City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

September 21, 2021
6:00 PM

CITY COUNCIL

PLEASE NOTE: The September 21, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

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

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

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

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

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

Meeting ID:997 5902 6181

CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Public Employee Performance Evaluation, Pursuant to Section 54957
   Title: City Manager

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

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

2. SUBJECT: Long Range Calendar

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

H. CONSENT CALENDAR

3. SUBJECT: Public Works Quarterly Status Report for the period of June through August 2021

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June through August 2021.

4. SUBJECT: Holy Rosary Parish 150th Anniversary Proclamation

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing the 150th anniversary of Holy Rosary Parish.

5. SUBJECT: Appoint Member to Yolo Habitat Conservation Plan / Natural Community Conservation Plan Implementation Advisory Committee

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Noah Lopez as the City of Woodland representative on the Yolo Habitat Conservation Plan / Natural Community Conservation Plan Implementation Advisory Committee.

6. SUBJECT: Animal Services Contract for Fiscal Year 2021/22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2021/22 Animal Services Agreement with Yolo county in the amount of $1,022,385.

7. SUBJECT: Carry-Over of FY2020/21 to FY2021/22 Unencumbered Appropriations

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2020/21 to fiscal year 2021/22 totaling $2,162,737.

8. SUBJECT: Final Map 5155 Parkside 3, Related Subdivision Improvement Agreement, and Related Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement.

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5155 Parkside 3; 2) approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

   It is further recommended that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5155 Parkside 3, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

9. SUBJECT: Second 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 adopt Ordinance No. _____, adding Section 13.08.170 of the Municipal Code relating to Residential Container Location Requirements.

10. SUBJECT: Fee Deferral Agreement - Staybridge Suites

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral with Sah Investment, LLC.

11. SUBJECT: Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope) Funded through the 2020 Continuum of Care Program

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No._, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2020 Continuum of Care program competition in the aggregate amount of $291,231 and authorizes the Finance Officer to amend the budget as necessary.

I. PUBLIC HEARINGS

12. SUBJECT: Public Hearing and Approval of Fiscal Year 2020/21 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

    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) 2020/21 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
    2) Adopt Resolution No. _____, approving the FY 2020/21 CDBG CAPER in substantially the same form presented to City Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2020/21 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

J. REPORTS OF THE CITY MANAGER

13. SUBJECT: Presentation on the Yolo County HHSA CRISIS NOW

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) receive a presentation from Yolo County Health & Human Services Agency (HHSA) Director Karen Larsen on the CRISIS NOW program; and (2) direct staff to pursue an MOU and services contract with HHSA for Council consideration at a subsequent Council meeting.

14. SUBJECT: Council Priority Goals and Strategic Actions for 2021-2022

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

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, September 21, 2021 was posted on Thursday, September 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

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: September 21, 2021
ITEM #: G.2
SUBJECT: Long Range Calendar

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

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

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

Ken Hiatt
City Manager

Attachments:
1. Council Long Range Calendar (47)

UPDATED COUNCIL LONG RANGE CALENDAR

OCTOBER 5TH **REGULAR MEETING**

City Council Meeting Minutes of September 7, 2021 and September 21, 2021
Sewer and Water Rate Study
Spring Lake Neighborhood Parks Master Plans
1st Reading – Amendments to Various Ordinances Pertaining to Boards and Commissions
Agreement with Tyler Technologies
3rd Amendment with Allied Universal Security Services for Woodland Public Library
Accept North Regional Pond & Pump Station Project as complete; CIP# 17-21
Permanent Supportive Housing, CIP 19-22; approve budget appropriation and increase contract contingency
UV Lighting Contract – WWTP
Job description updates:

- CCTV Specialist and Tech (new)
- UMW 3-4 (Updated)
- Senior UMW (Updated)

OCTOBER 19TH **REGULAR MEETING**

Presentation - Freshman Leadership Academy
Approval of Homekey Grant Application for East Beamer Way Permanent Supportive Housing Project
Update on SB 1383 Implementation
Tree Ordinance Amendments Update

NOVEMBER 2ND **REGULAR MEETING**

City Council Meeting Minutes of October 5, 2021 and October 19, 2021

Future Topics / Study Sessions:

TBD
Retail Cannabis Ordinance Amendment (November)
Woodland Research Technology Park – EIR Specific Plan Adoption (November)
Comprehensive Zoning Update (December)
Waste Management Residential Smart Truck (TBD)
Parklet Temporary Ordinance (TBD)
Rule 20A Undergrounding District (TBD)

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: H.3
SUBJECT: Public Works Quarterly Status Report for the period of June through August 2021

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

Staff Contact:
Johanna Currie, Senior Management Analyst, 530-661-5902, johanna.currie@cityofwoodland.org

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

Conclusion:
Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June through August 2021.

Prepared by: Johanna Currie, Senior Management Analyst

Reviewed by: Craig Locke, Public Works Director

Ken Hiatt
City Manager

Attachments:
1. Jun-Aug 21 PW Quarterly Report

Public Works Department

Quarterly Status Report

June through August 2021

Public Works

Service and Work Order Requests

For the Months of June-August 2021		
Division	**Service Requests**	**Work Orders**
Administration	452	-
Electrical	55	47
Facilities	104	152
Fleet	-	372
Pretreatment	-	74
Sewer	38	257
Signs & Markings	20	169
Storm Drain	0	23
Streets	84	53
WPCF	-	26
Water	234	505
Grand Total	**987**	**1,678**

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

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

Total for <u>Calendar</u> Year 2021 Through 08/31/21	
Service Requests	Work Orders
2,568	**4,543**

65 Working Days This Quarter = **16 Requests for Service per Day**

Fleet & Facilities Division

- Fleet Services: Achieved a 94.8% Fleet Availability Rate for the quarter, which is the percentage of time that vehicles were out of the shop and being used for their intended purposes.
- Fleet Services: Received new Mastic Machine for the Streets Department to replace an older tar pot machine; the new machine will have the capability to crack seal and patch street surfaces, whereas the older tar pot could only do crack sealing.
- Fleet Services: Ordered a new Vac-Con truck for the Sewer Department that will be replacing an older Vac-Con that sustained a significant amount of downtime and repair costs; the new Vac-Con is due to be delivered in the Fall or Winter.
- Fleet Services: Completed annual smog inspections on 38 light duty vehicles spanning across all City departments.

- Facilities Services: Completed quarterly fire sprinkler inspections for all 10 City buildings - they all passed inspection. The next quarterly inspection is due in September 2021.
- Facilities Services: Renewed annual fire extinguisher inspections for all 10 buildings.
- Facilities Services: Created a standardized annual checklist for HVAC units to ensure to spot issues more proactively.
- Facilities Services: Replaced the AC unit that serves the IT Server room at City Hall; a portable backup unit was used this summer to cool the room while waiting on parts.

Right-of-Way Division

Due to the COVID-19 pandemic, Right-of-Way (ROW) projects have been hindered. As we all start working towards a new normalcy, we continue moving forward with completing our goals.

- Geographic Information System (GIS): The GIS Group is roughly 90% complete with the creation of new informational maps for Admin, Electrical, Facilities/Parks, Sewer/Storm, Signs & Markings, and Water. These maps provide all City departments with current Public Works asset and division information.
- Blight: Public Works is working closely with Code Enforcement, the Police Department and shopping cart retrieval services such as CarTrac to mitigate the blight issues throughout the City.

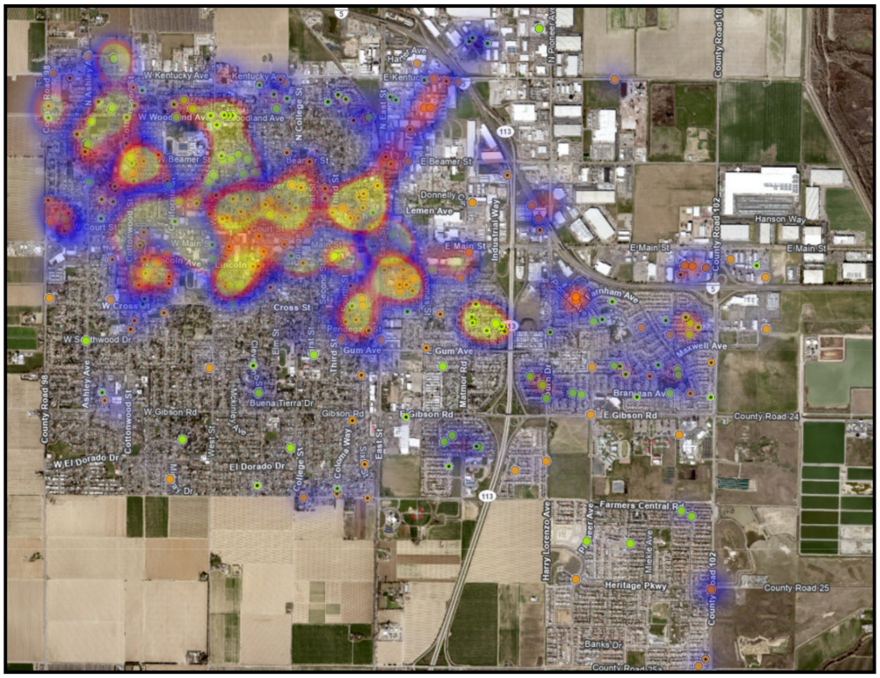
  Blight issues include noncompliant driveway approaches, right-of-way clearance, illegal dumping and camping, graffiti, and shopping carts.

  Blight staff document and report blight issues by creating service requests (including photo attachments) in real time. This procedure saves us time when reporting blight issues, as well as increases response time.

  The map on the next page illustrates the areas with the highest concentration of blight issues. Utilizing the heat map helps us visualize areas where blight is frequent throughout the City. This also limits the amount of time spent searching in areas where blight is not often found.

  This Quarter, there was 495 blight related Service Requests completed.

Heat Map: Blight



Blight Service Requests Calendar Year 2021
June 2021-August 2021 495 Completed 7 In Progress

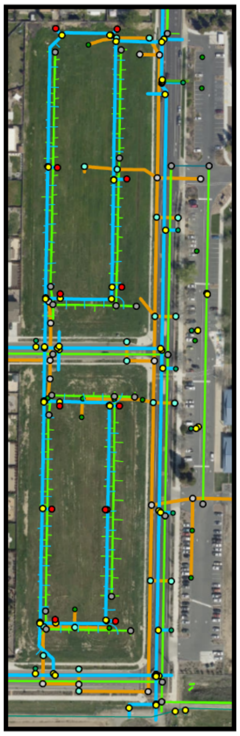
- <u>GIS - Electrical:</u> The GIS and Electrical Groups have been working together to update areas on the City map that have missing underground information. As the map is updated in real time, Electricians and USA Technicians are able to view this information, helping to accurately locate and GPS infrastructure when completing Service Requests and Work Orders.

USA Tickets Calendar Year 2021
Quarter June 2021- August 2021 **6,825**

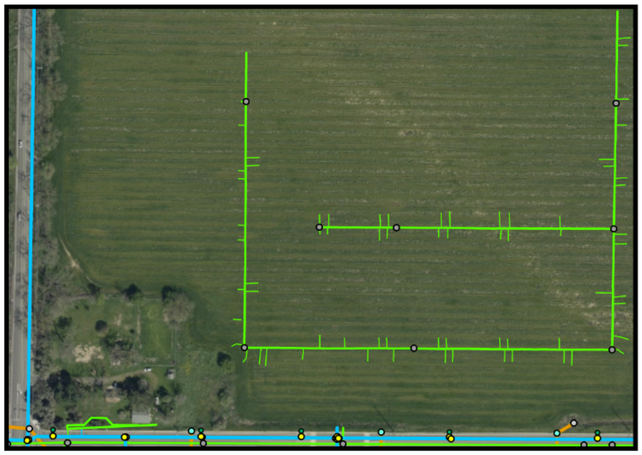
- <u>GIS - GPS Projects:</u> The GIS Group currently has several major projects in progress; Parkside Phase 3 at Matmor Rd and Hadley Dr; Prudler Phase 1 at East St and Sports Park Dr; and the Shelter Extension located on E Beamer St and CR 102.

The images below show Parkside Phase 3 at 80% GPS completion, Prudler Phase 1 at 10% GPS completion, and the Shelter Extension at 85% completion. The following assets are visible: Storm Gravity Mains, Inlet Points and Manholes, Water Control Valves, Fittings, Hydrants, Lateral Lines, Pressurized Mains, Sewer Manholes, Lateral Lines and Gravity Mains.

Parkside Phase 3



Prudler Phase 1



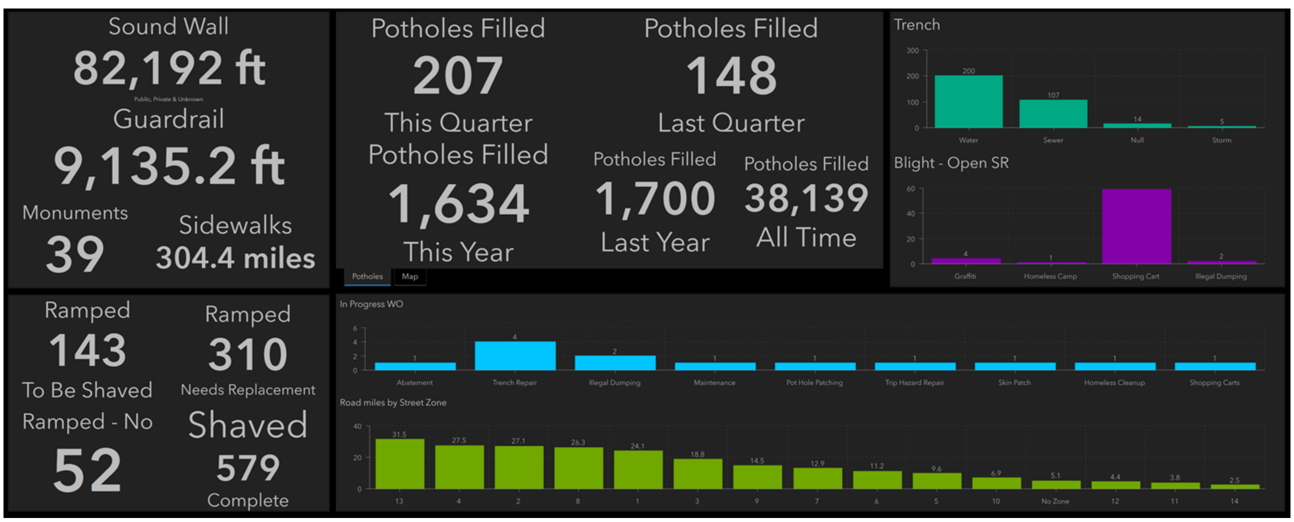
N

Shelter Extension

- <u>Electrical – Camera System Installations:</u> The Electrical Group has worked with the IT department to install cameras at Everman and Harris parks. The completion of these separate projects will deter crime occurring in both parks. The new cameras help deter crime and identify individuals throughout the day and night in the higher frequented areas.
- <u>Electrical - CIP/Development Projects:</u> The ROW Electrical Group is currently overseeing the inspection of four separate projects ranging from streetlight installations to the installation of new Traffic Signal Equipment. The East Main St Project is now underway with an estimated turn-on date of FY 2021/22.
- <u>Signs & Markings - Sign Knockdowns:</u> The Signs & Markings Group repaired 11 knocked down signs and lights.
- <u>Signs & Markings - Curb Painting:</u> The Signs & Markings Group completed the 2021 curb painting project; this includes all restrictive parking zones, loading zones and handicap parking stalls.
- <u>Signs & Markings - Routine Street Markings Maintenance</u>: The Signs & Markings Group is currently refreshing Thermoplastic markings at various locations across town.

These locations include Parking Tee's in front of the Post Office and old Court House, as well as other various street markings on Heritage Parkway.

- <u>Signs & Markings - New Installations/Replacements:</u> The Signs & Markings Group is working with Woodland PD to install new restrictive parking signs at Ralph Harris Park, Hays Ln. and Douglas Ln.
- <u>Signs & Markings - Removal:</u> The Signs & Markings group removed graffiti from a total of 10 signs, invested 11 hours of labor in removing garage sale signs posted on City property (e.g., street lights, traffic signals, sign posts, etc.), and trimmed trees away from 18 various signs deemed to be a safety issue.
- <u>Streets - Pothole Patching:</u> The Streets Group has responded to, and filled, 207 potholes throughout the City this Quarter.
- <u>Streets - Sidewalk Replacement Project :</u> The City of Woodland removed and replaced sidewalk trip hazards at 28 different locations totaling 4925sq. ft.
- <u>Streets - Trash and Debris Clean Up:</u> The Streets Group assisted Homeless Outreach Street Team (HOST) with cleanup of 37 homeless encampments and responded to 131 different calls about trash and debris that was abandoned or dumped in various locations throughout the City.
- <u>Streets Group Dashboard:</u> The information below is a dataset filled with all Streets Group maintained infrastructure along with reporting requirements. Below is a screenshot of data as of 8/26/21. The ROW Division is in the process of implementing dashboards for all maintained infrastructure (Signs & Markings, Facilities, Underground Service Alerts, etc.).



<u>Utilities Collections - Sewer and Storm Divisions</u>

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

Staff has been busy with preventive maintenance on a variety of assets within the City. Their projects include mowing storm ditches in preparation of our winter season, removing and rebuilding storm lift pumps, and continuing our manhole inspection program.

Sewer:
- **HVVC Footage:** 81,318
- **CCTV Footage:** 39,313
- **Lateral Inspection Footage:** 3,906
- **Lateral Rodding Footage:** 263

Storm (inspection commences 4th quarter):
- **HVVC Footage**: 0
- **CCTV Footage**: 0

Service Calls:
- **Service Request Generated:** 47
- **Sanitary Sewer Overflows**: 4

Utilities - Water Production and Distribution Division

- Wells: All groundwater wells are currently off or in the "standby" position with the exception of blending Well #24.
- ASR: Wells #28, #29, and #30 are "active" and currently pumping 6 Million Gallons per Day (MGD). The City's access to surface water is currently restricted due to Term 91. With this supply curtailed, the City's demand is met using Aquifer Storage and Recovery (ASR) and blending wells throughout the City.
- Distribution Division: Crews continue working on system maintenance, repairs and improvements, as well as repairing and testing water meters. All program expectations and deadlines are being met.
- Preventive Maintenance: Crews continue to work toward meeting the annual goal of exercising 20% of the system per American Water Works Association (AWWA) specifications. The 2021 goal is to exercise 1,625 valves and service and paint 611 fire hydrants. All 611 fire hydrants have already been completed this year.

- **Water Main Breaks:** 15
- **Valves, Fire Hydrants and Services Replaced:** 40
- **Water Main Valves Exercised:** 495
- **Water Meters Tested:** 83
- **Water Meters Replaced:** 51
- **Water Quality Calls:** 19

Wastewater Operations Division

Laboratory:
- Approved and certified under the new Environmental Laboratory Accreditation Program (ELAP) Regulations that took effect January 1, 2021.
- Earned a 'Certificate of Excellence' for achieving a 100% on their State required unknown testing for 2020; currently performing the 2021 Performance Testing.

Pretreatment:
- Conducted inspections of local businesses.

- Issued new Wastewater Discharge Permits and renewals for the Pollution Prevention Program.
- Participated in the Yolo County Environmental Task Force.
- Worked on public outreach, including social media posts and advertisements for the electronic billboard on I-5. Also updated banners to post at Gibson and CR 102 for grease and oil recycling, preventing sewer backups, and preventing storm water pollution.
- Worked with Code Enforcement to resolve compliance issues with industrial customers.

<u>Regulatory Compliance:</u>

- Prepared and submitted Quarterly and Monthly reports to the Regional Board in accordance with our National Pollutant Discharge Elimination System (NPDES) Permit.
- Continued participation in the Central Valley Clean Water Association (CVCWA) special studies on Methyl Mercury, Freshwater Mussels, and Low-Level Toxicity.
- Continued issuing an information binder with all new pretreatment permits with relevant information to the specific discharger.
- Completed public outreach reminders regarding how wipes clog pipes.
- Conducted required Local Limits and Grit & Rags sampling.

<u>Water Pollution Control Facility:</u>

- <u>Plant Operations</u>: The sludge removal project contractor has mobilized equipment to finish sludge removal from Pond 10. Ultra Violet (UV) preventive maintenance was completed in July and the Operations Group replaced 1 bank of wiper system components in August. Operations took aeration basin #4 out of service to repair a broken diffusor in Zone #4.
- <u>Recycled Water Delivery:</u> Currently recycled water is only being delivered to the City's Parks Department. Biomass has concluded a new contract with PG&E and will resume operation around September 1st. Recycled water pumps have been rebuilt and put back in service.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: H.4
SUBJECT: Holy Rosary Parish 150th Anniversary Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a proclamation recognizing the 150th anniversary of Holy Rosary Parish.

Ken Hiatt
City Manager

Attachments:

1. Holy Rosary Proclamation

PROCLAMATION
COMMENDING HOLY ROSARY PARISH
ON THE CELEBRATION OF ITS 150 YEAR ANNIVERSARY

WHEREAS, on October 3, 2021, Holy Rosary Parish will officially commemorate 150 years of service in Woodland, California that began in October 1870, when Holy Rosary Parish dedicated its first church building in Woodland in memory of Our Lady of the Holy Rosary; and

WHEREAS, the first Holy Rosary Church was located on Main Street between Elm and Walnut Streets but due to heavy rains and poor construction, in 1871 the steeple settled and cracked, and the building was declared unsafe and, as a result, in 1874, construction of a new church building at the corner of Main and Walnut Streets was begun and this church building was converted in 1912 into the Parish Hall when construction of a new church building was started at the corner of Main and Walnut Streets; and

WHEREAS, the 1912 church building was dedicated on June 1, 1913, and was used by the Holy Rosary Parish until 1949 when the current church building, located at the corner of Walnut and Court Streets, was dedicated on October 2, 1949 and this church building has remained in use since 1949; and

WHEREAS, Holy Rosary Parish opened its first Catholic School in 1886 with a staff of nine Holy Cross Sisters initially focusing on the education of girls but later for boys as well; and

WHEREAS, the Holy Cross Sisters served until 1977 and in 1980, the Sisters of the Religious Order of the Blessed Virgin Mary began their service at Holy Rosary Catholic School remaining until 1986 when Holy Rosary School began to operate with a lay staff as it continues to do today to provide an excellent educational opportunity for youth in Woodland; and

WHEREAS, during its years in Woodland, Holy Rosary Parish has endeavored to be a positive presence in the Woodland community, often in conjunction with other religious and nonprofit organizations, by helping to feed and clothe the needy, tutor and provide baked goods to youth in Juvenile Hall, teach students in Woodland schools, give medical care to Woodland patients, serve the community as public employees, and operate businesses that employ many Woodland residents; and

WHEREAS, the 150-year Commemoration was originally planned to be celebrated 2020 but due to the Coronavirus pandemic, those plans have been postponed to October 3, 2021 when Masses will be held to thank God for the 150 years that the Holy Rosary Parish has been in Woodland as a place of Catholic worship;

NOW THEREFORE BE IT RESOLVED BY THE WOODLAND CITY COUNCIL that it commends Holy Rosary Parish on its 150 year Anniversary and expresses appreciation for the many positive contributions that Holy Rosary Parish has made to our Woodland community.

DATED: September 21, 2021

____
Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tem

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Tom Stallard, Council Member

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: H.5
SUBJECT: Appoint Member to Yolo Habitat Conservation Plan / Natural Community Conservation Plan Implementation Advisory Committee

Recommendation for Action: Staff recommends that the City Council appoint Noah Lopez as the City of Woodland representative on the Yolo Habitat Conservation Plan / Natural Community Conservation Plan Implementation Advisory Committee.

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

Background:
The Yolo Habitat Conservancy is a joint powers agency comprised of the County of Yolo and the cities of Davis, West Sacramento, Winters, and Woodland, whose mission is to conserve natural and working landscapes, and the species on which they depend, by working with local communities and conservation partners to coordinate mitigation and implement regional habitat conservation.

The City of Woodland as a member agency of the Yolo Habitat Conservancy is required to appoint one public representative who will serve a two-year term on the Yolo Habitat Conservation Advisory Committee.

The Implementation Advisory Committee will advise the Conservancy on the development and management of the reserve system of conserved properties. The Yolo HCP/NCCP conservation strategy involves integrating the many existing protected lands with newly protected lands to ensure that the conservation commitments by acre for both natural communities and species listed in the Yolo HCP/NCCP are met over the course of the plan's implementation.

The Committee will be comprised of nine members: one individual appointed from each of the four cities and the County; three individuals representing agricultural and wildlife conservation organizations appointed by the Conservancy Board; and one individual appointed by the Yocha Dehe Wintun Nation. The nine-member Committee will be supported by a non-voting staff liaison from each of the five-member agency jurisdictions and one from the University of California, Davis. Members will serve for two-year terms.

Prepared by: Ana B. Gonzalez, City Clerk

Ken Hiatt
City Manager

Attachments:
None

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: H.6
SUBJECT: Animal Services Contract for Fiscal Year 2021/22

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2021/22 Animal Services Agreement with Yolo county in the amount of $1,022,385.

Staff Contact:
Kim McKinney, Director of Administrative Services, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact:
The proposed contract results in an annual cost of $1,022,385 for animal services provided through a contract with Yolo County. This cost does not reflect an offset for licensing and other revenues collected specifically for Woodland by the Yolo County Sheriff's Office. Any revenues actually received throughout fiscal year 2021/22 will be credited against quarterly payments. Historically, revenue offsets average around $210,000. The proposed contract for FY2021/22, net of average revenue estimates, would total $810,480. This is consistent with the FY2021/22 adopted budget, and represents an increase of 8% from FY2020/21.

Background:
The County of Yolo, through the Sheriff's Department/Animal Control Division and under an agreement with the City of Woodland, provides animal control services to the Woodland community. Section 6.0.4 of the Woodland Municipal Code, adopted in 1974, delegates animal control responsibilities and authority to the County. The Animal Control Services Division of the Yolo County Sheriff's Office provides animal control services to all cities in the county, the University of California at Davis, and all unincorporated areas of the county. The Division staff includes animal control officers who respond to calls for service in our community, and animal shelter staff who maintain a safe and humane environment for animals that have been taken to the shelter. Additionally, the Division has and/or contracts for veterinary and other staff available to care for injured animals. The Division performs all animal control services for the City, including animal licensing, pick up of stray or injured animals, pick up of dead animals, quarantine of animals when required, and the sheltering, release and adoption of impounded animals. For health and safety reasons, some animal services such as vicious animal calls or dog bite reports are mandated.

The cost of providing these services is allocated between the County and the cities based upon an agreed-upon methodology that includes allocation of fixed annual costs, as well as a proportional share of "variable" costs, based on a three-year average of the number of service calls received from each jurisdiction (animal control) and the number of animals housed at the shelter (animal services). The County also collects and retains all fees (license fees collected from pet owners, redemption fees, neutering fees, etc.) for the animal control program. Each jurisdiction is, in turn, credited for the amount of fees collected. Previously, the contract amount for a fiscal year was calculated as the net amount of the total cost of service, less the anticipated fee revenues. Beginning in FY21/22, the contract cost is the total cost of service without credit for any revenues. Actual revenues received will be offset against quarterly invoiced costs.

The table below shows the ten-year history of the net cost paid by the City for animal control services:

Fiscal Year	Annual Contribution	% Change from Prior Year
FY2021/22*	810,480	8.2%
FY2020/21	748,836	1.3%
FY2019/20	739,560	18.0%
FY2018/19	626,553	3.0%
FY2017/18	608,303	9.6%
FY2016/17	555,192	5.0%
FY2015/16	528,756	13.6%
FY2014/15	465,302	0.0%
FY2013/14	465,302	-2.4%
FY2012/13	476,776	

*FY2021/22 assumes contract expenditures of $1,022,385 offset by potential revenues of $211,905

Discussion:
For FY2021/22, the overall cost of supporting the County's animal services functions is estimated at $3,163,805, and the County anticipates collection of $552,460 in revenue. The total net cost for animal services, based on the revenues assumed, would be $2,611,346; this represents an increase over the FY20/21 budget of more than 11%. The cost allocated to the City of Woodland reflects both our proportionate share of this general increase, as well as adjustments made resulting from updating the three-year average of calls for service and animal intake at the shelter. As proposed, the City of Woodland's contract amount for FY2021/22 represents approximately 32% of the overall cost of countywide animal services. Animal Services Division statistics show that the City of Woodland is responsible for approximately 37% of all division workload. By comparison, the cities of West Sacramento and Davis provide 26.5% and 11.7% of program costs, respectively, while Yolo County accounts for 21%. The balance (4%) is allocated to UC Davis and the City of Winters.

