retail is recommended as a permitted use.

The following definitions are recommended to be added:

Restaurant: A place that provides food and beverage services to patrons who order and are served while seated and pay after eating. Take-out service may also be provided.

Wine bar: A business with a primary function of selling wine for consumption on site.

Tasting Room: A retail sales facility where customers may taste and purchase beverage and food products grown and/or processed on the site. Products offered for tasting and sale may include wine, beer, olive oil, cheese, and /or other food and beverage products.

Specialty Retail: A retail sales facility with a primary function of selling goods made in a traditional or non-mechanized way including locally sourced artisan food, beverages, and crafts.

General Retail: A retail sales facility with a primary function of the sale of general goods for use or consumption.

Staff is further recommending that "winetasting" be modified to "tasting room" and that tasting rooms be allowed in each district as an accessory use to specialty retail. Similar to specialty retail, the use would be considered as a conditionally allowed use with a Zoning Administrator Permit in District C and as a permitted use, subject to performance standards in all other districts, as outlined in Table 2 below.

Proposed Amendments

The following is an overview of proposed Specific Plan amendments to allow for tasting room land use

throughout the Downtown Specific Plan Area.

Table 2. Existing and Proposed Requirements for Specialty Retail and Tasting Rooms in the Downtown Specific Plan Area

Land Use	Districts				
	A	B	C	D	E
Specialty Retail	■	■	Z	■	■
Wine tasting Tasting Room (As an accessory use to specialty retail)	CO	O	Z	O	O
■- Allowed use O- Allowed use if consistent with Performance Standards C- Requires Review through a Conditional Use Permit Process Z- Requires Review through a Zoning Administrator Permit Process					

Proposed Performance Standards for Tasting Rooms

Consistent with the intent of the Downtown Specific Plan to enhance the responsiveness of the City to new desired uses, while still protecting the future of the Downtown and potential sensitive land uses, the below list of performance standards are proposed for consideration of tasting room uses:

- Outdoor dining and seating shall be conducted as an accessory use to an eating and drinking establishment that is located on the same parcel, a contiguous adjacent parcel, or on public right-of-way immediately adjacent to the tenant space.
- All applicable permits and easements for outdoor dining and seating on the public right-of-way shall be approved by the City.
- Outdoor dining and seating shall comply with all applicable adopted City design standards and guidelines.
- No structure or enclosure to accommodate the storage of trash or garbage shall be erected or placed on, adjacent to, or separate from the public sidewalk or right-of-way. Outdoor dining and seating shall remain clear of litter at all times.
- The hours of operation of the outdoor dining and seating shall be limited to the hours of operation of the associated restaurant, other eating and drinking establishments, or commercial use. Hours of operation are limited to the hours of 8:00 am and 10:00 pm. If open later than 10:00 pm requires a Zoning Administrator Permit.
- Parking shall be provided according to the required ratio in Chapter 17.116 of the City of Woodland Municipal Code.
- Products offered for tasting and sale may include wine, beer, olive oil, cheese, and/or other food and beverage products.
- Any outdoor events would be subject to Special Event permit.
- Music subject to City Noise Ordinance Requirements.

District A

Staff Recommendation: Specialty retail and tasting rooms as an allowed use as long as outlined Performance Standards are met.

Analysis: District A predominantly consists of land uses along Woodland's Main Street which provide a variety of amenities and commercial uses. Due to its unique characteristics associated with the downtown core, staff recommends consideration of tasting rooms as an allowed use in District A as long as proposed uses meet outlined Performance Standards.

District B

Staff Recommendation: Specialty retail as a considered allowed use and tasting rooms as a considered allowed use as long as outlined Performance Standards are met.

Analysis: District B is identified as the Government Center of the Downtown Specific Plan and primarily consists of a number of historic structures. The Downtown Specific Plan identifies a vision for this district which includes a continuation of the existing theme by blending new buildings with its surrounding to create stronger links between the government buildings southward toward City Hall and the Main Street corridor. With the unique identity present in this district, staff recommends consideration of tasting rooms as an allowed use in District B as long as proposed uses meet outlined Performance Standards .

District C

Staff Recommendation: Specialty retail and tasting rooms considered as a conditionally allowed use with a discretionary Zoning Administrator Permit.

Analysis: District C serves as a transition between central downtown's business district, and the single family communities to the north and south. Occupants here are small business offices, operating out of old properties built originally as homes. District C has a wide variety of single family homes, duplexes, and a multi-tenant development. Due to its predominant character as a transition district, staff found that it is possible that some locations may require special consideration best handled through a staff-level Zoning Administrator Permit process which would allow for public consultation and a staff level public hearing.

District D

Staff Recommendation: Specialty retail as a considered allowed use and tasting rooms as a considered allowed use as long as outlined Performance Standards are met.

Analysis: District D has a diverse mixture of land uses including residential, commercial, industrial, and institutional uses. The City envisions the consolidation of the uses into more distinct single use blocks. For instance, the eastern side of the District has a mixture of incompatible uses such as industrial and residential uses. Due to the mixture of uses in this district and unique conditions, staff recommends consideration of tasting rooms as an allowed use in District D as long as proposed uses meet outlined Performance Standards.

District E

Staff Recommendation: Specialty retail as a considered allowed use and tasting rooms as a considered allowed use as long as outlined Performance Standards are met.

Analysis: District E is identified as the Mill District in the Downtown Specific Plan and consists of a variety of mixed and light industrial uses. Due to the mixture of uses in this district and unique conditions, staff recommends consideration of tasting rooms as an allowed use in District E as long as proposed uses meet outlined Performance Standards.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. The public notice method listed below was used:

- A one-fourth page legal notice was published in the Woodland Daily Democrat ten days prior to the public hearing.

Environmental Review

The proposed zoning amendment is Categorically Exempt from CEQA (Section 15061 (b) (3)). The proposed zoning ordinance amendment provides an update of existing regulations in response to increased desire to further provide a variety of shopping, dining, and entertainment opportunities in the City's Downtown. The proposed amendment is consistent with the intent of the Downtown Specific Plan and the City 2035 General Plan. No new or substantial impacts are anticipated as a result of the zoning amendment.

Staff Analysis

General Plan Consistency

The General Plan provides for the continued rejuvenation of Downtown Woodland as a vibrant mixed-use district that encourages continued rehabilitation of historic buildings that will help ensure that Downtown retains its unique character. The General Plan further has adopted policies to maintain the Downtown as an established area to create a vibrant city center with a diverse mix of offices, housing, theaters, retail stores, professional services, and restaurants that serve residents, employees, and night-time entertainment populations. Below is an outline of 2035 General Plan policies which relate to the City Downtown Mixed Use zone district and to the proposed use:

Policy 2.A.4 Downtown. Promote Downtown Woodland as the city's sole civic, cultural, entertainment, and central business district that serves as the primary specialty-retail and dining, entertainment, office, arts, and government center. Support new mixed-use development in the Downtown with an emphasis on retail, entertainment, and other active uses at the ground level and residential and office uses on upper levels along Main Street. In addition, allow ground floor office uses on side streets.

Policy 2.H.11 Local Goods and Products. Encourage the sale of local goods, foods, and products that showcase Woodland's historic and emerging industries.

Commission/Committee Recommendation

At its meeting on July 1, 2021, the City of Woodland Planning Commission conducted a public hearing on the proposed Project.

After consideration of public comment and after thoughtful deliberation, a motion recommending City Council approve the proposed Downtown Specific Plan amendments was made. The motion received a second and carried on to a vote where the recommendation was approved by a unanimous vote of 7-0.

Conclusion:

Staff recommends that the City Council take action on the following: (1) receive the staff report; (2) hold a public hearing; (3) approve the attached Resolution No. _____, amending the Downtown Specific Plan to allow specialty retail and tasting rooms as an accessory use in all districts of the Downtown Specific Plan.

Prepared by: Anna Canales, Assistant Planner

Reviewed by: Cindy Norris, Principal Planner
Brent Meyer, Community Development Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Application
3. Project Narrative
4. Planning Commission Staff Report Cover (July 1, 2021)

**CITY COUNCIL
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AMENDMENT TO THE WOODLAND DOWNTOWN SPECIFIC
PLAN TO CONDITIONALLY ALLOW SPECIALTY RETAIL AND TASTING ROOMS
AS AN ACCESSORY TO SPECIALTY RETAIL IN DISTRICTS A, B, C, D, AND E.**

WHEREAS, the City of Woodland received Planning application No. PLNG 21-00039 from JD Morgan Revocable Trust proposing to amend the Downtown Specific Plan to conditionally allow specialty retail and tasting rooms as an accessory use to specialty retail in Districts A, B, C, D, and E of the Specific Plan; and

WHEREAS, the proposed specialty retail and tasting room land uses will be generally consistent with other uses already allowed in districts of the Downtown Specific Plan and should not be more intense than a use such as a restaurant that serves beer and wine; and

WHEREAS, the Planning Commission, at its regularly scheduled meeting on July 1, 2021, conducted a public hearing to consider the proposed use and after review, public hearing, and deliberation, voted unanimously (7-0) to recommend approval of the proposed amendments to the Downtown Specific Plan to conditionally allow Tasting Rooms as an accessory use to Specialty Retail in Districts A, B, C, D, and E; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the proposed ordinance amendment is exempt from CEQA review per Section 15061 (b)(3), which applies to projects that will not have a significant effect on the environment; and

WHEREAS, the City Council has determined that the proposed amendments to the Woodland Downtown Specific Plan are in conformance with the Woodland General Plan which seeks to provide a variety of shopping, dining, and entertainment opportunities in the City Downtown; and

WHEREAS, establishing formal guidelines, standards, and procedures for tasting rooms, in the Woodland Downtown Specific Plan Area, is in the public interest and will positively contribute to the general welfare, vitality, and safety of the City; and

WHEREAS, on July 20, 2021 the City Council conducted a public hearing and proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date; and

WHEREAS, the City desires to amend Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards, of the Downtown Specific Plan to add specialty retail and allow tasting rooms as an accessory to specialty retail in District A, B, C, D, and E of the Downtown Specific Plan. Proposed amendments to the City Downtown Specific Plan are outlined in attached **Exhibit “A”**; and

WHEREAS, the City Council also desires to provide for performance standards for all tasting rooms operating within the Downtown Specific Plan.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve a Zoning Amendment amending Table 8-1 Land Use Matrix of the Downtown Specific Plan to conditionally allow “Specialty Retail (Including Artisan Food and Beverage Retail Sales)” and “Tasting Room (As accessory to Artisan Food and Beverage Retail Sales)” in Districts A, B, C, D, E of the Specific Plan as provided in the attached table.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

Exhibit “A” – Proposed Text Amendments to Downtown Specific Plan

Exhibit “B” – Table Summarizing Proposed Amendments

Exhibit A

Proposed Text Amendments to Downtown Specific Plan

8. Policies and Standards



8.3 ALLOWED LAND USES

Table 8-1 shows the land use matrix that will be used by the City in determining appropriate land uses within the Downtown. The matrix uses three symbols to indicate whether a use is allowed, conditionally allowed, or subject to a CUP process. If a land use is not listed on the matrix, the use is not permitted within the Downtown area. The Community Development Director will determine which category best fits a given use if questions arise.

To determine if a land use is allowed in a district, the following steps will be taken:

1. Find the closest land use type in the left hand column of the matrix (land uses are grouped by categories) and then find the appropriate district on the matrix (in what area is the site located, see Figure 3-3, "Downtown Districts" for locations). Where the row and column meet will be a cell that contains either a "■," a "○," a "Z," a "C," or a blank space.
2. If a "■" appears in the cell, that land use type is an **allowed use** in that district. Development can proceed subject to the project meeting the other requirements specified in this Specific Plan and other applicable City requirements and permits.
3. If a "○" appears, the land use is a **conditionally allowed**

use Uses with this designation have previously been required to go through a CUP process. To enhance the responsiveness of the City while still protecting the future of the Downtown, a set of performance standards has been developed, and is included in Section 8.5, "Performance Standards." Projects in this category will be reviewed by the Zoning Administrator to determine if the project meets the appropriate performance standards, complies with the other requirements of this Specific Plan and applicable City regulations, and does not pose any design or operational features that would require warrant further public review. If acceptable, the project can proceed like an allowed use, with no CUP required. A CUP may be required if the performance standards cannot be met, the applicant does not concur with the requirements presented, or the Zoning Administrator determines that further review is required.

4. Some uses possess locational, use, structural, traffic, or operating characteristics requiring special consideration best handled through a Zoning Administrator Permit (ZAP) in order to be compatible with neighboring properties. These uses, noted with a "Z" must go through a Zoning Administrator Permit process which allows for public

**consultation and if needed a
staff level public hearing.**

- 4.5.** Some uses have unique or significant siting issues that are best handled through a **CUP** process. These uses, noted with a **"C,"** must go through a CUP process. Adult-oriented uses are subject to the CUP process and the requirements found in Section 25-21-75 of City of Woodland Zoning Ordinance.
- 5.6.** If no symbol appears in a cell, the use is not allowed in that district.



Table 8-1. Land Use Matrix

Land Use	Districts (per Figure 3-3)				
	A	B	C	D	E
Commercial - Auto-Related					
Auto rental or lease agency (with vehicle storage)	C			○	
Auto rental or lease agency (office only)	■	■	■	■	■
Auto parts and accessory store, auto sound	○			■	
Auto and truck service stations	C				
Auto and truck service stations with mini mart					
Auto - minor service and repair (including automobile glass)	C			C	
Auto-lube shop	○			○	
Auto - major service and repair (engine/transmission overhaul)				C	
Auto sales, new (including RV, trailer, and motorcycle)	C				
Auto sales, used (associated with a new auto dealership) (including RV, trailer, and motorcycle)	C				
Auto sales, used, (including RV, trailer, and motorcycle)					
Commercial - Retail					
Antique stores	■			■	
Drug stores and pharmacies	■			■	
Food and grocery stores	○			○	
Gasoline sales (as a secondary use to another use)					
Gift shops, curio	■	■		■	■
Hardware stores	■			■	
Liquor sales	C			C	
Mini-marts	C				
Retail stores and shops (not otherwise listed)	■	■		■	■
Shopping centers (neighborhood scale)	C				
Variety stores	■			■	
Specialty Retail (Including Artisan Food and Beverage Retail Sales) Specialty Retail: A retail sales facility with a primary function of selling goods made in a traditional or non-mechanized way including locally sourced artisan food, beverages, and crafts.	■	■	Z	■	■
Wine-tasting Tasting Room (accessory to artisan food and beverage retail sales): Tasting Room: A retail sales facility where customers may taste and purchase beverage	C ○	Z	C	Z	Z

Table 8-1. Land Use Matrix

Land Use	Districts (per Figure 3-3)				
	A	B	C	D	E
and food products grown and/or processed on site or locally. Products offered for tasting and sale may include wine, beer, olive oil, cheese, and/or other food and beverage products.					
Commercial - Service					
Bail Bonds		C		C	
Barber and beauty shops	■	■	■	■	■
Bed and breakfast facilities	■	■	■	■	
Cafes, coffee shops, and restaurants (excluding drive-thrus)	■	■	○	■	■
Restaurants with drive-thru facilities					
Clothes cleaning and laundry pick-up stations	■			■	■
Financial institutions without drive-thru facilities	■	■		■	■
Financial institutions with drive-thru facilities	○	○		○	○
Florists	■	■	■	■	■
Fortune telling	C				
Hotels and motels	C	C		C	C
Laundromats				■	
Locksmiths	■	■		■	■
Massage establishments	C	C		C	
Pet grooming	■			■	
Printer/copies	■	■		■	■
Shoe repair	■	■	■	■	■
Tattoo/piercing establishments	C				
Taxi cab service (dispatch only, no vehicles on site)	■			■	
Taxi cab service (dispatch and vehicle storage, no service/repair))	C			■	
Commercial - Entertainment					
Bars, cocktail lounges, and taverns	C			C	
Bowling alleys					
Card rooms	C			C	
Dance halls	C			C	
Pool halls	○			○	
Skating rinks, skateboard parks (indoor)	C			○	

- The use of flags, pennants, streamers, or similar devices is prohibited.

Commercial – Retail Commercial – Service

Food and Grocery Stores/Mini-Markets

- Designs shall reflect a pedestrian orientation (no front parking lot).
- Deliveries shall be restricted to between 7:00 am and 9:00 pm.
- Loading docks shall be screened from view from a public right-of-way.
- New gasoline sales are not allowed.
- No drive-up or drive-thru facilities are allowed.
- Liquor sales will require a CUP process.

Cafes, Coffee Shops, and Restaurants

- Hours of operations are limited to between 5:00 am and 10:30 pm.
- Seating shall be limited to inside the main structure or outside on the sides of the main structure facing a public roadway.
- Adequate parking shall be demonstrated to avoid spillover parking in residential areas.

Tasting Room

- Outdoor dining and seating shall be conducted as an accessory use

to an eating and drinking establishment that is located on the same parcel, a contiguous adjacent parcel, or on public right-of-way immediately adjacent to the tenant space.

- All applicable permits and easements for outdoor dining and seating on the public right-of-way shall be approved by the City.
- Outdoor dining and seating shall comply with all applicable adopted city design standards and guidelines.
- No structure or enclosure to accommodate the storage of trash or garbage shall be erected or placed on, adjacent to, or separate from the public sidewalk or right-of-way. Outdoor dining and seating shall remain clear of litter at all times.
- The hours of operation of the outdoor dining and seating shall be limited to the hours of operation of the associated restaurant, other eating and drinking establishment, or commercial use.
- Parking shall be provided according to the required ratio in Chapter 17.116 of the City of Woodland Municipal Code.
- Will be accessory to retail sales facility
- Products offered for tasting and sale may include wine, beer, olive oil, cheese, and/or other food and beverage products.
- Any other events would be subject to Special Event permit.

- **Music subject to City Noise Ordinance Requirements (City of Woodland Municipal Code Section 9.28.090)**

Drive Thrus (Financial Institutions)

- New drive thru must be located so that the transaction windows/areas are not located adjacent to or face directly towards a public right-of-way (does not include alleys).
- Speaker boxes for drive thru shall be directed away from nearby residential or office uses.
- Queuing for drive thru facilities may not block required parking or drive aisles.

Commercial – Entertainment

- Entertainment uses with a high proportion of evening patronage should work with nearby commercial/office/industrial property owners/tenants to work out reciprocal parking arrangements instead of building substantial new parking. Adequate parking must be demonstrated for the use.
- The business owner shall submit a security plan to the City prior to occupancy for uses with occupancies (capacity) greater than 100 persons.
- Noise levels at the property line shall be within the limits of the City's Noise Ordinance.

- Service or sale of alcoholic beverages will require approval of a CUP for the use.

Commercial – Miscellaneous

Heating and Air Conditioning Sales, Service, and Supply Plumbing Sales, Service, and Supply

- The storage of repair equipment and supplies must be screened from public view.
- Loading docks and storage areas for company vehicles must be screened from public view.
- All repairs must be conducted within an enclosed structure.
- No work bays are allowed to open out onto a public street (not including alleys)

Produce Stands, Christmas Tree Lots, and Other Seasonal Uses

- Produce stands and similar temporary booths that are part of a City-sponsored Farmers' Markets are subject to a temporary use permit, and are exempt from these provisions.
- These uses are subject to a temporary use permit. Only a permanent stand would require a CUP application.

Industrial

- The storage of equipment and supplies must be screened from public view using a structural component that is compatible with the main structure.

