



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

November 16, 2021
6:00 PM

CITY COUNCIL - AMENDED TO ADD CLOSED SESSION AND ITEM NO. 15 RELATED TO AB361

PLEASE NOTE: The November 16, 2021 Woodland City Council meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing.

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

Or Phone: US: +16699006833,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833
Meeting ID: 997 5902 6181

CLOSED SESSION
5:00 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: Small Business Saturday Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim Saturday, November 27, 2021 as "Small Business Saturday" in Woodland

4. SUBJECT: Soroptomist International of Woodland Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation declaring November 16, 2021 as Soroptimist International of Woodland Day in Woodland, California.

5. SUBJECT: Fire Department Quarterly Status Report for the Period of July 2021 through September 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for July 2021 through September 2021.

6. SUBJECT: Police Department Quarterly Status Report for the period of July 2021 through September 2021.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for July 2021 through September 2021.

7. SUBJECT: Adoption of Fireworks Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1676, An Ordinance of the City of Woodland amending Chapter 8.20 of the Woodland Municipal Code regarding fireworks.

8. SUBJECT: Consultant Agreement with UNICO Engineering for the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment no. 1 to the consultant agreement for construction inspection services with UNICO Engineering for an amount of \$116,582.53 and authorize the City Manager to execute the agreement.

9. SUBJECT: Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications, and authorizing bid advertisement for the Storm Drainage Outfall Channel Outlet Structure Project (the Yolo Bypass West Levee Culvert Replacement Project), CIP 20-06.

10. SUBJECT: Waste Management Annual Rate Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) receive the Waste Management 2022 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2022 rate adjustments approved.

11. SUBJECT: CalPERS Resolution Making Elections Under the Public Employees' Medical and Hospital Care Act (PECHMA) with respect to a recognized employee organization 701 Non-PERS City Council.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Electing to be Subject to the Public Employees' Medical and Hospital Care Act (PECHMA) at an Equal Amount for Employees and Annuitants with respect to a recognized employee organization 701 Non-PERS City Council.

12. SUBJECT: Amendment No. 2 to Communications Site Lease Agreement with MetroPCS, LLC

RECOMMENDATION FOR ACTION: Approve Amendment No. 2 to Communications Site Lease Agreement with MetroPCS, LLC

13. SUBJECT: Fee Deferral Agreement - Courtyard by Marriott

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral Agreement with Woodland Partners I, LLC and Woodland Lodging.

14. SUBJECT: Fee Deferral Agreement - Hilton Home2 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 Agreement with Woodland Partners II, LLC and Woodland Lodging.

15. SUBJECT: Findings and Determinations under AB 361 for the Continuation of Virtual Meetings

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, making findings and determinations under AB 361 for the continuation of virtual meetings.

I. PUBLIC HEARINGS

16. SUBJECT: Consideration of an Amendment to Chapter 17.110 of the City's Zoning Ordinance related to Commercial Cannabis Retail Use in the City of Woodland and an Amendment to Chapter 5.28 of the Municipal Code related to Cannabis Business Permits

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Receive a Report;
2. Conduct a public hearing;
3. Find that neither of these Ordinances constitute a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061 (b) (3) of Title 14 of the California Code of Regulations as set forth in this Ordinance;
4. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 17.110 of the City of Woodland Zoning Code, Exhibit B of the Interim Zoning Code, and Table 8.1 of the Downtown Specific Plan;
5. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 5.28 of the City of Woodland Municipal Code related to Cannabis Business Permits; and
5. Adopt Resolution No. _____ to update Regulatory Permit Fees related to cannabis businesses.
6. Provide input and recommendation concerning the conditional use permit application evaluation process.