The proposed contract between Yolo County and the City of Woodland for animal services from July 1, 2021 through June 30, 2022 results in an annual cost of $1,022,385, with offsets for any revenue actually collected throughout the year. Any future changes to the overall Animal Services scope of work, contract services and/or amount will be executed through an amendment of the attached agreement.

The County and representatives from the participating jurisdictions have established a planning group to develop a strategic plan for the provision of animal services in Yolo County. The goal of establishing the working group was to provide an increased role for participating agencies in policy decisions that impact operating costs of the existing program, as well as to explore options for construction of a new animal shelter facility through a public/private partnership, and potentially form a joint powers authority (JPA). Council Member Lansburgh is the City's designated representative to the planning group.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2021/22 Animal Services Agreement with Yolo county in the amount of $1,022,385.

Prepared by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. Resolution - FY22 Animal Services Contract
2. Animal Services FY 2021_22 Agreement

RESOLUTION NO: ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FISCAL YEAR 2020/21 ANIMAL SERVICES AGREEMENT WITH YOLO COUNTY

WHEREAS, the County of Yolo, through the Sheriff-Coroner's Office, provides animal control services to the City of Woodland through a contractual agreement; and

WHEREAS, Section 6.0.4 of the Woodland Municipal Code adopted in 1974, delegates animal control responsibilities and authority to the County; and

WHEREAS, the cost of providing animal control services to the City of Woodland for FY2021/22 is $1,022,385; and

WHEREAS, the City's portion of revenue collected by Yolo County for licensing and from other revenue sources will be reduced from quarterly invoices;

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

Section 1. The Agreement between Yolo County and the City of Woodland for Animal Control Services for FY2021/22 is approved.

PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF SEPTEMBER, 2021.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

_____________________________________,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

____
Ethan Walsh, City Attorney

YOLO COUNTY SHERIFF'S OFFICE

140 TONY DIAZ DRIVE, WOODLAND, CA 95776

(530) 668-5280 WWW.YOLOCOUNTYSHERIFF.COM

TOM A. LOPEZ
SHERIFF ~ CORONER ~
PUBLIC ADMINISTRATOR

DALE JOHNSON
UNDERSHERIFF

ADMINISTRATION
(530) 668-5280
FINANCE
PERSONNEL
CIVIL
TRAINING
PLANNING & RESEARCH

CAMERON TRAINING FACILITY
(530) 668-5245
INMATE EDUCATION
INMATE PROGRAMS
INMATE TRAINING

CORONER'S SECTION
(530) 668-5292

PUBLIC ADMINISTRATOR
(530) 668-5280

FIELD OPERATIONS
(530) 668-5280
COMMUNITY RESOURCES
CRIME PREVENTION
INVESTIGATIONS
MARINE PATROL
PATROL
SEARCH & RESCUE
AERO SQUADRON
CADETS
POSSE RESERVES
STARS

ANIMAL SERVICES
(530) 668-5287

LEINBERGER
DETENTION
(530) 668-5254
CORRECTIONS
COMMISSARY
INMATE WORK PROGRAMS

MONROE DETENTION
(530) 668-5245
CORRECTIONS
COURT SERVICES
FOOD SERVICES
RECORDS
TRANSPORTATION

June 17, 2021

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

Re: Animal Services Fiscal Year 2021-22 Agreement

Enclosed is the agreement between the Yolo County Sheriff's Office and the City of Woodland for the provision of Animal Services from July 1, 2021 through June 30, 2022. Patrol services will be provided by the Sheriff's Office Animal Services Division from 8:00 a.m. to 5:00 p.m. Monday through Saturday. Services outside these hours will be provided only when authorized in advance by a representative of the City of Woodland, except when required by Health and Safety or Penal Codes. The cost to the City of Woodland for shelter care and patrol services during the contract time period will be $1,022,385. Revenue credit will be calculated on a quarterly basis and be reduced in each invoice. Total program cost is based on the Fiscal Year 2021-22 Animal Services Recommended Budget. Any future changes to the overall Animal Services budget, scope of work, contract services and/or amount will be executed through an amendment of the attached agreement.

Extraordinary incidents, defined as an incident that requires 10 or more County staff response hours, will be billed at a rate of $47.00 per hour in addition to the yearly amount.

Please return the two executed copies to my attention. A fully executed copy will be returned to your office once completed by our Board of Supervisors.

Sincerely,

Mirthala Santizo
Sheriff's Chief of Finance
Yolo County Sheriff's Office

Attachment: FY 2021-22 Animal Services Agreement (2 copies)

"Honored to Serve"

YOLO COUNTY AGREEMENT NO.______

AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WOODLAND FOR ANIMAL CONTROL SERVICES

This Agreement ("Agreement") is made and entered into this 1st day of July, 2021, by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Woodland, a municipality under the laws of the State of California ("City").

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement.

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff's Office, within the corporate limits of the City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and require the provision of veterinary care per Penal Code section 597(f).

2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.

3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.

4. Response to vicious animals.

5. Response to free roaming or contained stray dogs.

6. Services provided by the County shall be limited as follows:

a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing foul or other nuisance complaints will be limited to receiving and forwarding complaints.

b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.

B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.

D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. City agrees to compensate the County annually, on a quarterly basis, in the following amount:

Contract Year	Annual Compensation	Quarterly Payment
07/01/2021-06/30/2022	**$ 1,022,385**	**$255,596.25**

B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent Agreement termination.

C. Quarterly Payment Credit - In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance. A review of revenue collected from licensing and other revenue sources from within the City's jurisdiction will be conducted on a quarterly basis. The City's portion of revenue for licensing and from other revenue sources will be reduced from the quarterly invoice from the County.

D. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An "Extraordinary Incident" is defined as an incident that requires more than ten (10) county staff hours. The hourly rate for Extraordinary Incidents is $47.00 per hour. The County will bill these charges quarterly.

E. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an "Animal Services Trust" for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the "Animal Services Budget Forecast" that the County will provide the City.

F. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for the care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work product, including writings, worksheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2021 until June 30, 2022, unless sooner terminated as hereinafter provided.

B. This Agreement may be extended for a period of one year based on mutual agreement of the County and the City.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said 15-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty 30 days' written notice is given.

VII. INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in the Superior Court of California, County of Yolo.

IX. NOTICE

A. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Woodland:

City of Woodland City Manager's Office
300 First Street
Woodland, CA 95695
Attn: Ken Hiatt
(530) 661-5800

County:

Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Mirthala Santizo
(530) 668-5264

B. In lieu of written notice to the above addresses, any party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 661-5813 County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

X. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and the City.

XI. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

County of Yolo	**City of Woodland**
By________________________________	By___________________________
Jim Provenza, Chair	Tom Stallard, Mayor
Yolo County Board of Supervisors	City of Woodland

Attest: Julie Dachtler, Deputy Clerk Board of Supervisors	Attest: Ana Gonzalez, City Clerk City of Woodland
By______________________________ Deputy (Seal)	By______________________________ Deputy (Seal)
Approved as to Form:	Approved as to Form:
By______________________________ Philip Pogledich, County Counsel	By______________________________ Ethan Walsh, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	September 21, 2021
ITEM #:	H.7
SUBJECT:	Carry-Over of FY2020/21 to FY2021/22 Unencumbered Appropriations

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2020/21 to fiscal year 2021/22 totaling $2,162,737.

Staff Contact:
Evis Morales, Finance Officer (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:
Approval of the staff recommendations will authorize an amendment to the FY2021/22 budget in the amount of $2,162,737. Funding for carry-over items was previously approved as part of the FY2020/21 budget for specific projects and program expenditures and is available for re-appropriation in FY2021/22.

The following table summarizes the recommended appropriations by fund source:

Fund Summary		Amount
Internal Service Fund	$	523,238
General Fund	$	591,098
Enterprise Funds	$	138,471
Special Revenue Funds (Grants)	$	885,250
Measure E	$	19,853
Measure F	$	4,828
	$	2,162,737

Background:
In general, annual budget appropriations that are not expended or encumbered (set-aside to cover costs of existing contractual obligations) by year-end revert back to fund balance and are subsequently available for reappropriation in future budgets. However, each year, selected funding allocations in the preceding annual budget that support specific projects and/or priority needs may be requested for reappropriation. Reappropriation of unexpended and unencumbered funding is typically limited to funding needed to continue multi-year projects as well as funding allocated in the budget for a specific purpose that was unable to be completed prior to year-end. Carry-over requests submitted by each department have been reviewed by finance staff and the City Manager, with recommendations to the City Council based on the following criteria:

1. The fund paying for the carry-over, overall, is in good health.

2. Revenue was analyzed at a fund and department level to ensure that revenues received were consistent with anticipated fiscal year results.

3. Expenditures were analyzed at a fund and department level to ensure expenditure budgets were not in excess of anticipated levels and that adequate savings exist to fund carry-over requests.

4. Consistency of carry-over request with intent of original appropriation.

Departments submitted a total of $3,215,830 in carry-over requests for the funds described herein. However, due to the criteria outlined above and budget appropriation authority, staff is recommending that $2,162,737 be carried-over from FY2020/21 to FY2021/22. The detailed carry-over requests that are recommended for approval are attached to this staff report as Exhibit A.

Discussion:
The carry-over recommendation consists of funding requests across six (6) fund types: Internal Service, General (includes Measure J), Enterprise Funds, Special Revenue, Measure E, and Measure F.

Internal Service Fund carry-over requests in the amount of $523,238 largely consist of vehicles and equipment that were planned but not purchased in FY2020/21.

General Fund expenditure budgets include activities for regular General Fund operations, as well as the budget for Measure J activities. The staff recommendation for carry-overs in the General Fund includes $418,307 for regular, ongoing activities, and $172,791 in Measure J carry-overs. The regular General Fund carry-overs include items that have been noted as high priority by the City Council, such as funding for homeless initiatives, downtown improvement efforts, and allocations in support of economic development. Other carry-overs are for funding that was committed but not spent in the previous fiscal year, such as the funding for North Woodland Annexation costs, Yolo County Housing security, abandoned RV towing, City Hall flag pole, and park maintenance expenses. Measure J carry-over requests include initiatives that began in FY2020/21 but were unable to be completed for various reasons, including delays caused by the COVID-19 pandemic. Carry-over items include purchase of books and materials for the library, library facility projects and funding for Phase I of the Youth Master Plan in collaboration with the Woodland Joint Unified School District. Lastly, $79,000 in Measure J - User Group Seed funding is also being requested as a carry-over. This funding was identified and committed by the City Council as seed money to assist various community groups with fundraising for the build-out of the Sports Park at the Community Center; this continues to be carried forward until the user groups submit the required information.

Enterprise Funds carry-over requests are largely comprised of materials/supplies needed for Public Works projects that were not available due to the COVID-19 pandemic. Other items include cemetery tree maintenance and a Waste Wizard mobile app that will assist community members with disposal of items.

Special Revenue Fund (Grants) carry-over requests are largely funding related to grant programs that can span multiple fiscal years. The entire carry-over request is designated for First-Time Homebuyer Assistance grant funds that the City received specifically for lending to first-time homebuyers.

Measure E includes a carry-over request for park projects to continue into FY2021/22. This is funding identified each year to carry out citywide park improvement projects. These are priority projects that include deferred maintenance and replacement of structures and amenities.

Measure F includes a carry-over request for park projects to continue into FY2021/22. This is funding identified each year to carry out citywide park improvement projects. These are priority projects that include deferred maintenance and replacement of structures and amenities.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2020/21 to fiscal year 2021/22 totaling $2,162,737.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. Exhibit A - Carryover Items
2. FY22 Carry-Over Budget Resolution

EXHIBIT A

FY2020/21 BUDGET CARRYOVERS TO FY2021/22
UNEMCUMBERED DEPARTMENT REQUESTS

Department	Carryover Item/Description	Rationale	Fund Name	Carry-Over Amount
Administrative Services	Flag Pole	Funding was set-aside in FY2020/21 for City Hall Flag Pole	General Fund	$38,381
Community Development	Waste Wizard Mobile	Funds were appropriated in May 2021 but not spent.	Enterprise Fund	$4,000
Community Development	Funding for Annexations - North Woodland	FY2020/21 one-time funding to cover cost of annexation. The annexation process is slowly progressing.	General Fund	$50,000
Community Development	Economic Development Initiatives	These funds are remaining from one-time ED allocation for special projects including business attraction and retention. ED is also a Council goal.	General Fund	$67,991
Community Services	General Fund Park Maintenance	Funds to cover tree maintenance at cemetery	General Fund	$53,671
Community Services	Downtown	Funding will allow downtown priority projects to continue in FY2021/22.	General Fund	$17,022
Community Services	Parking Lot	Funding will allow downtown priority projects to continue in FY2021/22.	General Fund	$22,916
Community Services	Special Events	Funds to be used for the 150th Celebration	General Fund	$10,372
Community Services	Homeless	Funding will Homeless programs to continue in FY2021/22	General Fund	$106,823
Community Services	Measure J - General Recreation	Youth Master Plan to continue in FY2021/22	General Fund	$12,450
Community Services	Measure J - User Group Seed Money	Seed funds for the Sports Complex community fundraising initiative. Funds to be carried-over from last fiscal year.	General Fund	$79,000
Community Services	Cemetery	Funds to cover tree maintenance at cemetery	Enterprise Fund	$23,407
Community Services	First-time Homebuyer Assistance	First time homebuyer loan assistance program to continue in FY2021/22. Funds cover loans for low-income households and costs of homebuyer consultant (income determinations, loan underwriting, and other services).	Special Revenue Funds (Grants)	$885,250
Community Services	Measure F - Parks Projects	Parks projects funded in FY2020/2021 that will continue into FY2021/22	Measure E	$19,853
Community Services	Measure E - Parks Projects	Parks projects funded in FY2020/2021 that will continue into FY2021/22	Measure F	$4,828
Police	Yolo County Housing Security	The City agreed last fiscal year to assist YCH with security at one of its properties.	General Fund	$25,000
Police	Abandoned RV towing	The carry-over will enable Police to pay for an outstanding expense attributable to last fiscal year.	General Fund	$6,131
Fire	ePCR Program Interface	Program that will assist Fire in meeting State required reporting mandate. Planned FY2020/21 expenditure that was not spent.	General Fund	$10,000
Fire	Temporary Administrative Assistance	Continued funding for temporary administrative assistance for Community Risk Reduction division/Fire Admin	General Fund	$10,000
Public Works	New Vac-Con Purchase (#768 Replacement)	Funds approved in FY2020/21 at mid-year but the purchase was not approved by Council until July 2021	Internal Service Fund	$450,000
Public Works	Solar-Assisted Mower Purchase	The City was approved for a Clean Air Fund Grant in FY2020/21 there was not ample time to purchase the equipment last fiscal year.	Internal Service Fund	$33,238
Public Works	Truck #743 Replacement for Streets	Truck was due for replacement in FY2020/21 but was not ordered prior to Purchase Order cutoff deadline.	Internal Service Fund	$40,000

Public Works	Sewer Lateral Lining Project	Due to the COVID-19 pandemic, there was a delay in contracting for annual sewer lateral lining.	Enterprise Fund	$49,023
Public Works	Beamer Lift Station Project	Due to the COVID-19 pandemic, there was a delay in procuring supplies.	Enterprise Fund	$62,041
Library	Library Facility Projects	This is funding for furnishing/shelving purchases in literacy and the teen areas. Due to the COVID-19 pandemic and the loss of the teen services librarian, these projects were delayed. They are on track now to be completed in FY2021/22	General Fund	$66,864
Library	Book Program	Books were ordered in FY202021 but were placed on back-order due to the COVID-19 pandemic	General Fund	$14,477.73

Fund Summary		**Amount**
Internal Service Fund	$	523,238
General Fund	$	591,098
Enterprise Funds	$	138,471
Special Revenue Funds (Gran	$	885,250
Measure E	$	19,853
Measure F	$	4,828
	$	2,162,737

RESOLUTION NO: ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2021-2022 ANNUAL BUDGET

WHEREAS, a balanced annual budget for the City of Woodland was prepared for fiscal year 2021-2022 and adopted by the City Council on June 15, 2021; and

WHEREAS, the adopted budget also includes the fiscal year 2021-2022 budgets for the Woodland Finance Authority and the Successor Agency to the former Woodland Redevelopment Agency; and

WHEREAS, the budget for Capital Improvement Plan for fiscal year 2021-2022 has been prepared; and

WHEREAS, an amended annual budget has been prepared for fiscal year 2021-2022; and

WHEREAS, all appropriations for the prior fiscal year shall lapse at the end of fiscal year 2021-2022 and any remaining amounts shall be credited against their respective fund balances, except for:

a. Any unexpended but encumbered amounts for specific orders outstanding at the end of the Fiscal Year, and
b. Any appropriations for incomplete capital projects at the end of fiscal year 2021-2022; and

WHEREAS, for these exceptions, such carry-overs may be made without further City Council action,

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

Section 1. The 2021-2022 Annual Amended Budget is hereby adjusted to include supplemental appropriations totaling $2,162,737 shown in Exhibit A.

Section 2. Appropriations are hereby made at the individual fund level. The City Manager and Finance Officer are authorized to make budgetary transfers within an individual fund, so long as total appropriations for such fund remain unchanged. Interfund loans and/or transfers necessary to support fund level appropriations are hereby approved and authorized. Any changes to total fund level appropriations require further Council action.

Section 3. The City Manager and Finance Officer are hereby authorized to implement this resolution, including issuing the 2021-2022 Amended Budget, together with any non-substantive corrections to the proposed budget adopted by this Council.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF ______________, 2021.

RESOLUTION NO: _______________

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

______________________________________,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

____
Ethan Walsh, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	September 21, 2021
ITEM #:	H.8
SUBJECT:	Final Map 5155 Parkside 3, Related Subdivision Improvement Agreement, and Related Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement.

1. **Recommendation for Action**: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5155 Parkside 3; 2) approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

It is further recommended that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5155 Parkside 3, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

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

Fiscal Impact:
This project's processing costs were covered by fees. In addition, at buildout, the 97 lots are estimated to generate approximately $1.5 million in development impact fees. There is no impact to the General Fund.

Background:
On September 1, 2020, City Council approved the tentative map 5155 Parkside 3 for 97 multi-family lots and an Amended and Restated Development Agreement.

The Developer, CalAtlantic Group, Inc., has completed all conditions required for approval of the final maps, and is requesting that the City approve Final Subdivision Map (SM) No. 5155 Parkside 3, and the associated Subdivision Improvement Agreement and SLIF Reimbursement Agreement.

Discussion:
The map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval. The project conditions require the replacing a drainage ditch with an underground pipe and associated grading. This work was included in the Spring Lake Capital Infrastructure Plan and is subject to reimbursement through the SLIF.

The Developer is requesting execution of the SLIF agreement to reimburse for the work necessary to satisfy the condition for the completion of the storm drainage work.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5155 Parkside 3; 2) approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve

amendments to the Subdivision Improvement Agreement for the extension of time; and

It is further recommended that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5155 Parkside 3, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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

Ken Hiatt
City Manager

Attachments:
1. Resolution (Final Map & SIA)
2. Resolution (SLIF Reimbursement Agmt)
3. Subdivision Improvement Agreement
4. SLIF Reimbursement Agreement
5. Final Map - SM 5155
6. Location Map

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5155, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CALATLANTIC GROUP, INC, A DELAWARE CORPORATION FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

WHEREAS, the City Council approved Tentative Map 5155 Parkside 3, and an associated Development Agreement with conditions of approval on September 1, 2020; and

WHEREAS, Calatlantic Group, Inc. has satisfied the conditions of approval and has filed a final map with the City for 97 units; and

WHEREAS, the City of Woodland has reviewed the maps and determined that they are technically correct and that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 5155 Parkside 3, and the associated Subdivision Improvement Agreement through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 5155 Parkside 3 and directs the City Clerk to sign the map and the City Engineer to forward the map to the Yolo County Tax Collector for processing prior to recording with the Yolo Clerk-Recorder.

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

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of September 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Tom Stallard, Mayor

ATTEST:

____

Ana B. Gonzalez, City Clerk

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SLIF REIMBURSEMENT AGREEMENT ASSOCIATED WITH FINAL SUBDIVISION MAP 5155, PARKSIDE 3

WHEREAS, on September 1, 2020, the City Council approved Tentative Map 5155, and the related Development Agreement with Conditions of Approval; and

WHEREAS, the Developer, Calatlantic Group, Inc., has satisfied the Conditions of Approval and completed requirements for Subdivision Map 5155, Parkside 3; and

WHEREAS, the Developer, Calatlantic Group, Inc., is requesting the City Council approve the final map (by separate resolution) and related agreements for Subdivision 5155.

WHEREAS, the Developer, Calatlantic Group, Inc., is requesting the City Council approve a Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement for Subdivision 5155, and

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Woodland, hereby:

Section 1. Approves the SLIF Reimbursement Agreement with Calatlantic Group, Inc., a Delaware Corporation and authorizes the City Manager to sign on behalf of the City, and

Section 2. Authorizes the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed $140,000 (approximately 15%).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of September, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

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

(Exempt from Filing Fees – Government Code § 2783)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5155

between

THE CITY OF WOODLAND

a California municipal corporation

and

CALATLANTIC GROUP, INC

A Delaware Corporation

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SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5155

I. Parties and Date

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _________, 20__, by and between the CITY OF WOODLAND, a California municipal corporation ("City") and CalAtlantic Group, Inc., a Delaware corporation, with its principal office located at 1025 Creekside Ridge, Suite #240, Roseville, CA 95678 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. Recitals

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland City Council on September 1, 2020. The tentative subdivision map is identified in City records as Subdivision Map No. 5155 ("Map").

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

C. Developer has submitted and requests approval of Final Map No. 5155, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 16 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 16 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

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

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on September 1, 2020

III. Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by September 21, 2022 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

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

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

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

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

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

9.0 Default; Notice; Remedies.

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

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

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

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

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

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

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

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

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq*., of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Three Million Five Hundred Fifty-Four Thousand, Seven Hundred Sixty-Eight Dollars ($3,554,768), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Seven Hundred Seventy-Seven Thousand Three Hundred Eighty-Four Dollars ($1,777,384), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

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

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

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

14.0 Insurance.

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

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

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

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

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

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

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

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

14.5 Endorsements.

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

> **Additional Insured:** The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims

arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

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

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

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

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

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

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

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

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

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

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

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

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

17.0 General Provisions.

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

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

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to

City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

CITY:	**DEVELOPER:**
City of Woodland 300 First Street Woodland, CA 95695 Attn: City Engineer	CalAtlantic Group, Inc 1025 Creekside Ridge, Suite #240 Roseville, CA 95678 Attn: Division President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

CITY OF WOODLAND	**CALATLANTIC GROUP, INC.**
By: ______________________ Ken Hiatt, City Manager	By: ______________________ Signature
	______________________ Print Name
	______________________ Title
ATTEST:	
By: ______________________ Ana Gonzalez, City Clerk	By: ______________________ Signature
	______________________ Print Name
	______________________ Title

NOTE: **DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

82093.00016\3513833.8

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

SUBDIVISION NO. 5155 – PARKSIDE 3
A SUBDIVISION OF REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

APNS: 041-231-028 & 041-243-002

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 5155

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans listed below and incorporated into this agreement by reference:

- Improvement Plans for Parkside 3 (Subdivision No. 5155)
- Improvement Plans for Parkside 3 - Offsite

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5155

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

FAITHFUL PERFORMANCE BOND: $ 3,554,768
Surety: ______________________________
Attorney-in-fact: ______________________________
Address: ______________________________
____
____

PAYMENT BOND: $ 1,777,384
Surety: ______________________________
Attorney-in-fact: ______________________________
Address: ______________________________
____
____

GUARANTEE AND WARRANTY SECURITY BOND: $ 355,477
Surety: ______________________________
Attorney-in-fact: ______________________________
Address: ______________________________
____
____

CITY OF WOODLAND

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: SUBDIVISION MAP NO. 5155

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. _____ require that the City of Woodland, a municipal corporation of the State of California ("CITY"), by its City Council, and ____________________________("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and ______________________________ ("SURETY"), a corporation organized and existing under the laws of the State of ______________________, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of Three Million Five Hundred Fifty-Four Thousand Seven Hundred Sixty-Eight DOLLARS ($3,554,768), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and Chapter 21 of the Woodland Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on __________________, 20___.

___________________________________	____________________________________
Name of Surety	Principal
	By:________________________________
	Title: ______________________________
____________________________________	
Mailing Address of Surety	and
____________________________________	By:________________________________
Telephone No. of Surety	Title: ______________________________

By: _________________________________
Attorney in Fact

Approved as to form:

____
City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Yolo County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Yolo County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______________________________________, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that ______________________________________, who signed the said bond on behalf of the Principal, was then ______________________________ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated:______________________ By:___________________________________

Signature

____

Print Name

CITY OF WOODLAND

LABOR & MATERIAL BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: __SUBDIVISION MAP NO. 5155

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. _____ require that the City of Woodland, a municipal corporation of the State of California ("CITY"), by its City Council, and ____________________________("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and _________________________ ("SURETY"), a corporation organized and existing under the laws of the State of _____________________, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of One Million Seven Hundred Seventy-Seven Thousand Three Hundred Eighty-Four DOLLARS, ($1,777,384), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development

Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.
(PAGE 2 OF 3)

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and Chapter 21 of the Woodland Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _________________, 20___.

________________________________	________________________________
Name of Surety	Principal
	By:______________________________
	Title: ____________________________
________________________________	
Mailing Address of Surety	and
________________________________	By:______________________________
Telephone No. of Surety	Title: ____________________________

By: ______________________________
Attorney in Fact

Approved as to form:

____
City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Yolo County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Yolo County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______________________________________, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that ______________________________________, who signed the said bond on behalf of the Principal, was then ______________________________ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated:______________________ By:___________________________________

Signature

____

Print Name

82093.00016\3513833.8

CITY OF WOODLAND

SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: SUBDIVISION MAP NO. 5155

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. _____ require that the City Council of the City of Woodland, State of California, and ______________________________ ("PRINCIPAL") enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance ("Agreement"); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and ____________________________________ a ____ ____, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Woodland as obligee ("CITY"), in the penal sum of Three Hundred Fifty-Five Thousand Four Hundred Seventy-Six Dollars ($355,476) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on __________________, 20___.

____________________________________	____________________________________
Name of Surety	Principal
	By:________________________________
	Title: ______________________________
____________________________________	
Mailing Address of Surety	and
____________________________________	By:________________________________
Telephone No. of Surety	Title: ______________________________

By: __________________________________
Attorney in Fact

Approved as to form:

____
City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.
NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Yolo County.
MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."
REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Yolo County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

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

WITNESS my hand and official seal.

____
NOTARY PUBLIC

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______________________________________, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that ______________________________________, who signed the said bond on behalf of the Principal, was then ______________________________ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated:______________________ By:___________________________________

Signature

____

Print Name

Recording Requested by
and when recorded return to:

City of Woodland
Attn: Finance Director
300 First Street
Woodland, CA 95695

AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS: PORTIONS OF PARKSIDE PHASE 3 WITH CALATLANTIC GROUP, INC., A DELAWARE CORPORATION

1. Parties and Date

This Agreement is entered into as of the ____ day of ______________, 2021 ("Effective Date") by and between Calatlantic Group, Inc., a Delaware Corporation with its principal office located at 1025 Creekside Ridge, Suite #240, Roseville, CA 95678, ("Developer"), and the City of Woodland, a California municipal corporation ("City").