Exhibit B

Table Summarizing Proposed Amendments (City Council July 20, 2021)

Page Number	Recommended Changes
Page 8-11	Add new land use matrix symbol "Z" for land uses that will require review through a City Zoning Administrator Permit application.
Page 8-11	Standards for new land use matrix symbol "Z" .
Page 8-12	Change Winetasting to Tasting Room (Accessory to Artisan Food and Beverage Retail Sales) in Table 8-1.
Page 8-12	Add: "Tasting Room: A retail sales facility where customers may taste and purchase beverage and food products grown and/or processed on site or locally. Products offered for tasting and sale may include wine, beer, olive oil, cheese, and/or other food and beverage products." Under Tasting Room in Table 8-1
Page 8-12	Add: "Specialty Retail: A retail sales facility with a primary function of selling goods made in a traditional or non-mechanized way including locally sourced artisan food, beverages, and crafts." Under Specialty Retail in Table 8-1
Page 8-12	Amendments to Table 8-1 Land Use Matrix as follows: Add Land Use: Specialty Retail (Including Artisan Food and Beverage Retail Sales) ▪ District A: ■ symbol added; Specialty Retail is recommended to be an allowed use in this district. ▪ District B: ■ symbol added; Specialty Retail is recommended to be an allowed use in this district. ▪ District C: "Z" symbol added; Specialty Retail is recommended to be conditionally permitted with a Zoning Administrator Permit. ▪ District D: ■ symbol added; Specialty Retail is recommended to be an allowed use in this district. ▪ District E: ■ symbol added; Specialty Retail is recommended to be an allowed use in this district.
Page 8-12	Add definition for
Page 8-13	Amendments to Table 8-1 Land Use Matrix as follows:

	Land Use: Tasting Room (Accessory to artisan food and beverage retail sales) ▪ District A: symbol changed from “C” to “O”; tasting room is recommended to be permitted with outlined performance standards ▪ District B: “O” symbol added; Tasting rooms are recommended to be permitted with outlined performance standards ▪ District C: “Z” symbol added; Tasting rooms are recommended to be conditionally permitted with a Zoning Administrator Permit. ▪ District D: “O” symbol added; Tasting rooms are recommended to be permitted with outlined performance standards ▪ District E: “O” symbol added; Tasting rooms are recommended to be permitted with outlined performance standards
Page 8-19	Include Tasting Room as a land use outlined under section 8.5 Performance Standards.
Page 8-19	Add Performance Standards under Tasting Room land use as follows: ▪ Outdoor dining and seating shall be conducted as an accessory use to an eating and drinking establishment that is located on the same parcel, a contiguous adjacent parcel, or on public right-of-way immediately adjacent to the tenant space. ▪ All applicable permits and easements for outdoor dining and seating on the public right-of-way shall be approved by the City. ▪ Outdoor dining and seating shall comply with all applicable adopted City design standards and guidelines. ▪ No structure or enclosure to accommodate the storage of trash or garbage shall be erected or placed on, adjacent to, or separate from the public sidewalk or right-of-way. Outdoor dining and seating shall remain clear of litter at all times. ▪ The hours of operation of the outdoor dining and seating shall be limited to the hours of operation of the associated restaurant, other eating and drinking establishments, or commercial use. Hours of operation are limited to the hours of 8:00 am and 10:00 pm. If open later than 10:00 pm requires a Zoning Administrator Permit.

	▪ Parking shall be provided according to the required ratio in Chapter 17.116 of the City of Woodland Municipal Code. ▪ Will be accessory to retail sales facility ▪ Products offered for tasting and sale may include wine, beer, olive oil, cheese, and/or other food and beverage products. ▪ Any outdoor events would be subject to Special Event permit. ▪ Music subject to City Noise Ordinance Requirements.
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City of Woodland

Community Development Department

300 First St, Woodland CA 95695

Phone (530) 661-5820 Fax (530) 406-0832

www.cityofwoodland.org

General Application Form

1. OWNER/APPLICANT

Property Owner:

J.D. Morgan 2017 Revocable Trust

Mailing Address:

630 Lincoln Avenue

City State Zip Code:

Woodland, CA 95695

Phone Number:

530-881-9311

E-mail Address:

kadams@jdmestate.com

Project Applicant:

J.D. Morgan Revocable Trust

Mailing Address:

710 Fairview Drive

City State Zip Code:

Woodland, CA 95695

Phone Number:

530-309-5094

E-mail Address:

kadams@jdmestate.com

2. PROJECT DESCRIPTION

Project Name:

JDM Estate Testing Room

Total Acres or Square Feet:

0.66 acres, Building 28,750 sq.ft

General Plan Land Use Designation:

Institutional

Existing Zoning:

Zone C

Site Address or Location:

630 Lincoln Ave, Woodland, CA 95695

Assessor's Parcel Number(s):

006-192-020-000

Is Project in Flood Zone? ☐ Yes ☐ No

Requested Entitlement/Permit Type:

Zoning Amendment

PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

3. AUTHORITY TO FILE APPLICATION

Check one: ☒ Property Owner ☐ Power of Attorney* ☐ Contract to Purchase* ☐ Other*

*Attach Evidence of Authority

ACKNOWLEDGEMENT: I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Applicant

Date

Legal Owner

Date

Applicant

Date

Legal Owner

Date

Applicant Project Narrative/Justification:

JDM Estate plans to open a wine and olive oil tasting room in Yolo County. We have considered locations in Winters or Woodland, with 630 Lincoln Avenue in Woodland being the preferred location. The grapes and olives are all sourced from JDM Organic Farm located approximately five miles west of Woodland. JDM Estate produces, and labels organically grown wine and certified organic extra virgin olive oil. We will create a space for retail to showcase locally sourced items such as honey, balsamic vinegar, apparel, tea towels, corkscrews, dried flowers, art and other unique products that reflect the bounty and diversity of this area. We would also like to offer prepared foods such as charcuterie or pizza and on occasion bring in a food truck on a weekend day. We will have a tasting room manager, tasting room staff, and administrative staff. With the size of the building and office capacity, this would include 10-12 staff at most at any given time. Traffic would only be patrons and staff parking as well as general deliveries (minimal deliveries or access needed for large vehicles). Hours of operation would be office hours during the week from 9am-5pm, then tasting room hours from 3pm-8pm on Fridays and 11am-9pm on the weekends. These may change subject to the season. There will be outdoor seating areas along Second Street and Lincoln Avenue. Other than utilities, there will be no storage in outside areas and no play areas or work areas on the exterior of the building. There will not be any issues with dust or glare although there will be light noise related to people being outside and having tastings on the exterior (talking, low music, etc.), but would comply with any noise restrictions related to city requirements. We will not have any hazardous or volatile materials or chemicals involved with the tasting room; we will adhere to all requirements from the city on cleaning, back flow, grease trap, waste disposal, etc. We have changed all the interior lights to LED to have more efficient energy use, we have switched to a NEST system for the AC and Heat to better regulate the building temperature and allow us to control via smart phone to cut back on energy use.

We hope a tasting room in the downtown district will be a fantastic addition to our community adding energy while bringing people in from surrounding communities. Wine and olive oil are significant Yolo County products and yet Woodland has no downtown representation of these products beyond retail outlets. There are tasting rooms in and around Davis and Winters as well as various locations throughout the County. Woodland has long lagged other cities in offering destinations for casual gatherings. There has been progress made in the last several years and this project will add to the momentum that is gaining. As more options are made available more people will visit thus benefiting all the downtown businesses and providing the incentive for more investment. The fact is that this property is already zoned to allow a restaurant. The difference between a restaurant that serves wine and a wine tasting room that serves food is semantics with regard to any impact on the surrounding neighborhood or being an appropriate location.

The Morgan family has a long history of investment in the downtown area. This is a continuation of that commitment. The next project planned is an indoor/outdoor family-oriented beer, wine and soft drink destination that combines the two buildings and open area of the old Barth facility located at 423 First Street. Our true hope is to continue adding quality offerings to the growing charm of downtown Woodland.



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: Planning Commission Meeting
DATE: July 1, 2021
ITEM #: I.2
SUBJECT: Zoning Amendment to consider Specialty Retail and Tasting Rooms in all districts of the Downtown Specific Plan

Recommendation for Action: Staff recommends that the Planning Commission: (1) receive the staff report; (2) hold a public hearing; (3) adopt Resolution No. PC 21-02 recommending City Council approval of the attached resolution amending the Downtown Specific Plan to allow Specialty Retail and Tasting Rooms as an accessory use in all districts of the Downtown Specific Plan.

Staff Contact:

Anna Canales, Assistant Planner, (530) 661-5819, anna.canales@cityofwoodland.org

Report in Brief:

The City has received a request by applicant J.D. Morgan Revocable Trust to amend the Downtown Specific Plan to conditionally allow specialty retail and a tasting room in District C of the Downtown Specific Plan. In response, Staff evaluated each of the five Downtown Specific Plan districts to determine compatibility with the proposed tasting room land use to identify what amendments could be considered to add some level of flexibility to the existing policy document to support downtown businesses. The proposed Specific Plan amendments would respond to increased desire to further provide a variety of shopping, dining, and entertainment opportunities in the City Downtown.

Background:

The Woodland Downtown Specific Plan was originally adopted in 1993 to facilitate the maintenance and development of a vibrant Downtown area that provides a variety of shopping, dining, and entertainment opportunities. Due to its age the Specific Plan is slated to be incorporated into the zoning code as part of the City overall Comprehensive Zoning Update. While the City is looking at potentially expanding uses and flexibility in the Downtown as part of the Comprehensive Zoning Update, the planning division has been approached by business such as J.D. Morgan to address some of these changes in the interim as a way to support local businesses in the Downtown.

The Downtown Plan area incorporates the central core of the City of Woodland bounded approximately by Cleveland Street on the west, North Street on the north, East Street on the east, and Lincoln Avenue on the south. Currently, the area encompassed by the plan is divided into Districts A, B, C, D, and E (See Attachment 3) with each district having unique characteristics related to form, use, and historic significance.

District A - Main Street. This district covers the Main Street corridor and adjacent land that has a strong relation to Main Street. Due to the length and diverse opportunities within this district, it was divided further into four smaller areas referred to as Districts A1, A2, A3, and A4.

District B – Government Center. This district is centered along Court Street and includes City Hall, the County Courthouse and County administrative buildings, and the main library.

District C - Transition District. The land in this district serves as a transition between the Downtown and



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: G.17
SUBJECT: Public Hearing and Approval of the Fiscal Year 2021-2022 Community Block Grant Annual Action Plan

Recommendation for Action: Staff recommends that the City Council take the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2021/22 Community Development Block Grant (CDBG) Action Plan (Attachment A); and
2. Adopt Resolution No. _____, approving the FY 2021/22 CDBG Action Plan in substantially the same form as presented to the City Council with funding allocations as recommended by the CDBG Review Panel and appropriate an additional \$93,286.72 in CDBG funds (Fund 320) from Program Income for the Library ADA Restrooms Upgrade (Attachment B); and
3. Direct staff to submit the completed FY 2021/22 CDBG Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period; and
4. Direct staff to forward the completed FY 2021/22 Action once completed; and
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These actions are consistent with the 2020-2024 CDBG Consolidated Plan goals to assist low and moderate income persons.

Staff Contact:

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

Fiscal Impact:

The FY 2021/22 allocation for Administration is \$101,428 and helps offset the General Fund expenditure for the administration of the CDBG program. In addition, the CDBG allocation recommended for the Engineering Division's ADA Accessibility Program (ADA compliant curb ramps, sidewalks, and driveways) relieves the General Fund of an expense of \$196,646.

Background:

As a CDBG entitlement recipient, the City receives an annual CDBG funding allocation from the U.S. Department of Housing and Urban Development (HUD) and the funding must be used for activities that assist lower-income persons, eliminate conditions of slums and blight from the community, or meet an urgent need. For FY 2021/22, the City's allocation is \$507,144, a \$6,298 decrease (or 1.23 percent) from the FY 2020/21 allocation of \$513,442. Program Income funds of \$93,286.72 (repayment of CDBG loans in FY 2021/21) and unexpended funds of \$9,447.79 from completed construction projects are available for FY 2021/22. Staff recommends that the cumulative amount, \$102,734.51, be allocated for construction of the Library ADA Restrooms Upgrade. In addition, the Library has \$45,047.20 in remaining funds from its initial FY 2019/20 funding allocation of \$60,000. Attachment C details the proposed FY 2021/22 CDBG budget and the CDBG Review Panel's recommended allocations.

Discussion:

Under CDBG regulations no more than 15 percent (or \$76,071) of the City's allocation and available program income (repaid CDBG loans can be used for public services and no more than 20 percent (or \$101,428) can be used for administration. Staff is recommending that the entire program income amount of \$93,286.72 be allocated to the Library ADA Restrooms Upgrade. This leaves 65 percent (or \$329,646) remaining for infrastructure activities.

To assist the City with the review of CDBG applications and the preparation of funding recommendations, a three-person CDBG Review Panel is used. The Review Panel met on July 7, 2021 to recommended applications to fund and specific

funding allocations. The panel was composed of three members: Rashid Ali (Parks and Recreation Commission), Marco Lizarraga (Planning Commission), and Carol Miller (Senior Programs volunteer). The City received five applications for infrastructure activities with a cumulative funding request of \$589,438 and nine applications for public service activities with a cumulative funding request of \$107,160.

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

Infrastructure Activities (Available CDBG Funds \$329,646) – The Review Panel recommend funding for the five applications submitted.

Applications Recommended and Funding Amounts:

- City of Woodland, Library ADA Restrooms Upgrades - \$40,000
- City of Woodland, ADA Accessibility Project - \$196,646
- New Hope Community Development Corporation, Cottonwood Meadows Phase S-2 - \$50,000
- CommuniCare Health Centers, Garden & Outdoor Classroom - \$8,000
- Friends of the Mission, Affordable Housing Security Fencing & Gates (925 North Street) - \$35,000

Public Services (Available CDBG Funds \$76,071) - The Review Panel recommended funding for the nine applications submitted.

Applications Recommended and Funding Amounts:

- Yolo Community Care Continuum, New Dimensions Supported Housing - \$7,335
- Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - \$6,000
- Meals on Wheels Yolo County, Home Delivered Meals Program - \$11,000
- Yolo Wayfarer Center DBA Fourth and Hope, Emergency Shelter Services - \$11,000
- Northern California Children's Therapy Center, Project Hope for Children - \$6,000
- Legal Services of Northern California, Fair Housing Services - \$10,000
- Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention - \$6,000
- Empower Yolo, Shelter Services - \$7,736
- Yolo Food Bank, Nurture Woodland - \$11,000

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

Of the \$76,071 allocated for public service programs, 79 percent has been recommended for food and shelter programs operated by the following subrecipients: Yolo Community Care Continuum, Short Term Emergency Aid Committee, Meals on Wheels Yolo County, Yolo Wayfarer Center, Yolo County Children's Alliance, Empower Yolo, and Yolo Food Bank.

Public Outreach/Citizen Participation

Public Outreach/Citizen Participation efforts for the Action Plan included the following:

- Emailing a notice of funding availability (NOFA)/notice of public meeting-applicant workshop, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, Community Development Needs Table for Woodland's 2020 - 2024 Consolidated Plan, and a copy of the CDBG funded activities for FY 2020/21 to current and previous CDBG subrecipients and other interested parties (approximately 23 nonprofits,

government agencies, and other parties).

- Emailing the information contained in #1 to the local continuum of care, nonprofit Homeless and Poverty Action Coalition (more than 100 individuals from nonprofits, government agencies, and other organizations).
- Publishing the notice of funding availability in the June 19, 2021 edition of the Woodland Daily Democrat.
- Posting the NOFA and other attachments from the NOFA email on the City's website (<https://www.cityofwoodland.org/597/Community-Development-Block-Grant>).
- Providing copies of the NOFA and application materials at City Hall (300 First Street - Community Development Department counter).
- Holding a public meeting-applicant workshop on June 23, 2021 through Zoom.
- Noticing the availability of the draft FY 2021/22 Action Plan and the City Council's July 20, 2021 public hearing on the Action Plan in the July 3, 2021 edition of the Woodland Daily Democrat in Spanish and English.
- Posting the draft FY 2021/22 Action Plan to the City's website.
- Emailing members of the local continuum of care (HPAC) on the availability of the draft FY 2021/22 Action Plan and the City Council's July 20, 2021 public hearing on the Action Plan.
- Holding a public hearing at the July 20, 2021 City Council meeting to receive public comments on the Action Plan.

Public comments have not been submitted for the City's CDBG program and the 2021/22 CDBG Action Plan as of July 12, 2021.

Conclusion

Staff recommends that the City Council take the following actions.

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2021/22 Community Development Block Grant (CDBG) Action Plan (AP) (Attachment A);
2. Adopt Resolution No. to approve the Fiscal Year FY 2021/22 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and appropriate an additional \$93,286.72 in CDBG funds (Fund 320) from Program Income for the Library ADA Restrooms Upgrade (Attachment B);
3. Direct staff to complete the FY 2021/22 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2021/22 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the 2020-2024 CDBG Consolidated Plan goals to assist low and moderate income persons.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Evis Morales, Finance Officer

Reviewed by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Attachment A - Draft 21-22 AP

2. Attachment B - City Council Resolution
3. Attachment C - FY 21-22 AP Funding Recs

Executive Summary

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

1. Introduction

The Fiscal Year 2021/22 Annual Action Plan is a one-year plan to address the community development and low and moderate income housing needs in the City of Woodland. It is a portion of the implementation of the five-year Consolidated Plan and provides a detailed summary of how the City's annual Community Development Block Grant (CDBG) entitlement and other funds will be spent in the second year of the City's 2020-2024 Consolidated Plan. Both the Consolidated Plan and the Action Plan are implemented by staff from the Community Services Department. The City will receive \$507,144 during the program year and this will be combined with \$93,286.72 in program income funds (repaid CDBG loans).

2. Summarize the objectives and outcomes identified in the Plan

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

The following table details the high priority needs from the City's Consolidated Plan and proposed activities for the 2021/22 Action Plan are consistent with these priorities.

Proposed 2021/21 Action Plan Activities

Construction: Library ADA Restrooms Upgrade, ADA Accessibility Project (curb ramps, driveways, etc.), Cottonwood Meadows Siding Structural Dry-rot Improvements, Phase S-2 (housing rehabilitation), Garden & Outdoor Classroom, and Affordable Housing Security Gates (housing rehabilitation) address the high priority need of Public Facilities and Improvements (General, including Accessibility).

Public Services: New Dimensions Supported Housing, Woodland Homeless Prevention Program (rental assistance for low-income individuals and families at-risk of eviction), Home Delivered Meals Program (meals for low-income senior citizens and wellness checks), Emergency Shelter Services (100-bed shelter for homeless women and men), MediCal/CalFresh Enrollment/Retention, Shelter Services (shelter for victims of domestic violence, sexual assault, stalking, and human trafficking), and Nurture Woodland

(food for food-insecure individuals and families) address the high priority need of Public Services (Other: Emergency Food & Shelter). Project HOPE (health care access for special needs children through early intervention, socialization and an array of comprehensive multiple therapy programs) and Fair Housing Services address the high priority needs of Health Services and Fair Housing Activities, respectively.

3. Evaluation of past performance

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

During the prior program year, the City's CDBG program supported the following activities.