J. REPORTS OF THE CITY MANAGER

17. SUBJECT: Sale and Related Documents for the Woodland Finance Authority, Water Revenue Bonds, Series 2021

RECOMMENDATION FOR ACTION: Staff recommends that (1) the City Council adopt Resolution No. _____, Approving the Issuance by the Woodland Finance Authority of Water Revenue Refunding Bonds; Approving the Forms of and Authorizing Execution and Delivery of a Third Supplemental Installment Purchase Contract, a Bond Purchase Contract, and a Continuing Disclosure

Certificate; and Authorizing Related Actions and Matters, and (2) that the Board of the Woodland Finance Authority adopt Resolution No. _____, Approving the Forms of and Authorizing the Execution and Delivery of the Third Supplemental Installment Purchase Contract, the Fourth Supplemental Trust Agreement, and the Bond Purchase Contract; Authorizing the Issuance of Bonds; Approving the Form of the Official Statement and the Distribution Thereof, and Approving Other Actions Related to the Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021.

18. SUBJECT: Fiscal Year 2021/22 Quarterly Budget Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational report representing the FY2021/22 First Quarter Budget Update.

19. SUBJECT: Rotation of Mayor and Mayor Pro Tempore

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the following year, effective at the first meeting in December 2021.

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, November 16, 2021 was posted on Friday, November 12, 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: November 16, 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. Report (Body)'

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

DECEMBER 7TH

REGULAR MEETING

Consent Calendar

City Council Meeting Minutes of November 2, 2021 and November 16, 2021

Approve water system contract with BSK Associates for 2022 water quality testing services

Cannabis Zoning Ordinance – 2nd reading

Cannabis Permit Ordinance – 2nd reading

Quarterly Treasurer's Report

Sympro Contract Approval

Animal Services Contract

Prudler Subdivision Sports Park CFD Annexation Intent Meeting

Prudler Subdivision Services CFD Formation Intent Meeting

Approve plans & specs and Authorize Bidding for the 2022 Water and Sewer Replacement Project; CIP# 21-01

Permanent Supportive Housing; Approve budget appropriation and increase contract contingency; CIP #19-22

2nd Reading - Amendment to Chapter 17.110 related to Commercial Cannabis Retail Use and

Amendment to Chapter 5.28 of the Municipal Code related to Cannabis Business Permits

Job description updates:

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

Public Hearing

Water/Sewer Rate Ordinance – 1st reading

Regular Calendar

SB 1383 Update and Food Recovery Ordinance - 1st reading

Tree Ordinance Amendments Update

DECEMBER 21ST

REGULAR MEETING

SB 1383 Food Recovery Ordinance – 2nd reading

AB1600 Annual Report

Measure J Annual Report

Measure F Annual Report

Sports Park CFD SB165 Annual Report

SB 9 California Housing Opportunity and More Efficiency Act - Urgency Ordinance

Council Committee Assignments

2022 Council Calendar / Meeting Schedule

JANUARY 4TH

REGULAR MEETING

City Council Meeting Minutes of December 7, 2021 and December 21, 2021

Water/Sewer Rate Ordinance – 2nd reading

Public Hearings – Prudler Services CFD and Sports Park CFD Annexation
Woodland Research Technology Park – EIR Specific Plan Adoption

Future Topics / Study Sessions:

Presentation on 2020 Census Data (January)
Outdoor Dining Parklet - Temporary Ordinance (TBD)
Waste Management Residential Smart Truck (TBD)
Rule 20A Undergrounding District (TBD)
Comprehensive Zoning Update (Spring/Summer 2022)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.3
SUBJECT: Small Business Saturday Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim Saturday, November 27, 2021 as "Small Business Saturday" in Woodland

Staff Contact:

Stephanie Burgos, Business Engagement and Marketing Specialist, stephanie.burgos@cityofwoodland.org

Background:

Woodland's small businesses continue to build community pride and contribute to the local economy despite a challenging ongoing public health situation. Previous City Councils have declared the Saturday following Thanksgiving as "Small Business Saturday" as part of a nationwide campaign to "shop small and eat local." This year presents another opportunity to recognize and support our local businesses.