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City ("Improvements"), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area ("Reimbursement Agreement"), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit "A," attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is Nine Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 78/100ths Dollars ($932,455.78) ("Purchase Price"), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A,", Based on Engineer's Estimates as set forth in Exhibit

B attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ('Prevailing Wage Laws'), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than $1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

3.3 **Documentation of Costs**. Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 Grant of Easements. Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 Title. Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City: City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer: Calatlantic Group, Inc.
1025 Creekside Ridge, Suite 240
Roseville, CA 95678
Attn: Larry Gualco

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

By: ______________________
Ken Hiatt, City Manager

ATTEST:

____
Ana Gonzalez, City Clerk

Calatlantic Group, Inc.

By: Larry Gualco
Signature

Larry Gualco
Print Name

SVP
Title

By: Earl Keith
Signature

Earl Keith
Print Name

Vice President
Title

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

ACKNOWLEDGMENT

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

On Sept. 8, 2021, before me, Monique Reynolds, the undersigned notary public, personally appeared Larry Gualco, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

Monique Reynolds
NOTARY PUBLIC

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

ACKNOWLEDGMENT

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

On Sept 8, 2021, before me, Monique Reynolds the undersigned notary public, personally appeared Earl Keith, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Monique Reynolds
NOTARY PUBLIC

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2337907
My Comm. Expires Nov 24, 2024

EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED

	SCHEDULE					
Item No.	**CONSTRUCTION ITEM DESCRIPTION**	**UNITS**	**QTY**	**TOTAL ESTIMATED COST**	**FUND SOURCE**	**NOTES**
1	Drainage Channel Modifications	1		$751,980.47	SLIF CREDITS	Replace drainage ditch with piped system south of Woodland Christian School
	Sub-Total			$751,980.47	SLIF CREDITS	
	Soft Costs (estimated at 24%)			$180,475.31	SLIF CREDITS	Soft Costs include Engineering Design, Survey, Plan Check & Inspection, Construction Management, and Bidding expenses.
	TOTAL			**$932,455.78**		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE SLIF CONSTRUCTION COSTS

Morton & Pitalo, Inc.
Planning - Engineering - Surveying
600 Coolidge Dr., Suite 140
Folsom, CA 95630
Telephone (916) 984-7687
Fax (916) 984-9617

Job Number: 18-0055-00
Date: 9/2/2021
Prepared By: TRA
Reviewed By: SMP

OPINION OF PROBABLE CONSTRUCTION COSTS
PARKSIDE 3 - OFFSITE IMPROVEMENTS

Item No.	Description	Unit	Unit Price	Quantity	Cost	SLIF	NON-SLIF DEVELOPER COST
Speed Hump Improvements							
1	ASPHALT CONCRETE	SF	$ 15.00	1,980	$ 29,700.00		$ 29,700.00
2	STRIPING	EA	$ 1,500.00	5	$ 7,500.00		$ 7,500.00
				SUBTOTAL	**$ 37,200.00**		**$ 37,200.00**
Matmor Road Striping & Traffic Calming Circle							
3	GRIND AND REMOVE EXISITING STRIPING/LEGENDS	LS	$ 500.00	1	$ 500.00		$ 500.00
4	GREEN BIKE LANE PAINT	SF	$ 15.00	3,275	$ 49,125.00		$ 49,125.00
5	STRIPING/MARKERS	LF	$ 2.75	427	$ 1,174.25		$ 1,174.25
6	BIKE LANE LEGEND/ARROW	EA	$ 175.00	11	$ 1,925.00		$ 1,925.00
7	SIGNAGE	LS	$ 9,500.00	1	$ 9,500.00		$ 9,500.00
8	MEDIAN CURB	LF	$ 100.00	63	$ 6,300.00		$ 6,300.00
9	GROUTED COBBLE (TRAFFIC CIRCLE)	SF	$ 50.00	284	$ 14,200.00		$ 14,200.00
				SUBTOTAL	**$ 82,724.25**		**$ 82,724.25**
Drainage Channel Modifications							
10	CLEARING, GRUBBING & SITE PREP	AC	$ 17,500.00	1	$ 17,500.00	$ 17,500.00	
11	PROTECT IN-PLACE (E) ANOSE TEST STATION	LS	$ 2,500.00	1	$ 2,500.00	$ 2,500.00	
12	EARTHWORK: IMPORT	CY	$ 22.50	5,500	$ 123,750.00	$ 123,750.00	
13	FINISH GRADING	AC	$ 22,500.00	1	$ 22,500.00	$ 22,500.00	
14	FINISH GRADING (ROE @ WCS)	AC	$ 13,086.00	0.645	$ 8,440.47	$ 8,440.47	
15	REMOVE EXISTING CHAIN LINK FENCE (ROE @ WCS)	LF	$ 8.00	380	$ 3,040.00	$ 3,040.00	
16	TEMP 6' CONSTRUCTION FENCE W/ GATE (ROE @ WCS)	LF	$ 12.00	450	$ 5,400.00	$ 5,400.00	
17	TEMP HIGH VISIBILITY ORANGE CONSTRUCTION FENCE	LF	$ 5.00	690	$ 3,450.00	$ 3,450.00	
18	TRAFFIC CONTROL (ROE @ WCS)	LS	$ 15,000.00	1	$ 15,000.00	$ 15,000.00	
19	REMOVE FLARED END SECTION 36" SD PIPE	EA	$ 1,000.00	1	$ 1,000.00	$ 1,000.00	
20	REMOVE FLARED END SECTION 48" SD PIPE	EA	$ 1,200.00	1	$ 1,200.00	$ 1,200.00	
21	REMOVE 36" SD PIPE	LF	$ 250.00	5	$ 1,250.00	$ 1,250.00	
22	REMOVE EXISITNG HEADWALL	EA	$ 5,000.00	1	$ 5,000.00	$ 5,000.00	
23	8" AB SURFACE	CY	$ 120.00	653	$ 78,360.00	$ 78,360.00	
24	4" AB SURFACE (ROE @ WCS)	CY	$ 120.00	200	$ 24,000.00	$ 24,000.00	
25	20" AB SDMH ACCESS ROAD	CY	$ 120.00	175	$ 21,000.00	$ 21,000.00	
26	TYPE II SDMH PER CITY STD DTL 0430	EA	$ 15,000.00	4	$ 60,000.00	$ 60,000.00	
27	EXTEND (E) 8" SD FORCE MAIN AND CONNECT TO SDMH	EA	$ 15,000.00	2	$ 30,000.00	$ 30,000.00	
28	CONNECT TO EXISTING SYSTEM	EA	$ 2,500.00	3	$ 7,500.00	$ 7,500.00	
29	36" RCP PIPE	LF	$ 495.00	14	$ 6,930.00	$ 6,930.00	
30	60" RCP PIPE	LF	$ 595.00	528	$ 314,160.00	$ 314,160.00	
				SUBTOTAL	**$ 751,980.47**	**$ 751,980.47**	

	Cost	SLIF	NON-SLIF DEVELOPER COST
Speed Hump Improvements:	**$ 37,200.00**		**$ 37,200.00**
Striping & Traffic Calming Circle:	**$ 82,724.25**		**$ 82,724.25**
Drainage Channel Modifications:	**$ 751,980.47**	**$ 751,980.47**	
Total SLIF Improvements:		**$ 751,980.47**	
Soft Costs (@ 24%):		**$ 180,475.31**	
Total SLIF Improvements:		**$ 932,455.78**	

NOTES:

1. Morton & Pitalo, Incorporated, has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable project cost or construction cost provided for herein represent our best judgment as design professionals familiar with the construction industry, but Morton & Pitalo, Incorporated, cannot, and does not, guarantee that proposals, bids, or construction cost will not vary from opinions of probable cost prepared by the firm.
2. Quantities shown are based on Parkside Off-Site Improvement Plans through Revision 1.
3. Unit prices based on recent construction costs of similar projects.
4. The 24% soft cost estimate includes Engineering, Design, Surveying, Plan Check & Inspection, Construction Management, and Bidding expenses. Developer will be reimbursed at actual costs upon verification of documentation by the City after project acceptance.

REGISTERED PROFESSIONAL ENGINEER
SCOTT PEDERSEN
C71895
12/31/2021
CIVIL
STATE OF CALIFORNIA

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF SUBDIVISION MAP NO. 5155 PARKSIDE AT SPRING LAKE, PHASE 3, FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

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

WE HEREBY RESERVE EASEMENTS FOR RECIPROCAL PRIVATE ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE, ON OVER, AND ACROSS LOTS A AND B. THESE EASEMENTS SHALL BIND AND INSURE TO THE BENEFIT OF THE HEIRS, ADMINISTRATORS, EXECUTORS AND SUCCESSORS OF THE GRANTORS AND ARE FOR THE BENEFIT OF EACH OF THE LOTS SHOWN HEREON.

WE HEREBY RESERVE EASEMENTS FOR PRIVATE RECIPROCAL PEDESTRIAN INGRESS AND EGRESS ON, OVER, AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). THESE EASEMENTS SHALL BIND AND INSURE TO THE BENEFIT OF THE HEIRS, ADMINISTRATORS, EXECUTORS AND SUCCESSORS OF THE GRANTORS AND ARE FOR THE BENEFIT OF EACH OF THE LOTS SHOWN HEREON.

WE HEREBY RESERVE EASEMENTS FOR PRIVATE DRAINAGE PURPOSES ON, OVER, AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "DRAINAGE EASEMENT" (D.E.) THESE EASEMENTS SHALL BIND AND INSURE TO THE BENEFIT OF THE HEIRS, ADMINISTRATORS, EXECUTORS AND SUCCESSORS OF THE GRANTORS AND ARE FOR THE BENEFIT OF EACH OF THE LOTS SHOWN HEREON.

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

CALATLANTIC GROUP, INC., A DELAWARE CORPORATION,
SUCCESSOR BY MERGER TO STANDARD PACIFIC CORP., INC., A DELAWARE CORPORATION

BY: ____________________________
LARRY GUALCO

TITLE: SR. VICE PRESIDENT

BY: ____________________________
EARL KEITH

TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF YOLO

ON ________________, BEFORE ME, ______________________________, A NOTARY PUBLIC

PERSONALLY APPEARED ____
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

____
NOTARY PUBLIC, STATE OF ______________________

PRINT NAME ______________________________________

MY PRINCIPAL PLACE OF BUSINESS IS ____________________ COUNTY

MY COMMISSION NO. ________________________________

MY COMMISSION EXPIRES ________________________________

DEDICATION STATEMENT

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

CALATLANTC GROUP, INC, A DELAWARE CORPORATION
1025 CREEKSIDE RIDGE DRIVE, SUITE 240
ROSEVILLE, CA 95678

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

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

DATE: ____________________________

BY: ____________________________
BRENT MEYER, ACTING COMMUNITY DEVELOPMENT DIRECTOR, CITY OF WOODLAND

COUNTY TAX COLLECTOR'S STATEMENT

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED HIS NAME TO BE SUBSCRIBED ON THIS ________ DAY OF ______________________, 20___.

____
COUNTY TAX COLLECTOR

COUNTY RECORDER'S STATEMENT

FILLED THIS _____ DAY OF _________________, 20___ AT _______, IN BOOK ______ OF MAPS, AT PAGE ______, AT THE REQUEST OF MORTON & PITALO, INC.

____
COUNTY RECORDER - COUNTY OF YOLO

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA INC. A CALIFORNIA CORPORATION ON SEPTEMBER 3, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ________________________, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: ____________________________

BY: ____________________________

MICHAEL J. CHIARA
P.L.S. 9058
EXP. DATE: 9-30-2021

CITY CONSULTANT'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5155 PARKSIDE AT SPRING LAKE, PHASE 3", AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATED: ____________________________

BY: ____________________________

NAME: JON CRAWFORD

P.E. NO. C32935

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5155 PARKSIDE AT SPRING LAKE, PHASE 3" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WOODLAND AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DATE: ____________________________

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

CITY CLERK'S STATEMENT

I HEREBY STATE THAT AT ITS REGULAR SCHEDULED MEETING OF ________________________, THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF SUBDIVISION NO. 5155 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LAND, RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION AND CONSENTED TO THE ABANDONMENT LISTED IN NOTE 8 ON SHEET 2, PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE.

DATED ____________________________

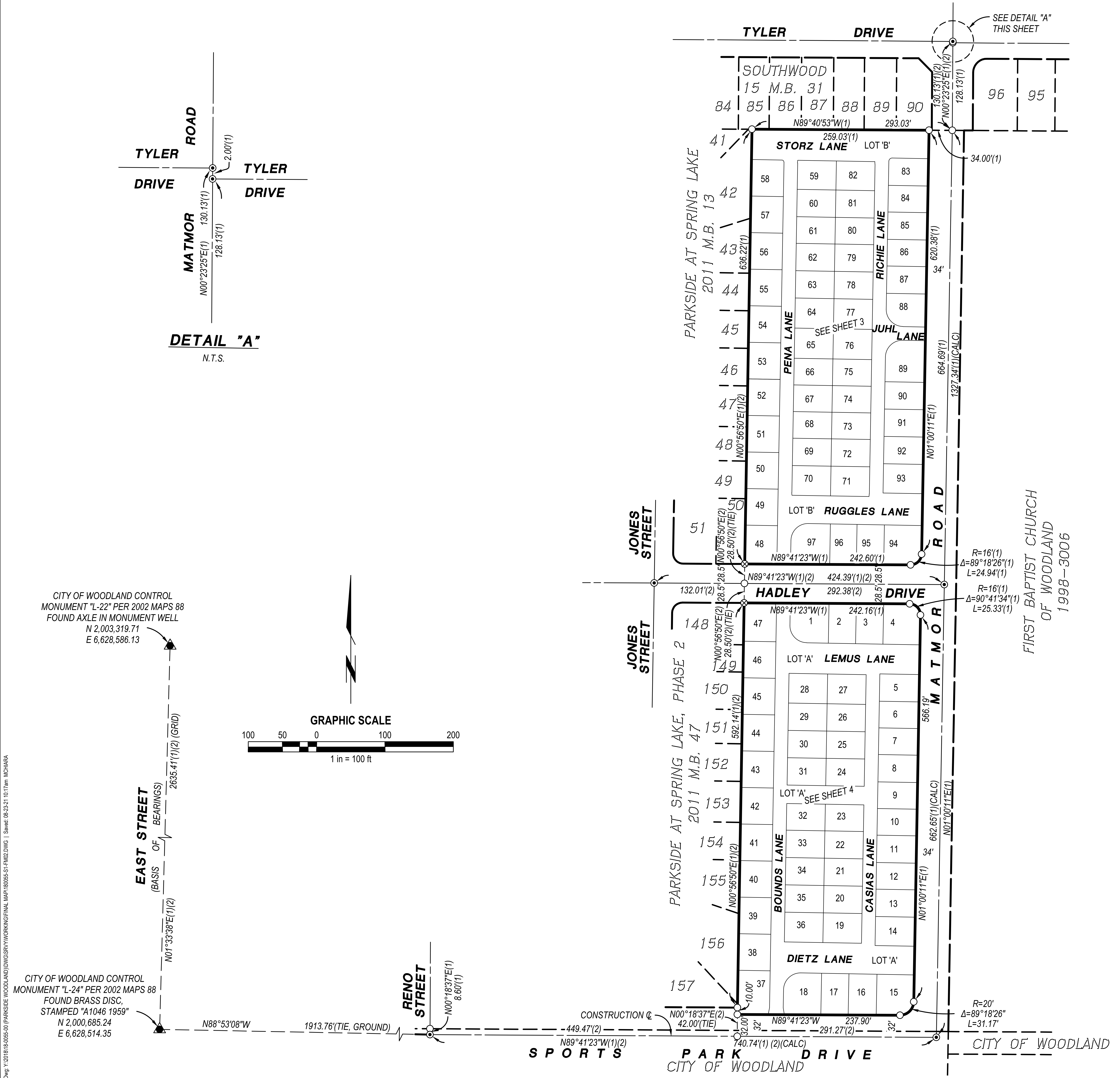
____
CITY CLERK, CITY OF WOODLAND

FINAL MAP OF
SUBDIVISION NO. 5155
PARKSIDE AT SPRING LAKE, PHASE 3

LOTS 163 & 164 OF SUBD. NO. 4675
PARKSIDE AT SPRING LAKE, 2011 MAPS 13-21
BEING A PORTION OF THE NW 1/4 OF SECTION 4,
T.9N., R.2E., M.D.M.

CITY OF WOODLAND, COUNTY OF YOLO, CALIFORNIA
SEPTEMBER 2021
MORTON & PITALO, INC.

SHEET 1 OF 4 SHEETS



NOTES

1. TOTAL AREA OF THIS SUBDIVISION IS 7.341 GROSS ACRES, CONSISTING OF 97 RESIDENTIAL LOTS AND 2 COMMON AREA LOTS.

2. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

3. LOT CORNERS FRONTING MATMOR ROAD, HADLEY DRIVE AND THE ALLEYS SHOWN HEREON SHALL BE WITNESSED BY A NAIL WITH BRASS DISC STAMPED "L.S. 7350" SET 1.0 FOOT FROM THE PROJECTED LOT LINE, EXCEPT AS SHOWN OTHERWISE HEREON.

4. DISTANCES SHOWN HEREON ARE GROUND AND SHOWN IN FEET AND DECIMALS THEREOF.

5. PRIVATE EASEMENTS SHOWN HEREON SHALL BE GRANTED / RESERVED, AS MAY BE APPROPRIATE, AT THE TIME OF CONVEYANCE OF THE LOTS SHOWN HEREON.

6. COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THIS PROPERTY HAVE BEEN RECORDED AS DOCUMENT NO. _______________, YOLO COUNTY OFFICIAL RECORDS.

7. LOTS A AND B, SHOWN HEREON, ARE COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND CONTAIN PUBLIC UTILITY EASEMENTS TOGETHER WITH PRIVATE ACCESS, DRAINAGE, UTILITY AND MAINTENANCE EASEMENTS, AS DESCRIBED IN THE OWNER'S STATEMENT HEREON.

8. PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS FINAL MAP CONSTITUTES THE ABANDONMENT OF PORTIONS OF SPORTS PARK DRIVE NOT SHOWN ON THIS FINAL MAP, AS DEDICATED ON THAT CERTAIN FINAL MAP ENTITLED, "PARKSIDE AT SPRING LAKE" FILED IN BOOK 2011 OF MAPS, PAGE 13, YOLO COUNTY RECORDS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE BETWEEN MONUMENTS L-22 AND L-24 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY OF THE CITY OF WOODLAND GEODETIC SURVEY FILED IN BOOK 2002 OF MAPS AT PAGE 88, THE BEARING OF WHICH IS N01°33'38"E.

LEGEND

○ .... DIMENSION POINT - NOTHING FOUND OR SET
⊙ .... FOUND MONUMENT IN MONUMENT WELL PER (1)(2)
⊗ .... FOUND CHISELED SLASH AT BACK OF SIDEWALK ON PROJECTED LOT LINE PER 2011 B.M. 13
▲ .... FOUND CITY OF WOODLAND GEODETIC CONTROL POINT PER 2002 MAPS 88 AS NOTED
.... SET 1" IRON PIPE WITH PLASTIC PLUG STAMPED "L.S. 9058"
.... SET NAIL WITH BRASS DISC STAMPED "L.S. 9058"
(1)...............RECORD PER 2011 MAPS 13
(2)...............RECORD PER 2011 MAPS 47
CALC..........CALCULATED
N.T.S..........NOT TO SCALE
D.E.............DRAINAGE EASEMENT (PRIVATE)
P.E.............PEDESTRIAN EASEMENT (PRIVATE)
P.U.E..........PUBLIC UTILITY EASEMENT
R/W............RIGHT OF WAY

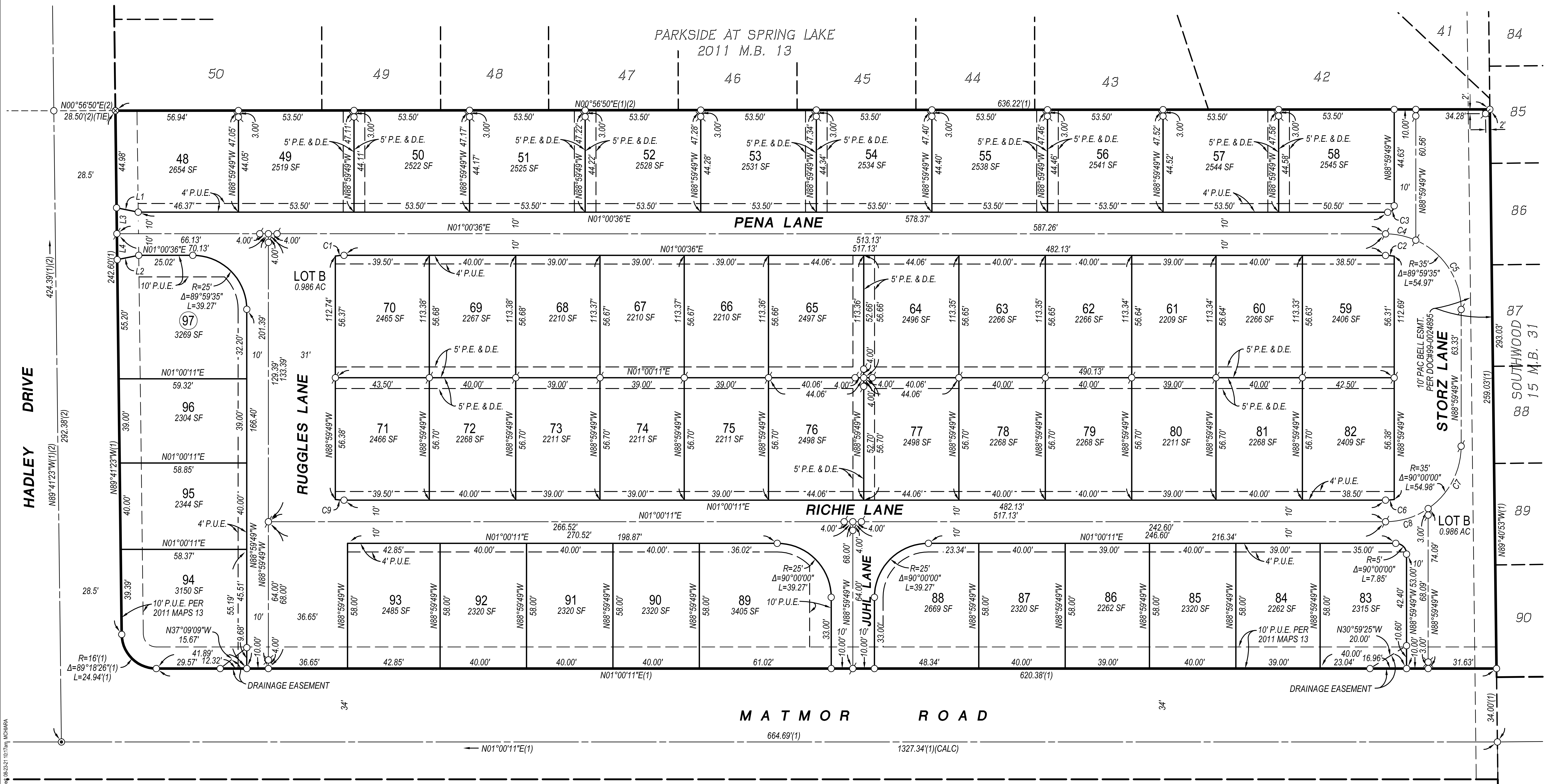
FINAL MAP OF
SUBDIVISION NO. 5155

PARKSIDE AT SPRING LAKE, PHASE 3

LOTS 163 & 164 OF SUBD. NO. 4675
PARKSIDE AT SPRING LAKE, 2011 MAPS 13-21
BEING A PORTION OF THE NW 1/4 OF SECTION 4,
T.9N., R.2E., M.D.M.

CITY OF WOODLAND, COUNTY OF YOLO, CALIFORNIA
SEPTEMBER 2021 SCALE: 1"=100'
MORTON & PITALO, INC.

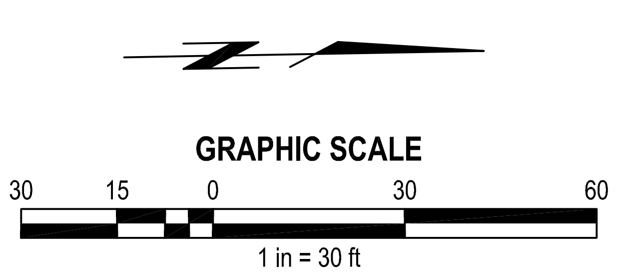
SHEET 2 OF 4 SHEETS



COURSE TABLE

C1......R=25' Δ=9°12'50" L=4.02'	L1......N12°20'55"E 10.22'
C2......R=25' Δ=9°11'55" L=4.01'	L2......N10°24'55"W 10.18'
C3......R=3' Δ=90°00'25" L=4.71'	L3......N89°41'23"W 12.01'
C4......R=35' Δ=23°33'17" L=14.39'	L4......N89°41'23"W 12.02'
C5......R=35' Δ=66°26'18" L=40.58'	
C6......R=25' Δ=9°12'21" L=4.02'	
C7......R=35' Δ=55°40'59" L=34.01'	
C8......R=35' Δ=34°19'01" L=20.96'	
C9......R=25' Δ=9°12'25" L=4.02'	

FIRST BAPTIST CHURCH
OF WOODLAND
1998-3006



NOTE

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

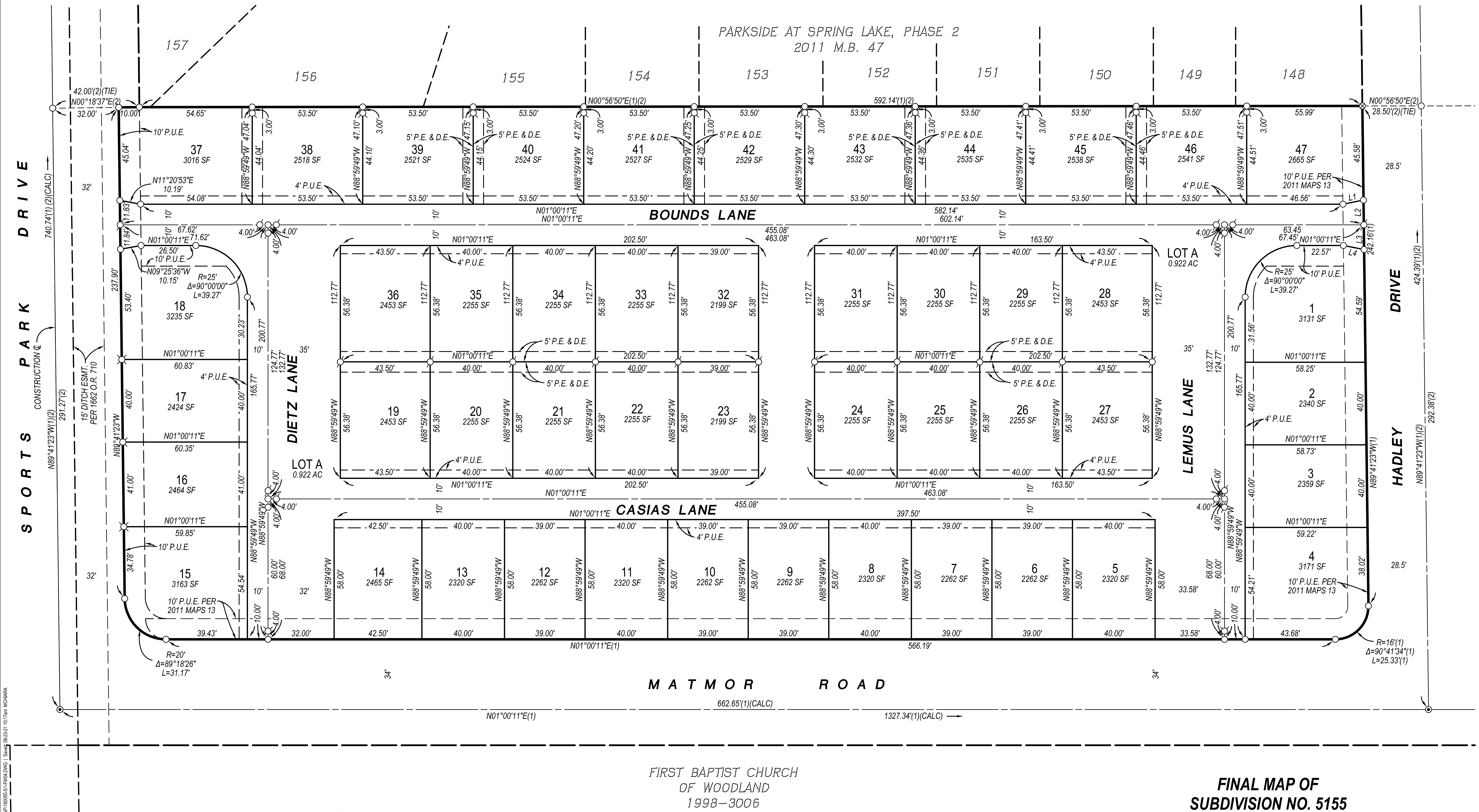
FINAL MAP OF
SUBDIVISION NO. 5155

PARKSIDE AT SPRING LAKE, PHASE 3

LOTS 163 & 164 OF SUBD. NO. 4675
PARKSIDE AT SPRING LAKE, 2011 MAPS 13-21
BEING A PORTION OF THE NW 1/4 OF SECTION 4,
T.9N., R.2E., M.D.M.