Construction:

- CommuniCare Health Centers, Garden & Outdoor Class - \$8,168
- New Hope Community Development Corporation, Cottonwood Meadows Phase S-1 Rehabilitation - \$65,000
- City of Woodland, ADA Accessibility Program - \$200,000
- Friends of the Mission, 925 North Street Water Heater Efficiency - \$26,408
- Friends of the Mission, Walter's House Water Heater Efficiency - \$34,112

Public Services:

- Meals on Wheels Yolo County, Home Delivered Meals Program - \$11,000
- Yolo Community Care Continuum, New Dimensions Supported Housing - \$7,335
- Yolo Wayfarer Center, Emergency Shelter Services - \$11,000
- Empower Yolo, Shelter Services - \$7,335
- Yolo Food Bank, Nourish Yolo Capacity Enhancement Project - \$11,000
- Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - \$6,000
- Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention - \$7,334
- Northern California Children's Therapy Center, Project Hope for Children - \$6,000
- Legal Services of Northern California, Fair Housing Services - \$10,000

While the City's 2020-2024 Consolidated Plan and 2020/21 Action Plan were delayed, the construction activities funded through the Action Plan will be completed in the 2021/22 period. The funded public service activities were completed during the 2020/21 program year. It should be noted that all of the agencies funded for public service activities were impacted by the COVID-19 pandemic. For example, the need for services from the Yolo Food Bank increased significantly as families lost income during the pandemic and required food and other assistance. Another example is Legal Services of Northern California. LSNC's staff fielded inquiries from renters on eviction-related issues during the pandemic.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Outreach efforts for the Action Plan included (1) emailing a notice of funding availability (NOFA)/notice of public meeting-applicant workshop, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, Community Development Needs Table for Woodland's 2020 - 2024 Consolidated Plan, and a copy of the CDBG funded activities for FY 2020/21 to current and previous CDBG subrecipients and other interested parties (more than 20 nonprofits, government agencies, and other parties); (2) emailing the information contained in #1 to the local continuum of care, nonprofit Homeless and Poverty Action Coalition; (3) publishing the notice of funding availability in the June 19, 2021 edition of the Daily Democrat; (4) posting the NOFA and other attachments from the NOFA email on the City's website (<https://www.cityofwoodland.org/597/Community-Development-Block-Grant>); (5) providing copies of the NOFA and application materials at City Hall (300 First Street - Community Development Department counter); (6) holding a public meeting-applicant workshop on June 23, 2021 through Zoom; (7) noticing the availability of the draft FY 2021/22 Action Plan and the City Council's July 20, 2021 public hearing on the Action Plan in the July 3, 2021 edition of the Daily Democrat in Spanish and English; (8) posting the draft FY 2021/22 Action Plan to the City's website; (9) emailing members of the local continuum of care (HPAC) on the availability of the draft FY 2021/22 Action Plan and the City Council's July 20, 2021 public hearing on the Action Plan; and (10) holding a public hearing at the July 20, 2021 City Council meeting to receive public comments on the Action Plan.

5. Summary of public comments

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

UPDATE AFTER JULY 20 PUBLIC HEARING

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

The City did not decline comments or views.

7. Summary

The City provided multiple opportunities for the community to provide public comments on the 2021/22 Action Plan and the CDBG program in general.

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

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

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

Agency Role	Name	Department/Agency
CDBG Administrator		Community Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency that prepared the 2021/22 Action Plan was the City of Woodland's Community Services Department.

Consolidated Plan Public Contact Information

Dan Sokolow, Senior Planner
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2001 East Street
Woodland, CA 95776
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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Woodland consults and partners with a number of nonprofit services providers, private sector entities, and government agencies on programs/projects that address the needs of low and moderate income individuals and families.

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

The City is a member of the local continuum of care, Homeless and Poverty Action Coalition (HPAC). HPAC transitioned to a nonprofit organization in early 2021 and serves as a local planning body that provides leadership and coordination on the issues of homelessness and poverty in Yolo County. In the last couple of years, HPAC has increasingly become involved in affordable housing issues as it has been responsible for allocating a number of federal and state grant funds in addition to Federal CoC Program funds. A City representative serves on HPAC's 15-member board of directors and this individual also administers the City's CDBG program and works on affordable housing issues, programs, and projects. HPAC's board of directors includes representatives from service provider entities and government agencies. The City representative attends monthly meeting of HPAC's Governance Committee and Technical Subcommittee. Participation in HPAC provides ongoing opportunities to improve the coordination between public and assisted housing providers and private and governmental health, mental health and service agencies. Current members of HPAC include an individual with homeless lived experience, Yolo County Children's Alliance, Interfaith Winter Rotating Shelter/Heart of Davis, Davis Opportunity Village, CommuniCare (nonprofit federally qualified health center), Legal Services of Northern California, Empower Yolo (shelter program for victims of domestic violence, sexual assault, stalking, and trafficking), Yolo Community Care Continuum (permanent support housing for mentally ill adults and respite program for homeless), Davis Community Meals and Housing, Fourth and Hope (shelter, permanent supportive housing, and treatment programs), City of Davis, City of Woodland, City of West Sacramento, Yolo County, and Yolo County Housing (PHA for Yolo County).

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

The City is a member of the local continuum of care, Homeless and Poverty Action Coalition (HPAC). HPAC transitioned to a nonprofit organization in early 2021 and serves as a local planning body that provides leadership and coordination on the issues of homelessness and poverty in Yolo County. In the last couple of years, HPAC has increasingly become involved in affordable housing issues as it has been responsible for allocating a number of federal and state grant funds separate in addition to Federal

CoC Program funds. A City representative serves on HPAC's 15-member board of directors and this individual also administers the City's CDBG program and works on affordable issues, programs, and projects. HPAC's board of directors includes representatives from service provider entities and government agencies. The City representative attends monthly meeting of HPAC's Governance Committee and Technical Subcommittee. Participation in HPAC provides ongoing opportunities to improve the coordination between public and assisted housing providers and private and governmental health, mental health and service agencies. Current members of HPAC include an individual with homeless lived experience, Yolo County Children's Alliance, Interfaith Winter Rotating Shelter/Heart of Davis, Davis Opportunity Village, CommuniCare (nonprofit federally qualified health center), Legal Services of Northern California, Empower Yolo (shelter program for victims of domestic violence, sexual assault, stalking, and trafficking), Yolo Community Care Continuum (permanent support housing for mentally ill adults and respite program for homeless), Davis Community Meals and Housing, Fourth and Hope (shelter, permanent supportive housing, and treatment programs), City of Davis, City of Woodland, City of West Sacramento, Yolo County, and Yolo County Housing (PHA for Yolo County).

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

The City is a member of the local continuum of care, Homeless and Poverty Action Coalition (HPAC). HPAC transitioned to a nonprofit organization in early 2021 and serves as a local planning body that provides leadership and coordination on the issues of homelessness and poverty in Yolo County. HPAC is responsible for holding a local competition for the allocation of ESG funds including one-time ESG funding made available by the Federal government as a result of the COVID-19 Pandemic. For performance standards, they are driven by the type of project undertaken by an ESG applicant. For a shelter project, for example, the grantee will be asked to report on the number of bed nights provided. Other reporting standards may include the number of individuals exited to permanent housing and whether individuals were provided with case management services and the results (obtain ID, increased income, etc.). Results based accountability will typically be used to assess outcomes: 1) how much did we do, 2) how well did we do it, and 3) is anyone better off.

For HMIS, HPAC has established a Data Subcommittee that oversees the development and implementation of data collection in the Homeless Management Information System in compliance with the most current HMIS data standards published by HUD. Tasks assigned to the Data Subcommittee include, but are not limited to the following.

- Designate a single HMIS for Yolo County and designate an HMIS lead agency.
- Review the HPAC HMIS Policies and Procedures and HMIS Training Handbook document at least once annually and revise, if appropriate. As needed throughout the year, the subcommittee will

draft new policies and/or revisions to address policy and training needs encountered outside the annual review process.

- Develop, implement, and monitor compliance with HPAC's Data Security and Data Quality plans to ensure compliance with HUD requirements.
- Develop procedures and data collection and quality review plans related to the annual Housing Inventory Count (HIC) and Point-in-Time (PIT) count of sheltered individuals, the biannual Point-in-Time (PIT) count of unsheltered individuals.
- Review and approve submission of HUD mandated data reports, such as: 1) Point-in-Time, 2) Housing Inventory Count, 3) System Performance Measures (SPM)3, and 4) Longitudinal Systems Analysis (LSA).
- Monitor training needs of HMIS end-users in Yolo County and work with HMIS lead and HMIS Administrators to meet those needs.
- The HMIS Lead and HMIS Administrator may present HMIS updates that affect system utilization by end-users at Data Subcommittee meetings.

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Yolo Wayfarer Center
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City works extensively with the Yolo Wayfarer Center. For the program year, the City will be supporting operation of YWC's 100-bed shelter for women and men. In 2020, the City partnered with YWC, Friends of the Mission, Woodland Opportunity Village, Yolo County, regional health care providers including Dignity Health, and other agencies to construct a 100-bed shelter for women and men on City-owned property. The shelter was completed in December 2020 and operations began in January 2021. The City deeded over the shelter property to Friends of the Mission at no cost. The new shelter replaces a 48-bed shelter for single women and men near Woodland's downtown. The previous shelter also accommodated homeless families in the dining hall with a capacity for 17 individuals. The Yolo County Health and Human Services Agency has been successful in housing homeless families through its CalWorks Housing Allocation program. To support the operations of the new shelter, the City reimbursed YWC for the purchase of passenger van that is being used to transport shelter clients to medical appointments and other needed services. The City homeless coordinator who is licensed mental health professional has been and will continue to provide monthly trainings for shelter staff and spends approximately 1.5 days each week at the shelter. Trainings include Motivational Interviewing, Emotional Intelligence, De-escalation techniques, Trauma Informed Care, Health and Safety Topics, Maintaining Professional Boundaries, and Best Practices in Homeless Services (Housing First, Harm Reduction, etc.), Mental Health Wellness and Sign and Symptoms of Addiction.

2	Agency/Group/Organization	Yolo County Health and Human Services Agency
	Agency/Group/Organization Type	Services-homeless Services-Health Services-Employment Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Yolo County has been one of the key partners for development of the East Beamer Way Campus on City-owned land. Yolo County provided financial support for the construction of the 100-bed homeless shelter that was completed in December 2020 and opened in early January 2021 and has committed funds for 61-unit permanent supportive housing project that will be constructed directly north of the shelter. Yolo County has assigned a case manager to work at the shelter for approximately 3.5 days each week with clients who have medical and mental health issues.

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

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless and Poverty Action Coalition (HPAC)	The City is a member of the local continuum of care, Homeless and Poverty Action Coalition (HPAC). HPAC transitioned to a nonprofit organization in early 2021 and serves as a local planning body that provides leadership and coordination on the issues of homelessness and poverty in Yolo County. In the last couple of years, HPAC has increasingly become involved in affordable housing issues as it has been responsible for allocating a number of federal and state grant funds separate in addition to Federal CoC Program funds. A City representative serves on HPAC's 15-member board of directors and this individual also administers the City's CDBG program and works on affordable housing issues, programs, and projects. HPAC's board of directors includes representatives from service provider entities and government agencies. The City representative attends monthly meeting of HPAC's Governance Committee and Technical Subcommittee. Participation in HPAC provides ongoing opportunities to improve the coordination between public and assisted housing providers and private and governmental health, mental health and service agencies. While not funded with CDBG funds, the 61-unit permanent supportive housing project being developed by City staff and constructed on City-owned land with grant assistance from the City is consistent with HPAC goals that include providing the homeless with permanent housing and the services to support them in housing. The PSH project is expected to be completed and occupied in 2022.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Woodland Housing Element for 2013-2021	City of Woodland	The following Strategic Plan goals overlap with goals of the City's Housing Element: Fair Housing Services - The City will fund the Fair Housing Hotline Project operated by Legal Services of Northern California (LSNC). The project provides free information and advice on fair housing issues, case intake and compliant processing, and investigation of alleged fair housing violations. The project also includes an annual fair housing conference in April that is open to landlords and tenants. Affordable Housing Monitoring - City staff will conduct annual affordable housing monitoring for affordable rental units and owner-occupied affordable units. At least 500 housing units will be monitored each year. Rehabilitation, Multi-Unit Residential - The City shall support the rehabilitation of at least 60 residential units during the Consolidated Plan period. Multi/Single Family Affordable Units Construction - The City will provide funding to support the construction of 136 affordable rental units during the period of the Consolidated Plan including units for special needs populations.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City provided multiple opportunities for nonprofit service providers, the private sector, and government agencies to provide input on the City's 2021/22 Action Plan and the CDBG program in general. These efforts included the City's monthly participation as a board member of the local continuum of care (Homeless and Poverty Action Coalition or HPAC). HPAC transitioned to a nonprofit with a board of directors in 2021.

AP-12 Participation – 91.105, 91.200(c)

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

The citizen participation process/efforts including the following: (1) emailing a notice of funding availability (NOFA)/notice of public meeting-applicant workshop, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, Community Development Needs Table for Woodland's 2020 - 2024 Consolidated Plan, and a copy of the CDBG funded activities for FY 2020/21 to current and previous CDBG subrecipients and other interested parties (approximately 23 nonprofits, government agencies, and other parties); (2) emailing the information contained in #1 to the local continuum of care, nonprofit Homeless and Poverty Action Coalition (more than 100 individuals from nonprofits, government agencies, and other organizations); (3) publishing the notice of funding availability in the June 19, 2021 edition of the Daily Democrat; (4) posting the NOFA and other attachments from the NOFA email on the City's website (<https://www.cityofwoodland.org/597/Community-Development-Block-Grant>); (5) providing copies of the NOFA and application materials at City Hall (300 First Street - Community Development Department counter); (6) holding a public meeting-applicant workshop on June 23, 2021 through Zoom; (7) noticing the availability of the draft FY 2021/22 Action Plan and the City Council's July 20, 2021 public hearing on the Action Plan in the July 3, 2021 edition of the Daily Democrat in Spanish and English; (8) posting the draft FY 2021/22 Action Plan to the City's website; (9) emailing members of the local continuum of care (HPAC) on the availability of the draft FY 2021/22 Action Plan and the City Council's July 20, 2021 public hearing on the Action Plan; and (10) holding a public hearing at the July 20, 2021 City Council meeting to receive public comments on the Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/broad community	A notice of funding availability (NOFA)/notice of public meeting-applicant workshop was emailed to current CDBG subrecipients and other interested parties. The same information was also emailed to the local continuum of care's email list.	Prospective applicants asked questions about the funding available, but did not provide comments on the City's CDBG program.	The City did not decline comments.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community	The notice of funding availability (NOFA)/notice public meeting-applicant workshop was published in the June 19, 2021 edition of the Woodland Daily Democrat.	Comments were not submitted in response to the newspaper advertisement.	The City did not decline comments.	

3	Posting on City's website	Non-targeted/broad community	The notice of funding availability (NOFA)/notice of public meeting-applicant workshop, applications for public service and construction activities, Woodland's rating and ranking system for CDBG applications, the Community Development Needs Table for Woodland's 2020-2024 Consolidated Plan, and a copy of a table with the CBDG-funded activities for 2020/21	Comments were not submitted in response to the website posting.	The City did not decline comments.	https://www.cityofwoodland.org/597/Community-Development-Block-Grant
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			were posted to the City's website.			
4	NOFA & application materials available at City Hall	Non-targeted/broad community	Copies of the notice of funding availability (NOFA)/notice of public meeting-applicant workshop and application materials were made available at the Woodland City Hall (300 First Street - Community Development Department public counter).	Comments were not submitted in response to the availability of the NOFA and application materials.	The City did not decline comments.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-targeted/broad community	City staff convened a Zoom meeting on June 23, 2021 to brief CDBG applicants on the application process and receive community input on the City's CDBG program. Representatives from five nonprofit service providers participated in the meeting.	While meeting attendees asked a number of questions about the application process, comments were not provide on the overall CDBG program.	The City did not decline comments.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A notice of availability of the draft 2021/22 Action Plan/notice of July 20, 2021 City Council public hearing for the Action was published in the July 3, 2021 edition of the Woodland Daily Democrat. The notice was published in English and Spanish.	UPDATE AFTER COMMENT PERIOD CLOSES	UPDATE AFTER COMMENT PERIOD CLOSES	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Notice of draft Action Plan and City Council public hearing posted to City website	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A notice of availability of the draft 2021/22 Action Plan/notice of July 20, 2021 City Council public hearing for the Action was posted to the City's website in English and Spanish. In addition, a copy of the draft Action Plan was posted to the website as well.	UPDATE AFTER COMMENT PERIOD CLOSSES	UPDATE AFTER COMMENT PERIOD CLOSSES	https://www.cityofwoodland.org/597/Community-Development-Block-Grant

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Internet Outreach	Local Continuum of Care (Homeless and Poverty Action Coalition)	A notice of availability of the draft 2021/22 Action Plan/notice of July 20, 2021 City Council public hearing for the Action Plan was emailed to the local of continuum of care's email list.	UPDATE AFTER COMMENT PERIOD CLOSES	UPDATE AFTER COMMENT PERIOD CLOSES	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Public Meeting	Non-targeted/broad community	The Woodland City Council held a public hearing at its July 20, 2021 meeting to receive public comments on the proposed 2021/22 CDBG Action Plan. The meeting was held through Zoom and the public was provided with opportunities to comment on the Action Plan before the meeting and during the meeting.	UPDATE AFTER COMMENT PERIOD CLOSES	UPDATE AFTER COMMENT PERIOD CLOSES	

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

For the second year of the City’s Consolidated Plan, a total of \$600,430.72 in CDBG funds (annual allocation and program income) will be available for infrastructure and public service activities. These funds will be leveraged with \$494,455 in non-federal and non-state resources from subrecipients that includes in-kind contributions, subrecipient funds, fundraising, client portion of rents, donations, support from foundations, and corporate support. The discussion at the end of this section highlights non-CDBG funds that be available during the Consolidated Plan period.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	507,144	93,287	0	600,431	1,500,000	

Table 5 - Expected Resources – Priority Table

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

For Program Year 2021, federal funds will be leveraged with \$494,455 in non-federal and non-state funds for the following infrastructure and public service activities.

New Hope Community Development Corporation, Cottonwood Meadows Siding & Structural Dry-rot Improvements - Phase S-2

CommuniCare Health Centers, Garden & Outdoor Classroom, Garden & Outdoor Classroom

Yolo Community Care Continuum, New Dimensions Supported Housing

Storm Term Emergency Aid Committee, Woodland Homeless Prevention Program

Yolo Wayfarer Center, Emergency Shelter Services

Northern California Children's Therapy Center, Project HOPE

Yolo County Children's Alliance, Woodland MediCal & CalFresh Enrollment, Retention & Navigation Assistance

Empower Yolo, Shelter Services, Shelter Services

Yolo Food Bank, Nurture Woodland

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City, Yolo County, key nonprofit agencies, and local health care providers have partnered to support the East Beamer Way Campus on City-owned land. East Beamer Way will include three components: a 100-bed shelter for single men and women (constructed in late 2020 and operational in early January 2021), 61 units of permanent supportive housing, and a 60-bed treatment facility. The East Beamer Way campus represents a paradigm shift in how to address the homeless challenges in Woodland. The East Beamer Way property is located directly north of the City limits within the City's General Plan area. The City deeded the shelter site to a local nonprofit, Friends of Mission, at no cost. The phase two infrastructure work for the PSH and treatment facility sites have started and the work is expected to be completed by Fall 2021. It is anticipated that installation of the PSH units will be completed in 2022.

Discussion

In 2018, the City established a homeless coordinator position to address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth. The homeless coordinator who is a licensed mental health professional engages homeless residents, provides referrals for services, and works closely with social service agencies and Yolo County to coordinate services and housing options whenever possible. The homeless coordinator has also been providing monthly trainings for staff at the community's homeless shelter, the 100-bed Yolo Wayfarer Center. Trainings will include Motivational Interviewing, Emotional Intelligence, De-escalation techniques, Trauma Informed Care, Health and Safety Topics, Maintaining Professional Boundaries, Best Practices in Homeless Services (Housing First, Harm Reduction, etc.), Mental Health Wellness and Sign and Symptoms of Addiction. This position is funded through City's general fund and a grant received by the City.

The East Beamer Way Campus as noted in the above section includes 61 units of permanent supportive housing. The PSH project is expected to be completed in program year 2021 (July 1, 2021 - June 30, 2022) and the City has committed \$1,482,000 in local funds (revenues from affordable housing in-lieu and Spring Lake Off-Site Affordable Housing fees) for construction of the project. In addition, a grant funds of \$525,972 will be used for the construction of the project (infrastructure and housing units). The grant was awarded to the City by Partnership HealthPlan of California and the initial grant funds of \$154,000 were used for development of the PSH site.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities & Improvements (includes ADA)	2020	2024	Non-Housing Community Development		Public Facilities & Improvements (includes ADA)	CDBG: \$244,646	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 600 Persons Assisted
2	Youth Centers	2020	2024	Non-Homeless Special Needs				
3	Parks, Recreational Facilities	2020	2024	Parks, Recreational Facilities				
4	Public Services (Other: Emergency Food & Shelter)	2020	2024	Homeless Individuals At-Risk		Public Services (Other: Emergency Food & Shelter)	CDBG: \$59,736	Public service activities other than Low/Moderate Income Housing Benefit: 665 Persons Assisted Homeless Person Overnight Shelter: 325 Persons Assisted Homelessness Prevention: 272 Persons Assisted
5	Youth Services	2020	2024	Youth Services				

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Employment Training	2020	2024					
7	Fair Housing Services (Subject to PS Cap)	2020	2024	Fair Housing Services		Fair Housing Activities (Subject to PS Cap)	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
8	Health Services	2020	2024			Health Services	CDBG: \$6,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
9	Rehabilitation, Single Unit Residential	2020	2024					
10	Rehabilitation, Multi-Unit Residential	2020	2024	Affordable Housing Rehabilitation, Multi-Unit Residential		Rehabilitation, Multi-Unit Residential	CDBG: \$85,000	Rental units rehabilitated: 53 Household Housing Unit
11	Rehabilitation Administration	2020	2024	Rehabilitation Administration				
12	Affordable Housing Monitoring	2020	2024	Affordable Housing Monitoring			CDBG: \$0	Other: 500 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facilities & Improvements (includes ADA)
	Goal Description	City of Woodland, ADA Accessibility Project - The City will design and construct improvements at up to 12 locations including ADA compliant curb ramps, sidewalks, and driveways. The locations are on the City's ADA Priority Route which was identified in conjunction with the City's ad hoc committee of community members with disabilities and is coordinated with Yolobus routes throughout the City. City of Woodland, ADA Restroom Upgrades - The Woodland Public Library will upgrade existing restrooms for ADA compliance. CommuniCare Health Centers, Garden & Outdoor Classroom - CommuniCare will add features to the Garden & Outdoor Classroom located at the Hansen Family Health Center to further engage the community and make it easy for staff to conduct educational and clinical activities in the garden. The project will include the construction of a 600 square foot outdoor classroom that will host regular group education and therapy activities.
2	Goal Name	Youth Centers
	Goal Description	
3	Goal Name	Parks, Recreational Facilities
	Goal Description	

4	Goal Name	Public Services (Other: Emergency Food & Shelter)
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	Goal Description	Meals on Wheels Yolo County, Home Delivered Meals Program - Meals on Wheels will provide hot, noontime meals and weekday safety checks for homebound, low income senior citizens. Yolo Food Bank, Nurture Woodland - The Yolo Food Bank will collect, sort, store, and distribute food to food insecure individuals. Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - STEAC 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. The Yolo County Children's Alliance (YCCL) will provide bi-lingual, bi-cultural, friendly, patient, and in-person service so that YCCL can walk people through the process of enrolling in MediCal and CalFresh. YCCL will help troubleshoot issues that arise and confirm that all necessary paperwork is complete for review by the Yolo County Health and Human Services Agency, the administrative agency. Once enrolled, YCCL will follow up with clients to make sure they understand their benefits and how to use them, including helping them to connect to the actual health and food services in their community. Yolo Community Care Continuum, New Dimensions Supported Housing -YCCC will provide housing and supportive services for adults who are at risk of homelessness and have a mental illness. Yolo Wayfarer Center, Emergency Shelter Services - YWC offers dormitory-style shelter for up to 100 homeless individuals daily. The shelter program provides three nutritious meals a day, case management, mailbox services, showers, laundry facilities, and access to substance use treatment upon referral and availability. Assistance accessing mainstream benefit programs as well as job and housing search assistance are provided. Empower Yolo, Shelter Services - Empower Yolo provides emergency food and shelter to victims of domestic violence, sexual assault, stalking, and human trafficking. The shelter also offers a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. During the course of their stay, every adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care. Services at the shelter include case management, safety planning, weekly goal-setting, economic empowerment, life skills development, and domestic violence education. City of Woodland, Homeless Coordinator - The Homeless Coordinator addresses citywide needs for individuals and families that are homeless or at-risk of homelessness and at-risk youth. This position consults, refers cases, and works
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		actively with government agencies and private partners/community groups. The Homeless Coordinator participates in homeless coordinated entry case conferences and meetings of the multi-disciplinary team for homelessness intervention. The position also refers individuals and families to appropriate community resources, performs case management duties for individuals and makes service referrals to social service providers for at-risk youth and individuals/families who are homeless or at-risk of homelessness. This position is not funded through the CDBG program.
5	Goal Name	Youth Services
	Goal Description	
6	Goal Name	Employment Training
	Goal Description	
7	Goal Name	Fair Housing Services (Subject to PS Cap)
	Goal Description	Legal Services of Northern California, Fair Housing Services - Legal Services will provide fair housing services through phone and in-person consultations with Woodland residents who contact Legal Services with housing complaints. Attorneys from Legal Services will advise clients with fair housing issues of their right under fair housing laws. Attorneys will also pursue reasonable accommodations, where appropriate, and assist clients in filing complaints with the U.S. Department of Housing and Urban Development and the California State Department of Fair Employment and Housing when the issue cannot be resolved informally. Legal Services also holds an annual fair housing workshop in collaboration with the City of Woodland and Yolo County Housing.
8	Goal Name	Health Services
	Goal Description	Northern California Children's Therapy Center, Project Hope - NCCTC will provide health care access for special needs children through early intervention, socialization and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence.

9	Goal Name	Rehabilitation, Single Unit Residential
	Goal Description	
10	Goal Name	Rehabilitation, Multi-Unit Residential
	Goal Description	New Hope Community Development Corporation, Cottonwood Meadows Siding & Structural Dry-rot Improvements, Phase S-2 - The project will complete additional dry-rot repairs to the T-1-11 siding and areas of damage to any structural framing, which will include repairing or replacing portions of the second floor resident decks on the east side of the buildings. Similar to the other portions of this multi-phased project, the actual extent of the dry-rot damage will be determined as sections of the siding are removed and a scope of work for that section is developed. The replacement siding will be of "cement-fiber" type with new wood trim, which will be painted. Friends of the Mission, Affordable Housing Security Gates - Security gates and fencing will be installed at 925 North Street, a seven-unit affordable housing complex.
11	Goal Name	Rehabilitation Administration
	Goal Description	
12	Goal Name	Affordable Housing Monitoring
	Goal Description	The City will monitor more than 500 affordable housing units during the program year.

Projects

AP-35 Projects – 91.220(d)

Introduction

Construction activities include the Library ADA Restrooms Upgrades (City of Woodland), ADA Accessibility Program (City of Woodland), Cottonwood Meadows Siding & Structural Dry-rot Improvements-Phase S-2 (New Hope Community Development Corporation), Garden & Outdoor Classroom (CommuniCare Health Centers), Affordable Housing Security Gates (Friends of the Mission, 925 North Street), and the installation/occupancy of 61 permanent supportive housing units for homeless individuals. Public service activities include the New Dimensions Supported Housing (Yolo Community Care Continuum's housing and supportive services for adults with mental illness), Woodland Homeless Prevention Program (Short Term Emergency Aid Committee), Home Delivered Meals Program (meals provided to low income senior citizens by Meals on Wheels Yolo County), Emergency Shelter Services (100-bed emergency shelter operated by the Yolo Wayfarer Center for adult women and men), Project HOPE (Northern California Children's Therapy Center's program to provide health care access to special needs children through early intervention, socialization, and multiple therapy programs), Fair Housing Services (Legal Services of Northern California), MediCal & CalFresh Enrollment/Retention (outreach and assistance by the Yolo County Children's Alliance to families eligible for MediCal and CalFresh), Shelter Services (support for Empower Yolo's shelter for victims of domestic violence, sexual assault, stalking, and trafficking), and Nurture Woodland (distribution of food by the Yolo Food Bank and its community partners).

While not supported with CDBG funds, the City expects to make progress on providing permanent supportive housing for the homeless and supporting homeless outreach and related services during the program year through the following two activities.

The City, Yolo County, key nonprofit agencies, and local health care providers have partnered to support the East Beamer Way Campus on City-owned land. East Beamer Way will include three components: a 100-bed shelter for single men and women (constructed in late 2020 and operational in early January 2021), 61 units of permanent supportive housing, and a 60-bed treatment facility. The East Beamer Way campus represents a paradigm shift in how to address the homeless challenges in Woodland. The East Beamer Way property is located directly north of the City limits within the City's General Plan area. The City deeded the shelter site to a local nonprofit, Friends of Mission, at no cost. The phase two infrastructure work for the PSH and treatment facility sites have started and the work is expected to be completed by Fall 2021. It is anticipated that installation/occupancy of the PSH units will occur in 2022.

In 2018, the City established a homeless coordinator position to address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth. The homeless coordinator who is a licensed mental health professional engages homeless residents, provides referrals for services, and works closely with social service agencies and Yolo County to coordinate services and housing

options whenever possible. The homeless coordinator has also been providing monthly trainings for staff at the community's homeless shelter, the 100-bed Yolo Wayfarer Center. Trainings will include Motivational Interviewing, Emotional Intelligence, De-escalation techniques, Trauma Informed Care, Health and Safety Topics, Maintaining Professional Boundaries, Best Practices in Homeless Services (Housing First, Harm Reduction, etc.), Mental Health Wellness and Sign and Symptoms of Addiction. This position is funded through City's general fund and a grant received by the City.

Projects

#	Project Name
1	City of Woodland, Library ADA Restrooms Upgrade
2	City of Woodland, ADA Accessibility Project
3	New Hope Community Development Corp, Cottonwood Meadows Siding & Structural Dry-rot Improvements
4	CommuiCare Health Centers, Garden & Outdoor Classroom
5	Friends of the Mission, Affordable Housing Security Gates
6	Yolo Community Care Continuum, New Dimensions Supported Housing
7	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program
8	Meals on Wheels Yolo County, Home Delivered Meals Program
9	Yolo Wayfarer Center, Emergency Shelter Services
10	Northern California Children's Therapy Center, Project HOPE
11	Legal Services of Northern California, Fair Housing Services
12	Yolo County Children's Alliance, MediCal/CalFresh Enrollment/Retention
13	Empower Yolo, Shelter Services
14	Yolo Food Bank, Nurture Woodland
15	City of Woodland, CDBG Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities address high priority needs established in 2020-2024 Consolidated Plan and are being implemented by the 2021-2022 Action Plan. While not supported with CDBG funds, other efforts consistent with the Consolidated Plan that will occur during the program year include completion of the 61-unit permanent supportive housing project at the East Beamer Way Campus and employing a full-time homeless coordinator to address citywide needs for individual and families that are homeless or at risk of homelessness and at-risk youth. While funding streams for addressing homeless-related issues and affordable housing in general have increased in the last couple of years and particularly to address impacts of the COVID-19 Pandemic, additional resources are needed. One particular challenge is

addressing the case management needs of homeless individuals on the street, in shelter, and in permanent housing. While sheltering and housing the homeless is important, these efforts may fail unless clients are provided with robust case management.

AP-38 Project Summary
Project Summary Information

1	Project Name	City of Woodland, Library ADA Restrooms Upgrade
	Target Area	
	Goals Supported	Public Facilities & Improvements (includes ADA)
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$40,000
	Description	ADA improvements will be constructed for the restrooms at the City of Woodland's public library.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 persons who are disabled will benefit from the ADA improvements that will be constructed for the restrooms.
	Location Description	This activity will occur at the City of Woodland's public library, 250 First Street.
	Planned Activities	ADA improvements will be constructed at the restrooms for the City of Woodland's public library.
2	Project Name	City of Woodland, ADA Accessibility Project
	Target Area	
	Goals Supported	Public Facilities & Improvements (includes ADA)
	Needs Addressed	Public Facilities & Improvements (includes ADA)
	Funding	CDBG: \$196,646
	Description	ADA compliant curb ramps, sidewalks, and driveways will be constructed at up to 12 locations.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 200 individuals will benefit from the ADA curb ramp, sidewalk, and driveway improvements.
	Location Description	Locations of the proposed ADA improvements include the intersections of Ashley Avenue and Riverside Drive, Ashley Avenue and Chestnut Street, Ashley Avenue and Porter Street, Spurge Drive and Monte Vista Drive, and Monte Vista Drive and Delta Drive.

	Planned Activities	ADA compliant curb ramps, sidewalks, and driveways will be constructed at up to 12 locations.
3	Project Name	New Hope Community Development Corp, Cottonwood Meadows Siding & Structural Dry-rot Improvements
	Target Area	
	Goals Supported	Rehabilitation, Multi-Unit Residential
	Needs Addressed	Rehabilitation, Multi-Unit Residential
	Funding	CDBG: \$50,000
	Description	The project will complete additional dry-rot repairs to the T-1-11 siding and areas of damage to any structural framing, which will include repairing or replacing portions of the second floor resident decks on the east side of the buildings. Similar to the other portions of this multi-phased project, the actual extent of the dry-rot damage will be determined as sections of the siding are removed and a scope of work for that section is developed. The replacement siding will be of "cement-fiber" type with new wood trim, which will be painted.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	31 very low-income, 10 low-income, and 4 moderate-income senior citizen households will benefit from the rehabilitation work.
	Location Description	The Cottonwood Meadows apartment complex is located at 120 North Cottonwood Street.
4	Planned Activities	The project will complete additional dry-rot repairs to the T-1-11 siding and areas of damage to any structural framing, which will include repairing or replacing portions of the second floor resident decks on the east side of the buildings. Similar to the other portions of this multi-phased project, the actual extent of the dry-rot damage will be determined as sections of the siding are removed and a scope of work for that section is developed. The replacement siding will be of "cement-fiber" type with new wood trim, which will be painted.
	Project Name	CommuiCare Health Centers, Garden & Outdoor Classroom
	Target Area	
	Goals Supported	Public Facilities & Improvements (includes ADA)

	Needs Addressed	Public Facilities & Improvements (includes ADA) Health Services
	Funding	CDBG: \$8,000
	Description	CommuniCare will add features to the Garden & Outdoor Classroom located at the Hansen Family Health Center to further engage the community and make it easy for staff to conduct educational and clinical activities in the garden. The project will include the construction of a 600 square foot outdoor classroom that will host regular group education and therapy activities.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 300 lower income individuals will benefit from Garden & Outdoor Classroom improvements.
	Location Description	CommuniCare's Hansen Family Health Center is located at 215 West Beamer Street.
	Planned Activities	CommuniCare will add features to the Garden & Outdoor Classroom located at the Hansen Family Health Center to further engage the community and make it easy for staff to conduct educational and clinical activities in the garden. The project will include the construction of a 600 square foot outdoor classroom that will host regular group education and therapy activities.
5	Project Name	Friends of the Mission, Affordable Housing Security Gates
	Target Area	
	Goals Supported	Rehabilitation, Multi-Unit Residential
	Needs Addressed	Rehabilitation, Multi-Unit Residential
	Funding	CDBG: \$35,000
	Description	Security gates and fencing will be installed at 925 North Street, a seven-unit affordable housing complex.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	7 low-income households will benefit from the installation of gates and fencing.
	Location Description	The project is located at 925 North Street.
	Planned Activities	Security gates and fencing will be installed at 925 North Street, a seven-unit affordable housing complex.
6	Project Name	Yolo Community Care Continuum, New Dimensions Supported Housing
	Target Area	
	Goals Supported	Public Services (Other: Emergency Food & Shelter)
	Needs Addressed	Public Services (Other: Emergency Food & Shelter)
	Funding	CDBG: \$7,335
	Description	This program provides individualized services to residents of the New Dimensions Supportive Housing Project via the Yolo Community Care Continuum for adults at risk of mental illness. Services will be provided to mentally ill adults residing at multiple residential properties operated by YCCC in Woodland. Services include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 30 very low-income individuals will benefit from the New Dimensions Supported Housing program.
	Location Description	The program will operate at multiple residential properties owned or rented by the Yolo Community Care Continuum and mostly located in the central section of Woodland.
	Planned Activities	This program provides individualized services to residents of the New Dimensions Supportive Housing Project via the Yolo Community Care Continuum for adults at risk of mental illness. Services will be provided to mentally ill adults residing at multiple residential properties operated by YCCC in Woodland. Services include teaching independent living skills, clinical and medical support, teaching vocational skills, and ensuring safety for the residents.

7	Project Name	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program
	Target Area	
	Goals Supported	Public Services (Other: Emergency Food & Shelter)
	Needs Addressed	Public Services (Other: Emergency Food & Shelter)
	Funding	CDBG: \$6,000
	Description	Cash assistance will be provided 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.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 242 low-income individuals will benefit from the Woodland Homeless Prevention Program.
	Location Description	The Woodland Homeless Prevention Program will be available citywide to income eligible households.
8	Planned Activities	Cash assistance will be provided 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.
	Project Name	Meals on Wheels Yolo County, Home Delivered Meals Program
	Target Area	
	Goals Supported	Public Services (Other: Emergency Food & Shelter)
	Needs Addressed	Public Services (Other: Emergency Food & Shelter)
	Funding	CDBG: \$11,000
	Description	Meals on Wheels will provide hot, noontime meals and weekday safety checks for homebound, low-income senior citizens.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 125 low-income senior citizens will benefit from the Meals on Wheels program.
	Location Description	The Meals on Wheels program will be available citywide for income-eligible senior citizens.
	Planned Activities	Meals on Wheels will provide hot, noontime meals and weekday safety checks for homebound, low-income senior citizens.
9	Project Name	Yolo Wayfarer Center, Emergency Shelter Services
	Target Area	
	Goals Supported	Public Services (Other: Emergency Food & Shelter)
	Needs Addressed	Public Services (Other: Emergency Food & Shelter)
	Funding	CDBG: \$11,000
	Description	The Yolo Wayfarer Center will offer dormitory-style shelter for up to 100 homeless individuals daily at its emergency shelter. The shelter program provides three nutritious meals a day, case management, mailbox services, showers, laundry facilities, and access to substance use treatment upon referral and availability. Assistance accessing mainstream benefit programs as well as job and housing search assistance are provided.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 300 very low-income individuals will benefit from the emergency shelter services provided by the Yolo Wayfarer Center.
	Location Description	The Yolo Wayfarer Center's emergency shelter is located at the corner of East Beamer Street and Road 102.
	Planned Activities	The Yolo Wayfarer Center will offer dormitory-style shelter for up to 100 homeless individuals daily at its emergency shelter. The shelter program provides three nutritious meals a day, case management, mailbox services, showers, laundry facilities, and access to substance use treatment upon referral and availability. Assistance accessing mainstream benefit programs as well as job and housing search assistance are provided.