CITY OF WOODLAND, COUNTY OF YOLO, CALIFORNIA
SEPTEMBER 2021 SCALE: 1"=30'
MORTON & PITALO, INC.

SHEET 3 OF 4 SHEETS



COURSE TABLE

L1......N10°16'53"W 10.17'
L2......N89°41'23"W(1) 11.99'
L3......N89°41'23"W(1) 11.98'
L4......N12°10'18"E 10.22'

NOTE

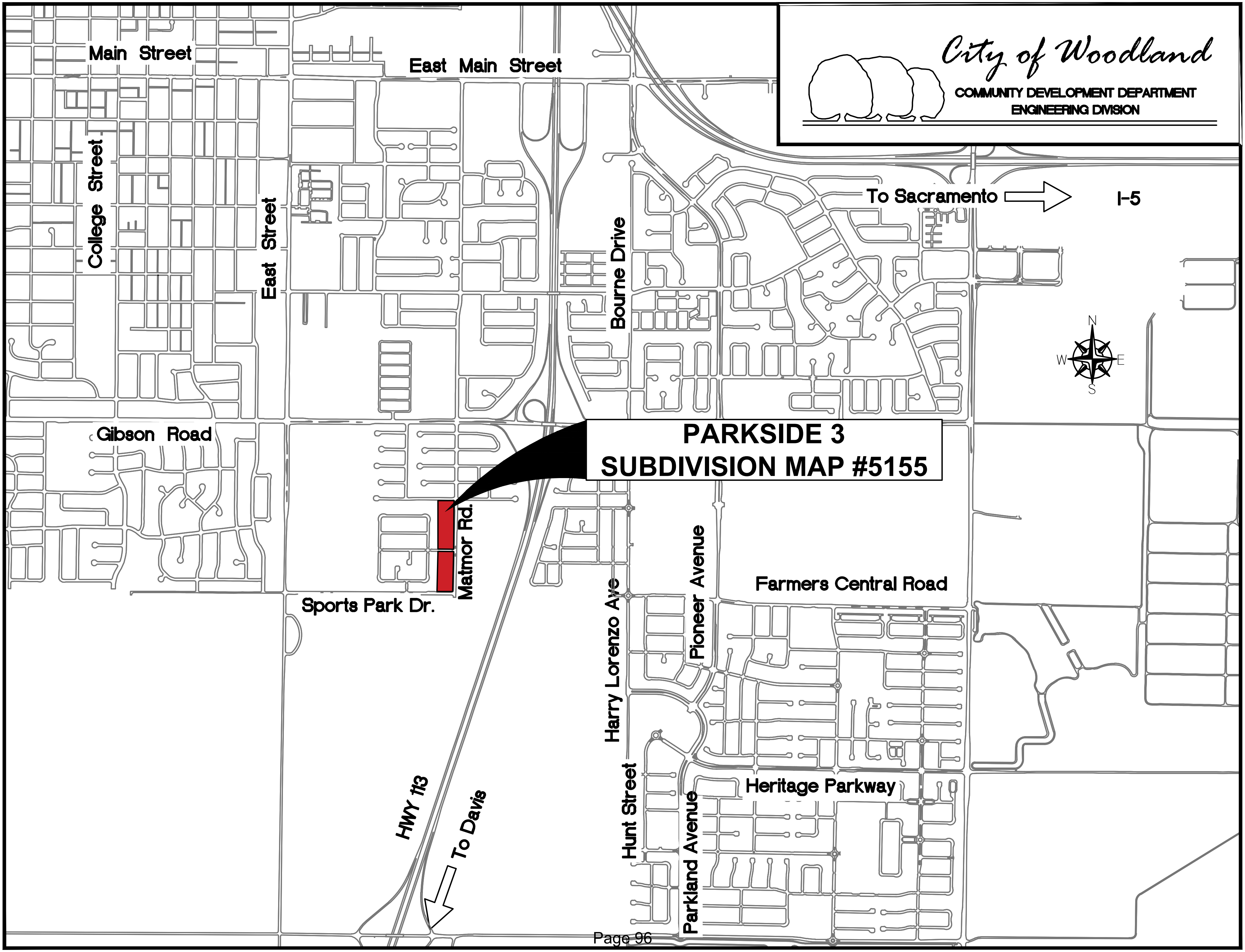
SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

FINAL MAP OF
SUBDIVISION NO. 5155

PARKSIDE AT SPRING LAKE, PHASE 3

LOTS 163 & 164 OF SUBD. NO. 4675
PARKSIDE AT SPRING LAKE, 2011 MAPS 13-21
BEING A PORTION OF THE NW 1/4 OF SECTION 4,
T.9N., R.2E., M.D.M.

CITY OF WOODLAND, COUNTY OF YOLO, CALIFORNIA
SEPTEMBER 2021 SCALE: 1"=30'
MORTON & PITALO, INC.
SHEET 4 OF 4 SHEETS


City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
PARKSIDE 3
SUBDIVISION MAP #5155
Main Street
East Main Street
College Street
East Street
Bourne Drive
To Sacramento
I-5
N
W
E
S
Gibson Road
Matmor Rd.
Sports Park Dr.
Farmers Central Road
Harry Lorenzo Ave
Pioneer Avenue
Heritage Parkway
Hunt Street
Parkland Avenue
HWY 113
To Davis

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: H.9
SUBJECT: Second 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 adopt Ordinance No. _____, 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 concerns that a requirement in the draft ordinance that containers be put out no earlier than 6:00 PM on the day prior to collection would create problems for elderly residents who use landscape services to help them put out their containers and return the ordinance for consideration at a later date. No action was taken. Staff addressed the stated concerns and returned the proposed ordinance for consideration on July 20, 2021. On a motion by Council Member Lansburgh, seconded by Council Member Garcia-Cadena and carried on a 4-1 vote, Council approved the proposed ordinance with the amendment that all language that requires containers be screened from public view be deleted and replaced with a requirement that containers be removed to private property so as not to obstruct sidewalks or parkways.

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 restrictions on how early street piles may be placed for collection. Specifically, Section 13.08.160 (C) (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. When residents do not comply with green waste requirements, staff will contact them 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 does not specify when residents may place containers prior to 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
The ordinance also requires that residents remove their containers to private property 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 adopt Ordinance No. _____, 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, Community Development Director/ City Engineer

Ken Hiatt
City Manager

Attachments:
1. Ordinance Related to Residential Container Location Requirements
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. 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. Containers must be removed from the street to private property as soon as possible, but no later than 24 hours after collection.

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. 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. Containers must be removed from the street to private property as soon as possible, but no later than 24 hours after collection.

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. 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. Containers must be removed from the street to private property as soon as possible, but no later than 24 hours after collection.

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.

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 is can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force 30 days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance. This Ordinance shall be posted or published as required by law.

PASSED AND ADOPTED by the City Council of the City of Woodland, California, at a regular meeting held on the _______ day of _____________, 2021, by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

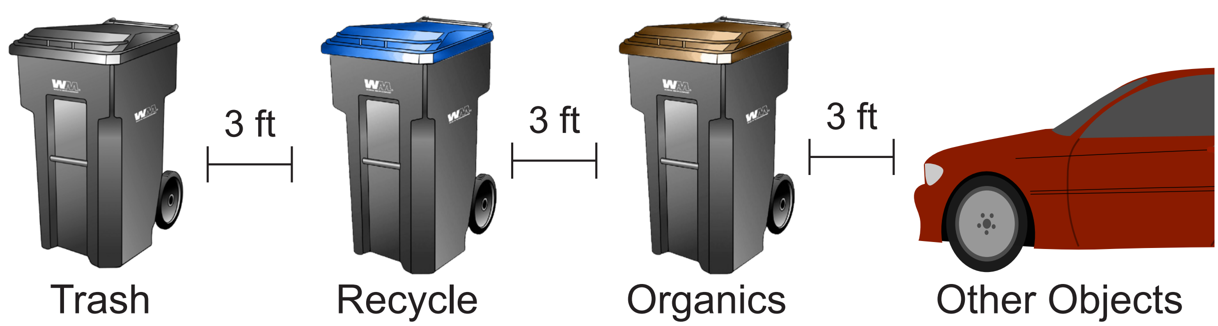
____
Tom Stallard, Mayor

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:

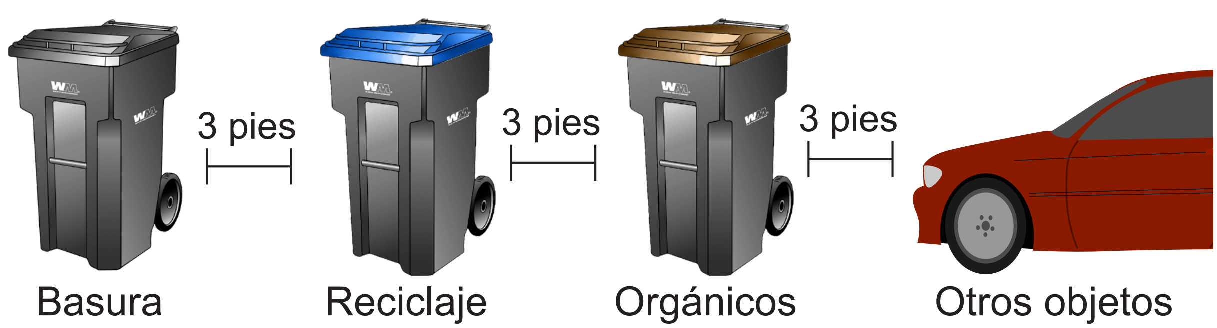
- Set out and remove carts within 24 hours of service.
- Ensure lids are closed to prevent material from spilling out.
- Carts should not exceed 250 lbs. in weight.
- Place carts in front of your property.
- Service carts weekly, even if they are not completely full.
- Only place acceptable materials 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 coleccion 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 objectos deben estar espaciados a 3 pies de distancia uno del otro.



CITY OF WOODLAND
ENVIRONMENTAL SERVICES

Ciudad de Woodland
Servicios medioambientales

EnviroWoodland.org
@EnviroWoodland

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: H.10
SUBJECT: SUBJECT: Fee Deferral Agreement - Staybridge Suites

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral with Sah Investment, LLC.

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

Fiscal Impact:
There is a short-term fiscal impact on the City as a result of the recommended action to defer $854,325.48 in Development Impact and Water Capacity Fees. The deferred fees will be amortized over a five (5) year period at 3.5 percent interest. The first payment will be due upon issuance of the certificate of occupancy or twelve (12) months from the date of building permit issuance, whichever is sooner. The applicant will then make four (4) successive annual payments that include principal and interest. The applicant will pay a total of $91,760.42 in interest on the deferred fees for a total of $946,085.90. The project will result in positive fiscal impacts to the city in the form of increased property, sales and transient occupancy tax. Additionally, the project will create new jobs and employment opportunities for local residents.

Background:
In August 2019, the City of Woodland approved a Zoning Administrator Permit for the 109 room, 4-story, 75,286 square foot extended stay Staybridge Suites hotel. The hotel, anticipated to break ground late Fall 2021, will be located on the south side of Main Street between the State Route 113 southbound on- and off-ramps in the Community Commercial zoning district. Significant infrastructure improvements are required prior to development of the project, including the construction of a new sewer line resulting in the removal of the existing septic field located immediately north of the hotel site. The project will be required to coordinate with the City's East Main Street Capital Improvement project which is currently under construction.

Discussion:
The current cost of construction has made it difficult for businesses to secure bank loans to cover construction costs. Payment of the City's development impact fees and water capacity fees at time of building permit issuance adds additional financial burden, challenging the project's financial feasibility. The applicant has worked closely with the City and their financial lender to develop the fee deferral agreement terms necessary for the project to move forward this year. The owner/developer, Mr. Ram Sah, owns and manages the successful Comfort Suites hotel located on Freeway Drive, completed in 2015, and the former California Market located immediately north of the Staybridge hotel site. Mr. Sah wishes to move forward with his second hotel in Woodland, bringing vitality to a longstanding vacant site at SR 113 and E. Main Street. The hotel project will also improve the viability of future uses at the adjacent California Market development, which maintains frontage on E. Main Street, but is within walking distance of the Staybridge Suites site. The Fee Deferral Agreement includes a Deed of Trust and Promissory Note that provides the City with payment security in the event of any issues with the future loan repayment.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral with Sah Investment, LLC.

Prepared By: Erika Bumgardner, Business Development Liaison

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

Ken Hiatt
City Manager

Attachments:
1. RESOLUTION Sah Investments Staybridge Fee Deferral
2. Fee Deferral Agreement Sah Investments Staybridge

RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A NON-RESIDENTIAL FEE DEFERRAL AGREEMENT WITH SAH INVESTMENT, LLC

WHEREAS, Section 15.20.060(a) of the City of Woodland Municipal Code allows deferral of certain development impact fees under certain conditions; and

WHEREAS, Sah Investments, LLC has received all needed entitlements and approvals and is ready to begin construction and pull required building permits; and

WHEREAS, Sah Investments owns an undeveloped 2.42 acre parcel (APN: 066-030-054) that it wishes to develop as a new extended stay hotel site; and

WHEREAS, the new hotel will bring vitality to an underutilized development site within the City of Woodland, providing additional visitor amenities as well as local jobs; and

WHEREAS, the new hotel will result in positive fiscal impacts to the city in the form of increased property, sales and transient occupancy tax; and

WHEREAS, the City has estimated the proposed development impact fees and water capacity fees to be $854,325.48; and

WHEREAS, the applicant has submitted all of the required documents in order to qualify for fee deferral; and

WHEREAS, under the terms of the Agreement, deferred fees will be amortized over a five (5) year period at 3.5 percent interest. The first payment will be due upon issuance of the certificate of occupancy or twelve (12) months from the date of building permit issuance, whichever is sooner; and

WHEREAS, Sah Investements, LLC, will then make four (4) successive annual payments that include principal and interest. The applicant will pay a total of $91,760.42 in interest on the deferred fees for a total of $946,085.90; and

WHEREAS, the fee deferral will be guaranteed by execution of a promissory note and deed of trust; and

WHEREAS, the action of fee deferral does not constitute a project as defined by California Environmental Quality Act Guidelines Section 15378; therefore, no further environmental review is required.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Woodland determines that the attached Fee Deferral Agreement is approved between the City and Sah Investments, LLC.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT the City Council authorizes the City Manager to execute a Fee Deferral Agreement document and take any other actions necessary to effectuate the fee deferral agreement.

PASSED AND ADOPTED by the City Council this 21st day of September, 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

82093.00006\32153527.2

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 6103

DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

between

THE CITY OF WOODLAND
a California municipal corporation

and

SAH INVESTMENT, LLC
a Limited Liability Company

Dated as of __________________, 2021

82093.00006\31929645.1

DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

This Development Impact Fee Deferral Agreement (**"Agreement"**) is entered into on this ______ day of ____________, 2021, by and between the City of Woodland, a California municipal corporation (**"City"**), and Sah Investment, a Limited Liability Company (**"Owner"**). City and Owner are sometimes individually referred to herein as "Party" and together as "Parties." This Agreement shall become effective (**"Effective Date"**) on the date following both approval by the City of Woodland City Council and execution of the Agreement by the appropriate authorities or officers of the City and Owner.

RECITALS

A. City imposes certain fees on development projects to offset the cost of providing services, which are commonly referred to as development impact fees, and are due at the time of building permit issuance.

B. The City has identified and designated certain projects throughout the City that are paid for with development impact fees and are referenced in the City's Major Projects Financing Plan, which is updated from time to time, and is explained in more detail in the Major Projects Financing Plan Nexus Study.

C. Owner owns certain real property in the City of Woodland, California, with an address of 1484 E. Main Street, and further identified as Yolo County Assessor's Parcel Number 066-030-054 (**"Property"**). The Property is legally described in **Exhibit "A"** attached hereto and incorporated herein by reference. The Property is currently planned to be developed to be an approximate 58,520 sq. ft, 109 room hotel (**"Project"**). At least 51% of the occupiable square footage of the Project will be used for non-residential purposes.]

D. Owner has received all approvals for the Project, including site plan and design review, but has not yet received a building permit. Owner is obligated to pay to City certain development impact fees ("**DIF**") prior to obtaining a building permit for the Project.

E. Owner is also obligated to pay a water capacity fee ("**WCF**") upon application based on the size of water meter(s) needed for the Project.

F. Owner has requested that the total DIF and WCF amount of **EIGHT HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED TWENTY-FIVE AND FORTY-EIGHT CENTS ($854,325.48)** (**"Loan Amount"**) due for Project be deferred for a total of five (5) years from the date of permit issuance or the date of certificate of or occupancy, whichever occurs first.

F. The Loan Amount will be paid in annual installments of **ONE HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND EIGHTEEN CENTS ($189,217.18**) over a five (5) year period with balance of Loan Amount due in the fifth installment, at three and a half percent (3.5%) interest, which City has determined based on its own independent investigation and review to constitute a market rate interest rate. Specific payment amounts are shown in **Exhibit "C"** attached. To secure payment of the outstanding DIF and WCF owed to City, as further described in this Agreement, Owner agrees to provide the security as required herein.

G. On December 16, 2008, the City Council adopted Ordinance No. 1501 ("Fee Deferral Ordinance") to allow for the deferral of certain development impact fees for market-rate residential and non-residential projects. Since 2008, the City Council has adopted ordinances extending the Fee Deferral Ordinance, including on June 20, 2017, when the City Council adopted Ordinance No. 1617 amending Section 6B-110 (recodified as Section 15.20.110) of the City of Woodland Municipal Code to extend the Fee Deferral Program through June 30, 2022, and on November 20, 2018, when the City Council adopted Ordinance No. 1640 amending the Woodland Municipal Code to expand the types of impact fees that may be eligible for deferral and to allow both in-fill residential and non-residential development to benefit from a fee deferral program.

H. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Owner to defer payment of the DIF and WCF.

I. The Parties understand and agree that the obligations created under this Agreement will run with the land and be binding upon all successors and assigns to the Property, or any part thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.

2. Eligibility for Fee Deferral. Owner agrees that it has satisfied all of the conditions for eligibility for entering into this Agreement, as set forth in Section 15.20.060(a) of the City of Woodland Municipal Code, and Owner understands and agrees that City is relying on Owner's representations in entering into this Agreement. Should Owner and/or the Property or Project be deemed at any time subsequent to the execution of this Agreement to be ineligible for a deferral of development impact fees pursuant to the Fee Deferral Ordinance, regardless of whether Owner intentionally or unintentionally misrepresented to the City that Owner was eligible for a deferral of fees, City may terminate this Agreement and require all subject fees to be immediately paid in full.

3. Total Fee Obligation. As a condition of building permit issuance for the Project, Owner is required to pay the estimated totality of DIF and WCF (as shown in detail in **Exhibit "B,"** attached hereto and incorporated herein), in a single lump sum payment, in the amount of EIGHT HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND FORTY-EIGHT CENTS ($854,325.48) (**"Loan Amount"**). The Parties have agreed to defer the fees initially for twelve (12) months from the date of permit issuance or the date of certificate of occupancy, whichever occurs first. The Loan Amount will then be paid in annual installments, over a period of five years, provided that an interest rate of three and one half percent (3.5%) shall be charged on the entire balance of the Original Loan Amount. The total obligation shall be NINE HUNDRED FOURTY SIX THOUSAND EIGHTY-FIVE DOLLARS AND NINETY CENTS) ($946,085.90).

4. Yearly Payments. Owner agrees to pay the total Loan Amount over five (5) years with the first installment of ONE HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND EIGHTEEN CENTS ($189,217.18) due twelve (12) months from building permit issuance or with Certificate of Occupancy, whichever comes first. The amortization schedule is attached hereto and incorporated herein as Exhibit C, ("Yearly Installments"). Subsequent Yearly Installments shall be remitted to City on the anniversary date of payment of the first installment. A late fee of up to ten percent (10%) may be charged on any Yearly Installment not received by the due date.

5. No Pre-Payment Penalty. Owner may make an early payment to City without a pre-payment penalty as an alternative to making annual payments. The payment must be in a lump sum amount equal to the then remaining balance, including any accrued interest up to the date of payment, under this Agreement.

6. Personal Obligation; Obligation Runs with the Land. The Parties acknowledge and agree that payment of the DIF Obligation benefits the Property, and the obligation to pay the DIF Obligation in full shall run with the land and be binding on the Property and all successors and assigns thereto. Owner hereby further acknowledges and agrees that the obligation to pay the DIF Obligation shall continue and remain an obligation of Owner as well as (jointly and severally) any successors in interest of Owner, including, without limitation, any successor in interest to the Property or any portion of the Property.

7. Security. From and after the Effective Date, this Agreement shall contractually bind Owner to pay the DIF Obligation and shall constitute a lien against the Property in the amount of the DIF Obligation. City and Owner shall additionally execute that certain Promissory Note Secured by Deed of Trust ("Promissory Note"), and Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust"), which together are set forth in **Exhibit D**, attached hereto and incorporated herein by this reference. The amounts due under this Agreement and the Promissory Note shall be secured by the Deed of Trust, which shall be recorded in the Official Records of the County of Yolo, California concurrently with the recordation of this Agreement. Upon payment of the DIF Obligation to City, City shall execute and record in the Official Records of the County of Yolo, California a release of the Deed of Trust and any lien(s) from the Property in a form approved by the City Attorney. At Owner's request, City will deliver a copy of the executed release form to Owner. The invalidity or unenforceability of any lien or security instrument provided for under this Agreement shall not affect the contractual obligation of Owner to pay any and all fees for the Property, nor shall the sale, lease, or any encumbrance of the Property release Owner of this contractual obligation.

8. City's Remedies For Owner's Default. Failure of Owner to pay the DIF Obligation pursuant to this Agreement shall be deemed an event of default hereunder, and City shall have the right, in addition to any other right or remedy in this Agreement, and in its sole discretion, to: (a) demand immediate payment in full by Owner or successors in interest of Owner of all outstanding amounts owed; (b) charge a late fee on all late and outstanding payments; (c) treat and collect all outstanding amounts as a lien against the Property; or (d) enforce any combination of the foregoing rights, in addition to any other right City may have in law or in equity.

9. Rights Not Granted Under Agreement. This Agreement is not, and shall not be construed to be, an approval or a granting of any right or entitlement (vested or otherwise) by City concerning any development on the Property, or any other project, development, or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner from paying any fees for any entitlements, permits, licenses, or other approvals that may be required by the City or other public entity with jurisdiction over the Property at the time required by the City or other public entity with jurisdiction over the Property, or any other project development or other construction by Owner. This Agreement does not, and shall not be construed to, exempt Owner from any requirement to obtain permits or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance, or operation of the development on the Property or any other project, development, or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner or the Property from the application or exercise of the City's or any of its related agencies' power of eminent domain or is police powers, including, but not limited to, the regulation of land uses, and the taking of any actions necessary to protect the health, safety, and welfare.

10. Indemnification. Owner shall defend (with counsel of City's choice), indemnify and hold City, its officials, officers, employees, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages, or injuries to property or persons, including wrongful death, in any manner caused by any acts, omissions, or willful misconduct of Owner, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with this Agreement or the Fee Deferral Ordinance ("Claims"), including without limitation, the payment of all consequential damages, attorneys' fees, and other related costs and expenses. The indemnity provided herein shall include coverage of City under any warranty or guarantee implied by law or fact, or otherwise given to Owner. This indemnification provision shall not apply to any Claims arising out of or incident to the sole negligence or willful misconduct of City, its officials, officers, employees, or agents. In addition, this indemnity provision and any warranties or guarantees shall not limit any liability under law of any consultants or contractors of Owner. Without limiting the foregoing, this indemnity shall extend to any claims arising because Owner has failed to properly secure any necessary easements, land rights, contracts or approvals, or to comply with the Prevailing Wage Laws.

11. Notice to Subsequent Owners. The original of this Agreement will be recorded in the Official Records of the County of Yolo, California, and will provide notice to subsequent owners/occupants of the Property that the Property is subject to this Agreement and the conditions and obligations herein. Recordation of this Agreement shall provide constructive notice to all buyers and lessees of the existence of this Agreement and the obligations hereunder to pay the DIF obligation when and as due.

12. Cumulative Remedies. The rights or remedies of City, as provided in this Agreement, or pursuant to any applicable laws, rules, or regulations, may be pursued singly successively, together, or otherwise against the Property, Owner, or its transferees, successor(s), or assign(s) at the City's sole discretion. City's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or of the right to exercise them at a later time.

13. No Waiver. City or Owner's failure to insist on performance of any of the terms or conditions of this Agreement or to excuse any right, remedy, or privilege of City's or Owner's waiver of any breach hereunder shall not thereafter be deemed a subsequent waiver of any of the terms, conditions, or rights, remedies, or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.

14. Cooperation. The Parties agree to cooperate with each other in good faith and in furtherance of the purposes of this Agreement. The Parties hereby agree to take such other reasonable actions and execute such other documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require City to take any legislative act or exercise its discretion in any particular manner.

15. Entire Agreement. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are inconsistent with this Agreement.

16. Assignment. This Agreement is not assignable by Owner without the prior written consent of City, and any attempt to make such assignment shall be void and shall constitute an incurable material default under this Agreement. Upon such unpermitted assignment, City shall be entitled, in addition to any other remedy provided in this Agreement, to immediately make demand upon the Note. Should a permitted assignment occur, the terms, conditions, and obligations created under this Agreement shall run with the Property in perpetuity from the Effective Date and shall be binding upon all successors and assigns to the Property.

17. Attorneys' Fees. If any action or proceeding is commenced between City and Owner to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's cost of suit and reasonable attorneys' fees. The attorneys' fees and costs shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

18. Prevailing Wages. Owner is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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, Owner agrees to fully comply with such Prevailing Wage Laws. Upon request, City shall provide Owner with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Owner shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon

request, and shall post copies at the Owner's principal place of business and at the project site. Owner shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Owner and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1), and debarment of contractors and subcontractors (Labor Code Section 1777.1). It shall be the sole responsibility of Owner to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Owner agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

19. Notices. All notices shall be in writing and shall be considered given: (i) when delivered in person to the receipt named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below. All notices shall be addressed as follows:

If to City:

City Manager
City of Woodland
300 First Street
Woodland, California 95695
Telephone: (530) 661-5800

With Copies to:

Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh
Telephone: (916) 325-4000

If to Owner:

Sah Investment, LLC
Ram Sah
1731 Research Park Drive, Suite 101
Davis, CA 95618

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

20. Governing Law. This Agreement and its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to conflict of laws principles.

21. Consent to Jurisdiction, Venue. Any action or proceeding brought with regard to this Agreement shall be instituted and maintained in the Superior Court for the County of Yolo, California. Owner hereby forgoes and waives any provision of law providing for a change of venue from such court on the grounds that City is or may be a party to any such action of proceeding.

22. Modification. This Agreement may be modified only by another written instrument duly authorized and executed by both City and Owner.

23. Severability. The provisions of this Agreement are specifically made severable. If any clause, provision, rights, and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right, and/or remedy were not contained herein.

24. Headings. Section headings contained in this Agreement are for convenience only and shall not impact the construction or interpretation of any provision.

25. Rules of Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either City or Owner. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.