10	Project Name	Northern California Children's Therapy Center, Project HOPE
	Target Area	
	Goals Supported	Health Services
	Needs Addressed	Health Services
	Funding	CDBG: \$6,000
	Description	Project HOPE will provide health care access for special needs children through early intervention, socialization and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 150 special needs children from lower-income households will benefit from the health care services provided through Project HOPE.
	Location Description	Project HOPE will provide therapy services citywide to income-eligible families.
11	Planned Activities	Project HOPE will provide health care access for special needs children through early intervention, socialization and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence.
	Project Name	Legal Services of Northern California, Fair Housing Services
	Target Area	
	Goals Supported	Fair Housing Services (Subject to PS Cap)
	Needs Addressed	Fair Housing Activities (Subject to PS Cap)
	Funding	CDBG: \$10,000

	Description	Legal Services of Northern California (Woodland office) will provide fair housing services through phone and in-person consultations with Woodland residents who contact Legal Services with housing complaints. Attorneys from Legal Services will advise clients with fair housing issues of their right under fair housing laws. Attorneys will also pursue reasonable accommodations, where appropriate, and assist clients in filing complaints with the U.S. Department of Housing and Urban Development and the California State Department of Fair Employment and Housing when the issue cannot be resolved informally. Legal Services also provides an annual fair housing workshop in collaboration with the City of Woodland and Yolo County Housing.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 100 lower-income individuals will benefit from the Fair Housing services provided by Legal Services of Northern California.
	Location Description	Fair Housing Services will be provided citywide to income-eligible individuals.
	Planned Activities	Legal Services of Northern California (Woodland office) will provide fair housing services through phone and in-person consultations with Woodland residents who contact Legal Services with housing complaints. Attorneys from Legal Services will advise clients with fair housing issues of their right under fair housing laws. Attorneys will also pursue reasonable accommodations, where appropriate, and assist clients in filing complaints with the U.S. Department of Housing and Urban Development and the California State Department of Fair Employment and Housing when the issue cannot be resolved informally. Legal Services also holds an annual fair housing workshop in collaboration with the City of Woodland and Yolo County Housing.
12	Project Name	Yolo County Children's Alliance, MediCal/CalFresh Enrollment/Retention
	Target Area	
	Goals Supported	Public Services (Other: Emergency Food & Shelter) Health Services
	Needs Addressed	Public Services (Other: Emergency Food & Shelter) Health Services

	Funding	CDBG: \$6,000
	Description	The Yolo County Children Alliance (YCCL) will provide bi-lingual, bi-cultural, friendly, patient, and in-person service so that YCCL can walk people through the process of enrolling in MediCal and CalFresh. YCCL will help troubleshoot issues that arise and confirm that all necessary paperwork is complete for review by the Yolo County Health and Human Services Agency, the administrative agency. Once enrolled, YCCL will follow up with clients to make sure they understand their benefits and how to use them, including helping them to connect to the actual health and food services in their community.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 140 low-income individuals and families will benefit from the MediCal/CalFresh Enrollment/Retention program. For many of the beneficiaries, Spanish is their primary language.
	Location Description	The activities will be provided citywide to income-eligible individuals and families.
	Planned Activities	The Yolo County Children's Alliance (YCCL) will provide bi-lingual, bi-cultural, friendly, patient, and in-person service so that YCCL can walk people through the process of enrolling in MediCal and CalFresh. YCCL will help troubleshoot issues that arise and confirm that all necessary paperwork is complete for review by the Yolo County Health and Human Services Agency, the administrative agency. Once enrolled, YCCL will follow up with clients to make sure they understand their benefits and how to use them, including helping them to connect to the actual health and food services in their community.
13	Project Name	Empower Yolo, Shelter Services
	Target Area	
	Goals Supported	Public Services (Other: Emergency Food & Shelter)
	Needs Addressed	Public Services (Other: Emergency Food & Shelter)
	Funding	CDBG: \$7,736

	Description	Empower Yolo provides emergency food and shelter to victims of domestic violence, sexual assault, stalking, and trafficking. The shelter also offers a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. During the course of their stay, every adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care. Services at the shelter include case management, safety planning, weekly goal-setting, economic empowerment, life skills development, and domestic violence education.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 25 very low- and low-income households will benefit from Empower Yolo's shelter program.
	Location Description	Empower Yolo's shelter is located at an undisclosed location in Yolo County.
	Planned Activities	Empower Yolo provides emergency food and shelter to victims of domestic violence, sexual assault, stalking, and human trafficking. The shelter also offers a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. During the course of their stay, every adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care. Services at the shelter include case management, safety planning, weekly goal-setting, economic empowerment, life skills development, and domestic violence education.
14	Project Name	Yolo Food Bank, Nurture Woodland
	Target Area	
	Goals Supported	Public Services (Other: Emergency Food & Shelter)
	Needs Addressed	Public Services (Other: Emergency Food & Shelter)
	Funding	CDBG: \$11,000
	Description	The Yolo Food Bank will collect, sort, store, and distribute food to food insecure individuals.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 400 individuals will benefit from the Yolo Food Bank's Nurture Woodland program.
	Location Description	The Food Bank's Nurture Woodland program will be available citywide.
	Planned Activities	The Yolo Food Bank will collect, sort, store, and distribute food to food insecure individuals.
15	Project Name	City of Woodland, CDBG Administration
	Target Area	
	Goals Supported	Public Facilities & Improvements (includes ADA) Public Services (Other: Emergency Food & Shelter) Fair Housing Services (Subject to PS Cap) Health Services Rehabilitation, Multi-Unit Residential Affordable Housing Monitoring
	Needs Addressed	Public Facilities & Improvements (includes ADA) Public Services (Other: Emergency Food & Shelter) Fair Housing Activities (Subject to PS Cap) Health Services Rehabilitation, Multi-Unit Residential
	Funding	CDBG: \$101,428
	Description	CDBG funds will be used for the administration of the City of Woodland's CDBG program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable as the funding will be used for the administration of the City's CDBG program.
	Location Description	Not applicable as the funding will be used for the administration of the City's CDBG program.
	Planned Activities	CDBG funds will be used for the administration of the City of Woodland's CDBG program.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The following construction activities are located in low-moderate income Census Block Groups.

CommuniCare Health Centers, Garden & Outdoor Class

New Hope Community Development Corporation, Cottonwood Meadows Phase S-1 Rehabilitation

City of Woodland, ADA Accessibility Program (six of the twelve accessible ramp locations)

For public service activities, the following activities are located in low-moderate income Census Block Groups; however, these activities as well as the other activities proposed for funding are available on a citywide basis to income-eligible individuals.

Meals on Wheel Yolo County, Home Delivered Meals Program

Yolo Community Care Continuum, New Dimensions Supported Housing (a portion of the permanent supportive housing locations)

Northern California Children's Therapy Center, Project HOPE

Legal Services of Northern California, Fair Housing Services

According to the most recent American Community Survey five-year estimates (2013-2017 ACS 5-Year Estimates), the distribution of minority persons based on race at the Census block group level does not include any concentrations. A concentration is defined as 51 percent or more. For Asians, the greatest concentration occurs in Block Group 2, Census Tract 111.02 at 21.2 percent. For Black or African American, the greatest concentration occurs in Block Group 1, Census Tract 109.02 at 11.8 percent. While there are no race concentrations at the Census block group level, there are ethnic concentrations. The 2013-2017 ACS 5-Year Estimates shows 48.3 percent of Woodland is Hispanic or Latino. For the Hispanic or Latino ethnicity, there are concentrations in fourteen Census block groups and eleven of the block groups (marked in bold) are located in low-moderate income Census block groups: **Block Groups 1 and 3**, Census Tract 108; Block Group 1, Census Tract 109.01; **Block Groups 2 and 3**, Census Tract 109.01; **Block Groups 1 and 2**, Census Tract 109.02; **Block Group 2**, Census Tract 110.01; Block Group 1, Census Tract 111.01; **Block Group 2**, Census Tract 111.01; **Block Groups 1 and 2**,

Census Tract 111.02; **Block Group 1**, Census Tract 111.03; and **Block Group 3**, Census Tract 112.05.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted in the above item (Description of the areas of the entitlement...), a number of the CDBG projects and programs that will be funded are located in low-moderate income Census Block Groves. However, the programs offered by the organizations are available citywide to income-eligible households.

Discussion

Target Areas are not designated for Woodland's Consolidated Plan. Proposed public service activities are available to residents throughout the City.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

For the program year, the City will use CDBG and other funds to provide affordable housing assistance through the following activities.

1. New Hope Community Development Corporation, Cottonwood Meadows Siding & Structural Dry-rot Improvements, Phase S-2 - (rehabilitation of apartment complex that serves very low-, low-, and moderate-income senior citizen households)

2. Yolo Community Care Continuum, New Dimensions Supported Housing (housing and supportive services for adults with a mental illness who are at risk of homelessness)

3. Short Term Emergency Committee, Woodland Homeless Prevention Program (emergency cash assistance for overdue rent in order to prevent evictions and first month's rent to help individuals and families move into permanent, long-term housing)

The City will use non-CDBG funds to provide affordable housing for the homeless through the following project.

East Beamer Way Campus - The City has partnered with local nonprofits Friends of the Mission, Yolo Wayfarer Center, and Woodland Opportunity Village; Yolo County; and regional health care providers including Dignity Health to develop the East Beamer Way campus on City-owned property at the northwest corner of East Beamer Street and County Road 102 for a new expanded homeless shelter, permanent supportive housing units, and a new expanded treatment facility. Construction of the homeless shelter was completed in December 2020 and operations began in January 2021. The new shelter provides 100 beds for adult women and men while the previous shelter had capacity for 65 beds which included using the dining hall for sleeping quarters. Directly north of the shelter facility is a site that will accommodate 61 units of permanent supportive housing for homeless individuals. The City has awarded a construction contract for the final infrastructure work for the PSH site and work will commence once HUD has signed off on the submittals for the 15 project-based vouchers awarded Friends of the Mission for the PSH units. The final component of the East Beamer Way campus is a new 60-bed treatment facility (Walter's House) that will replace an existing facility with 44 beds. Infrastructure work planned for the PSH site will also extend into the treatment facility site. The City's commitment for East Beamer Way has been significant as the City served as the developer, donated the land, and will end up providing funds in excess of \$2,000,000 with a majority of the funds

being derived from affordable housing revenues received by the City.

One Year Goals for the Number of Households to be Supported	
Homeless	325
Non-Homeless	882
Special-Needs	305
Total	1,512

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	242
The Production of New Units	61
Rehab of Existing Units	52
Acquisition of Existing Units	0
Total	355

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The number reported for households assisted through rental assistance represents 242 individuals assisted and not individual households.

AP-60 Public Housing – 91.220(h)

Introduction

Yolo County Housing (YCH) serves as the public housing authority for Yolo County, administers the countywide Housing Choice Voucher program (individual vouchers, project-based vouchers, and special purpose vouchers); operates public housing facilities, agricultural housing, and other affordable housing projects throughout Yolo County; and offers other programs. In Woodland, YCH operates two public housing developments: Yolano Village (60 family units) and Donnelly Circle (72 family units) which are generally fully occupied. A total of 6,711 families are on the wait list for the two developments.

Actions planned during the next year to address the needs to public housing

For the program year, the City plans to fund the following public service activities which are available to public housing residents and other eligible Woodland residents: Yolo Food Bank, Nurture Woodland (food); Short Term Emergency Aid Committee, Woodland Homeless Prevention Program (rental assistance for individuals and families at-risk of eviction); Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention (MediCal and CalFresh enrollment); and Northern California Children's Therapy Center, Project HOPE (health care access for special needs children).

While not funded through the CDBG program, the City provides other programs that may benefit public housing residents. The City through funding from its Measure J sales tax measure provides scholarships for youth day camps, swim lessons, lifeguard training, an outdoor adventures trip, and tennis classes. Scholarships result in a substantial fee reduction (except tennis, which is free) and are available to families that earn no more than 60% of the countywide median household income, adjusted for household size. Generally, families that meet the requirements for the school lunch program are eligible for the scholarships. In addition, the City operates a Summer at City Hall program. This program is a partnership between the City and Woodland Joint Unified School District. The program exposes high school students to how local government works, positive approaches to influence decision making, and democracy. Students tour City and County departments, received lessons on civics, participate in job shadowing City personnel, and participate in an advocacy project. Upon completion of Summer at City Hall, students receive a stipend from the City and school credit from the School District.

Another initiative not funded with CDBG funds and available to residents of public housing includes the Woodland Promise Program to support local higher education access and equity. This initiative, a partnership between the City and Woodland Community College, will start in Fall 2021 and provide financial resources to help Woodland students who might not otherwise be able to afford a college education and supports the Consolidated Plan high priority need of employment training. Woodland Promise has two components: a fee-waiver called Woodland College Promise and a scholarship program call the Woodland Stars Scholarship. Woodland College Promise will cover up to two years of community fees for eligible students who live in Woodland and have graduated from a local high

school Eligible students must be full-time WCC students with a completed Student Educational Plan.

The points-based Woodland Stars Scholarship will award up to an additional \$1,000 a year to students benefiting from the Woodland College Promise program. Woodland Stars applicants will be assigned points based on their demonstrated civic engagement or volunteerism, their academic performance, their Student Educational Plan, and their time spent with applied internships associated with their studies. Scholarships can be used toward supplemental materials such as textbooks and represent an additional tool to foster educational access at WCC regardless of a student's financial means. Measure J sales tax revenues are being used to support the two-year Woodland Promise Program initiative.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Yolo County Housing (YCH) is governed by a board of commissioners separate from the City of Woodland's jurisdiction. Two of the commissioners are residents of YCH developments which includes public housing facilities and other low income developments. A public housing residents group meets on a quarterly basis to discuss issues affecting public housing residents and provide YCH management with input. While the City of Woodland is not involved in the governance or oversight of YCH and its public housing program, City programs including recreation scholarships, first time homebuyer loan assistance, Rec2Go (mobile recreation van), part-time employment opportunities for high school students through the City's recreational programs, and Summer at City Hall are available to public housing residents. Summer at City Hall is a partnership between the City and Woodland Joint Unified School District that exposes youth to how local government works, positive approaches to influence decision-making, and democracy. Participants receive a stipend and school credit after completion of the program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Yolo County Housing which serves as the PHA for Yolo County is not designated as troubled.

Discussion

Public housing is funded through Congressional appropriations. According to the National Housing Law Project (NHLP), Congress has not adequately funded public housing for decades and it is estimated that public housing units nationwide need at least \$45 billion in repairs. While NHLP notes that HUD's Rental Assistance Demonstration (RAD) program creates some opportunities to preserve and rehabilitate existing public housing units, it cautions that these efforts must be balanced to lessen the impacts on existing tenants. While the public housing units in Woodland (Yolano Village and Donnelly Circle) are in good condition; funds will be needed to preserve and modernize them. Yolo County Housing is engaged in discussions with HUD on converting the public housing provided at Yolano Village (60 family units) and Donnelly Circle (72 family units) into a housing choice voucher supported program. Potentially,

moving to a voucher supported program and exiting public housing could result in construction of new units for public housing residents. However, this is a long process predicated on HUD's approval of the conversation to a voucher supported program and the ability to finance new construction.

Yolo County Housing is engaged in discussions with HUD on converting the public housing provided at Yolano Village (60 family units) and Donnelly Circle (72 family units) is funded through Congressional appropriations. According to the National Housing Law Project (NHLP), Congress has not adequately funded public housing for decades and it is estimated that public housing units nationwide need at least \$45 billion in repairs. While NHLP notes that HUD's Rental Assistance Demonstration (RAD) program creates some opportunities to preserve and rehabilitate existing public housing units, it cautions that these efforts must be balanced to lessen the impacts on existing tenants. While the public housing units in Woodland (Yolano Village and Donnelly Circle) are in good condition, funds will be needed to preserve and modernize them.

In Woodland, YCH operates two public housing developments: Yolano Village (60 family units) and Donnelly Circle (72 family units) which are generally fully occupied. A total of 6,711 families are on the wait list for the two developments.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Yolo County Homeless and Poverty Action Coalition conducted the 2019 Yolo County Homeless Count on January 22, 2019. The Homeless Count is a survey of individuals and families identified as experiencing sheltered or unsheltered homelessness within the boundaries of Yolo County on a single night in January. It is important to recognize that the count reflects only those persons identified as homeless within the county on a single day. Many individuals and families move in and out of homelessness during the course of a year, meaning that the actual number of people experiencing homelessness in 2019 may be higher than the numbers included in the count. A total of 238 homeless individuals (sheltered and unsheltered) were counted for Woodland. Detailed information on Woodland's homeless count is provided in the tables and narrative sections below. A Homeless Count was not conducted in 2021 because of the COVID-19 pandemic.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Empower Yolo, Emergency Shelter - This activity will support staffing for an emergency shelter that serves victims of domestic violence, sexual assault, stalking, and human trafficking.

Yolo Community Care Continuum, New Dimensions Supported Housing - This activity assists individuals who are at risk of homelessness by providing housing and supportive services to adults with a mental illness.

Yolo Wayfarer Center, Emergency Shelter Services - The shelter program offers dormitory style shelter for up to 100 adult women and men and includes three nutritious meals a day, mailbox services, showers, laundry facilities, and resources/referral services - including assistance accessing mainstream benefits. Shelter participants are required to make progress on their personal development/housing plans after ten days at the shelter. This includes activities in the areas of physical and mental health, income/employment, and housing goals. Because of the COVID-19 pandemic, the shelter has been limited to a 70-bed capacity.

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - This activity provides cash assistance to prevent individuals from being evicted and assists the homeless

obtain housing through rental assistance.

While not funded through CDBG, the City established a homeless coordinator position in 2018 and this position addresses citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth. The homeless coordinator actively engages homeless residents, provides referrals for services, and works closely with social service agencies and Yolo County to coordinate services and housing options whenever possible.

While not supported with CDBG funds, the City expects to make progress on providing permanent supportive housing for the homeless and supporting homeless outreach and related services during the program year through the following two activities: (1) Installation/occupancy of 61 permanent supporting housing units for homeless units at the East Beamer Campus and (2) City homeless coordinator position to address citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth.

Addressing the emergency shelter and transitional housing needs of homeless persons

Homeless persons will be assisted through the following CDBG-funded public service activities. Please see the above narrative for a description of the activities.

Empower Yolo, Shelter Services

Yolo Community Care Continuum, New Dimensions Supported Housing

Yolo Wayfarer Center, Emergency Shelter Services

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program

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

Continuum of Care Program - HUD in 2020 awarded the City three 2019 Continuum of Care Competition

Annual Action Plan

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2021

grant renewals for permanent supporting housing projects: Reallocation from Transitional Housing to Permanent Supportive Housing, Consolidated Permanent Supportive Housing for Chronically Homeless, and Bonus Project Permanent Supportive Housing for Chronically Homeless. The City's subrecipient, the Yolo Wayfarer Center, will use the grant funds to provide permanent supportive housing for homeless individuals and families. The Action Plan includes funding for the Short Term Emergency Aid Committee to assist homeless persons obtain housing through rental assistance.

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - This activity provides cash assistance to prevent individuals from being evicted and assists homeless persons obtain housing through rental assistance.

Empower Yolo, Shelter Services - Empower Yolo provides emergency food and shelter for the homeless, who are among the special population, victims of domestic violence. Empower Yolo operates the only shelter in Yolo County that specifically provides services to victims of domestic violence, sexual assault, stalking, and human trafficking. More than just a temporary refuge, Empower Yolo's shelter also provides a comprehensive empowerment program designed to assist survivors of domestic violence in becoming independent and safe from the violence in their lives. During the course of their stay, every adult and child is assigned an advocate to assist with goal-setting and obtaining food, clothing, financial aid, transportation, and health care. Programs offered at the shelter include case management, safety planning, weekly goal-setting, economic empowerment, life skills development, and domestic violence education. The shelter provides individual, on-site therapy to the residents at the shelter, as well as on-site legal and restraining order assistance, as needed. While the shelter is known as a safety net from violence, the less-known objective of the shelter program is to educate, empower, and support survivors in healing and rebuilding their lives free from violence. After leaving the shelter, clients are encouraged to continue using the services of Empower Yolo, including therapy and support groups.