26. No Third Party Beneficiaries. This Agreement and the performance of the City's and Owner's obligations hereunder are for the sole and exclusive benefit of the City and Owner. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the City or Owner hereunder as a result of the City's or Owner's performance or nonperformance of their respective obligations under this Agreement.

27. Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original and together shall constitute the entire agreement of the parties.

28. Authorization. Each person executing this Agreement represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY

CITY OF WOODLAND,
a California Municipal Corporation

By: ___________________________________
Ken Hiatt
City Manager

Dated: ______________________________

ATTEST:

By: ___________________________________
Ana B. Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: ___________________________________
City Attorney

OWNER

Sah Investment,
A Limited Liability Company

By: ___________________________________
Ram Sah

Dated: ______________________________

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Yolo, City of Woodland, described as follows:

Parcel One:

A portion of Lots 3, 4 and 5 as said lots are shown on the Map of "Clanton's Subdivision of the West one-half of the Northeast quarter of Section 33, Township 10 North, Range 2 East, M.D.B.& M.", a map of which was filed on May 13, 1882, in Book 32 of Deeds at Page 75, Records of Yolo County. Said portion is all that part thereof lying within the following described boundaries:

Beginning at the Southeast corner of Lot 5 as said lot is shown on the Map of "Reiff Subdivision of Lots 1 and 2 of the D. R. Clanton's Subdivision", according to the official plat filed February 18, 1947, in Book 4 of Maps, at Page 8, Records of Yolo County; thence from said point of beginning, North 89° 34'27" West, 110.40 feet; thence South 01° 22'53" East, 239.29 feet; thence along a tangent curve to the left with a radius of 145.00 feet, through an angle of 171° 49'55", a length of 434.86 feet; thence North 06° 47'12" East, 252.22 feet to a point distant 152.58 feet Westerly, measured at right angles, from the "A3" line at Engineer's Station "A3" 651 + 63.61 of the Department of Public Works Survey on Road 03-Yol-113, Post Mile 6.3/10.5; thence North 89° 34'27" West, 214.12 feet to the point of beginning.

Parcel Two:

A non-exclusive easement for pedestrian and vehicular ingress and egress over the parcel of land described in Exhibit "D" of the Declaration of Covenants, Conditions and Restrictions recorded October 31, 2016, Instrument No. 2016-0032289, Official Records.

APN: 066-030-054-000

EXHIBIT "B" TO
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

Subject Fees for Building Permit No. BLDG-19-02152________

The following development impact fees, in the total amount of EIGHT HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND FORTY-EIGHT CENTS ($854,325.48) imposed on the Property by the City of Woodland upon issuance of City of Woodland Building Permit No. BLDG-19-02152_____ shall be deferred pursuant to the terms and conditions of this Agreement:

(1) General City Development Impact Fees in the amount of $34,585.32.

(2) Police Development Impact Fees in the amount of $28,265.16.

(3) Water Capacity Fees in the amount of $63,564.

(4) Road Development Impact Fees in the amount of $451,891.44.

(5) Administration Development Impact Fees in the amount of $3,979.36.

(6) Storm Drain Water Development Impact Fee in the amount of $11,099.52.

(7) Fire Development Impact Fees in the amount of $102,468.52.

(8) Wastewater Development Impact Fees in the amount of $158,472.16.

Total: $854,325.48.

EXHIBIT “C”

Amortization Schedule

Staybridge Suites					
Loan Amount	$ 854,325.48				
Annual interest rate (Compounding)	3.50%				
Loan period in years	5				
Number of payments per year	1				
Start of loan date	Permit Issuance				
Payment No.	Beginning Balance	Principal	Interest	Payment	Ending Balance
1 (due 12 months after permit issuance or certificate of occupancy, whichever is sooner)	$ 854,325.48	$ 159,315.79	$ 29,901.39	$189,217.18	$ 695,009.69
2	$ 695,009.69	$ 164,891.84	$ 24,325.34	$189,217.18	$ 530,117.85
3	$ 530,117.85	$ 170,663.06	$ 18,554.12	$189,217.18	$ 359,454.79
4	$ 359,454.79	$ 176,636.26	$ 12,580.92	$189,217.18	$ 182,818.53
5	$ 182,818.53	$ 182,818.53	$ 6,398.65	$189,217.18	$ -
Total		$ 854,325.48	$ 91,760.42	$946,085.90	

EXHIBIT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above line for Recorder's use only
Exempt from Recording Fees pursuant to Govt. Code § 27383

CITY OF WOODLAND

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(Staybridge Suites, Sah Investments LLC)

This Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust") is dated ____________, 2021, and recorded in the Official Records of Yolo County, executed by Sah Investment, a LLC, in favor of the City of Woodland.

This Deed of Trust is made as of _______________, 2021, among Sah Investment, a Limited Liability Company ("**TRUSTOR**"), whose address is 1731 Research Park Drive, Suite 101, Davis, CA 95618; First American Title Company ("**TRUSTEE**"); and the CITY OF WOODLAND ("**BENEFICIARY**"), whose address is 300 First Street, Woodland, CA 95695.

Trustor irrevocably grants, conveys, transfers, and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's estate, right, title, and interest in, to and under the following property (collectively, the "**Property**"): (a) the real property in Woodland, California, described on **Exhibit 1** attached hereto and incorporated herein by this reference, together with all existing and future easements and rights affording access to it (the "**Land**"); (b) together with all buildings, structures, and improvements now existing or hereafter constructed thereon (the "**Improvements**"); (c) together with all articles of personal property now or hereafter attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a "fixture" under applicable law (each a "**Fixture**," collectively "**Fixtures**"); (d) together with all other property and interests of any kind or character that may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements.

1. Secured Obligations. Trustor makes the grant, conveyance, transfer, and assignment herein for the purpose of securing the following obligation (the "**Secured Obligation**"): (a) payment of the sum of EIGHT HUNDRED FIFTY FOUR THOUSAND

THREE HUNDRED TWENTY-FIVE Dollars and FORTY-EIGHT Cents ($854,325.48) according to the terms of a promissory note (the "**Note**") of even date herewith, executed by Trustor in favor of Beneficiary, or order and any extension or renewals thereof, and (b) due, prompt and complete observance, performance and discharge of each and every monetary and non-monetary condition, obligation, covenant and agreement contained herein or contained in the Development Impact Fee Deferral Agreement entered into by and between Trustor and Beneficiary (the "Fee Deferral Agreement") of even date herewith. The Agreement and the Note (collectively, "**Secured Obligations**") and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof, however evidenced.

2. **Maintenance and Repair.** Trustor shall (a) keep the Property in good condition and repair; (b) complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary.

3. **Insurance.** Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "**extended coverage**," and any other hazards for which Beneficiary requires insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be acceptable to Beneficiary, the policies shall name Beneficiary as a loss payee or an additional insured, as applicable, and the policies shall include Beneficiary as an additional insured, as applicable.

4. **Defense of Security.** Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. **Payment of Taxes and Liens.** Trustor shall pay (a) at least 10 days before delinquency, all non-abated taxes and assessments affecting the Property; (b) when due, all encumbrances, charges, and liens, with interest, on the Property, that are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all reasonable and documented costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust after written notice of such failure by Beneficiary and a reasonable opportunity to cure, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or settle any encumbrance, charge, or lien, which in the judgment of either appears to be senior to this Deed of Trust; and (d) in exercising any such powers, pay allowable expenses, including attorneys' fees.

6. **Reimbursement of Costs.** Trustor shall pay upon demand all reasonable and documented sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, and as provided in the Agreement and Note.

7. **No Waiver.** By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. **Reconveyance.** That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "**the person or persons legally entitled thereto**."

9. **Assignment of Rents.** Subject to the rights of senior lenders, Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income, and other benefits (collectively, the "**Rents**") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power, and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title, and interest in the Rents. So long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use, and enjoy the same. Upon the occurrence of such a default beyond any applicable notice and cure periods, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default, beyond any applicable notice and cure periods, and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend, and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. Default and Foreclosure. Upon default by Trustor in payment or performance of any Secured Obligation, subject to any applicable notice and cure period, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes, and all documents evidencing expenditures secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3455.

11. Substitution of Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee.

12. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "**Beneficiary**" shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

13. Trustee Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time reasonably require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

15. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in, and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require. Notwithstanding the above, the Beneficiary shall release all insurance and condemnation proceeds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that such restoration, repair or rebuilding is economically feasible. If such insurance proceeds shall be insufficient for such purposes, Trustor shall make up the deficiency. If the Project is subject to a partial condemnation or taking, then the proceeds received therefrom shall be applied to restore the Project taken, provided the Beneficiary determines that such restoration is economically feasible and no default exists under the Secured Obligations following the expiration of all applicable cure periods. If the Project is subject to a total condemnation, or if Beneficiary determines that restoration of the Project is not feasible following a partial condemnation, or if a default exists then the proceeds from any condemnation award or claim for damages shall be used first to repay all sums under the Secured Obligations, with the excess, if any, paid to Trustor, subject to the rights of the senior lender.

16. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

17. Estoppel Certificate. Trustor shall, within thirty (30) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

18. California Uniform Commercial Code Security Agreement; Fixture Filing. Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions, and proceeds (including insurance proceeds) of all of the foregoing (collectively, the "**Personal Property**"). Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary's option, may also invoke any remedies provided in this Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the California Uniform Commercial Code or the remedies provided in the Deed of Trust. This Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

19. Due-On-Sale or Encumbrance. If all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily, or by operational law, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth at its address set forth in the Fee Deferral Agreement.

TRUSTOR:

Sah Investments,
a Limited Liability Company

By: ______________________________
Name: Ram Sah
Title: President

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Yolo, City of Woodland, described as follows:

Parcel One:

A portion of Lots 3, 4 and 5 as said lots are shown on the Map of "Clanton's Subdivision of the West one-half of the Northeast quarter of Section 33, Township 10 North, Range 2 East, M.D.B.& M.", a map of which was filed on May 13, 1882, in Book 32 of Deeds at Page 75, Records of Yolo County. Said portion is all that part thereof lying within the following described boundaries:

Beginning at the Southeast corner of Lot 5 as said lot is shown on the Map of "Reiff Subdivision of Lots 1 and 2 of the D. R. Clanton's Subdivision", according to the official plat filed February 18, 1947, in Book 4 of Maps, at Page 8, Records of Yolo County; thence from said point of beginning, North 89° 34'27" West, 110.40 feet; thence South 01° 22'53" East, 239.29 feet; thence along a tangent curve to the left with a radius of 145.00 feet, through an angle of 171° 49'55", a length of 434.86 feet; thence North 06° 47'12" East, 252.22 feet to a point distant 152.58 feet Westerly, measured at right angles, from the "A3" line at Engineer's Station "A3" 651 + 63.61 of the Department of Public Works Survey on Road 03-Yol-113, Post Mile 6.3/10.5; thence North 89° 34'27" West, 214.12 feet to the point of beginning.

Parcel Two:

A non-exclusive easement for pedestrian and vehicular ingress and egress over the parcel of land described in Exhibit "D" of the Declaration of Covenants, Conditions and Restrictions recorded October 31, 2016, Instrument No. 2016-0032289, Official Records.

APN: 066-030-054-000

PROMISSORY NOTE

SECURED BY DEED OF TRUST

Woodland, California ____________, 2021

For value received, the undersigned (herein "Owner", whether one or more), promises to pay to the CITY OF WOODLAND, a California municipal corporation ("City"), at 300 First Street, Woodland, California 95695, or at any other place that may be designated in writing by City, the principal sum of EIGHT HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND FORTY-EIGHT CENTS ($854,325.48). All sums due are payable in lawful money of the United States of America.

1. This Promissory Note Secured by Deed of Trust ("Promissory Note") is made and delivered pursuant to and in implementation of that certain Development Impact Fee Deferral Agreement entered into by and between City and Owner of even date herewith (the "Fee Deferral Agreement"). The terms and conditions of the Fee Deferral Agreement are incorporated herein by this reference.

2. The Promissory Note ("Promissory Note") is secured by a Deed of Trust Assignment of Rents, Security Agreement, and Fixture Filing of the same date as this Note, executed by Owner, as Trustor, in favor of City, as Beneficiary ("Deed of Trust"), and encumbering the real property described in the Deed of Trust ("Property"). The holder of this note will be entitled to the benefits of the security provided by the Deed of Trust and will have the right to enforce the covenants and agreements of Owner contained in the Deed of Trust.

3. Principal and interest under this Note are due and payable as set forth in Sections 3 and 4 of the Fee Deferral Agreement.

4. If Owner fails to make any required payment on or before ten (10) days following the date upon which it becomes due, Owner shall pay a late charge equal to ten percent (10%) of the amount of the unpaid payment. All payments on this Promissory Note will be applied first to the payment of any costs, fees, late charges, or other charges incurred in connection with the indebtedness evidenced by this Promissory Note; next, to the payment of accrued interest, then to the reduction of the principal balance.

5. If:

(a) Owner fails to pay when due any sum payable under this Promissory Note; or,

(b) Owner fails to pay any indebtedness secured by, or fails to perform any covenant or agreement under, the Deed of Trust; or,

(c) Owner agrees to or actually sells, conveys, transfers, disposes of, or further encumbers the Property, or any part thereof, of any interest therein, without first obtaining the written consent of the holder of this Promissory Note, Then Owner shall pay to City all sums owing under this Promissory Note without deduction, offset, or counterclaim of any kind. The relationship of Owner and City under this Promissory Note is solely that of borrower and lender, and the loan evidenced by this Promissory Note and secured by the Deed of Trust will in no manner make City the partner or joint venturer of Borrower.

6. In the event of a dispute arising under this Promissory Note, the prevailing party shall be entitled to reasonable attorneys' fees and costs in accordance with California Civil Code Section 1717. For purposes of this Promissory Note, a dispute shall be construed as arising under the Promissory Note if its subject matter pertains to one or more terms of the Promissory Note, the Deed of Trust, or any other document(s) pertaining to the indebtedness that is evidenced by this Promissory Note. Should either party be entitled to attorneys' fees as the result of a dispute arising under this Promissory Note, the Fee Deferral Agreement or the Deed of Trust, that party shall also be entitled to interest at a rate of ten percent (10%) per annum, which shall begin to accrue as of the date of the demand and shall continue until paid.

7. No previous waiver, failure, or delay by City in acting with respect to the terms of this Promissory Note, the Fee Deferral Agreement or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Promissory Note, the Fee Deferral Agreement or the Deed of Trust. A waiver of any term of this Promissory Note, the Fee Deferral Agreement or the Deed of Trust must be made in writing and will be limited to the express written terms of the waiver. All notices required or permitted in connection with this Promissory Note will be in writing and will be given at the place provided in the Deed of Trust for the giving of notices.

8. Borrower may make principal prepayments on any installment due date in addition to the regularly scheduled payment mentioned above with no penalty for such prepayment.

9. If any term or provision of this Promissory Note is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken from this Promissory Note and such provision shall not affect the legality, enforceability, or validity of the remainder of this Promissory Note. If any provision or part of this Promissory Note is stricken in accordance with the provisions of this paragraph, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Time is of the essence with respect to every provision of this Promissory Note. This Promissory Note will be construed and enforced in accordance with California law, except to the extent that Federal laws preempt State law, and all persons and entities in any manner obligated under this Note consent to the jurisdiction of any Federal or State Court within California having proper venue and also consent to service of process by any means authorized by California or Federal law.

The contents and effect of the instruments are acknowledged, understood, and accepted in full by Borrower.

Date: ________________, 2021

____
By: Ram Sah
Its: President

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: H.11
SUBJECT: Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope) Funded through the 2020 Continuum of Care Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2020 Continuum of Care program competition in the aggregate amount of $291,231 and authorizes the Finance Officer to amend the budget as necessary.

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

Fiscal Impact:
The Department of Housing and Urban Development (HUD) will provide a portion of the two grants, $15,068, for administration in order to defray the City's costs in administering the grants.

Background:
The City has been receiving Continuum of Care (CoC) grants from HUD since at least 1994 to provide permanent supportive and transitional housing programs for individuals and families. In most instances the programs have been operated by the Yolo Wayfarer Center.

Discussion:
HUD awarded the City two renewal grants through the 2020 Continuum of Care Competition: Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2020 ($181,318 award) and Consolidated Permanent Supportive Housing for Chronically Homeless 2020 ($109,913 award). The awarded grants will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. All of the individuals assisted by the grant will receive supportive services.

Conclusion:
Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2020 Continuum of Care program competition in the aggregate amount of $291,231 and authorizes the Finance Officer to amend the budget as necessary.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:

1. CC Reso Sub Agmts Sep 21, 2021
2. Subrecipient Agreement Consolidated
3. Subrecipient Agreement Reallocation

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR 2020 CONTINUUMM OF CARE PROGRAM GRANTS

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

WHEREAS, the City of Woodland has received Continuum of Care Program grants since at least 1994;

WHEREAS, the Continuum of Care grants received by the City assist with the funding of the Yolo Wayfarer Center's permanent supportive housing programs for families and individuals.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute two subrecipient agreements in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the following amounts and any other documents necessary to implement this program.

1. Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2020, $181,318 grant award
2. Consolidated (2018) Permanent Supportive Housing for Chronically Homeless 2020, $109,913 grant award

Section 2: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 3: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 21st day of September 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Ethan Walsh, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

2020 CONTINUUM OF CARE PROGRAM
(Consolidated Permanent Supportive Housing for Chronically Homeless 2020)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2021 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2020 (payment year 2021/22).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2020 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2020 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. In January 2021, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2020 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

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

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

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

“HUD” is defined in Recital A hereof.

“Operating Budget” is defined in Section 6 hereof.

“Parties” is defined in Recital F hereof.

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

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

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

“Services” is defined in Section 4.1 of this Agreement.

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

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

“SUBRECIPIENT’s Representative” means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of One Hundred Nine Thousand, Nine Hundred Nine Thirteen Dollars ($109,913) (less administrative costs of $5,618 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of One Hundred Nine Thousand, Nine Hundred Thirteen Dollars ($109,913) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

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

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

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

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on March 1, 2021 and shall terminate on February 28, 2022 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

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

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for

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

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

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

Section 5. Insurance and Indemnification.

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

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

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

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."

> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

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

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

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

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

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

C. Terminate this Agreement.

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

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

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

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

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND:	City Clerk City of Woodland 300 First Street Woodland, California 95695 FAX No. (530) 661-5813
With copies to:	City of Woodland Community Services Department 2001 East Street Woodland, California 95776 FAX No. (530) 666-7257
If to SUBRECIPIENT:	Yolo Wayfarer Center P.O. Box 1248 Woodland, CA 95776

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"WOODLAND"

CITY OF WOODLAND
a municipal corporation

Dated: ____________________ By: ____
Ken Hiatt
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

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

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 207 Fourth Street, Woodland, CA 95695.

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

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

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

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of One Hundred Nine Thousand Nine Hundred Thirteen Dollars ($109,913), WOODLAND shall retain a total of Five Thousand Six Hundred Eighteen Dollars ($5,618) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Consolidated Permanent Supportive Housing for Chronically Homeless 2020) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Nine Thousand Nine Hundred Thirteen Dollars ($109,913) less City administrative costs of ($5,618) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the "Federal Funding Accountability and Transparency Act" through reporting required information at https://www.fsrs.gov/.

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

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

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

    i. Abide by the terms of the statement; and

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

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

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

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

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

A. SUBRECIPIENT has made false certification under Section 26.1;

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on March 1, 2021 and terminating on February 28, 2022.

EXHIBIT E—OPERATING BUDGET

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

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	58,423		58,423
2 Supportive Services*	18,052		18,052
3. Operations**	27,820		27,820
4. HMIS ***	0.00		0.00
5. SHP Request (subtotal lines 1 thru 4)	104,295		104,295
6. Administration	5,618		5,618
7. Total CoC Request (total lines 5 and 6)	109,913		109,913

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

2020 CONTINUUM OF CARE PROGRAM
(Reallocation, 2015, Permanent Supportive Housing for Chronically Homeless 2020)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2021 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2020 (payment year 2021/22).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2020 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2020 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. In January 2021, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2020 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

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

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

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

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

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

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

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

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

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

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of One Hundred Eighty-One Thousand, Three Hundred Eighteen Dollars ($181,318) (less administrative costs of $9,450 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of One Hundred Eighty-One Thousand, Three Hundred Eighteen Dollars ($181,318) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

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

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

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

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on February 1, 2021 and shall terminate on January 31, 2022 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

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

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for

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

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

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

Section 5. Insurance and Indemnification.

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

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

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

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."

> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

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

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

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

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

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

C. Terminate this Agreement.

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

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

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

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

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street
Woodland, California 95695
FAX No. (530) 661-5813

With copies to: City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"WOODLAND"

CITY OF WOODLAND
a municipal corporation

Dated: ___________________ By: ______________________________________
Ken Hiatt
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _______________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ___________________ By: ______________________________________
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

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

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 207 Fourth Street, Woodland, CA 95695.

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

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

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

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of One Hundred Eighty-One Thousand, Three Hundred Eighteen Dollars ($181,318), WOODLAND shall retain a total of Nine Thousand Four Hundred Fifty Dollars ($9,450) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Reallocation, 2015, Permanent Supportive Housing for Chronically Homeless 2020) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Eighty-One Thousand, Three Hundred Eighteen Dollars ($181,318) less City administrative costs of ($9,450) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the "Federal Funding Accountability and Transparency Act" through reporting required information at https://www.fsrs.gov/.

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

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

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

    i. Abide by the terms of the statement; and

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

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

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

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

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

A. SUBRECIPIENT has made false certification under Section 26.1;

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2021 and terminating on January 31, 2022.

EXHIBIT E—OPERATING BUDGET

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

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	74,336		74,336
2 Supportive Services*	42,280		42,280
3. Operations**	55,252		55,252
4. HMIS ***	0.00		0.00
5. SHP Request (subtotal lines 1 thru 4)	171,868		171,868
6. Administration	9,450		9,450
7. Total CoC Request (total lines 5 and 6)	181,318		181,318

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: I.12
SUBJECT: Public Hearing and Approval of Fiscal Year 2020/21 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

Recommendation for Action: Staff recommends that the City Council:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2020/21 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt Resolution No. _____, approving the FY 2020/21 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2020/21 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

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

Fiscal Impact:
There is no fiscal impact.

Report in Brief:
Each year the City's Community Development Block Grant Program (CDBG) is required to submit the Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). The CAPER is a mandated report for all CDBG grantees and summarizes the City of Woodland's progress towards meeting its community development needs and objectives in one program year.

Background:
The City's community needs and objectives are outlined in its Consolidated Plan, also known as the Strategic Plan; the current five-year plan covers the period of July 1, 2020 – June 30, 2024. The Consolidated Plan is an additional document required by HUD, which coordinates all elements of community development, housing, neighborhood development, and economic development planning into a single plan and vision of activities and strategies to be undertaken during a three- to five-year time period. The programs and activities budgeted each year to meet these community development goals are outlined in the City's Annual Action Plan for the CDBG program, as approved by the City Council each spring. The CAPER is completed following each program year as a financial summary and a narrative of the accomplishments for the prior CDBG fiscal year's Annual Action Plan.

The contents of the CAPER are summarized below:

Summary of Resources:
The CAPER contains a summary of the financial resources that the City has at its disposal to address identified community needs and objectives. CDBG, Federal Continuum of Care Program, City General Fund, and other housing grant funds and programs are all among the sources utilized by the City to accomplish the stated goals of the Consolidated Plan.

Narrative Assessment of Strategic Plan Goals and Objectives:
An assessment of the City's effort to address its community development needs and objectives is provided in the CAPER, with particular focus given to the areas of affordable housing, fair housing, and homeless services. One purpose of the CAPER is to allow jurisdictions the opportunity to self-evaluate the effectiveness of policies, programs, and activities utilized to achieve Consolidated Plan goals.

Program Activity Financial Summary Reports:
HUD requires that certain program activity and financial summary reports be submitted with the CAPER. These reports outline the City's expenditures and accomplishments for individual projects and programs, allowing HUD to compile and maintain necessary data regarding its grant programs. The reports are generated from HUD's Integrated Disbursement and Information System (IDIS). Copies of the reports are attached to the staff report.

Discussion:
The following information provides an overview of CDBG-funded activities and related actions during FY 2020/21 and the status of prior year CDBG-funded activities.

Construction:

FY 2020/21 Allocations

- **CommuniCare Health Centers** Garden & Outdoor Class – CommuniCare purchased materials for a shade structure/outdoor classroom that was installed in the garden and outdoor classroom located at the Hansen Family Health Center in Woodland. The shade structure will allow CommuniCare to host health education classes and group therapy visits. Some of the services are traditionally provided inside the clinic, which may reduce anxiety related to care seeking among some patients.

- **New Hope Community Development Corporation** Cottonwood Meadows Phase S-1 Rehabilitation – New Hope will combine funding allocations awarded for FY 2020/21 and 2021/22 and construct the improvements in 2022. The work will focus on repairing or replacing all dry-rotted T-1-11 siding on the two apartment buildings located at Cottonwood Meadows with cement fiber type materials. Additional work may be required because of the extensivedry-rot present at the two buildings.

- **City of Woodland** ADA Accessibility Program – Construction began in July 2021 for the installation of approximately 20 sidewalk, accessible ramps and the work will be completed by late summer or early fall of this year. Funding for the project also includes the FY 2019/20 ADA Accessibility Program allocation.

- **Friends of the Mission** 925 North Street Water Heater Efficiency – The seven-unit apartment complex provides affordable housing for formerly homeless families and individuals. Tankless water heaters will be installed to replace existing non-tankless units with the energy efficiency rating increasing from 59 to 97 percent. The project will be completed in Fall 2021.

- **Friends of the Mission** Walter's House Water Heater Efficiency –Walter's House is a 44-bed transitional housing/treatment program for single women and men. Tankless water heaters will be installed to replace existing non-tankless units with the energy efficiency rating increasing from 59 to 97 percent. The project will be completed in Fall 2021.

FY 2019/20 Allocations

- **City of Woodland** Library ADA Restrooms Upgrades – Construction of ADA improvements for the two public restrooms will be completed in 2022. The remaining funds from the FY 2019/20 allocation, a new allocation for FY 2021/22, program income funds (repaid CDBG loan), and funds remaining from completed CDBG activities will be used to cover the construction costs.

- **City of Woodland** ADA Accessibility Program – Construction began in July 2021 for the installation of approximately 20 sidewalk, accessible ramps and the work will be completed by late summer or early fall of this year. Funding for the project also includes the FY 2020/21 ADA Accessibility Program allocation.

FY 2018/19 Allocations

- **Yolo Community Care Continuum** Safe Harbor Rehabilitation – The remaining work for the project will be completed by the end of the year. Safe Harbor offers 24-7 crisis residential services to Woodland residents from experiencing a mental health crisis. This program prevents very low income individuals with a mental illness from becoming homeless and reduces the number of individuals requiring hospitalization.

Public Services
A total of 79% of the CDBG public service funds were used for food and shelter programs: Meals on Wheels (home delivered meals to senior citizens), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter for victims of domestic violence), Yolo Food Bank (food), Short Term Emergency Aid Committee (eviction prevention), and Yolo County Children's Alliance (MediCal and CalFresh enrollment/retention). Other CDBG-funded public service subrecipients included Legal Services (fair housing services) and Yolo County Children's Alliance (MediCal and CalFresh enrollment/retention). Legal Services also holds an annual fair housing conference and the City
co-sponsors the event, covers a portion of the refreshment costs, and helps publicize the conference. The 2021 conference was held virtually because of the COVID-19 pandemic.

CDBG-CV (CARES Act)
Woodland's CDBG-CV allocation of $302,041 was used to purchase commercial modular trailers in support of the Emergency Shelter Project. The project was undertaken by the City in response to the sudden emergence of COVID-19 (coronavirus) and the need to take immediate action so that unsheltered homeless people living in the City would have additional indoor shelter options as well as additional health and sanitation resources. The trailers purchased provide a commercial kitchen, a laundry, and men's and women's bathrooms with showers.

USE OF NON-CDBG FUNDS
Not all of the efforts at addressing the City's community needs and objectives during FY 2020/21 were funded

through the CDBG program. A summary of these efforts is provided below and has been included in the CAPER.

- **East Beamer Way** – The City 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 and north of this is the location of the future treatment facility. The City served as developer for the shelter, provided funds in excess of $1,000,000 for design and construction of the project, and donated the land for the project.