Yolo Wayfarer Center, Emergency Shelter Services - The shelter program offers dormitory style shelter for up to 100 adult women and men and includes three nutritious meals a day, mailbox services, showers, laundry facilities, and resources/referral services - including assistance accessing mainstream benefits. Shelter participants are required to make progress on their personal development/housing plans after ten days at the shelter. This includes activities in the areas of physical and mental health, income/employment, and housing goals.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Yolo Community Care Continuum, New Dimensions Supported Housing - This activity

provides supportive housing for adults at risk of homelessness who have mental illness.

City of Woodland, Homeless Coordinator - This activity which is not funded through the City's CDBG program addresses citywide needs for individuals and families that are homeless or at risk of homelessness and at-risk youth.

Short Term Emergency Aid Committee, Woodland Homeless Prevention Program - This activity provides cash assistance to prevent individuals from being evicted and assists homeless persons obtain housing through rental assistance.

Yolo Food Bank, Nurture Woodland - This activity distributes food to food insecure people in Woodland.

Yolo County Children's Alliance, Woodland MediCal & CalFresh Enrollment & Retention - This activity assists families and individuals access health insurance and the CalFresh program. Staff is bi-lingual and bi-cultural to serve a diverse clientele. Once clients are enrolled, staff follows up with clients to make sure they understand their benefits and how to use them, including helping them to connect to the actual health and food services in their community.

Discussion

East Beamer Way Campus - The City has partnered with local nonprofits Friends of the Mission, Yolo Wayfarer Center, and Woodland Opportunity Village; Yolo County; and regional health care providers including Dignity Health to develop the East Beamer Way campus on City-owned property at the northwest corner of East Beamer Street and County Road 102 for a new expanded homeless shelter, permanent supportive housing units, and a new expanded treatment facility. Construction of the homeless shelter was completed in December 2020 and operations began in January 2021. The new shelter provides 100 beds for adult women and men while the previous shelter had capacity for 65 beds which included using the dining hall for sleeping quarters. Directly north of the shelter facility is a site that will accommodate 61 units of permanent supportive housing for homeless individuals. The City has awarded a construction contract for the final infrastructure work for the PSH site and work will commence once HUD has signed off on the submittals for the 15 project-based vouchers awarded Friends of the Mission for the PSH units. The final component of the East Beamer Way campus is a new 60-bed treatment facility (Walter's House) that will replace an existing facility with 44 beds. Infrastructure work planned for the PSH site will also extend into the treatment facility site. The City's commitment for East Beamer Way has been significant as the City served as the developer, donated the land, and will end up providing funds in excess of \$2,000,000 with a majority of the funds being derived from affordable housing revenues received by the City.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Addressing barriers to affordable housing often involves actions at the federal and state government levels as well as market conditions that the City has little or no control over. However, the City began a concerted planning effort in 2018 to affect significant changes in the resources available and delivery system for homeless services with the ultimate goal of transitioning individuals into permanent supportive housing. This effort is known as the East Beamer Way Campus and the City has partnered with local nonprofits Friends of the Mission, Yolo Wayfarer Center, and Woodland Opportunity Village; Yolo County; and regional health care providers including Dignity Health to develop the East Beamer Way campus on City-owned property at the northwest corner of East Beamer Street and County Road 102 for a new expanded homeless shelter, permanent supportive housing units, and a new expanded treatment facility. Construction of the homeless shelter was completed in December 2020 and operations began in January 2021. The new shelter provides 100 beds for adult women and men while the previous shelter had capacity for 65 beds which included using the dining hall for sleeping quarters. Directly north of the shelter facility is a site that will accommodate 61 units of permanent supportive housing for homeless individuals. The City has awarded a construction contract for the final infrastructure work for the PSH site and work began in July 2021. The final component of the East Beamer Way campus is a new 60-bed treatment facility (Walter's House) that will replace an existing facility with 44 beds. Infrastructure work planned for the PSH site will also extend into the treatment facility site. The City's commitment for East Beamer Way has been significant as the City served as the developer, donated the land, and will end up providing funds in excess of \$2,000,000 with a majority of the funds being derived from affordable housing revenues received by the City.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is working on a comprehensive update to its Zoning Ordinance in order to bring it in alignment with the 2017 comprehensive update to the City's General Plan. The update is expected to be completed during the 2021 program year (July 1, 2021 - June 30, 2022). A number of the changes will be focused on easing development requirements for residential development. The City has already taken a number of steps encourage residential development including allowing staff level design and site plan review for multi-family rental projects that are consistent with development standards and significantly increasing residential development densities in older sections of the City to promote infill development.

Discussion:

Perhaps the most significant barrier to affordable housing in California, the region, and the city (Woodland) is the shortage of housing units. There are a number of reasons for this, but efforts must be

focused on increasing the supply of rental and for sale units. Woodland has taken a number of steps to increase housing particularly in the older, central areas of the City by increasing densities and working with developers on development standards and other aspects. These efforts will continue and may result in a significant number of new units and slow the rise in rent rates and home purchase prices.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Woodland will continue efforts addressing obstacles to meet underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The City is a member of the board of directors for the new nonprofit Homeless and Poverty Action Coalition (HPAC) which serves as the Continuum of Care for Yolo County. As a result of California's increased focus on homelessness and affordable housing and resources made available by the federal government because of the COVID-19 pandemic, significant financial resources are being made available to HPAC for award to social services agencies and local governments to provide services for the homeless, shelter for the homeless, and funding for affordable housing projects. The City is working with other members of HPAC to award funds as strategically as possible to address obstacles to meeting underserved needs.

Actions planned to foster and maintain affordable housing

The City continues to explore opportunities to develop affordable housing through collaborative efforts with both for-profit and non-profit developers. The need for affordable housing is increasing and the City of Woodland will continue to be at the forefront of the creation of quality affordable housing. The City utilizes all available resources to foster and maintain affordable housing within the community. The City will also continue creating affordable housing through its Inclusionary Housing Program. Specific actions that the City will take during the Action Plan period include the following.

1. The City has an active first time homebuyers loan assistance program funded through HOME, BEGIN, and CalHome Program Income (repaid housing loans) and the existing funding is sufficient to assist at least eight households purchase new or resale homes.
2. City staff will monitor the current inventory of affordable units to ensure that the affordability restrictions are being met. Activities will include on-site monitoring visits to multi-family projects, desk reviews of multi-family projects, and mailings to owner-occupied affordable units to verify continued residency.
3. The program year CDBG-funded construction activities include New Hope Community Development Corporation's Cottonwood Meadows Phase S-2 (affordable housing rehabilitation) and Friends of the Mission's Affordable Housing Security Gates (improvements to 925 North Street affordable housing complex).

4. The City is an ex officio member of the board of directors for the new nonprofit Homeless and Poverty Action Coalition (HPAC) which serves as the Continuum of Care for Yolo County.

5. The program year CDBG-funded public service activities include support of the Yolo Wayfarer Center's emergency shelter, Yolo Community Care Continuum's New Dimensions Supported Housing (housing and supportive services for mentally ill adults at-risk of homelessness), and Empower Yolo's emergency shelter for survivors of domestics violence, sexual assault, stalking, and human trafficking.

Actions planned to reduce lead-based paint hazards

The City of Woodland will continue to take action to evaluate and reduce lead-based paint hazards, including disseminating information through the service-provider agencies, securing funding to assess lead hazard risk in CDBG-funded facilities, remediating lead hazards in CDBG-funded facilities, and cooperating with the County Health Department in promoting comprehensive health programs, risk screening, public education and prevention. The City will take the following actions during the program year to reduce lead-based paint hazards.

- Require all CDBG-funded construction projects to comply with HUD lead-based paint hazard reduction requirements;
- Provide technical assistance to people undertaking home improvement projects to avoid exposure to lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

While the East Beamer Way Campus (100 bed shelter for adult men and women, 61 permanent supportive housing units, and a 60-bed treatment facility) is focused on homeless individuals, completion of the overall development will benefit homeless families. The existing treatment facility in Woodland which is an eleven room facility with a commercial kitchen and meeting spaces will be repurposed for homeless families. Yolo County's Health and Human Services Agency has expressed interest in master leasing the facility for homeless families under the County's CalWorks Housing Allocation program. While Yolo County has been successful in reducing the number of homeless families in the County to virtually zero, there is a need to have alternatives to shelter homeless families in local motels. The use of the existing treatment facility would provide a more holistic setting for families and their children than motel rooms and enable a programming component to be included as these families seek job training, employment, permanent housing, and other resources in order to exit poverty and develop fiscal stability.

Actions planned to develop institutional structure

The City will continue to improve coordination and eliminate gaps in the institutional structure. The City

works regularly with Yolo County Housing (Housing Authority) on affordable housing and related areas and is also a member of the board of directors for the new nonprofit Homeless and Poverty Action Coalition (HPAC) which serves as the Continuum of Care for Yolo County and allocates resources (Continuum of Care Grants, ESG funding, and other programs) countywide. In addition, the City continues to improve communication between City departments and divisions, including Building/Code Enforcement, Finance, Development Engineering, Planning, Public Works, Police, and Community Services.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support affordable housing projects with loans and other assistance when the projects include resident service programs.

Discussion:

East Beamer Way Campus - The City has partnered with local nonprofits Friends of the Mission, Yolo Wayfarer Center, and Woodland Opportunity Village; Yolo County; and regional health care providers including Dignity Health to develop the East Beamer Way campus on City-owned property at the northwest corner of East Beamer Street and County Road 102 for a new expanded homeless shelter, permanent supportive housing units, and a new expanded treatment facility. Construction of the homeless shelter was completed in December 2020 and operations began in January 2021. The new shelter provides 100 beds for adult women and men while the previous shelter had capacity for 65 beds which included using the dining hall for sleeping quarters. Directly north of the shelter facility is a site that will accommodate 61 units of permanent supportive housing for homeless individuals. The City has awarded a construction contract for the final infrastructure work for the PSH site and work began in July 2021. The final component of the East Beamer Way campus is a new 60-bed treatment facility (Walter's House) that will replace an existing facility with 44 beds. Infrastructure work planned for the PSH site will also extend into the treatment facility site. The City's commitment for East Beamer Way has been significant as the City served as the developer, donated the land, and will end up providing funds in excess of \$2,000,000 with a majority of the funds being derived from affordable housing revenues received by the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Program Income funds of \$93,286.72 will be available for the Program Year and these funds will go towards the construction of the City of Woodland's Library ADA Restrooms Upgrade. The City expects to achieve a 95% overall benefit for the Program Year.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	93,287
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	93,287

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

The overall benefit of 95% is based on the one-year period of July 1, 2021 through June 30, 2022.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE FISCAL YEAR 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ACTION PLAN

WHEREAS, the City of Woodland (“City”) annually receives an allocation of Community Development Block Grant (CDBG) Funds from the Department of Housing and Urban Development (HUD);

WHEREAS, as part of the program requirements, the City must submit the Annual Action Plan that describes how the funding will be spent for the following program year; and

WHEREAS, the Annual Action Plan is required to be approved after receiving public input.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby finds and determines that the foregoing recitals are true and correct;

Section 2: This City Council hereby approves the FY 2021/22 CDBG Annual Action Plan with the following funding allocations as recommended by the CDBG Review Panel and appropriates an additional \$93,286.72 in CDBG funds (Fund 320) from Program Income for the Library ADA Restrooms Upgrade;

Applicant	Project Title	Funding
Public Infrastructure Activities		
City of Woodland	Library ADA Restrooms Upgrade	\$40,000
	Library ADA Restrooms Upgrade (Staff recommendation, use of CDBG Program Income)	\$93,286.72
	Library ADA Restrooms Upgrade (Staff recommendation, use of unexpended CDBG funds)	\$9,447.79
City of Woodland	ADA Accessibility Program	\$196,646
New Hope Community Development Corporation	Cottonwood Meadows Phase S-2	\$50,000
CommuniCare Health Centers	Garden & Outdoor Classroom	\$8,000
Friends of the Mission	Affordable Housing Security Fencing & Gates (925 North Street)	\$35,000
Public Service Activities		
Yolo Community Care Continuum	New Dimensions Supported Housing	\$7,335
Short Term Emergency Aid Committee	Woodland Homeless Prevention Program	\$6,000
Meals on Wheels Yolo County	Home Delivered Meals Program	\$11,000
Yolo Wayfarer Center	Emergency Shelter Services	\$11,000
Northern California Children’s Therapy Center	Project HOPE	\$6,000
Legal Services of Northern California	Fair Housing Services	\$10,000
Yolo County Children’s Alliance	MediCal & CalFresh Enrollment/Retention	\$6,000
Empower Yolo	Shelter Services	\$7,736
Yolo Food Bank	Nurture Woodland	\$11,000

Section 3: This City Council hereby directs staff:

(a) To complete the FY 2021/22 Action Plan, as well as any other items required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period and incorporating changes to past projects as proposed by staff;

(b) To forward the completed FY 2021/22 Action Plan to HUD once completed;

Section 4: This City Council hereby authorizes the City Manager to execute any agreements, contracts or other documents with the appropriate entities to carry out the CDBG Funded activities and authorizes the Finance Officer to make the budget allocations as specified; and

Section 5: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 20th day of July, 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

City of Woodland, CDBG Funding for FY 2021/22

TOTAL CDBG FUNDS FY 2021/22 (NOTE 1)	\$507,144
Public Services (15% cap per CDBG)	\$76,071
Food/Shelter (at least 40% of Public Services)	\$30,428
Fair Housing (required funding)	\$10,000
Other Public Services	\$35,642
Construction (65%)	\$329,646
Administration (20% cap per CDBG)	\$101,428

PUBLIC INFRASTRUCTURE (65%)						
Applicant	Project Title	Funding Request	Panel Recommendation	Council Action	Category	FY 2020/21 Funding
City of Woodland	Library ADA Restrooms Upgrade (Note 3)	\$50,000	\$40,000		ADA Accessibility	Did not apply
City of Woodland	ADA Accessibility Project	\$307,727.50	\$196,646		ADA Accessibility	\$200,000
New Hope Community Development Corp. (Note 2)	Cottonwood Meadows Phase S-2	\$100,000	\$50,000		Housing Rehabilitation	\$65,000
CommuniCare Health Centers	Garden & Outdoor Classroom	\$8,710	\$8,000		Health Services	\$8,168
Friends of the Mission	Affordable Housing Security Fencing & Gates	\$123,000	\$35,000		Housing Rehabilitation	\$60,520
TOTAL		\$589,438	\$329,646	\$0		\$333,688

PUBLIC SERVICES (15%)						
Applicant	Project Title	Funding Request	Panel Recommendation	Council Action	Category	FY 2020/21 Funding
Yolo Community Care Continuum	New Dimensions Supported Housing	\$10,000	\$7,335		Food & Shelter	\$7,335
Short Term Emergency Aid Committee	Woodland Homeless Prevention Program	\$10,660	\$6,000		Food & Shelter	\$6,000
Meals on Wheels Yolo County	Home Delivered Meals Program	\$11,000	\$11,000		Food & Shelter	\$11,000
Yolo Wayfarer Center	Emergency Shelter Services	\$15,000	\$11,000		Food & Shelter	\$11,000
Northern California Children's Therapy Center	Project HOPE	\$15,000	\$6,000		Health Services	\$6,000
Legal Services of Northern California (Note 4)	Fair Housing Services	\$10,000	\$10,000		Fair Housing	\$10,000
Yolo County Children's Alliance	MediCal/CalFresh Enrollment/Retention	\$10,500	\$6,000		Food & Shelter/Health Svcs	\$6,000
Empower Yolo	Shelter Services	\$10,000	\$7,736		Food & Shelter	\$7,335
Yolo Food Bank	Nurture Woodland	\$15,000	\$11,000		Food & Shelter	\$11,000
TOTAL		\$107,160	\$76,071	\$0		\$75,670

NOTE 1 - The City's allocation for FY 2021/22 is \$507,144. Pursuant to CDBG regulations, no more than 15% and 20% of the City's allocation can be spent on public services and administration, respectively.

NOTE 2 - New Hope is the non-profit development affiliate of Yolo County Housing (YCH).

NOTE 3 - Funding for Library project includes new CDBG funds \$40,000, remaining funding allocation \$45,047.20, program income \$93,286.72, and use of construction funds left from closed out projects \$9,447.79.

NOTE 4 - Pursuant to a 2005 Voluntary Compliance Agreement and Conciliation Agreement, the City is required to provide Legal Services with annual funding of at least \$10,000 for fair housing services as long as the City receives CDBG funding.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: G.18
SUBJECT: Weed Abatement Program Parcels not in Compliance

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, to hear and approve the list of parcels that were out of compliance for weed abatement requirements for the year 2020 and direct the Tax Collector of Yolo County to assess liens against real property to reimburse the City for the cost of removal of weeds, refuse, and dirt from the property.

Staff Contact:

Emily Walling, (530)-661-5855, emily.walling@cityofwoodland.org

Fiscal Impact:

A considerable amount of time was incurred by staff in processing these liens, including: correspondence with property owners, compliance surveys, correspondence with concerned community members, and property abatement. Time spent on weed abatement processing was recorded per staff member, calculated per the hourly rates per the approved fee schedule and divided between the property owners. Administrative fees resulted in a sum of \$34.89 per property owner. The breakdown between the total abatement costs of \$2,330.00 and administrative time costs incurred of \$296.87 by property is included in the attached "Lien Explanation 2020 Woodland" information sheet. The administrative fees and fees for County recordings are attached to the total amount lienied, so the property owner assumes that cost.

Discussion:

This action requests that the City Council adopt a Resolution to lien local properties of the cost of abating properties of undeveloped parcels for failure to come into compliance with the weed abatement requirements set forth by the Woodland City Code, Chapter 9.44. Staff recommends that the City Council conduct a Public Hearing to hear and approve the list of parcels that the City abated of weeds, rubbish, and dirt during 2020 and direct the Tax Collector of Yolo County of assess liens against real property to collect payments.

Background:

Per the Woodland City Code 9.44, the Fire Chief can declare that weeds constitute a public nuisance which must be abated by the removal of the weeds, refuse, and dirt on undeveloped parcels. If not abated by the compliance date, Code allows weeds to be abated by the city and the cost of removal assessed upon the land which will constitute a lien upon such land until paid. Last year, notice was given to all owners of undeveloped parcels in the City per the guidance set forth in the Code. Upon surpassing the compliance date indicated in the letter, eight (8) parcels remained out of compliance and the City contracted a company to abate these properties. The amount assessed includes the invoiced amount per parcel plus hourly administrative fees per the approved fee schedule.

Conclusion:

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, to hear and approve the list of parcels that were out of compliance for weed abatement requirements for the year 2020 and direct the Tax Collector of Yolo County to assess liens against real property to reimburse the City for

the cost of removal of weeds, refuse, and dirt from the property.