- **Project Roomkey** – The City participated in Project Roomkey to shelter vulnerable homeless during the COVID-19 pandemic starting in March 2020 and continuing until the Woodland Roomkey program ended on June 30, 2021. Roomkey sheltered vulnerable homeless during the pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that made them vulnerable to complications if they contracted COVID-19, and COVID positive individuals requiring isolation were eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services initially at the two Woodland motels used for Roomkey. Subsequently, additional staff from Empower Yolo was assigned to Roomkey when staff from the Public Defender's office returned to their regular assignments.

The City's Homeless Coordinator and other City staff supported Roomkey efforts which included placement of clients, tracking clients, engaging clients, providing service referrals, handling some of the food arrangements, delivering meals on the some of the holidays, and working with Yolo County staff, staff from the County's Coronavirus Response Operations Center, Woodland Memorial Hospital, CommuniCare's Hansen Family Health Center, motel managers from Roomkey sites, and on-site social service providers. In the initial months of Roomkey, City staff was available after hours and on weekends to place clients in Roomkey and deal with related issues. In the weeks leading up to Roomkey's closure in Woodland, the Homeless Coordinator worked with staff from the Yolo Wayfarer Center's shelter, Roomkey on-site staff (Empower Yolo), and individual Roomkey participants on housing/shelter options to minimize the number of clients exiting to vehicles or other unsheltered locations. These efforts ensured that none of the clients seeking housing/shelter went unsheltered when Project Roomkey ended.

- **Use of City Hall Annex** – The annex has been leased to the Woodland Opera House at a cost of $1 for youth theatre/dance programs.

- **Recreation Scholarships** – Measure J funds have been used to provide recreation scholarships for 178 youths from low income families for participation in swim lessons, Summer Time Fun Club, Summer Teen Pack, and Fall Fun Club (distance learning program).

- **Countywide Homeless Coordination Project** – The City partnered with Yolo County and other cities to fund the emergency shelter during the winter and the Yolo County Homeless Coordinator position.

Timeliness Ratio, Submittal of CAPER

HUD each year reviews the timeliness ratio (expenditure of CDBG funds) for CDBG grantees. A grantee cannot have a balance (ratio) it its line of credit that exceeds 1.5 times its annual entitlement grant and available program income (repaid CDBG loans). While the ratio exceeds 1.5, staff anticipates the City will be compliance with the ratio requirements by second quarter of 2022 if not earlier based on expenditures for the City's ADA Accessibility Program (FY 2019/20 and 2020/21 funding allocations) and other CDBG activities. Because of the COVID-19 pandemic, HUD has suspended enforcement actions temporarily for CDBG grantees not in compliance with ratio requirements.

Public Outreach/Citizen Participation

Public outreach/citizen participation efforts for the CAPER included (1) noticing tonight's public hearing and a 15-day public comment period for the CAPER in the September 2, 2021 edition of the Woodland Daily Democrat, (2) posting the CAPER on the City's website, and (3) holding tonight's public hearing. **SUMMARIZE ANY PUBLIC COMMENTS RECEIVED PRIOR TO SEPTEMBER 9, 2021.**

Conclusion:

Staff recommends that the City Council:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2020/21 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt Resolution No. _____, approving the FY 2020/21 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2020/21 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:

1. CC Reso CAPER Sep 21, 2021
2. Proof of Pub for Sep 3 Pub Hear Notice
3. CAPER
4. IDIS Reports

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FISCAL YEAR 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

WHEREAS, the City is required to submit its CDBG CAPER to the U.S. Department of Housing and Urban Development (HUD) each year to summarize the City's progress towards meeting it community development needs and objectives in one program year.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve the City's FY2020/21 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2020/21 and public comments received at tonight's public hearing and direct staff to submit the CAPER to HUD.

PASSED, APPROVED AND ADOPTED this 21st day of September 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Ethan Walsh, City Attorney

Woodland Daily Democrat
711 Main Street
Woodland, CA 95695
530-406-6223
legals@dailydemocrat.com

2130710

WOODLAND, CITY OF - LEGALS
ATTN: ACCOUNTS PAYABLE
300 FIRST ST
WOODLAND, CA 95695

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
COUNTY OF YOLO

FILE NO. PN Eng + Span_Sokolow

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:

09/02/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland, California, this
2nd day of September 2021

(Signature) Jill Teer

Legal No. **0006605122**

**PUBLIC NOTICE
CITY OF WOODLAND
CONSOLIDATED
ANNUAL
PERFORMANCE
EVALUATION
REPORT
FOR FY 2020/21**

Notice is hereby given that the City of Woodland's Community Services Department has completed its Consolidated Annual Performance Evaluation Report (CAPER) for the period of July 1, 2020 to June 30, 2021. The CAPER concerns the overall use of Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development (HUD) in relationship to the needs of the community as outlined in its Consolidated Plan.

The City's overall objective in the CDBG program is the development of viable communities by providing decent housing, a suitable living environment, and expansion of economic opportunities primarily for low-to-moderate income persons.

All persons interested in reviewing the CAPER may inspect the report at the City of Woodland, Community and Senior Center, 2001 East St., Woodland, CA 95776; City Hall, Community Development Department, 300 First St., Woodland, CA 95695; or at www.cityofwoodland.org. Questions or comments may be directed to Dan Sokolow at (530) 661-5927 or dan.sokolow@cityofwoodland.org on or before September 17, 2021. The City Council will consider approval of the CAPER at a public hearing held on

September 21, 2021 at 6:00 p.m. The meeting will be held via teleconference and information for viewing the meeting and commenting on agenda items will be available through the meeting agenda at www.cityofwoodland.org/meetings.

AVISO PÚBLICO CIUDAD DE WOODLAND INFORME CONSOLIDADO ANUAL DE RESULTADOS DEL 2020/21

El aviso se da por este medio que la cuidad de Woodland ha terminado el Informe Consolidado Anual de Resultados para el período del 1 de julio de 2020 al 30 de junio de 2021. El Informe Consolidado Anual de Resultados se refiere al uso total de los fondos de Desarrollo de la Comunidad de la ciudad de Woodland (Community Development Block Grant - CDBG) recibidos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos en la relación a las necesidades de la comunidad conforme a su plan consolidado.

El objetivo general de la ciudad en el programa de CDBG es el desarrollo de comunidades viables por el proveo de viviendas adecuadas, un medio ambiente apropiado, y la extensión de oportunidades económicas principalmente para las personas de ingresos bajos a moderados.

El Informe Consolidado Anual de Resultados está disponible para la revisión pública en el Departmento de Servicios Comuntarios de la Ciudad de Woodland, 2001 East St. Woodland CA 95776; y en el Departamento de Desarrollo de la Comunidad de la Ciudad de Woodland, 300 First St. Woodland CA 95695 o en www.cityofwoodland.org. Favor de comunicarse con Dan Sokolow, al (530) 661-5927 o a dan.sokolow@cityofwoodland.org si tiene preguntas o comentarios antes del 17 de Septiembre de 2021. El ayuntamieto de Woodland considera aprobación del Consolidado Anual de Resultados en una audiencia pública el 21 de septiembre de 2021 en 6:00 P.M. La información para ver la junta comentar sobre puntos de la agenda estará disponible a través de la agenda en www.cityofwoodland.org/meetings.

Community Development Block Grant Program Program Year 2020/21 Consolidated Annual Performance and Evaluation Report

Draft 9/2/21

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

CONSTRUCTION
Program Year 2020/21

CommuniCare Health Centers Garden & Outdoor Class – CommuniCare purchased materials for a shade structure/outdoor classroom that was installed in the garden and outdoor classroom located at the Hansen Family Health Center in Woodland. The shade structure will allow CommuniCare to host health education classes and group therapy visits. Some of the services are traditionally provided inside the clinic, which may reduce anxiety related to care seeking among some patients.

New Hope Community Development Corporation Cottonwood Meadows Phase S-1 Rehabilitation – New Hope will combine funds from Program Years 2020/21 and 2021/22 and construct the improvements during Program Year 2021/22.

City of Woodland ADA Accessibility Program – Funds from Program Years 2019/20 and 2020/21 were combined to construction ADA accessibility improvements during Summer 2021. Construction began in July 2021 and will result in the installation of approximately 20 accessible curb ramps. The project is expected to be completed in September or October 2021.

Friends of the Mission 925 North Street Water Heater Efficiency – The seven-unit apartment complex at 925 North Street provides affordable housing for formerly homeless families and individuals. The existing water heaters have an energy efficiency rating of 59 percent and will be replaced with tankless units with an energy efficiency rating of 97 percent. This will result in an almost 40 percent reduction in annual water heating costs. The project will be completed in Fall 2021.

Friends of the Mission Walter's House Water Heater Efficiency – Located at 285 Fourth Street, Walter's House is a 44-bed transitional housing/treatment program for single women and men. The existing water heaters have an energy efficiency rating of 59 percent and will be replaced with tankless units with an energy efficiency rating of 97 percent. This will result in an almost 40 percent reduction in annual water heating costs. The project will be completed in Fall 2021.

Program Year 2019/20

City of Woodland Library ADA Restrooms Upgrades – Construction will be completed during Program Year 2021/22 and the results will be reported in the 2021/22 CAPER.

City of Woodland ADA Accessibility Program – Construction will be completed during Program Year 2021/22 and the results will be reported in the 2021/22 CAPER.

Program Year 2018/19

Yolo Community Care Continuum Safe Harbor Rehabilitation – Construction was completed during Program Year 2021/22 and the results will be reported in the 2021/22 CAPER.

PUBLIC SERVICES

A total of 79% of the CDBG public service funds were used for food and shelter programs: Meals on Wheels (home delivered meals to senior citizens), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter for victims of domestic violence), Yolo Food Bank (food), Short Term Emergency Aid Committee (eviction prevention), and Yolo County Children's Alliance (MediCal and CalFresh enrollment/retention).

CDBG-CV (CARES Act)

Woodland's CDBG-CV allocation of $302,041 was used to purchase commercial modular trailers in support of the Emergency Shelter Project. The project was undertaken by the City in response to the sudden emergence of COVID-19 (coronavirus) and the need to take immediate action so that unsheltered homeless people living in the City can have additional indoor shelter options as well as additional health and sanitation resources. The trailers purchased provide a commercial kitchen, a laundry, and men's and women's bathrooms with showers.

USE OF NON-CDBG FUNDS

Not all of the efforts at addressing the City's community needs and objectives during FY 2020/21 were funded through the CDBG program. A summary of these efforts is provided below and has been included in the CAPER.

- **East Beamer Way** – The City 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 and north of this is the location of the future treatment facility. The City served as developer for the shelter, provided funds in excess of $1,000,000 for design and construction of the project, and donated the land for the project.

The new shelter project was also designed to accommodate a day services program for individuals not staying at the shelter and services offer include three daily meals, resource/referral information, showers/restrooms, and laundry. Community partners that provide on-site services at the shelter include City of Woodland, County of Yolo Health and Human Services Agency, Legal Services of Northern California, Empower Yolo, CommuniCare Health Centers, Elica Health Centers, and University of California at Davis. A clinician is regularly on-site Mondays from 8 – 11:30 a.m. for walk-in support and linkages to community resources.

- **Project Roomkey** – The City participated in Project Roomkey to shelter vulnerable homeless during the COVID-19 pandemic starting in March 2020 and continuing until the Woodland Roomkey program ended on June 30, 2021. Roomkey sheltered vulnerable homeless during the pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that made them vulnerable to complications if they contracted COVID-19, and COVID positive individuals requiring isolation were eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services initially at the two Woodland motels used for Roomkey. Subsequently, additional staff from Empower Yolo was assigned to Roomkey when staff from the Public Defender's office returned to their regular assignments.

  The City's Homeless Coordinator and other City staff supported Roomkey efforts which included placement of clients, tracking clients, engaging clients, providing service referrals, handling some of the food arrangements, delivering meals on the some of the holidays, and working with Yolo County staff, staff from the County's Coronavirus Response Operations Center, Woodland Memorial Hospital, CommuniCare's Hansen Family Health Center, motel managers from Roomkey sites, and on-site social service providers. In the initial months of Roomkey, City staff was available after hours and on weekends to place clients in Roomkey and deal with related issues. In the weeks leading up to Roomkey's closure in Woodland, the Homeless Coordinator worked with staff from the Yolo Wayfarer Center's shelter, Roomkey on-site staff (Empower Yolo), and individual Roomkey participants on housing/shelter options to minimize the number of clients exiting to vehicles or other unsheltered locations. These efforts ensured that none of the clients seeking housing/shelter went unsheltered when Project Roomkey ended.

- **Use of City Hall Annex** – The annex has been leased to the Woodland Opera House at a cost of $1 for youth theatre/dance programs.

- **Recreation Scholarships** – Measure J funds have been used to provide recreation scholarships for 178 youths from low income families for participation in swim lessons, Summer Time Fun Club, Summer Teen Pack, and Fall Fun Club (distance learning program).

- **Countywide Homeless Coordination Project** – The City partnered with Yolo County and other cities to fund the emergency shelter during the winter and the Yolo County Homeless Coordinator position.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and

explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Public Facilities & Improvements (includes ADA)	Non-Housing Community Development	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0%	444	0	0%
Youth Centers	Non-Homeless Special Needs	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	0	0%	0	0	n/a

Parks, Recreational Facilities	Homeless, Individuals At-Risk	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1600	0	0%	0	0	n/a
Public Services (Other: Emergency Food & Shelter)	Homeless, Individuals At-Risk	CDBG: $61,004 / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $247,964	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	1181	47%	1085	1181 (This amount represents an estimate and the number will be updated after all subrecipient annual reports are submitted.)	109%

Youth Services	Youth Services	CDBG: $ / General Fund: $61,890 / Subrecipient funds, donations from individuals, foundations, and corporations: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	278	71%	0	278	n/a
Employment Training	Employment Training	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0%	0	0	n/a

Fair Housing Services	Fair Housing Services	CDBG: $10,000 / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	280	56%	100	280 (This amount represents an estimate and the number will be updated after the subrecipient annual reports is submitted.)	280%
Health Services	Health Services	CDBG: $6,000 / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $129,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	201	72%	110	201 (This amount represents an estimate and the number will be updated after the subrecipient annual reports is submitted.)	183%

Rehabilitation, Single Unit Residential	Rehabilitation, Single Unit Residential	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $		Households Assisted	5	0	0%	0	0	n/a
Rehabilitation, Multi-Unit Residential	Affordable Housing Rehabilitation, Multi-Unit Residential	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $		Rental Units Rehabilitated	60	0	0%	50	0	n/a

Rehabilitation Administration	Rehabilitation Administration	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $		Other	5	0	0%	0	0	n/a
Affordable Housing Monitoring	Affordable Housing Monitoring	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $		Units Monitored	2500	510	20%	500	510	102%

Multi/Single Family Affordable Units Construction	Affordable Housing	CDBG: $ / General Fund: $ / Subrecipient funds, donations from individuals, foundations, and corporations: $		Units Constructed	136	0	0%	0	0	n/a

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following CDBG public service activities addressed Consolidated Plan high priority area of emergency food and shelter for the homeless and at risk homeless: Meals on Wheels (senior citizen meals), Yolo Community Care Continuum (supportive housing for adults with mental illness), Yolo Wayfarer Center (emergency shelter), Empower Yolo (emergency shelter, victims of domestic violence), Yolo Food Bank (food), STEAC (eviction prevention), and YCCA (Medi-Cal and CalFresh enrollment/retention). Legal Services of Northern California (fair housing services) addressed the high priority area of fair housing counseling while Northern California Children's Therapy Center (health care services) addressed the high priority area of health services.

The following CDBG construction activities addressed the Consolidated Plan high priority area of public facilities and improvements (general, including accessibility for physically disabled – ADA): CommuiCare Health Centers (Garden & Outdoor Class), New Hope Community Development Corporation (Cottonwood Meadows Phase S-1 Rehabilitation), City of Woodland (ADA Accessibility Program), Friends of the Mission (925 North Street Water Heater Efficiency), and Friends of the Mission (Walter's House Water Heater Efficiency). All of the construction activities with the exception of CommuniCare's Garden & Outdoor Class will be completed in Program Year 2021/22.

The following City activities addressed the Consolidated Plan high priority area of emergency food and shelter.

- The City participated with Yolo County and other cities in the Countywide Homeless Coordination Project to provide funding assistance for a countywide homeless coordinator and operation of Woodland's emergency shelter during the winter.

- Sheltering of vulnerable homeless during the COVID-19 pandemic started in March 2020 and continued until the Woodland program ended on June 30, 2021. Project Roomkey sheltered vulnerable homeless during the pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that made them vulnerable to complications if they contracted COVID-19, and COVID positive individuals requiring isolation were eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services initially at the two Woodland motels used for Roomkey. Subsequently, additional staff from Empower Yolo was assigned to Roomkey when staff from the Public Defender's office returned to their regular assignments.

  The City's Homeless Coordinator and other City staff supported Roomkey efforts which included placement of clients, tracking clients, engaging clients, providing service referrals, handling some of the food arrangements, delivering meals on the some of the holidays, and working with Yolo County staff, staff from the County's Coronavirus Response Operations Center, Woodland Memorial Hospital, CommuniCare's Hansen Family Health Center, motel managers from Roomkey sites, and on-site social service providers. In the initial months of Roomkey, City staff was available after hours and on weekends to place clients in Roomkey and deal with related issues. In the weeks leading up to Roomkey's closure in Woodland, the Homeless Coordinator worked with staff from the Yolo Wayfarer Center's shelter, Roomkey on-site staff (Empower Yolo), and individual Roomkey participants on housing/shelter options to minimize the number of clients exiting to vehicles or other unsheltered locations. These efforts ensured that none of the clients seeking housing/shelter went unsheltered when Project Roomkey ended.

The following City activities addressed the Consolidated Plan high priority area of youth services.

- The City leased the City Hall Annex building for youth theatre/dance programs at a cost of $1.

- The City provided scholarships for 178 youths from low income families to participate in swim lessons, SummerTime Fun Club, Summer Teen

Pack, and Fall Fun Club (distance learning program).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1922
Black or African American	131
Asian	90
American Indian or American Native	47
Native Hawaiian or Other Pacific Islander	12
Total	2202
Hispanic	1152
Not Hispanic	1050

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data detailed above is based on estimates as not all CDBG subrecipient annual reports have been submitted and will be updated before the CAPER is submitted to HUD. The data represents individuals since complete household data is not available.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	815,405	530,066.71
Competitive McKinney-Vento Homeless Assistance Act	public - federal	293,528	201,339.87
General Fund	public - local	161,890	161,890
Other	private	268,126	268,126
Other	public - local	1,227,000	1,227,000

Table 3 - Resources Made Available

Narrative

CDBG resources made available includes the Program Year 2020 entitlement amount of $513,364 and CDBG-CV (CARES Act) funds of $302,041. Program Year 2020 CDBG expenditures include expenditures for activities funded from prior program year entitlements. The "Other, private" represents non-governmental funds provided by CDBG subrecipients while the "Other, public-local" covers the City's financial support for construction of the new 100-emergency shelter at the northwest corner of East Beamer Street and County Road 102: approximately $1,000,000 in affordable housing in-lieu fees for construction, approximately $137,000 in housing assistance funds for pre-development costs, and $90,000 value of City land deeded to Friends of the Mission for the shelter.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Not applicable	Not applicable	Not applicable	Not applicable

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City did not designate target areas for Program Year 2020.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG funds were leveraged with $1,571,056 in private, state, and local funds.

1. Empower Yolo (Shelter Services) - $35,250 in California Office of Emergency Services grant, donations, and support from private foundations

2. Yolo Community Care Continuum (New Dimensions Supported Housing) - $12,177 from donations

3. Meals on Wheels Yolo County (Home Delivered Meals Program) - $33,125 from fundraising

4. Short Term Emergency Aid Committee (Woodland Homeless Prevention Program) - $34,300 in donations and support from private foundations

5. Yolo County Children's Alliance (Medical & CalFresh Enrollment & Retention) - $25,000 from California Association of Food Banks and California Coverage & Health Initiatives

6. Yolo Food Bank (Nourish Woodland) - $42,314 from individual and corporate donations, government and corporate grants

7. City of Woodland - $161,890 (estimated general fund, rental value for use of City Hall Annex, and Measure J sales tax revenues) for supporting homeless coordinator position, leasing the City Hall Annex at a cost of $1 to the Woodland Opera House for youth theatre/dance programs, and providing recreational scholarships for 178 youths from low income families for participation in swim lessons, Summer Time Fun Club, Summer Teen Pack, and Fall Fun Club (distance learning program).

8. City of Woodland - $1,227,000 (estimate) in affordable housing in-lieu fees revenue, housing assistance fund revenues, and estimated value of land dedication for the construction of a new emergency shelter for 100 single women and men at the East Beamer Way campus located at the northwest corner of East Beamer Way Street and County Road 102.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	26	26
Total	26	26

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	149	135 (This represents an estimate and the amount will be updated after submittal of subrecipient annual report.).
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	50	0
Number of households supported through Acquisition of Existing Units	0	0
Total	199	135

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

New Hope Community Development Corporation, the nonprofit development arm of Yolo County Housing, received CDBG funds for another phase of the rehabilitation of the Cottonwood Meadows senior citizen affordable housing complex. New Hope will combine its Program Year 2020/21 funds with funds awarded for Program Year 2021/22. The rehabilitation work will be completed in Program Year 2021/22.

Discuss how these outcomes will impact future annual action plans.

The need for affordable housing rehabilitation and in particular the construction of additional affordable housing units for the homeless and low-income households remains high. The City will continue to embrace opportunities to support affordable rehabilitation projects and the construction of new affordable housing units when possible. Currently, the City is working with nonprofits Friends of the Mission, Fourth & Hope, and Woodland Opportunity Village as well as Yolo County to develop a 61-unit permanent supportive housing project on City-owned land. The initial grading and utility connections have been completed for the project and a number of funding sources have been secured including $1.482 million in City affordable housing funds, a grant from Partnership HealthPlan of California, loans from the No Place Like Home Program, and funds from Dignity Health. Completion of the project will significantly increase the supply of PSH units in the community and 29 of the units will be provided with extensive services through Yolo County's full service partnership program (funded through the State Mental Health Services Act or MHSA). The Phase 2 infrastructure work for the project site began in July 2021 and this includes final grading; installation of sewer, water, electrical, and storm drain utilities; paving of sidewalks, curbs, gutters, parking spaces, and streets; and installation of lighting

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	116	Not applicable
Low-income	27	Not applicable
Moderate-income	40	Not applicable
Total	183	Not applicable

Table 7 – Number of Households Served

Narrative Information

The data in the above table represents estimates and will be updated after all subrecipient submit annual reports. The City is not a HOME grantee.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City provided funding assistance for four emergency shelters with CDBG and non-CDBG funds during the program year. (CDBG and Countywide Homeless Coordination Project funds were used for operation of the Yolo Wayfarer Center's emergency shelter.) The clients of the shelter operated by YWC and Empower Yolo (for victims of domestic violence) received case management and were connected with services whenever possible.

HUD awarded the City two HUD Continuum of Care renewal grants (Consolidated and Reallocation projects) in 2021 in the aggregate amount of $291,231 for permanent supportive housing to assist homeless families and individuals. The funds will be used to provide permanent supportive housing for homeless individuals and families at facilities operated by local non-profit Fourth & Hope.

The City's Homeless Coordinator and Homeless Outreach Street Team worked with non-profit service providers and the Yolo County Health Human Services Agency to connect homeless families and individuals to services and shelter whenever possible.

The City participated in Project Roomkey to shelter vulnerable homeless during the COVID-19 pandemic starting in March 2020 and continuing until the Woodland Roomkey program ended on June 30, 2021. Roomkey sheltered vulnerable homeless during the pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that made them vulnerable to complications if they contracted COVID-19, and COVID positive individuals requiring isolation were eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services initially at the two Woodland motels used for Roomkey. Subsequently, additional staff from Empower Yolo was assigned to Roomkey when staff from the Public Defender's office returned to their regular assignments.

The City's Homeless Coordinator and other City staff supported Roomkey efforts which included placement of clients, tracking clients, engaging clients, providing service referrals, handling some of the food arrangements, delivering meals on the some of the holidays, and working with Yolo County staff, staff from the County's Coronavirus Response Operations Center, Woodland Memorial Hospital, CommuniCare's Hansen Family Health Clinic, motel managers from Roomkey sites, and on-site social service providers. In the initial months of Roomkey, City staff was available after hours and on weekends to place clients in Roomkey and deal with related issues. In the weeks leading up to Roomkey's closure in Woodland, the Homeless Coordinator worked with staff from the Yolo Wayfarer Center's shelter, Roomkey on-site staff (Empower Yolo), and individual Roomkey participants on housing/shelter options to minimize the number of clients exiting to vehicles or other unsheltered locations. These efforts ensured that none of the clients seeking housing/shelter went unsheltered when Project Roomkey ended.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provided funding assistance for four emergency shelters with CDBG and non-CDBG funds during the program year. (CDBG and Countywide Homeless Coordination Project funds were used for the Yolo Wayfarer Center's emergency shelter.) The clients of the shelter operated by YWC and Empower Yolo (for victims of domestic violence) received case management and were connected with services whenever possible. The City partnered with Yolo County and the Yolo Wayfarer Center to operate a temporary emergency shelter for up to 30 single men and women at the old Yolo County Jail during the period of December 6, 2018 - June 30, 2020. Besides shelter, efforts were made to connect the shelter residents with services including enrollment in Medi-Cal, Cal Fresh, SSA Disability, and SSDI; obtaining identification cards and birth certificates; administering VI-SPDAT assessments (Vulnerability Index - Service Prioritization Decision Assistance Tool); and obtaining housing. At least 8 individuals were placed in permanent housing through June 30, 2020.

The City's Homeless Coordinator and Homeless Outreach Street Team worked with non-profit service providers and the Yolo County Health Human Services Agency to connect homeless families and individuals to services and shelter whenever possible.

The City participated in Project Roomkey to shelter vulnerable homeless during the COVID-19 pandemic starting in March 2020 and continuing until the Woodland Roomkey program ended on June 30, 2021. Roomkey sheltered vulnerable homeless during the pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that made them vulnerable to complications if they contracted COVID-19, and COVID positive individuals requiring isolation were eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services initially at the two Woodland motels used for Roomkey. Subsequently, additional staff from Empower Yolo was assigned to Roomkey when staff from the Public Defender's office returned to their regular assignments.

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Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after

being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City provided CDBG funding for the Yolo Community Care Continuum's New Dimensions Supportive Housing Program during the program year. The program provides housing and supportive services for adults with mental illnesses. A number of the clients have been homeless and/or at risk of homelessness. The City also funded the Short Term Emergency Aid Committee through the CDBG program. STEAC provided emergency cash assistance for overdue rent in order to prevent evictions for low-income Woodland residents. STEAC assisted also assisted homeless individuals and families return to housing with first month's rental assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City funded the Short Term Emergency Aid Committee through the CDBG program. Besides assisting low-income Woodland residents from being evicted, STEAC also provided funds to help homeless families and individuals move into permanent, long-term housing.

HUD awarded the City two HUD Continuum of Care renewal grants (Consolidated and Reallocation projects) in 2021 in the aggregate amount of $291,231 for permanent supportive housing to assist homeless families and individuals. The funds will be used to provide permanent supportive housing for homeless individuals and families at facilities operated by local non-profit Fourth & Hope.

The City participated in Project Roomkey to shelter vulnerable homeless during the COVID-19 pandemic starting in March 2020 and continuing until the Woodland Roomkey program ended on June 30, 2021. Roomkey sheltered vulnerable homeless during the pandemic in motels located in Woodland, West Sacramento, and Davis. Homeless individuals 65 or older, under 65 with underlying medical conditions that made them vulnerable to complications if they contracted COVID-19, and COVID positive individuals requiring isolation were eligible for Roomkey. For Woodland, the City initially funded the motel stays until Yolo County took over funding responsibility. Social workers from the Yolo County Public Defender's office and staff from local nonprofit Empower Yolo provided client services initially at the two Woodland motels used for Roomkey. Subsequently, additional staff from Empower Yolo was assigned to Roomkey when staff from the Public Defender's office returned to their regular assignments.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Yolo County Housing serves as the public housing authority for Yolo County and operates two public housing facilities in Woodland - Yolano Village (60 units) and Donnelly Circle (72 units). While the City's Program Year Action Plan did not include activities that directly address the needs of public housing, residents of Yolano and Donnelly may have benefitted from services provided through the following activities funded in the City's Action Plan: Short Term Emergency Aid Committee (rental assistance), and Northern California Children's Therapy Center (health care access for special needs children through early intervention).

City staff has conducted Measure J outreach with Yolo County Housing. Measure J is a sales tax measure approved by Woodland voters in 2014 and portion of the revenues generated by Measure J are used to provide partial scholarships for low income families to encourage their children's participation in summer recreation programs operated by the City. These programs include swim lessons, Summer Time Fun Club, Summer Teen Pack, and Fall Fun Club (distance learning program). In addition, the City operates a *Recreation to Go* van and the van visited the park adjacent to public housing (Yolano Village and Donnelly Circle) during the program year to provide recreational activities for children.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Woodland does not have oversight or governance jurisdiction over the local public housing authority (Yolo County Housing or YCH). However, YCH has taken a number of actions to facilitate resident involvement. YCH is governed on a day-to-day basis by a seven-member housing commission, which includes two resident commissioners. In addition, YCH staff facilitates Yolo County Housing Quarterly Resident Meetings for the residents of the Yolano Village (60 units) and Donnelly Circle (72 units) which are public housing developments located in Woodland. YCH provides opportunities for public housing residents to apply their housing choice voucher assistance to a home mortgage (monthly mortgage payments). The City operates a first time homebuyer loan assistance program for low income households and maintains an interest list for the program. When loan funding is available, the City contacts families on the interest list and invites them to participate in the City's program. Public housing residents are welcome to participate in the City's homebuyer loan assistance program.

Actions taken to provide assistance to troubled PHAs

Not applicable, the local public housing authority (Yolo County Housing) is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In August 2019, the Woodland City Council awarded a consultant agreement to Lisa Wise Consulting for a comprehensive update of the City's Zoning Ordinance and the update process began shortly afterwards. The objectives of the Zoning Ordinance update are detailed below.

The Zoning Ordinance update will serve to facilitate new development, particularly housing, through the provision of clear and understandable standards, guidelines, and procedures. An updated review process will assist staff and decision makers to allow qualified development with expedited review...That objective design standards will be provided so new housing projects that meet the criteria can move forward in an even more expedited fashion. The goal will be to reduce the front-end design/development costs for new housing projects." The City's proposed performance objectives for the project will be to reduce processing time by a minimum of 20 percent and result in an increase in new multi-family development by a minimum of 20 percent.

Work on the Zoning Ordinance update including adoption by the City Council is expected to be completed in late 2022/early 2023.

The City Council on January 17, 2020 amended the Zoning Ordinance to facilitate the construction of junior accessory dwelling units and accessory dwelling units. The ordinance was amended in order to be compliance 2019 state law changes. Key provisions of the amendment include the following.

• Requires local agencies to approve or deny an ADU project within 60 days. • Prohibits imposing minimum lot sizes. • For all ADUs requires only a 4-foot setback from side and rear lot lines. • Eliminates the requirement for replacement parking when a garage, carport, or covered parking that is demolished or converted to construct an ADU. • Requires one parking space per ADU that requires an ADU permit. • Allows for both an ADU and JADU on a single-family lot where access, setbacks, and other criteria are met. • Allows ADUs in multi-family projects, including conversion of space such as storage rooms, as well as the construction of up to two detached ADUs on the property. • City may not impose impact fees on ADUs under 750 square feet. • Cannot condition approval of the ADU on the applicant being he "owner-applicant" of either the primary or the ADU.

During the program year, the City permitted nine ADUs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

On December 15, 2020, the City County revised its $900,000 grant funding commitment for the 61-unit permanent supportive housing project by increasing the grant amount by $582,000 for a total grant funding commitment of $1,482,000. The City funds are derived from affordable housing in-lieu fees and Spring Lake Off-Site Affordable Housing fees. In addition to these funds, the City has been using a $679,972 grant from Partnership HealthPlan of California for construction and pre-development costs of the PSH project.

The City continues to fund a Homeless Coordinator position. The Homeless Coordinator who is a licensed mental health professional provides community outreach and coordination with internal/external partners on services, programs, and projects; and referrals to address community social service needs, including at-risk youth and individuals and families that are homeless or at risk of homelessness. Funding for the position is provided from the City's general fund and a State grant. The position works closely with social service providers and staff from Yolo County's Health and Human Services Agency. Starting in 2021, the homeless coordinator has been providing month trainings for staff at the Yolo Wayfarer Center's 100-bed emergency shelter 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.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In order to reduce lead-based paint hazards, the City of Woodland provides information and technical assistance to individuals undertaking home improvement projects. CDBG-funded construction activities that occurred during the program year did not involve the abatement of lead-based paint.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City funded program activities that addressed poverty-level families during the program year. These activities include Yolo Wayfarer Center (emergency shelter services), Short Term Emergency Aid Committee (rental assistance to prevent evictions), and Empower Yolo (shelter services for victims of domestic violence, sexual assault, stalking and trafficking). The activities operated by the Yolo Wayfarer Center and Empower Yolo include case management services to help families stabilize and ideally transition to permanent housing.

In addition to the above CDBG-funded activities, the City 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 and north of this is the location of the future treatment facility. The City served as developer for the shelter, provided funds in excess of $1,000,000 for design and construction of the project, and donated the land for the project.

The new shelter project was also designed to accommodate a day services program for individuals not staying at the shelter and services offer include three daily meals, resource/referral information, showers/restrooms, and laundry. Community partners that provide on-site services at the shelter include City of Woodland, County of Yolo Health and Human Services Agency, Legal Services of Northern California, Empower Yolo, CommuniCare Health Centers, Elica Health Centers, and University of California at Davis. A clinician is regularly on-site Mondays from 8 – 11:30 a.m. for walk-in support and linkages to community resources.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City participated with Yolo County and the cities in the county on the Countywide Homeless Coordination Project during the program year. This program provides funding assistance for a countywide homeless coordinator and the operation of a cold weather shelter (Yolo Wayfarer Center) in Woodland during the winter months. In addition, a City staff member represents the City at meetings of the local continuum of care, Yolo County Homeless and Poverty Action Coalition (HPAC).

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Homeless and Poverty Action (HPAC) serves as the continuum of care for Yolo County and became a nonprofit in 2021. A City staff member represents the City on HPAC's board of directors. HPAC has a number of responsibilities including the coordination of services and housing resources for the homeless. City staff participated in at least 20 HPAC general, technical subcommittee, data subcommittee, and other meetings during the program year.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In August 2019, the Woodland City Council awarded a consultant agreement to Lisa Wise Consulting for a comprehensive update of the City's Zoning Ordinance and the update process began shortly afterwards. The objectives of the Zoning Ordinance update are detailed below.

The Zoning Ordinance update will serve to facilitate new development, particularly housing, through the provision of clear and understandable standards, guidelines, and procedures. An updated review process will assist staff and decision makers to allow qualified development with expedited review...That objective design standards will be provided so new housing projects that meet the criteria can move forward in an even more expedited fashion. The goal will be to reduce the front-end design/development costs for new housing projects." The City's proposed performance objectives for the project will be to reduce processing time by a minimum of 20 percent and result in an increase in new multi-family development by a minimum of 20 percent.

Work on the Zoning Ordinance update including adoption by the City Council is expected to be completed in late 2022/early 2023.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City requires subrecipients to submit quarterly and annual reports on the progress and results of their activities. Because of the COVID-19 pandemic and need for most if not all subrecipients to take on additional responsibilities, the requirement for quarterly reports was suspended during Program Year 2020. Subrecipients reported data on the ethnicities and income levels of the beneficiaries of the CDBG-funded activities. Because City staff responsible for the CDBG program was assigned to Project Roomkey (sheltering of vulnerable homeless during the pandemic) starting in mid-March 2020 and continuing through June 2021 and tasked to the City team working on the development of a new homeless shelter, subrecipient monitoring visits did not occur during the program year. However, City staff did complete Davis-Bacon requirements during the program year. This included running debarment checks through the System for Award Management, conducting wage interviews in the field, and reviewing certified payrolls of construction projects subject to Davis-Bacon requirements to ensure compliance with Davis-Bacon wages and other labor-related provisions.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizen Participation Process

The City's CDBG Public Participation Plan requires that the CAPER be available for public comment for a minimum period of 15 days. The City published a notice (in English and Spanish) on September 2, 2021 in the local newspaper (Woodland Daily Democrat) on the availability of the CAPER and that public comments would be accepted through September 17, 2021. In addition, notification was provided that a public hearing would be held on September 21, 2021 before the Woodland City Council through a Zoom meeting to receive public comments on the CAPER. The notice included the phone number and email for the City staff contact.

Copies of the CAPER were made available at the Woodland City Hall, Community Development public counter (300 First Street, Woodland, CA 95695) and through the City's website (Community Services Department, CDBG section) starting on September 2, 2021.

The agenda packet for the September 21, 2021 City Council meeting was posted to the City's website starting on September 16, 2021 and the meeting agenda was posted to the City Hall outdoor display case on the same day. On September 21, 2021, the City Council approved the CAPER after holding a public hearing. Update after the September 21, 2021 public hearing.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not changed its CDBG program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable, the City is not a BEDI grantee.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City has not changed its CDBG program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable, the City is a BEDI grantee.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
List of Activities By Program Year And Project
WOODLAND,CA

REPORT FOR CPD PROGRAM: CDBG
PGM YR: 2018
Formula and Competitive Grants only

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2018	1	Yolo Community Care Continuum, Safe Harbor	470	Yolo Community Care Continuum, Safe Harbor	Open	CDBG	$63,000.00	$52,672.39	$10,327.61
		Project Total					**$63,000.00**	**$52,672.39**	**$10,327.61**
	2	Yolo Wayfarer Center, Shelter Courtyard Phase 2	471	Yolo Wayfarer Center, Shelter Courtyard Phase 2	Completed	CDBG	$81,965.00	$81,965.00	$0.00
		Project Total					**$81,965.00**	**$81,965.00**	**$0.00**
	3	City of Woodland, ADA Accessibility Program	472	City of Woodland, ADA Accessibility Program	Completed	CDBG	$188,421.68	$188,421.68	$0.00
		Project Total					**$188,421.68**	**$188,421.68**	**$0.00**
	4	Legal Services of Northern California, Fair Housing Services	473	Legal Services of Northern California, Fair Housing Services	Completed	CDBG	$10,000.00	$10,000.00	$0.00
		Project Total					**$10,000.00**	**$10,000.00**	**$0.00**
	5	Empower Yolo, Shelter Services	474	Empower Yolo, Shelter Services	Completed	CDBG	$8,000.00	$8,000.00	$0.00
		Project Total					**$8,000.00**	**$8,000.00**	**$0.00**
	6	Yolo Community Care Continuum, New Dimensions Supported Housing	475	Yolo Community Care Continuum, New Dimensions Supported Housing	Completed	CDBG	$9,000.00	$9,000.00	$0.00
		Project Total					**$9,000.00**	**$9,000.00**	**$0.00**
	7	Yolo Wayfarer Center, Emergency Shelter Services	476	Yolo Wayfarer Center, Emergency Shelter Services	Completed	CDBG	$12,000.00	$12,000.00	$0.00
		Project Total					**$12,000.00**	**$12,000.00**	**$0.00**
	8	City of Woodland, Social Services Manager	477	City of Woodland, Social Services Manager	Completed	CDBG	$4,994.61	$4,994.61	$0.00
		Project Total					**$4,994.61**	**$4,994.61**	**$0.00**
	9	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	478	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	Completed	CDBG	$8,000.00	$8,000.00	$0.00
		Project Total					**$8,000.00**	**$8,000.00**	**$0.00**
	10	Meals on Wheels Yolo County, Home Delivered Meals Program	479	Meals on Wheels Yolo County, Home Delivered Meals Program	Completed	CDBG	$10,649.00	$10,649.00	$0.00
		Project Total					**$10,649.00**	**$10,649.00**	**$0.00**
	11	Northern California Children's Therapy Center, Project HOPE	480	Northern California Children's Therapy Center, Project HOPE	Completed	CDBG	$6,000.00	$6,000.00	$0.00
		Project Total					**$6,000.00**	**$6,000.00**	**$0.00**
	12	Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention	481	Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention	Completed	CDBG	$6,000.00	$6,000.00	$0.00
		Project Total					**$6,000.00**	**$6,000.00**	**$0.00**
	14	CDBG Administration	482	CDBG Administration	Completed	CDBG	$98,042.38	$98,042.38	$0.00
		Project Total					**$98,042.38**	**$98,042.38**	**$0.00**
	Program Total					**CDBG**	**$506,072.67**	**$495,745.06**	**$10,327.61**
	2018 Total						**$506,072.67**	**$495,745.06**	**$10,327.61**
Program Grand Total						**CDBG**	**$506,072.67**	**$495,745.06**	**$10,327.61**

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
Grand Total							**$506,072.67**	**$495,745.06**	**$10,327.61**

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
List of Activities By Program Year And Project
WOODLAND,CA

REPORT FOR CPD PROGRAM: CDBG
PGM YR: 2019
Formula and Competitive Grants only

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2019	1	City of Woodland, Library ADA Restrooms Upgrade	483	City of Woodland, Library ADA Restrooms Upgrade	Open	CDBG	$60,000.00	$14,952.80	$45,047.20
		Project Total					**$60,000.00**	**$14,952.80**	**$45,047.20**
	2	Sacramento Valley Historical Railways, ADA Restroom Building	484	Sacramento Valley Historical Railways, ADA Restroom Building	Canceled	CDBG	$0.00	$0.00	$0.00
		Project Total					**$0.00**	**$0.00**	**$0.00**
	3	City of Woodland, ADA Accessibility Program	485	City of Woodland, ADA Accessibility Program	Open	CDBG	$205,000.00	$12,021.07	$192,978.93
		Project Total					**$205,000.00**	**$12,021.07**	**$192,978.93**
	4	New Hope Community Development Corporation, Cottonwood Meadows Phase 3	486	New Hope Community Development Corporation, Cottonwood Meadows Phase 3	Completed	CDBG	$65,000.00	$65,000.00	$0.00
		Project Total					**$65,000.00**	**$65,000.00**	**$0.00**
	5	CommuniCare Health Centers, Outdoor Wellness Space	487	CommuniCare Health Centers, Outdoor Wellness Space	Completed	CDBG	$8,700.00	$8,700.00	$0.00
		Project Total					**$8,700.00**	**$8,700.00**	**$0.00**
	6	Meals on Wheels Yolo County, Home Delivered Meals Program	488	Meals on Wheels Yolo County, Home Delivered Meals Program	Completed	CDBG	$9,250.00	$9,250.00	$0.00
		Project Total					**$9,250.00**	**$9,250.00**	**$0.00**
	7	Yolo Community Care Continuum, New Dimensions Supported Housing	489	Yolo Community Care Continuum, New Dimensions Supported Housing	Completed	CDBG	$7,026.00	$7,026.00	$0.00
		Project Total					**$7,026.00**	**$7,026.00**	**$0.00**
	8	Yolo Wayfarer Center, Emergency Shelter Services	490	Yolo Wayfarer Center, Emergency Shelter Services	Completed	CDBG	$10,250.00	$10,250.00	$0.00
		Project Total					**$10,250.00**	**$10,250.00**	**$0.00**
	9	Empower Yolo, Shelter Services	491	Empower Yolo, Shelter Services	Completed	CDBG	$6,750.00	$6,750.00	$0.00
		Project Total					**$6,750.00**	**$6,750.00**	**$0.00**
	10	City of Woodland, Social Services Manager	492	City of Woodland, Social Services Manager	Completed	CDBG	$6,000.00	$6,000.00	$0.00
		Project Total					**$6,000.00**	**$6,000.00**	**$0.00**
	11	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	493	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	Completed	CDBG	$6,000.00	$6,000.00	$0.00
		Project Total					**$6,000.00**	**$6,000.00**	**$0.00**
	12	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	494	Short Term Emergency Aid Committee, Woodland Homeless Prevention Program	Completed	CDBG	$7,500.00	$7,500.00	$0.00
		Project Total					**$7,500.00**	**$7,500.00**	**$0.00**
	13	Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention	495	Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention	Completed	CDBG	$6,000.00	$6,000.00	$0.00
		Project Total					**$6,000.00**	**$6,000.00**	**$0.00**

Plan Year	IDIS Project	Project	IDIS Activity ID	Activity Name	Activity Status	Program	Funded Amount	Draw Amount	Balance
2019	14	Northern California Children's Therapy Center, Project HOPE	496	Northern California Children's Therapy Center, Project HOPE	Completed	CDBG	$6,000.00	$6,000.00	$0.00
		Project Total					**$6,000.00**	**$6,000.00**	**$0.00**
	16	Legal Services of Northern California, Fair Housing Services	497	Legal Services of Northern California, Fair Housing Services	Completed	CDBG	$10,000.00	$10,000.00	$0.00
		Project Total					**$10,000.00**	**$10,000.00**	**$0.00**
	17	CDBG Administration	498	CDBG Administration	Completed	CDBG	$98,174.77	$98,174.77	$0.00
		Project Total					**$98,174.77**	**$98,174.77**	**$0.00**
	Program Total					**CDBG**	**$511,650.77**	**$273,624.64**	**$238,026.13**
	2019 Total						**$511,650.77**	**$273,624.64**	**$238,026.13**
Program Grand Total						**CDBG**	**$511,650.77**	**$273,624.64**	**$238,026.13**
Grand Total							**$511,650.77**	**$273,624.64**	**$238,026.13**

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open 10/15/1999 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/01/0001

Description:

ACTIVITY WAS FUNDED AND COMPLETED PRIOR TO GOING LIVE ON IDIS.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$3,241,108.28	$0.00	$0.00
		1989	B89MC060040		$0.00	$306,000.00
		1990	B90MC060040		$0.00	$298,000.00
		1991	B91MC060040		$0.00	$332,000.00
		1992	B92MC060040		$0.00	$356,000.00
		1993	B93MC060040		$0.00	$456,000.00
		1994	B94MC060040		$0.00	$494,281.57
		1995	B95MC060040		$0.00	$554,302.77
		1996	B96MC060040		$0.00	$444,523.94
		2004	B04MC060040		$0.00	$0.00
Total	**Total**			**$3,241,108.28**	**$0.00**	**$3,241,108.28**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner Total	Owner Hispanic	Renter Total	Renter Hispanic	Total Total	Total Hispanic	Person Total	Person Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		

Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2016
Project: 0003 - Empower Yolo Capital Project
IDIS Activity: 448 - Empower Yolo Capital Project

Status: Completed 11/24/2020 4:06:58 PM
Location: 175 Walnut St Woodland, CA 95695-3154

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 05/17/2017

Description:

The subrecipient will repair a damaged portion of its building's roof by removing tile and installing new underlayment felt, 1 x 2 batts, and matching "S" tile.
In addition, the subrecipient will replace a 2 ton heat pump outdoor unit that services the upstairs portion of the building.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060040	$19,000.00	$12,999.16	$19,000.00
		2018	B18MC060040	$1,997.84	$1,997.84	$1,997.84
Total	**Total**			**$20,997.84**	**$14,997.00**	**$20,997.84**

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	749	553
Black/African American:	0	0	0	0	0	0	35	0
Asian:	0	0	0	0	0	0	22	0
American Indian/Alaskan Native:	0	0	0	0	0	0	11	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	87	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**907**	**553**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	185
Moderate	0	0	0	722
Non Low Moderate	0	0	0	0
Total	0	0	0	907
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	Empower Yolo completed the HVAC portion of the activity with the installation of a new air conditioning unit on June 26. The City of Woodland's Building Division signed off on the work on July 25. It should be noted that the beneficiaries of the activity are the persons that receive services on an annual basis from Empower Yolo.	

PGM Year: 2017

Project: 0001 - Yolo Wayfarer Center - Shelter Courtyard

IDIS Activity: 455 - Yolo Wayfarer Center - Shelter Courtyard

Status: Completed 11/10/2020 4:36:52 PM
Location: 207 4th St Woodland, CA 95695-3501

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/01/2017

Description:

This activity will result in the expansion of an existing shade structure at the emergency shelter operated by the Yolo Wayfarer Center.
The structure will provide protection from the elements.
In addition, CDBG funding will be used to renovate an exterior restroom adjacent to the shade structure and to rehabilitate the men's restroom located in the interior of the shelter.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060040	$8,330.76	$0.00	$8,330.76
	PI			$33,669.24	$0.00	$33,669.24
Total	**Total**			**$42,000.00**	**$0.00**	**$42,000.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2018
Project: 0001 - Yolo Community Care Continuum, Safe Harbor

IDIS Activity: 470 - Yolo Community Care Continuum, Safe Harbor

Status: Open
Location: 584 Kentucky Ave Woodland, CA 95695-2779

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Health Facilities (03P)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/01/2019

Description:

The Yolo Community Care Continuum intends to replace exterior building fixtures, improve internal spaces that do not meet licensing requirements, and install efficiency upgrades to reduce the operating costs for service delivery at its Safe Harbor facility that serves mentally ill persons in crisis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060040	$63,000.00	$8,408.11	$50,437.39
Total	**Total**			**$63,000.00**	**$8,408.11**	**$50,437.39**

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2018
Project: 0002 - Yolo Wayfarer Center, Shelter Courtyard Phase 2
IDIS Activity: 471 - Yolo Wayfarer Center, Shelter Courtyard Phase 2

Status: Completed 11/24/2020 4:11:11 PM
Location: 207 4th St Woodland, CA 95695-3501

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/01/2019

Description:

The Yolo Wayfarer Center will enclose an existing courtyard area of approximately 800 square feet, install bathrooms and showers in the new building space, and create a medical exam room in the space.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060040	$3,491.90	$3,491.90	$3,491.90
		2016	B16MC060040	$1,353.10	$1,353.10	$1,353.10
		2017	B17MC060040	$2,564.65	$2,564.65	$2,564.65
		2018	B18MC060040	$74,555.35	$56,226.53	$74,555.35
Total	**Total**			**$81,965.00**	**$63,636.18**	**$81,965.00**

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	154	37
Black/African American:	0	0	0	0	0	0	48	1
Asian:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native:	0	0	0	0	0	0	6	1
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	10	2
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	13	4

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**235**	**45**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	235
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	235
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	The Yolo Wayfarer Center revised the scope for the project to focus on more immediate needs of the shelter such as rehabilitating restrooms, rehabilitating the laundry room and replacing equipment, and rehabilitating the office area which would include the addition of a caretaker's space. While funding was not sufficient to accomplish the full scope, the Yolo Wayfarer Center was able to rehabilitate the restrooms and work was completed in February 2020.	

PGM Year: 2018
Project: 0003 - City of Woodland, ADA Accessibility Program

IDIS Activity: 472 - City of Woodland, ADA Accessibility Program

Status: Completed 9/17/2020 7:48:48 PM
Location: 300 1st St Woodland, CA 95695-3413

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/01/2019

Description:

City of Woodland intends to design and construct an ADA accessible path for public use to individuals with disabilities.
The project is focused on high use corridors in the City.
Construction will vary according to the existing site conditions.
Existing sidewalks, driveways, or ramps will be removed and new ADA compliant facilities will be constructed.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060040	$188,421.68	$68,729.31	$188,421.68
Total	**Total**			**$188,421.68**	**$68,729.31**	**$188,421.68**

Proposed Accomplishments

Public Facilities : 12

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	402	322
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	31	0
American Indian/Alaskan Native:	0	0	0	0	0	0	10	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	78	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**525**	**322**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	525
Non Low Moderate	0	0	0	0
Total	0	0	0	525
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	The project resulted in the construction of seven ADA-compliant curb ramps on Beamer Street between Sutter Street and Jackson Street.	

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2020
WOODLAND

PGM Year: 2019
Project: 0001 - City of Woodland, Library ADA Restrooms Upgrade
IDIS Activity: 483 - City of Woodland, Library ADA Restrooms Upgrade

Status: Open
Location: 250 1st St Woodland, CA 95695-3411

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

ADA improvements will be constructed for the restrooms at the City of Woodland's public library.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC060040	$2,369.78	$2,369.78	$2,369.78
		2017	B17MC060040	$2,630.22	$2,630.22	$2,630.22
		2019	B19MC060040	$55,000.00	$9,952.80	$9,952.80
Total	**Total**			**$60,000.00**	**$14,952.80**	**$14,952.80**

Proposed Accomplishments

Public Facilities : 2

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2019

Project: 0002 - Sacramento Valley Historical Railways, ADA Restroom Building

IDIS Activity: 484 - Sacramento Valley Historical Railways, ADA Restroom Building

Status: Canceled 8/30/2021 7:31:18 PM
Location: 1120 Lincoln Ave Woodland, CA 95695-4116

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

An ADA compliant walkway will be constructed to connect the Historic Woodland Train Depot building with the ADA restrooms building.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2019
Project: 0003 - City of Woodland, ADA Accessibility Program
IDIS Activity: 485 - City of Woodland, ADA Accessibility Program

Status: Open
Location: 300 1st St Woodland, CA 95695-3413

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

ADA compliant curb ramps, sidewalks, and driveways will be constructed at approximately thirteen locations.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060040	$7,000.00	$6,253.07	$6,253.07
		2019	B19MC060040	$198,000.00	$0.00	$0.00
Total	**Total**			**$205,000.00**	**$6,253.07**	**$6,253.07**

Proposed Accomplishments

Public Facilities : 13

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2019

Project: 0004 - New Hope Community Development Corporation, Cottonwood Meadows Phase 3

IDIS Activity: 486 - New Hope Community Development Corporation, Cottonwood Meadows Phase 3

Status: Completed 7/19/2021 7:14:00 PM
Location: 120 N Cottonwood St Woodland, CA 95695-6665

Objective: Create suitable living environments
Outcome: Affordability
Matrix Code: Rehab; Multi-Unit Residential (14B)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

CDBG funds will be used to continue with the removalreplacement of the dry-rotted framing, the last two remaining staircases, T-1-11 siding and wood trimming and the painting of the Cottonwood Meadows apartment complex.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15MC060040	$965.00	$965.00	$965.00
		2017	B17MC060040	$5,000.00	$5,000.00	$5,000.00
		2019	B19MC060040	$59,035.00	$59,035.00	$59,035.00
Total	**Total**			**$65,000.00**	**$65,000.00**	**$65,000.00**

Proposed Accomplishments

Housing Units : 47

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	43	12	0	0	43	12	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	1	0	0	0	1	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	1	0	0	0	1	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
Total:	**46**	**12**	**0**	**0**	**46**	**12**	**0**	**0**
Female-headed Households:	25		0		25			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	21	0	21	0
Low Mod	24	0	24	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	46	0	46	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	Rehabilitation work for the affordable housing Cottonwood Meadows Phase 3 project was completed in October 2020. The completed work included replacement of the remaining two staircases, T-1-11 wood siding, and wood trim. Additional T-1-11 siding and wood trim will be need to be replaced in future construction phases.	