Prepared By: Emily Walling, Fire Marshal

Reviewed By: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Lien Explanation 2020 Woodland
2. Resolution Weed Abatement 2020 Weeds

City of Woodland
Weed Abatement Lien Information

Parcel	Address	Owner info	Landscape Company	Invoice #	Invoice Amount	CRR Time (Hourly Rate * Hours Spent)	Total	Total for Lien, per County Requirements
064-170-049	310 W Main St	YKI INVESTMENTS INC	Armstrong Mowing	6807	\$220	\$34.89	\$254.89	254
065-290-007	530 Community Lane	Delacey Thomas & Eugena R	Armstrong Mowing	6807	\$210	\$34.89	\$244.89	244
006-022-001	417 West St	Agave Builders LLC	Armstrong Mowing	6807	\$210	\$34.89	\$244.89	244
027-460-012	SEC of N East St & Churchill Downs	GOVIND 735 LLC	Armstrong Mowing	6807	\$250	\$34.89	\$284.89	284
042-561-015	North of 2099 Stewart Cir	TL PARTNERS X LP	Armstrong Mowing	6807	\$210	\$34.89	\$244.89	244
042-351-007	2003 Celebration Way	SAHOTA DEVINDE SINGH & SUSVIR	Armstrong Mowing	6807	\$210	\$34.89	\$244.89	244
066-303-030	1539 Hutchison Valley Dr.	Price Richard E	Armstrong Mowing	6807	\$210	\$34.89	\$244.89	244
006-572-011	439 Fourth St	CILLEY JOHN & ANNETTE	Armstrong Mowing	6886	\$300	\$152.64	\$452.64	452
027-430-003	East of Denny's	WOODLAND 2B LLC	Armstrong Mowing	6963	\$510	\$113.39	\$623.39	624
					\$2,330	\$396.87	\$2,840.26	\$ 2,834

Recording requested by
City of Woodland

And when recorded send to;
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

RESOLUTION NO. _____

A Resolution Requesting Collection of Charges on Tax Roll

Whereas, the City of Woodland (hereinafter City), requests the County of Yolo collect on the County tax rolls certain charges which have been imposed for a list of parcels within the City that were out of compliance for weed abatement requirements for the year 2020 ; and

Whereas, due to noncompliance, the City abated the parcels of weeds and is seeking reimbursement for the cost of abatement and administrative processing fees; and

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

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

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The City of Woodland warrants and represents that the taxes, assessments, fees and/or charges imposed by the City of Woodland and being requested to be collected by Yolo County comply with all requirements of the Woodland Municipal Code, and State law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The City of Woodland releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any taxes, assessments, fees and/or charges on behalf of the City.
4. The City agrees to and shall defend, indemnify and hold harmless the County, it's officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the City's said taxes, assessments, fees, and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes,

assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any monies collected by County on behalf of the City, including property taxes.

5. The City agrees that it's officers, agents and employees will cooperate with the County in answering questions referred to City by the County from any person concerning the City's taxes, assessments, fees and/or charges and that the City will not refer such persons to County officers and employees for response.
6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting taxes, assessments, fees and/or charges, as provided by Government Code Sections 29304 and 51800.

PASSED AND ADOPTED by the City Council this 20th day of July, 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: July 20, 2021
ITEM #: G.19
SUBJECT: PUBLIC HEARING - Waste Management Liens

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

Staff Contact

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

Fiscal Impact

There is little to no fiscal impact to the City to maintain the current process, other than staff time for processing and releasing the liens. The fee of \$59.00 for recording is attached to the total amount of the lien and the property owner assumes that cost.

Background

This annual Public Hearing allows property owners with delinquent Waste Management accounts for services received, including garbage, recycling and yard refuse pick-up and disposal, and for sweeping of the street, to address the Council prior to the attachment of a lien against their property. The Hearing is required prior to adoption of the Resolution to request the lien attachment. The list is available in the City Clerk's Office.

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

The current City Municipal Code Section 13.08.130 provides the parameters for garbage and yard refuse disposal and services, while Section 13.36 discusses the recycling portion of the service as provided by the Waste Management Franchise Agreement.

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

Discussion

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

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

Conclusion

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

Prepared by: Ana B. Gonzalez, City Clerk

Note: Waste Management Delinquency List available in the City Clerk's Office



Ken Hiatt
City Manager

Attachments:

1. Reso_Waste Management Liens

Recording requested by
City of Woodland

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

RESOLUTION NO. _____

A Resolution Requesting Collection of Charges on Tax Roll

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

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

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

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The City of Woodland warrants and represents that the taxes, assessments, fees and/or charges imposed by the City of Woodland and being requested to be collected by Yolo County comply with all requirements of State law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The City of Woodland releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any taxes, assessments, fees and/or charges on behalf of the City.
4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the City's said taxes, assessments, fees, and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes,

assessments, fees and/or charges, the County may offset the amount of the judgment from any monies collected by County on behalf of the City, including property taxes.

5. The City agrees that it's officers, agents and employees will cooperate with the County in answering questions referred to City by the County from any person concerning the City's taxes, assessments, fees and/or charges and that the City will not refer such persons to County officers and employees for response.
6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting taxes, assessments, fees and/or charges, as provided by Government Code Sections 29304 and 51800.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: G.20
SUBJECT: Public Hearing and Adoption of Amendment #2 to the Fiscal Year 2019/20
Community Development Block Grant Action Plan

Recommendation for Action: Staff recommends that the City Council take the following actions.

1. Hold a public hearing to receive community input on the proposed amendment to the City's Fiscal Year 2019/20 Community Development Block Grant Action Plan;
2. Adopt Resolution No. _____, rescinding Resolution No. 7616 and approving Amendment #2 to the City's CDBG FY 2019/20 Action with the funding allocations recommended by the CDBG Review Panel to use CDBG-CV3 (CARES Act) funds of \$422,821 for public services to prevent, prepare for, and respond to the Coronavirus (COVID-19);
3. Direct staff to complete the necessary paperwork to process Amendment #2, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period and tonight's public hearing;
4. Direct staff to forward the completed Amendment #2 and related documents to HUD;
5. Authorize the City Manager to execute any agreements, contracts, or related documents with the appropriate entities to carry out the CDBG funded activities;
6. Appropriate \$422,831 to the Community Development Block Grant Fund (320); and
7. Authorize the Finance Officer to make the budget allocation as specified.

Staff Contact

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

Fiscal Impact

There is no impact to the General Fund as the amendment to the FY 2019/20 Action Plan allocates \$422,831 in CDBG-CV3 funds awarded the City by the U.S. Department of Housing and Urban Development. The funds have been made available through *The Coronavirus Act Relief and Economic Security Act* (CARES Act) (Public Law 116-136) to prevent, prepare for, and respond to coronavirus.

Background

The Federal CARES Act contained supplemental CDBG funds for entitlement communities which includes the City to prevent, prepare for, and respond to coronavirus. The City used its initial CARES Act CDBG allocation of \$302,041 (CDBG-CV) to purchase commercial modular trailers (commercial kitchen, restrooms, showers, and laundry services) to support the Emergency Shelter Project. The City was awarded a second allocation of \$422,831.

Discussion

The City Council on December 15, 2020 adopted Resolution No. 7616 to approve a rental assistance program

utilizing the City's CDBG-CV3 funds with Yolo County Housing administering the program. Subsequently, the Yolo County Board of Supervisors agreed to contract with the state for a countywide rental assistance program for lower income rental households and earmarked the county's combined federal/state rental assistance funds of \$13,000,000+ for this purpose. Because there is significantly more assistance available through the countywide program than the City's rental assistance program and the assistance per income eligible renter is more than the City would be able to offer, staff recommends that the City Council redirect CDBG-CV3 funds for other public service activities to prevent, prepare for, and respond to coronavirus.

A notice of funding availability (NOFA) for CDBG-CV3 was issued by the City on June 25, 2021 to nonprofit service providers and government entities seeking applications for public service activities including emergency subsistence payments. Prospective applicants were advised in the NOFA that eligible activities included but were not limited to the following categories pursuant to the CARES Act.

- Carry out job training in neighborhoods affected by coronavirus related job loss since January 2020 to revitalize affected labor force and business sectors to help workers re-train for expanding sectors.
- Increase the capacity and availability of daycare or after-school services serving low/moderate income areas in which parents have dropped out of the workforce since January 2020 to enable workers to rejoin the workforce.
- Provide equipment, supplies, and materials necessary to carry-out a public service related to the effects of the pandemic, or to enable resilience to the effects of coronavirus in future, such as food banks, youth services, health care, WIFI, or senior services.
- Provide testing, diagnosis, vaccination, or other health services to low/moderate income persons at a mobile location.
- Provide up to six consecutive months of emergency subsistence payments (for example, for rent, mortgage, or utilities) to a provider on behalf of a family to prevent eviction or stabilize low/moderate income neighborhoods affected by economic disruption since January 2020.

To assist the City with the review of CDBG-CV3 applications and the preparation of funding recommendations, the City's three-person CDBG Review Panel was used. The Review Panel met on July 12, 2021 to recommend applications to fund and specific funding allocations. The panel is composed of three members: Rashid Ali (Parks and Recreation Commission), Marco Lizarraga (Planning Commission), and Carol Miller (Senior Programs volunteer). Because of a change in his schedule, Mr. Lizarraga was unable to participate in the Review Panel's meeting. The City received eight applications with a cumulative funding request of \$540,467. The NOFA established a minimum application amount of \$15,000. While there was not a maximum funding amount, the NOFA noted that the City expected to fund multiple applications.

Of the eight applications submitted for CDBG-CV3 funds, the review panel recommended funding seven with the following recommendations.

City of Woodland, Utility Assistance Program - \$172,917

Lower income owner-occupied households would receive up to six consecutive months of utility assistance with the total assistance not exceeding \$480 per household. The City has experienced an increase in the number of delinquent utility accounts and expects to exhaust funding budgeted for an existing utility assistance program before the end of the summer. CDBG-CV3 funds would allow the City to extend the utility assistance program in order to help additional households impacted by the pandemic.

Yolo Community Care Continuum, COVID-19 Compliance & Service Enhancements - \$76,457

CDBG-CV3 funds would be used to address licensing and California OSHA (Division of Occupational Safety and Health) regulations which have changed significantly since the pandemic and affected YCCC's programs (permanent supportive housing, transitional housing, and respite care for adults with mental illness), implement an electronic health care record system, and acquire safety materials and equipment in order to have the

sanitizing and virus protection resources necessary when future health events occur.

Empower Yolo, Resource Center Services - \$20,000

While Empower Yolo continues to provide its long-term services to victims of domestic violence, sexual assault, and human trafficking during the pandemic, the organization has experienced a surge of clients who had never sought their services before. Since the start of the pandemic, these clients who were impacted financially by the pandemic sought assistance with basics such as food, diapers, baby wipes, clothing, and help filling prescriptions. CDBG-CV3 funds would allow Empower Yolo to continue to offer assistance to the most vulnerable in the community, especially the elderly, unemployed, and homeless, who have been affected by the pandemic.

Yolo County Children's Alliance, Woodland Covid 19 Resource Connection - \$25,000

CDBG-CV3 funds would be used to assist Woodland residents impacted by the pandemic by connecting them to resources and information they need. This would include connecting newly eligible households to MediCal and CalFresh benefits, California's Covid19 Rent Relief Program, Emergency Broadband Benefit program, and other resources. YCCA works closely with Stanford Sierra's Community Based Mental Health Services in Woodland and receives referrals from Stanford Sierra, which has noted an increase in families needing to connect to additional family support services beyond mental health services. YCCA expects to work with these families by connecting them to health insurance, food, housing supports, and other family supporting services.

CommuniCare Health Centers, Food is Medicine: Provide Food Access and Education in the Clinical Context - \$27,000

CommuniCare Food Programs connect patients to healthy food and each other in order to prevent and manage chronic disease as well as to address social isolation. The pandemic exacerbated food insecurity and social isolation, making CommuniCare Food Programs even more important for their low-income patients. CDBG-CV3 funds would be used to expand the Food Education Coordinator assigned to the CommuniCare Food Programs to 0.8 full-time equivalent employment through June 2022 and enable CommuniCare to engage more low- and very low-income patients in direct food education activities in Woodland. Participants will be equipped to grow, prepare, and preserve fruits and vegetables, three skills that decrease household food insecurity and result in healthier diets. Food education will be offered in a multi-class series that brings people together and reduces social isolation.

Yolo Wayfarer Center DBA Fourth and Hope, Behavioral Health Program, Case Management - \$71,457

Fourth and Hope will use CDBG-CV3 funds to support a Behavioral Health Program Manager position to respond to the increased need for behavioral health services and support arising from the pandemic. Fourth and Hope operates an emergency shelter, transitional housing, and permanent supportive housing and the participants in Fourth and Hope's programs have been experiencing added stress and mental health challenges, which impacts their ability to transition into or maintain permanent housing. The clinician hired will provide direct access to behavioral health supports that have been difficult to access during the pandemic.

Yolo Food Bank, Nurture Woodland, An Equitable, Sustainable Local Food System for the Health and Wellness of All Woodland Residents - \$30,000

Meeting pandemic-drive food security needs has dramatically affected the amount of food required to be collected, stored, and distributed to the Woodland community. During pandemic year 2020, Yolo Food Bank supplied and distributed more than 3.2 million pounds of food in Woodland, nearly one-third of the 10 million pounds of food recovered, collected, and distributed by the agency. Because the socioeconomic impacts of the pandemic are predicted to linger and the pandemic has exacerbated pre-existing food security challenges and inequities in the local food system, the significant level of food access service provided by Yolo Food Bank

over the past 16 months will need to be maintained for the foreseeable future. CDBG-CV3 funds will be used to support these efforts.

Provisions of the CARES Act provide increased flexibility for CDBG Citizen Participation and public hearings for CDBG Consolidated Plans (including Action Plans).

Provides that grantees may amend citizen participation plans to establish expedited procedures to draft, propose, or amend consolidated plans. Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5-day period can run concurrently for comments on the action plan amendment and amended citizen participation plans.

In-person public hearings are not required. Grantees may meet public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the grantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.

In compliance with the flexibility made available through the CARES Act for CDBG Citizen Participation and public hearings for CDBG Consolidated plans (including Action Plans), City staff noticed tonight's public hearing, the availability of the purposed amendment to the City's FY 2019/20 CDBG Action Plan, and a public comment period in the Sunday, July 11, 2021 edition of the Woodland Daily Democrat and the notice was posted to the City's website along with a copy of the purposed amendment. The public comment period began July 11 and runs through July 20, a period of nine days. The public may also submit comments for and at tonight's public hearing. Staff will report this evening on the public comments received prior to tonight's public hearing.

Conclusion

Staff recommends that the City Council take the following actions.

1. Hold a public hearing to receive community input on the proposed amendment to the City's Fiscal Year 2019/20 Community Development Block Grant Action Plan;
2. Adopt Resolution No. _____, rescinding Resolution No. 7616 and approving Amendment #2 to the City's CDBG FY 2019/20 Action Plan with the funding allocations recommended by the CDBG Review Panel to use CDBG CV3 (CARES Act) funds of \$422,821 for public services to prevent, prepare for, and respond to the Coronavirus (COVID-19);
3. Direct staff to complete the necessary paperwork to process Amendment #2, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocation along with any public input received during the public comment period and tonight's public hearing;
4. Direct staff to forward the completed Amendment #2 and related documents to HUD;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Appropriate \$422,831 to the Community Development Block Grant Fund (320); and
7. Authorize the Finance Officer to make the budget allocation as specified.

These Actions are consistent with the Federal CARES Act CDBG provisions to prevent, prepare for, and

respond to coronavirus.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Evis Morales, Financial Services Manager

Reviewed by: Christine Engel, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Attachment A - Reso for 2019-20 AP Amndt
2. Attachment B - Amndt #2 to FY 2019-20 AP
3. Attachment C - CDBG-CV3 Applications Submitted
4. Attachment D - Public Hearing Notice

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE AMENDMENT #2 TO THE FISCAL YEAR 2019/20 CDBG ACTION PLAN**

WHEREAS, the U.S. Department of Housing and Urban Development has awarded the City of Woodland Community Development Block Grant funds of \$422,831 (CDBG-CV3) made available through *The Coronavirus Act Relief and Economic Security Act* (CARES Act) (Public Law 116-136) to prevent, prepare for, and respond to coronavirus;

WHEREAS, the City proposes to amend its Fiscal Year 2019/20 Action Plan to allocate the CDBG-CV3 funds of \$422,831 for public service activities to prevent, prepare for, and respond to coronavirus;

WHEREAS, the purposed Action Plan amendment represents a “substantial” amendment and under the City’s Citizen Participation Plan this requires holding a public hearing and the hearing cannot take place until the public has 30 days to review the amendment;

WHEREAS, the CARES Act includes flexibility for CDBG Citizen Participation and public hearings for CDBG Consolidated Plans (including Action Plans) allowing the City to utilize a shortened public comment review period; and

WHEREAS, the purposed amendment to the Citizen Participation Plan and Amendment #1 to the Fiscal Year 2019/20 Action Plan have been made available to the public for an 9-day public comment period in compliance with the flexibility provisions of the CARES Act for CDBG Citizen Participation and public hearings for CDBG Consolidated Plans (including Action Plans) and public input has been incorporated into the amendments.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section1: This City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: This City Council hereby approves the following:
(a) a rescission of Resolution No. 7616 and an amendment to the Fiscal Year 2019/20 Action Plan as detailed in the attachment (Amendment #2 to the Fiscal Year 2019/20 Action Plan) to allocate the City’s CARES Act CDBG-CV3 funds of \$422,831 as recommended by the CDBG Review Panel and finds that the use of the allocation is consistent with the CARES Act CDBG provisions to prevent, prepare for, and respond to coronavirus;

CDBG-CV3 Funding Allocations

Applicant	Proposed Activity	Funding Amount
City of Woodland	Utility Assistance Program	\$172,917
Yolo Community Care Continuum	COVID-19 Compliance and Service Enhancements	\$76,457
CommuniCare Health Centers	Food is Medicine	\$27,000
Empower Yolo	Resource Center Services	\$20,000
Yolo County Children’s Alliance	Woodland COVID-19 Resource Connection	\$25,000
Yolo Wayfarer Center	Case Management	\$71,457
Yolo Food Bank	Nurture Woodland	\$30,000

Section 3: This City Council hereby directs staff :
(a) to complete Amendment #2, as well as any other items required by the U.S Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period; and
(b) to forward the completed Amendment #2 to HUD.

Section 4: This City Council hereby authorizes:
(a) the City Manager to execute any agreements, contracts or other documents with the appropriate entities to carry out the CDBG funded activities;
(b) appropriates \$422,831 to the Community Block Grant Fund (320); and
(c) authorizes the Finance Officer to make the budget allocations as specified.

Section 5: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the City Council this 20th day of July, 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

Attachment
Amendment #2 to Fiscal Year 2019/20 CDBG Action Plan

**CITY OF WOODLAND
FISCAL YEAR 2019/20 CDBG ACTION PLAN
AMENDMENT #2**

Introduction

On June 18, 2019, the City of Woodland adopted the FY 2019/20 Action Plan covering the period of July 1, 2019 through June 30, 2020. The City's Action Plan was approved by the U.S. Department of Housing and Urban Development (HUD) on October 23, 2019. The Action Plan is a planning document required by HUD for local government entities (cities and counties) receiving federal Community Development Block Grant (CDBG) and other formula grant program funds. The Action Plan outlines specific projects and activities that the City will carry out during the July 1, 2019 through June 30, 2020 fiscal year.

Subsequently, the City of Woodland adopted FY 2019/20 Action Plan Amendment #1 on July 7, 2020 to use its \$302,041 CDBG-CV allocation (CARES Act) for the purchase of commercial modular trailers for supporting the Emergency Shelter Project. HUD approved Amendment #1 in September 2020.

HUD regulations require that a grantee's citizen participation plan must specify what program changes constitute a "substantial" amendment to the Action Plan and what procedure will be used to amend the plan. Based on the 2007-2008 Citizen Participation Plan, Amendment #2 constitutes a "substantial" amendment because it funds activities not included in the FY 2019/20 Action Plan.

Amendment #2 was noticed in the Woodland Daily Democrat on July 11, 2021 and a copy of the amendment was posted to the City's website (<https://www.cityofwoodland.org/597/Community-Development-Block-Grant>). The public comment period extends through July 20, 2021.

Proposed Amendment #2 to the Fiscal Year 2019/20 CDBG Action Plan

The U.S. Department of Housing and Urban Development has awarded the City of Woodland CDBG-CV3 funds of \$422,831 made available through *The Coronavirus Act Relief and Economic Security Act* (CARES Act) (Public Law 116-136) to prevent, prepare for, and respond to the coronavirus.

Activity: Public Service Activities (as detailed below)
Agency: City of Woodland
Funding Amount: \$422,831

Description – The City of Woodland purposes to fund the following public service activities to prevent, prepare for, and respond to the coronavirus.