PGM Year: 2019
Project: 0005 - CommuniCare Health Centers, Outdoor Wellness Space

IDIS Activity: 487 - CommuniCare Health Centers, Outdoor Wellness Space

Status: Completed 11/24/2020 4:18:16 PM
Location: 215 W Beamer St Woodland, CA 95695-2510

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Health Facilities (03P)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/04/2019

Description:

CommuniCare will construct an outdoor wellness space at an area adjacent to the Hansen Family Health Center, a federally qualified health center that provides health services to low income Woodland residents.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC060040	$1,000.00	$1,000.00	$1,000.00
		2019	B19MC060040	$7,700.00	$7,700.00	$7,700.00
Total	**Total**			**$8,700.00**	**$8,700.00**	**$8,700.00**

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	767	522
Black/African American:	0	0	0	0	0	0	37	2
Asian:	0	0	0	0	0	0	56	0
American Indian/Alaskan Native:	0	0	0	0	0	0	17	8
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	9	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	17	6
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	10	0
Other multi-racial:	0	0	0	0	0	0	12	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	**0**	**0**	**0**	**0**	**0**	**0**	**925**	**538**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	768
Low Mod	0	0	0	139
Moderate	0	0	0	18
Non Low Moderate	0	0	0	0
Total	0	0	0	925
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	CDBG funding supported the acquisition and installation of compost and hardscape for CommuniCare's Garden and Outdoor Classroom (formerly referred to as the Outdoor Wellness Center). The majority of the materials have been installed and a final tamping to complete the decomposed granite trails will be done by the end of September 2020. The garden has been growing and harvesting produce since May 2020. Original projections anticipated annual harvest totaling 1,500 pounds. As of September 8, 2020, 1,450 pounds of fresh vegetables have been harvested and distributed to more than 900 low-income CommuniCare clients. The CommuniCare Garden and Outdoor Classroom is increasingly viewed as an asset to both CommuniCare affiliates (patients, clients, and staff) as well as the larger Woodland community. Growing community awareness has been accompanied by novel partnerships: for example, the garden is now a partner in the Yolo Healthy Parks, Healthy People initiative led by Yolo Healthy Aging Alliance, Putah Creek Council, and Cache Creek Conservancy; and the Woodland Tree Foundation has committed to donating trees and organizing a planting day to add shade trees throughout the landscape.	

PGM Year: 2019
Project: 0006 - Meals on Wheels Yolo County, Home Delivered Meals Program
IDIS Activity: 488 - Meals on Wheels Yolo County, Home Delivered Meals Program

Status: Completed 9/1/2020 3:11:21 PM
Location: 40 N East St Woodland, CA 95776-5900

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

The activity will provide hot, noontime meals and weekday safety checks for homebound, low income senior citizens.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$9,250.00	$3,754.48	$9,250.00
Total	**Total**			**$9,250.00**	**$3,754.48**	**$9,250.00**

Proposed Accomplishments

People (General) : 125

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	92	39
Black/African American:	0	0	0	0	0	0	6	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	3	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	30	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**134**	**39**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	49
Low Mod	0	0	0	32
Moderate	0	0	0	15
Non Low Moderate	0	0	0	38
Total	0	0	0	134
Percent Low/Mod				71.6%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	Meals on Wheels Yolo County delivered meals to 134 unduplicated Woodland residents during the reporting period, of whom 96 ranged from extremely low to to moderate income. All recipients received an assessment of well-being and needs and referrals to additional services. Between July 2019 and March 2020, the program provided a daily safety check to each of the weekday meal recipients. From March to June 2020, as a result of the COVID-19 pandemic, safety checks were only completed twice a week at meal delivery, in total, in over 200 meal-serving days, Meals on Wheels Yolo County delivered over 26,000 meals with the supplemental assistance of CDBG grant funding.	

PGM Year: 2019
Project: 0007 - Yolo Community Care Continuum, New Dimensions Supported Housing
IDIS Activity: 489 - Yolo Community Care Continuum, New Dimensions Supported Housing

Status: Completed 9/1/2020 3:09:46 PM
Location: 582 Kentucky Ave Woodland, CA 95695-2304

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

This activity provides housing and supportive services for adults who are at risk of homelessness and have a mental illness.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$7,026.00	$3,042.65	$7,026.00
Total	**Total**			**$7,026.00**	**$3,042.65**	**$7,026.00**

Proposed Accomplishments

People (General) : 29

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	21	5
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**27**	**5**

Female-headed Households:			0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	27
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	27
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The New Dimensions Supportive Housing Program has assisted 96% of its Woodland residents maintain their housing in order to prevent homelessness. New Dimensions assisted 94% of itsWoodland residents remain stable within the community and avoid hospitalization or utilization of crisis services. During the year New Dimensions assisted all of its residents increase their independent living skills and coping skills to keep them housed in Yolo Community Care Continuum housing. During the year none of the Woodland residents were incarcerated, meeting New Dimensions goal of 98% of its residents avoiding incarceration	

PGM Year: 2019

Project: 0008 - Yolo Wayfarer Center, Emergency Shelter Services

IDIS Activity: 490 - Yolo Wayfarer Center, Emergency Shelter Services

Status: Completed 11/24/2020 4:13:49 PM
Location: 207 4th St Woodland, CA 95695-3501

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

This activity provides emergency shelter and services for homeless individuals and families.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$10,250.00	$4,600.00	$10,250.00
Total	**Total**			**$10,250.00**	**$4,600.00**	**$10,250.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	168	0
Black/African American:	0	0	0	0	0	0	56	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	10	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	8	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**250**	**0**

Female-headed Households:				0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	250
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	250
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The Emergency Shelter Services program served 250 individuals, including 119 men, 106 women, and 23 children. There were 60 individuals (30% of Leavers) that exited to permanent housing. All participants received three meals per day, resource/referral services, and weekly case management.	

PGM Year: 2019
Project: 0009 - Empower Yolo, Shelter Services
IDIS Activity: 491 - Empower Yolo, Shelter Services

Status: Completed 9/1/2020 3:07:16 PM
Location: 175 Walnut St Woodland, CA 95695-3154

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

This activity will provide emergency food and shelter for the homeless, who are among the special population, victims of domestic violence.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$6,750.00	$6,750.00	$6,750.00
Total	**Total**			**$6,750.00**	**$6,750.00**	**$6,750.00**

Proposed Accomplishments

People (General) : 35

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	39	31
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	1
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**41**	**33**

Female-headed Households:	0	0	0	

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	41
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	41
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	There were significant challenges this year for Empower Yolo. COVID-19 increased barriers for victims, especially impacting their ability to leave. In the month of June, Empower Yolo's restraining order services more than doubled from the same period last year. As an agency, Empower Yolo's main priority is their clients' safety. Being able to provide emergency shelter to those in need is essential but Empower Yolo also needs to help clients with basic needs because individuals fleeing domestic violence often leave their personal belongings behind. Empower Yolo was able to financially assist clients to obtain copies of important documents that may be lost or have been left behind. The pandemic made that process more difficult as the Department of Motor Vehicles was not open and other businesses and government agencies were also closed. Everything took longer.	

PGM Year: 2019
Project: 0010 - City of Woodland, Social Services Manager
IDIS Activity: 492 - City of Woodland, Social Services Manager

Status: Completed 9/1/2020 6:42:21 PM
Location: 300 1st St Woodland, CA 95695-3413

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

The Social Services Manager position provides strategic planning; community outreach; coordination with internalexternal partners on services, programs, and projects; and referrals to address community social service needs, including individuals and families that are homeless or at risk of homelessness and at-risk youth.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$6,000.00	$6,000.00	$6,000.00
Total	**Total**			**$6,000.00**	**$6,000.00**	**$6,000.00**

Proposed Accomplishments

People (General) : 70

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	60	10
Black/African American:	0	0	0	0	0	0	12	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	2	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**83**	**10**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	83
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	83
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	During the COVID pandemic, the Social Services Manager assisted in placing 100+ vulnerable homeless individuals in emergency, non-congregate shelter (local motels) following guidelines from FEMA, CDC, Public Health and County Health and Human Services Agency. The Social Services Manager assisted with case managing those sheltered which included many behavioral concerns. This came with increased service requests to police and fire agencies. The Social Services Manager assisted in supporting line staff and resolving issues between motel staff (non-congregate shelter sites) and clients. The Social Services Manager also coordinated data on the sheltering effort with the City's Emergency Operations Center.	

PGM Year: 2019
Project: 0011 - Yolo Food Bank, Nourish Yolo Capacity Enhancement Project
IDIS Activity: 493 - Yolo Food Bank, Nourish Yolo Capacity Enhancement Project

Status: Completed 11/24/2020 4:12:58 PM
Location: 233 Harter Ave Woodland, CA 95776-5917

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Food Banks (05W)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/27/2019

Description:

This activity will collect, sort, store, and distribute food to food insecure individuals.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$6,000.00	$2,547.72	$6,000.00
Total	**Total**			**$6,000.00**	**$2,547.72**	**$6,000.00**

Proposed Accomplishments

People (General) : 500

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	500	260
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**500**	**260**

Female-headed Households:		0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	375
Low Mod	0	0	0	125
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	500
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The Nourish Yolo Capacity Expansion Project surpassed its goal of a 50 percent scale up in food recovery and distribution for the 2019 - 2020 fiscal year in the City of Woodland, with activity of more than three million pounds of food as of June 2020 provided to approximately 20,000 people. Countywide, more than six million pounds of food were distributed. Furthermore, the project enabled the addition, expansion, and re-location of food distributions in Woodland to meet community needs, especially as the COVID-19 crisis impacted food access during the spring. The Yolo Food Bank's service to its nonprofit partners in Woodland also has expanded, with enhanced service to existing partners and the addition of new partners. The Nonprofit Partner Organization Program now numbers 84 participants, a nearly fifteen percent increase over the prior year. Much of the increased activity is Woodland-based, including Woodland Volunteer Food Closet, Meals On Wheels - Yolo County, Fourth and Hope, Woodland Community College, Yolo Community Care Continuum, Community Housing Opportunities Corporation, and several faith-based food pantries.	

PGM Year: 2019

Project: 0013 - Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention

IDIS Activity: 495 - Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention

Status: Completed 11/24/2020 4:12:10 PM
Location: 25 N Cottonwood St Woodland, CA 95695-6609

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

The Yolo County Children's Alliance will assist low income individuals and families with Medical and CalFresh enrollment and retention.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$6,000.00	$3,020.30	$6,000.00
Total	**Total**			**$6,000.00**	**$3,020.30**	**$6,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	329	300
Black/African American:	0	0	0	0	0	0	6	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	26	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**364**	**300**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	312
Non Low Moderate	0	0	0	52
Total	0	0	0	364
Percent Low/Mod				85.7%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The Yolo County Children's Alliance assisted a total of 364 individual Woodland residents to either enroll in, maintain coverage with, access services of receive support navigating use of benefits with MediCal and Covered California health insurance and CalFresh nutrition assistance. This includes assisting seniors to become aware of their potential eligibility for Medi-Medi coverage and if interested, helping them to pursue this option.	

PGM Year: 2019

Project: 0016 - Legal Services of Northern California, Fair Housing Services

IDIS Activity: 497 - Legal Services of Northern California, Fair Housing Services

Status: Completed 9/1/2020 3:04:32 PM
Location: 619 North St Woodland, CA 95695-3237

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

Legal Services of Northern California will provide fair housing services.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$10,000.00	$5,000.00	$10,000.00
Total	**Total**			**$10,000.00**	**$5,000.00**	**$10,000.00**

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	121	24
Black/African American:	0	0	0	0	0	0	21	0
Asian:	0	0	0	0	0	0	9	1
American Indian/Alaskan Native:	0	0	0	0	0	0	24	11
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	7	3
Asian White:	0	0	0	0	0	0	1	1
Black/African American & White:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	89	82
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**280**	**122**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	183
Low Mod	0	0	0	90
Moderate	0	0	0	7
Non Low Moderate	0	0	0	0
Total	0	0	0	280
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The Fair Housing Project provided by Legal Services of Northern California (LSNC) assisted 280 Woodland residents with housing issues, including claims of housing discrimination. Staff attorneys assessed all housing cases to determine whether the case involved potential discrimination. After interviewing the 280 Woodland residents who sought assistance with housing problems, staff determined that clients described legitimate discrimination in 28 cases: disability 24, race 1, gender 1, source of income 1, and familial status 1. LSNC provided the following level of service for the 28 cases: counsel and advice 7, limited action 7, and negotiated settlement/representation 14. Due to COVID-19, LSNC staff is working remotely and handling all cases, including fair housing cases, via phone, email, and regular mail. LSNC also had to cancel the annual in-person fair housing conference due to the pandemic, but is considering alternative means of providing the training this fall.	

PGM Year: 2019
Project: 0017 - CDBG Administration
IDIS Activity: 498 - CDBG Administration

Status: Completed 9/2/2020 11:16:01 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/02/2019

Description:

CDBG funds will be used for administration of the City of Woodland's CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060040	$98,174.77	$31,703.35	$98,174.77
Total	**Total**			**$98,174.77**	**$31,703.35**	**$98,174.77**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2019
Project: 0018 - CV-Emergency Shelter Service Trailers
IDIS Activity: 499 - CV-Emergency Shelter Services Trailers

Status: Open
Location: 1901 East Beamer Street Woodland, CA 95776

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Homeless Facilities (not operating costs) (03C)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/30/2020

Description:

The City of Woodland intends to purchase commercial modular trailers to provide restrooms, showers, laundry, and food services at a homeless shelter that is under construction by the City on City-owned property.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060040	$302,041.00	$302,041.00	$302,041.00
Total	**Total**			**$302,041.00**	**$302,041.00**	**$302,041.00**

Proposed Accomplishments

Public Facilities : 100

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Total Funded Amount:	**$4,437,684.57**
Total Drawn Thru Program Year:	**$898,219.55**
Total Drawn In Program Year:	**$619,135.97**

PR06 - Summary of Consolidated Plan Projects for Report Year

Grantee: WOODLAND

Plan Year	Project Title and Description	Project Estimate	Commited Amount	Amt Drawn Thru Rpt Year	Amt Available to Draw	Amt Drawn in Rpt Year
2020	CommuniCare Health Centers Garden & Outdoor Class	$8,168.00	$0.00	$0.00	$0.00	$0.00
2020	New Home Community Dev Corp Cottonwood Meadows Rehab	$65,000.00	$0.00	$0.00	$0.00	$0.00
2020	City of Woodland ADA Accessibility Program	$200,000.00	$0.00	$0.00	$0.00	$0.00
2020	Friends of the Mission 925 North Street Water Heater Efficiency	$26,408.00	$0.00	$0.00	$0.00	$0.00
2020	Friends of the Mission Walter's House Water Heater Efficiency	$34,112.00	$0.00	$0.00	$0.00	$0.00
2020	Meals on Wheels Yolo County Home Delivered Meals Program	$11,000.00	$0.00	$0.00	$0.00	$0.00
2020	Yolo Community Care Continuum New Dimensions Supported Housing	$7,335.00	$0.00	$0.00	$0.00	$0.00
2020	Yolo Wayfarer Center Emergency Shelter Services	$11,000.00	$0.00	$0.00	$0.00	$0.00
2020	Empower Yolo Shelter Services	$7,335.00	$0.00	$0.00	$0.00	$0.00
2020	Yolo Food Bank Nourish Yolo Capacity Enhancement Project	$11,000.00	$0.00	$0.00	$0.00	$0.00
2020	Short Term Emergency Aid Comm Woodland Homeless Prevention Pgm	$6,000.00	$0.00	$0.00	$0.00	$0.00
2020	Yolo County Children's Alliance MediCal & CalFresh Enrollment/Retention	$7,334.00	$0.00	$0.00	$0.00	$0.00
2020	Northern California Children's Therapy Center Project HOPE	$6,000.00	$0.00	$0.00	$0.00	$0.00
2020	Legal Services of Northern California Fair Housing Services	$10,000.00	$0.00	$0.00	$0.00	$0.00

Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2020
WOODLAND , CA

DATE: 09-09-21
TIME: 17:51
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	0.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	0.00
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	285,391.62
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	285,391.62
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	31,703.35
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	317,094.97
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	(317,094.97)
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	220,391.62
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	220,391.62
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	77.22%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	34,715.15
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	34,715.15
32 ENTITLEMENT GRANT	0.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	0.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	0.00%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	31,703.35
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	31,703.35
42 ENTITLEMENT GRANT	0.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	0.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.00%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	4	486	New Hope Community Development Corporation, Cottonwood Meadows Phase 3	14B	LMH	$65,000.00
				14B	**Matrix Code**	**$65,000.00**
Total						**$65,000.00**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	2	471	6404426	Yolo Wayfarer Center, Shelter Courtyard Phase 2	03C	LMC	$51,671.18
2018	2	471	6433714	Yolo Wayfarer Center, Shelter Courtyard Phase 2	03C	LMC	$11,965.00
					03C	**Matrix Code**	**$63,636.18**
2018	3	472	6404426	City of Woodland, ADA Accessibility Program	03L	LMC	$68,729.31
2019	3	485	6404426	City of Woodland, ADA Accessibility Program	03L	LMC	$4,748.06
2019	3	485	6433714	City of Woodland, ADA Accessibility Program	03L	LMC	$1,309.99
2019	3	485	6467999	City of Woodland, ADA Accessibility Program	03L	LMC	$195.02
					03L	**Matrix Code**	**$74,982.38**
2018	1	470	6404426	Yolo Community Care Continuum, Safe Harbor	03P	LMC	$8,408.11
2019	5	487	6433714	CommuniCare Health Centers, Outdoor Wellness Space	03P	LMC	$8,700.00
					03P	**Matrix Code**	**$17,108.11**
2016	3	448	6433714	Empower Yolo Capital Project	03Z	LMC	$14,997.00
2019	1	483	6404426	City of Woodland, Library ADA Restrooms Upgrade	03Z	LMC	$13,832.80
2019	1	483	6433714	City of Woodland, Library ADA Restrooms Upgrade	03Z	LMC	$1,120.00
					03Z	**Matrix Code**	**$29,949.80**
2019	6	488	6404426	Meals on Wheels Yolo County, Home Delivered Meals Program	05A	LMC	$3,754.48
					05A	**Matrix Code**	**$3,754.48**
2019	9	491	6404426	Empower Yolo, Shelter Services	05G	LMC	$6,750.00
					05G	**Matrix Code**	**$6,750.00**
2019	16	497	6404426	Legal Services of Northern California, Fair Housing Services	05J	LMC	$5,000.00
					05J	**Matrix Code**	**$5,000.00**
2019	7	489	6404426	Yolo Community Care Continuum, New Dimensions Supported Housing	05O	LMC	$3,042.65
					05O	**Matrix Code**	**$3,042.65**
2019	11	493	6404426	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	05W	LMC	$1,004.74
2019	11	493	6433714	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	05W	LMC	$1,542.98
					05W	**Matrix Code**	**$2,547.72**
2019	8	490	6404426	Yolo Wayfarer Center, Emergency Shelter Services	05Z	LMC	$3,100.00
2019	8	490	6433714	Yolo Wayfarer Center, Emergency Shelter Services	05Z	LMC	$1,500.00
2019	10	492	6404426	City of Woodland, Social Services Manager	05Z	LMC	$6,000.00
2019	13	495	6433714	Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention	05Z	LMC	$3,020.30
					05Z	**Matrix Code**	**$13,620.30**
Total							**$220,391.62**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2019	6	488	6404426	No	Meals on Wheels Yolo County, Home Delivered Meals Program	B19MC060040	EN	05A	LMC	$3,754.48
								05A	**Matrix Code**	**$3,754.48**
2019	9	491	6404426	No	Empower Yolo, Shelter Services	B19MC060040	EN	05G	LMC	$6,750.00
								05G	**Matrix Code**	**$6,750.00**
2019	16	497	6404426	No	Legal Services of Northern California, Fair Housing Services	B19MC060040	EN	05J	LMC	$5,000.00
								05J	**Matrix Code**	**$5,000.00**
2019	7	489	6404426	No	Yolo Community Care Continuum, New Dimensions Supported Housing	B19MC060040	EN	05O	LMC	$3,042.65
								05O	**Matrix Code**	**$3,042.65**
2019	11	493	6404426	No	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	B19MC060040	EN	05W	LMC	$1,004.74
2019	11	493	6433714	No	Yolo Food Bank, Nourish Yolo Capacity Enhancement Project	B19MC060040	EN	05W	LMC	$1,542.98
								05W	**Matrix Code**	**$2,547.72**
2019	8	490	6404426	No	Yolo Wayfarer Center, Emergency Shelter Services	B19MC060040	EN	05Z	LMC	$3,100.00
2019	8	490	6433714	No	Yolo Wayfarer Center, Emergency Shelter Services	B19MC060040	EN	05Z	LMC	$1,500.00
2019	10	492	6404426	No	City of Woodland, Social Services Manager	B19MC060040	EN	05Z	LMC	$6,000.00

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2019	13	495	6433714	No	Yolo County Children's Alliance, MediCal & CalFresh Enrollment/Retention	B19MC060040	EN	05Z	LMC	$3,020.30
								05Z	**Matrix Code**	**$13,620.30**
				No	**Activity to prevent, prepare for, and respond to Coronavirus**					**$34,715.15**
Total										**$34,715.15**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	17	498	6404426	CDBG Administration	21A		$31,703.35
					21A	**Matrix Code**	**$31,703.35**
Total							**$31,703.35**

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: J.13
SUBJECT: Presentation on the Yolo County HHSA CRISIS NOW

Recommendation for Action: Staff recommends that the City Council (1) receive a presentation from Yolo County Health & Human Services Agency (HHSA) Director Karen Larsen on the CRISIS NOW program; and (2) direct staff to pursue an MOU and services contract with HHSA for Council consideration at a subsequent Council meeting.

Staff Contact:
Derrek Kaff, Police Chief, (530) 661-7865, Derrek.Kaff@cityofwoodland.org

Council Goals:
Partnership with Yolo County and participants in the CRISIS NOW program will direct support the following Council goals:

- City Council Goal #1 – Improve Quality of Life
- City Council Goal #3 – Strengthen Public Safety & Infrastructure

Background:
Ms. Larsen's presentation will begin with a history of crisis response in Yolo County, the continuum of crisis, current available services and the vision for CRISIS NOW. The presentation will also include the following elements of CRISIS NOW:

- Performance measurements
- Outcome Tracking
- Projections on crisis calls, bed needs, costs by payer category (including funding gaps)
- Implementation timeline

Conclusion:
Staff recommends that the City Council (1) receive a presentation from Yolo County Health & Human Services Agency (HHSA) Director Karen Larsen on the CRISIS NOW program; and (2) direct staff to pursue an MOU and services contract with HHSA for Council consideration at a subsequent Council meeting.

Prepared by: Elle Murphy, Senior Management Analyst (Police)

Reviewed by: Anthony Cucchi, Deputy Police Chief
Derrek Kaff, Police Chief

Ken Hiatt
City Manager

Attachments:
None

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 21, 2021
ITEM #: J.14
SUBJECT: Council Priority Goals and Strategic Actions for 2021-2022

Recommendation for Action: Staff recommends that the City Council receive an update on its Priority Goals and Strategic Actions for 2021-2022.

Fiscal Impact

As an informational report, there is no direct fiscal impact associated with this staff report. However, going forward, progress toward and implementation of the Council's priority goals will directly impact priorities for the upcoming FY 21/22 budget process as well as funding priorities over the next several years. To the extent that identified priority projects and initiatives require resources beyond those currently appropriated, staff will return to Council for subsequent action related to funding allocations, as appropriate.

Background

On February 20th the City Council held a special meeting to conduct a study session to review and update priority goals and identify strategic actions to advance during the 2021-2022 Council session. The scheduling of this study session coincided with the constitution of the new City Council and officers, formally sworn-in over the past several months.

Establishing explicit City Council goals and priorities for the next several years is important in several respects. First, the goals set by the Council will continue to be the basis for assessing progress made in addressing the most important issues facing the city and community. Additionally, clearly articulated Council priorities will assist in ensuring the City's limited resources are focused on those initiatives and programs that contribute most directly to the outcomes envisioned in advancing city priorities.

Discussion:

At the February 20th Council retreat, Council members provided comment and feedback on priority goals and strategic initiatives across each of the primary policy areas that make up the Council's goals framework.

Building off the Council input during the retreat, the City Council adopted a Priority Goals and Strategic Actions document for 2021-22 that was adopted on March 16th. The established 2021-2022 goals will serve as the foundation for focusing on financial and staff resources for the next two years. The following summarizes the four goal areas as well as the key priority initiatives for the next two years the Council discussed at the retreat and reflected within the adopted Priority Goals and Strategic Actions document.

Goal Area 1: Quality of Life

Preserve and enhance Woodland as an inclusive community that offers an exceptional place to live, learn, work, play, and engage for current and future generations.

Strategic Initiatives (2021-22)

- Youth Master Plan
- Woodland Promise Program
- East Beamer Way Campus Project
- Advance construction of second aquatic complex

- Woodland Regional Park
- Improve/Expand Sporks Fields
- Library Improvements
- Neighborhood Traffic Calming
- Strengthen Code Enforcement
- Create multi-cultural food events
- Formalize volunteer and internship programs
- Improve citizen engagement
- Promote engagement/awareness through improved and multi-lingual communications
- Evaluate different models to deliver impactful and inclusive programming to reach more residents
- Address community needs for child care (baby-K, K-6th)

Goal Area 2: Economic Development / Downtown Revitalization
Support a vibrant economy throughout the city with a diversified economic base offering a range of employment opportunities and business services. Revitalize Downtown as the heart of the community and center of civic activity.

Strategic Initiatives (2021-22)

- Establish Food & Ag Innovation Lab (Lab@AgStart)
- Complete entitlement / annex Research and Technology Park
- Support construction of new industrial space
- Comprehensive zoning update
- Enhance Promotion of Woodland as a destination
- Outdoor dining “parklets”
- Lighting, landscaping, public art enhancements
- JAPA parking management technology pilot
- Shop + Eat local campaign
- Establish workforce development programs(s) that align with local industry needs
- Strengthen communication and engage with businesses in all sectors and geographic areas
- Implement new marketing, events, and promotions that drive increased business activity and hotel stays

Goal Area 3: Public Safety / Infrastructure
Ensure Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the protection of our community from risk or harm.

Strategic Initiatives (2021-22)

- Update strategic plans for Police and Fire
- Advocate for legislative changes to criminal justice system
- Redefine and reinvigorate YGRIP collaboration
- Invest in programs to reduce gun violence
- Increase traffic enforcement and strategic deployment of public safety patrols
- Expand volunteer and neighborhood watch programs
- Reaffirm service delivery model and determine funding plan for relocation of fire station 3
- Complete stormdrain outfall channel improvement / expansion
- Continue to leverage state funding for reconstruction of major roadway corridors

- Evaluate industry best practices in public safety service delivery models, and identify potential opportunities to adapt / expand capacities
- Complete Lower Cache Creek Flood Study
- Advocate to State for maintenance of Cache Creek
- Educate citizens on flood risks and importance of flood protection and secure funding for design and construction of the Woodland Flood Protection Project
- Continue to invest in projects to improve the efficiency and resiliency of the City's water system

Goal Area 4: Governance / Fiscal Responsibility
Promote a local government and city organization that is committed to transparency and fiscal responsibility while meeting the needs of the community with effective delivery of services.

Strategic Initiatives (2021-22)

- Improve and expand access to public information and constituent services
- Expand community volunteer programs
- Invest in technologies to improve service delivery and organizational efficiencies
- Improve collaboration with partner agencies and community organizations
- Continue to work with labor groups to address unfunded liabilities while ensuring adequate benefits
- Continue to pursue opportunities for restructuring existing debt obligations to reduce burden on existing community
- Conduct comprehensive evaluation of existing communication efforts and develop coordinated plan / framework to ensure timely and broad-based dissemination of information
- Evaluate City's Boards and Commissions and strengthen alignment with Council priorities
- Maintain balanced budget while strategically invest in projects and programs that yield long-term fiscal, social, and/or environmental returns

This set of priority goals reflects an ambitious set of actions to focus on during the 2-year Council goal timeframe. Just six months since adoption, significant progress has been made in each of these priority areas. Staff will present an overview during the Council meeting on the progress to date and update timeframes for when many of these items can be projected to be completed or initiated.

Conclusion:
Progress in advancing Council goals is best achieved when there is consensus around community priorities, alignment of resources and shared focus across the Council, staff and our boards and commissions. Staff applauds the Council's continued interest in establishing priority goals and the support for building the organizational capacity critical to achieving these priorities.

Ken Hiatt
City Manager

Attachments:
1. Council Goals & Strategic Plan 2021-22 graphic

DESTINATION 2023

Woodland City Council
Priority Goals & Strategic Plan

Improve Quality of Life

Preserve and enhance Woodland as an inclusive community that is an exceptional place to live, learn, work play, and engage for current and future generations

Focus on Economic Development & Downtown

Support a vibrant economy throughout town with a diverse economic base offering a range of employment opportunities and business services.

Revitalize Downtown as the heart of the community and center of civic activity.

Strengthen Public Safety & Infrastructure

Ensure that Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that protects our community from risk and harm.

Enhance Governance & Fiscal Responsibility

Promote a local government and city organization that is committed to transparency and fiscal responsibility while meeting the needs of the community with effective delivery of services and information.