Proposed Public Service Activities and Funding Amounts:

- **City of Woodland, Utility Assistance Program - \$172,917**
Lower income owner-occupied households would receive up to six consecutive months of utility assistance with the total assistance not exceeding \$480 per household. The City has experienced an increase in the number of delinquent utility accounts and expects to exhaust funding budgeted for an existing utility assistance program before the end of the summer. CDBG-CV3 funds would allow the City to extend the utility assistance program in order to help additional households impacted by the pandemic.

- **Yolo Community Care Continuum, COVID-19 Compliance & Service Enhancements - \$76,457**

CDBG-CV3 funds would be used to address licensing and California OSHA (Division of Occupational Safety and Health) regulations which have changed significantly since the pandemic and affected YCCC's programs (permanent supportive housing, transitional housing, and respite care for adults with mental illness), implement an electronic health care record system, and acquire safety materials and equipment in order to have the sanitizing and virus protection resources necessary when future health events occur.
- **Empower Yolo, Resource Center Services - \$20,000**

While Empower Yolo continues to provide its long-term services to victims of domestic violence, sexual assault, and human trafficking during the pandemic, the organization has experienced a surge of clients who had never sought their services before. Since the start of the pandemic, these clients who were affected financially by the pandemic sought assistance with basics such as food, diapers, baby wipes, clothing, and help filling prescriptions. CDBG-CV3 funds would allow Empower Yolo to continue to offer assistance to the most vulnerable in the community, especially the elderly, unemployed, and homeless, who have been impacted by the pandemic.
- **Yolo County Children's Alliance, Woodland Covid 19 Resource Connection - \$25,000**

CDBG-CV3 funds would be used to assist Woodland residents impacted by the pandemic by connecting them to resources and information they need. This would include connecting newly eligible households to MediCal and CalFresh benefits, California's Covid19 Rent Relief Program, Emergency Broadband Benefit program, and other resources. YCCA works closely with Stanford Sierra's Community Based Mental Health Services in Woodland and receives referrals from Stanford Sierra, which has noted an increase in families needing to connect to additional family support services beyond mental health services. YCCA expects to work with these families by connecting them to health insurance, food, housing supports, and other family supporting services.
- **CommuniCare Health Centers, Food is Medicine: Provide Food Access and Education in the Clinical Context - \$27,000**

CommuniCare Food Programs connect patients to healthy food and each other in order to prevent and manage chronic disease as well as to address social isolation. The pandemic exacerbated food insecurity and social isolation, making CommuniCare Food Programs even more important for their low-income patients. CDBG CV3 funds would be used to expand the Food Education Coordinator assigned to the CommuniCare Food Programs to a 0.8 full-time equivalent employment through June 2022 and enable CommuniCare to engage more low- and very low-income patients in direct food education activities in Woodland. Participants will be equipped to grow, prepare, and preserve fruits and vegetables, three skills that decrease household food insecurity and result in healthier diets. Food education will be offered in a multi-class series that brings people together and reduces social isolation.
- **Yolo Wayfarer Center DBA Fourth and Hope, Behavioral Health Program, Case Management - \$71,457**

Fourth and Hope will use CDBG-CV3 funds to support a Behavioral Health Program Manager position to respond to the increased need for behavioral health services and support resulting from the pandemic. Fourth and Hope operates an emergency shelter, transitional housing, and permanent supportive housing and the Participants in Fourth and Hope's

programs have been experiencing added stress and mental health challenges, which impacts their ability to transition into or maintain permanent housing. The clinician hired will provide direct access to behavioral health supports that have been difficult to access during the pandemic.

- **Yolo Food Bank, Nurture Woodland, An Equitable, Sustainable Local Food System for the Health and Wellness of All Woodland Residents - \$30,000**

Meeting pandemic-drive food security needs has dramatically affected the amount of food required to be collected, stored, and distributed to the Woodland community. During pandemic year 2020, Yolo Food Bank supplied and distributed more than 3.2 million pounds of food in Woodland, nearly one-third of the 10 million pounds of food recovered, collected, and distributed by Yolo Food Bank. Because the socioeconomic impacts of the pandemic are predicted to linger and the pandemic has exacerbated pre-existing food security challenges and inequities in the local food system, the significant level of food access service provided by Yolo Food Bank over the past 16 months will need to be maintained for the foreseeable future. CDBG-CV3 funds will be used to support continuing these efforts.

City of Woodland, CDBG-CV3 (CARES Act)

TOTAL CDBG FUNDS AVAILABLE	\$422,831
Public Services (HUD waived 15% cap)	\$422,831

PUBLIC SERVICES (100%)					
Applicant	Project Title	Funding Request	Panel Recommendation	Council Action	Category
Eco-Apperformance LLC	ECO-APP	\$15,000	\$0		Employment Training
City of Woodland	Utility Assistance Program	\$100,000	\$172,917		Utility Assistance
Yolo Community Care Continuum	COVID-19 Compliance & Service Enhancements	\$100,000	\$76,457		Health/Safety Upgrades
Empower Yolo	Resource Center Services	\$20,000	\$20,000		Provision of Basic Necessities
Yolo County Children's Alliance	COVID-19 Resource Connection	\$39,740	\$25,000		Resource Connections & Rent Assistance
CommuniCare	Food is Medicine	\$30,727	\$27,000		Food/Health Education
Yolo Wayfarer Center	Behavioral Health	\$85,000	\$71,457		Behavioral Health
Yolo Food Bank	Nurture Woodland	\$150,000	\$30,000		Food Distribution
TOTAL		\$540,467	\$422,831	\$0	

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

IO. 21-31 NOPH CDBG 2019-20 Action Plan - Amendm

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:

07/11/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland, California, this
11th day of July 2021



(Signature) Jill Teer

Legal No.

0006590649

CITY OF WOODLAND NOTICE OF PUBLIC HEARING AND PROPOSED AMENDMENT #2 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019/20 ACTION PLAN

Notice is hereby given that the City of Woodland intends to amend its Community Development Block Grant 2019/20 Action Plan. The City plans to amend the CDBG 2019/20 Action Plan to allocate the City's CARES Act CDBG allocation (CDBG-CV3) of \$422,831 for public service activities (programs) for the prevention of, preparation for, and response to the Coronavirus (COVID19). The public is invited to review the proposed amendment and submit comments.

A public hearing will be held to receive citizen's views on the proposed amendment to the CDBG 2019/20 Action Plan at the July 20, 2021 Woodland City Council meeting starting at 6:00 p.m. The meeting will be conducted pursuant to the Governor's Executive Order N-29-20 and held via teleconference with Council members and the public participating via teleconference. These locations will not be listed on the agenda for the meeting and are not accessible to the public. There will be opportunities during the July 20, 2021 Council meeting to submit public comments for the proposed amendment to the CDBG 2019/20 Action Plan. The agenda notice for the meeting will provide detailed instructions and will

be posted to the City's website at www.cityofwoodland.org/meetings and posted on the bulletin board outside City Hall (300 First Street).

Public comments received by the City on the amendment to the CDBG 2019/20 Action Plan will be incorporated into the final Plan as approved by the City Council. Notice is hereby given that the review period for the proposed amendment starts on July 11, 2021 and ends on July 20, 2021. Copies of the amendment are available at the City's website at <https://www.cityofwoodland.org/597/Community-Development-Block-Grant>, at the City of Woodland's Community Services Department (Woodland Community and Senior Center, 2001 East St.), and at the Community Development Department (City Hall, 300 First St.) during regular business hours. To request a copy of the proposed amendment or for further information, contact Dan Sokolow, Senior Planner at (530) 661-5927 or dan.sokolow@cityofwoodland.org.

**CIUDAD DE
WOODLAND
AVISO #2 DE
AUDIENCIA PÚBLICA
Y ENMIENDA
PROPUESTA AL
PLAN DE acción de
subvención en
bloque para el
desarrollo
comunitario 2019/20**

Por la presente se da aviso de que la Ciudad de Woodland tiene la intención de enmendar su Plan de Bloque de Desarrollo Comunitario y el Plan de Acción CDBG 2019/20. La Ciudad planea enmendar el Plan de Acción CDBG 2019/20 para la asignación de CDBG (CDBG-CV3) de la Ley CARES de la Ciudad \$422,831 para actividades de servicio público (programas) para la prevención, preparación y respuesta.

al Coronavirus (COVID19). Se invita al público a revisar la enmienda propuesta y enviar comentarios.

Se llevará a cabo una audiencia pública para recibir las opiniones de los ciudadanos sobre la enmienda propuesta al Plan de Acción CDBG 2019/20 en la reunión del Consejo de la Ciudad de Woodland el 20 de julio de 2021 a partir de las 6:00 p.m. La reunión se llevará a cabo de conformidad con la Orden Ejecutiva N-29-20 del Gobernador y se llevará a cabo por teleconferencia con los miembros del Consejo y el público que participe por teleconferencia. Estas ubicaciones no se incluirán en la agenda de la reunión y no son accesibles al público. Habrá oportunidades durante la reunión del Consejo del 20 de julio de 2021 para presentar comentarios públicos sobre la enmienda propuesta al Plan de Acción CDBG 2019/20. El aviso de agenda para la reunión proporcionará instrucciones detalladas y se publicará en el sitio web de la Ciudad en www.cityofwoodland.org/meetings y se publicará en el tablón de anuncios fuera del Ayuntamiento (300 First Street).

Los comentarios públicos recibidos sobre el Plan de Acción CDBG 2019/20 se incorporarán al plan final aprobado por el Consejo de la Ciudad. Se da aviso de que el período de revisión para la enmienda propuesta comienza el 11 de julio de 2021 y finaliza el 20 de julio de 2021. Las copias de enmienda están disponibles en el Departamento de Servicios Comunitarios de la Ciudad de Woodland, localizado en 2001 East St. y en el Departamento del Desarrollo de la Ciudad de Woodland, localizado en 300

First St. Durante horas regulares de servicio o en <https://www.cityofwoodland.org/597/Community-Development-Block-Grant>. Para solicitar una copia de la enmienda propuesta o para obtener más información, comuníquese con Dan Sokolow, Senior Planner al (530) 661-5927 o dan.sokolow@cityofwoodland.org.

Dated: July 11, 2021
Ana B. Gonzalez,
City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: H.21
SUBJECT: Appointment of Members to the Advisory Redistricting Committee

Recommendation for Action: Staff recommends that the City Council appoint members to the Advisory Redistricting Commission.

Staff Contact:

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

Background:

In March 2014, the City transitioned from an at-large election system to a district based election system for the election of City Council members. The City Council adopted a final District Elections map that was comprised of five districts. The first City Council election under the new District elections map was held on November 8, 2016, and three Council District seats were on the ballot.

In compliance with Federal and California Voting Rights Act requirements, the City must now undergo a redistricting process based on new 2020 US Census demographic data. Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. This process, called redistricting, is important in ensuring that each city councilmember represents about the same number of constituents. Redistricting determines which neighborhoods and communities are grouped together into a district for purposes of electing a councilmember.

Assembly Bill 849 (2019) requires cities and counties to engage communities in the redistricting process by holding public hearings and/or workshops and doing public outreach, including to non-English-speaking communities. The City Council will seek input in selecting the next district map for our City Council. In Woodland, the City Council is responsible for drawing council districts and the process must be completed by April 17, 2022.

Advisory Redistricting Commission

At the June 1, 2021 meeting, the City Council adopted a resolution establishing an Advisory Redistricting Commission (ARC) and directed staff to solicit applications.

The application period closed on Friday, July 9th. A total of 11 applications from residents interested in serving on the commission were received.

District 1

Gerald James
Robert Simas
Judy Wohlfrom
Rosemary Yoshikawa

District 2

Mary Kimball

District 3

Anne East

Dan Randall

District 4

David Moreno

Steven Wong

District 5

Peggy Bernardy

Marco Lizarraga

Upon review of the applications and individual consultation with the council members, staff is recommending the following individuals be appointed as the Advisory Redistricting Commission.

Robert Simas

Mary Kimball

Anne East

David Moreno

Marco Lizarraga

The recommendation ensures representation from each District and ensures a diversity of perspectives and backgrounds.

Following appointment of the commission members, staff will assist the ARC in initiating the redistricting process which will include collecting community of interest testimony, drafting maps, seeking public input of the draft maps, and recommending one or more maps to the City Council. This work is advisory only, with the City Council ultimately having the authority to adopt the final map.

Prepared by: Ana B. Gonzalez, City Clerk

Reviewed by: Ken Hiatt, City Manager

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 20, 2021
ITEM #: H.22
SUBJECT: First Reading – Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Container 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 Container Location Requirements.

Staff Contact:

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

Fiscal Impact:

There is no fiscal impact.

Background:

Woodland has seen an increase in residential trash, recycling, and organics containers left in the street, on driveway aprons, or in front yards for days or weeks between scheduled pick-up days. Un-retrieved waste containers create visual blight and obstruct parking in neighborhoods. Woodland's Municipal Code (Code) currently allows the placement of residential containers on or against the curb for collection and requires residents to remove them within 24 hours after collection. However, the Code does not specify how early residents can place containers on or against the curb prior to collection. This creates a loophole that allows residents to leave their containers out for longer than needed, with some residents leaving their containers out permanently.

The City consistently receives complaints about containers left out for days or even weeks at a time. Staff responds to such complaints by providing outreach and education to specific residents as needed about proper container placement and etiquette. An example of a flyer used for this purpose is attached to this staff report. Additionally, staff addresses these issues through general outreach efforts, such as through the City's EnviroWoodland newsletter and social media as appropriate. While the City can currently cite an offender who leaves their containers out too long, staff cannot prove that a resident did not remove the containers from the curb following collection, fill them, and then immediately return them, taking advantage of the loophole described above.

Prior Council Discussion

Staff initially presented this proposed ordinance to Council on April 6, 2021. In its discussion, Council requested that staff address two concerns and return the ordinance for consideration at a later date. First, the initial draft ordinance required that residents place their containers out no earlier than 6:00 p.m. the evening prior to their scheduled pickup day. Council requested that be relaxed to allow residents more time, especially considering many may use helpers or gardeners that put the containers out during the day. The proposed ordinance has been changed to allow residents to put out containers up to 24 hours prior to their scheduled pick up day.

The second concern was that the ordinance seemed to focus on punitive rather than educational approaches to

encouraging compliance. This report describes the educational approach staff uses to address residents who are not compliant with the Code and why clarification of the Code is necessary to provide clear authority to enforce the Code with residents who do not respond to educational approaches.

Discussion:

The City always prefers educational strategies to enforcement strategies in situations where residents' behavior may be causing problems for their neighbors, such as visual blight or interference with parking. However, not all residents respond to an educational approach and sometimes enforcement actions are necessary. For example, the City's green waste program includes the type of time restrictions proposed here. Section 13.08.160 (Yard Refuse Service) includes a restriction that green waste piles may not be placed in the street more than one week prior to their scheduled pick-up day (paragraph C). When residents do not comply with green waste requirements, staff will contact the relevant resident(s) to make sure they are aware of the requirements and help them understand how to apply those requirements to their particular situation. Only if a resident fails to make any effort to correct a problem will staff cite that resident for a violation. Staff is able to use this potentially extreme measure because the ordinance clearly states the requirements and authority of staff to enforce them.

With respect to the container ordinance, however, the Code fails to specify when residents may place out containers before pick-up. Because of this, the City lacks clear authority to warn or cite residents who do not respond to staff outreach and continue to leave their containers out. These updates to the ordinance are therefore required to clarify the City's authority to take appropriate enforcement action when needed to address problems that cannot be addressed through outreach and education.

Other Issues Addressed by Proposed Ordinance

To further reduce visual blight, the ordinance also requires that residents screen their containers from public view when not placed out for collection. The proposed ordinance also provides clarification regarding container placement on alleyways and private driveways not previously addressed in the Code.

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 Container Location Requirements.

Prepared by: Ken Loman, Environmental Sustainability Manager

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



Ken Hiatt
City Manager

Attachments:

1. Ordinance
2. Cart Etiquette Flyer

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WOODLAND,
CALIFORNIA, ADDING SECTION 13.08.170
(RESIDENTIAL CONTAINER 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
CONTAINERS**

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 clearly address the timing and placement of garbage, recycling, and yard refuse containers; 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 Container location requirements.

A. Street Service Standard for Residences. Unless determined by the City under Paragraph B of this section, all residences shall place containers as follows. Containers 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 twenty-four hours before scheduled collection day, but no later than 6:00 a.m. on scheduled collection day, holidays included. Containers 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 containers must be placed in the gutter with the handle facing the residence. Containers 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 containers. Containers 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, in its sole discretion, may determine that the residence shall be serviced through an alleyway. In such cases, containers 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 twenty-four hours before scheduled collection day, but no later than 6:00 a.m. on scheduled collection day, holidays included. Containers 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 container must be placed on a stable, level surface with the handle facing the residence. Containers 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 containers.

C. Residences with Private Driveways. Containers for solid waste, recycling, and yard waste must be placed at the nearest road right-of-way no earlier than twenty-four hours before scheduled collection day, but no later than 6:00 a.m. on scheduled collection day, holidays included. Containers 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 container must be placed on a level surface with the handle facing the shoulder of the road. Containers must be at least three feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated containers.

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 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:

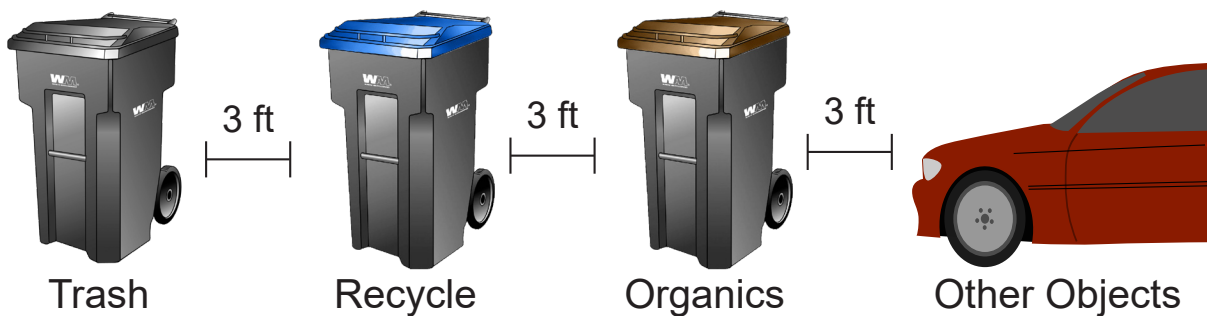
Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

Cart Guidelines

Trash, recycling, and organics carts are serviced weekly. To avoid non-collections or violations of the City of Woodland Municipal Code, please review the following guidelines:

- Set out and remove carts within 24 hours of service.
- Ensure lids are closed to prevent material from spilling out.
- Carts should not exceed 250 lbs. in weight.
- Place carts in front of your property.
- Service carts weekly, even if they are not completely full.
- Only place acceptable materials in the trash, recycle, and organics carts.
- Carts and other objects should be spaced 3 ft. away from each other.



Directrices para botes

Los botes de recolección de residuos, reciclaje y productos orgánicos se recogen semanalmente. Para evitar la falta de colección o violaciones del Código Municipal de la ciudad de Woodland, por favor revise las siguientes directrices:

- Establezca y retire los botes dentro de las 24 horas del servicio.
- Asegúrese de que las tapas estén cerradas para evitar que el material se derrame.
- Los botes no deben exceder las 250 libras de peso.
- Coloque los botes en frente de su propiedad.
- Usa el servicio semanalmente, incluso si los botes no están completamente llenos.
- Sólo coloque materiales aceptables en los botes de basura, reciclaje y productos orgánicos.
- Los botes y otros objetos deben estar espaciados a 3 pies de distancia uno del otro.