Discussion:

The City of Woodland is particularly well-positioned to recognize our small businesses because they represent such an important part of our community. For instance:

- More than 80% of Woodland businesses have ten or fewer employees
- More than 60% of Woodland businesses have five or fewer employees
- Many of Woodland's restaurants are independently-owned small businesses and feature diverse cuisines representing nearly fifteen countries.

Conclusion:

Staff recommends that the City Council proclaim Saturday, November 27, 2021 as "Small Business Saturday" in Woodland

Prepared by: Stephanie Burgos, Business Engagement and Marketing Specialist
Spencer Bowen, Communications Manager and Policy Analyst

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Ken Hiatt
City Manager

Attachments:

1. 2021 Shop Small Saturday Proclamation COW

**CITY OF WOODLAND
PROCLAIMING SATURDAY, NOVEMBER 27, 2021
AS SMALL BUSINESS SATURDAY**

- Whereas,** the City of Woodland celebrates our small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States that represent 99.7% of all firms with paid employees in the United States and are responsible for 64.9% of net new jobs created from 2000 to 2018; and
- Whereas,** according to the US Census, more than 80% of Woodland’s businesses have ten or fewer employees, and 60% have five or fewer employees, making our small business community the backbone of Woodland’s economy; and
- Whereas,** Woodland has a higher percentage of women-owned businesses than the Yolo County average, and many of Woodland’s restaurants are independently-owned small businesses and feature cuisines from nearly fifteen different countries; and
- Whereas,** according to the United States Small Business Administration, 65% of U.S. small business owners said it would be most helpful to their business to have their “regulars” return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; and
- Whereas,** 96% of consumers who shopped on Small Business Saturday® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and
- Whereas,** 95% of consumers who shopped on Small Business Saturday reported that the event makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and
- Whereas,** the City of Woodland supports our local businesses that create jobs, boost our local economy, and preserve our communities; and
- Whereas,** advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland does hereby proclaim November 27, 2021, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

DATED: November 16, 2021

Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tempore

Tania Garcia Cadena, Council Member

Vicky Fernandez, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.4
SUBJECT: Soroptomist International of Woodland Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a proclamation declaring November 16, 2021 as Soroptomist International of Woodland Day in Woodland, California.

Prepared by: Ana B. Gonzalez, City Clerk

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

Ken Hiatt
City Manager

Attachments:

1. Soroptomist 100th-anniversary-proclamation

CITY OF WOODLAND

SOROPTIMIST INTERNATIONAL OF WOODLAND PROCLAMATION

WHEREAS, the Soroptimist organization, founded on October 3, 1921, works to economically empower women and girls through access to education; and

WHEREAS, the Soroptimist International of Woodland was formed in 1946; and

WHEREAS, the Soroptimist International of Woodland has been an integral part of Woodland's community for the past 75 years; and

WHEREAS, the Soroptimist International of Woodland has improved the lives of Woodland's women and girls by:

- Disbursing annually the *Soroptimist Live Your Dream Awards*® to local women to help them get the education and training they need to improve their employments prospects and economic standing
- Awarding scholarships to high school seniors to assist with continuing their education
- Holding *Dream It, Be It* Career Support Programs for teen girls
- Providing Rescue Backpacks for human trafficking victims
- Promoting literacy by implementing the *ABC (A Book for every Child) Program* for local kindergarteners

NOW, THEREFORE, be it resolved that the City Council of the City of Woodland, does hereby proclaim November 16, 2021, Soroptimist International of Woodland Day throughout Woodland, CA.

FURTHERMORE, the Woodland City Council extends congratulations to the Soroptimist for its 100th anniversary and to celebrate the Woodland club for their 75 years of contributions to our community.

DATED: November 16, 2021

Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tempore

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.5
SUBJECT: Fire Department Quarterly Status Report for the Period of July 2021 through September 2021

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for July 2021 through September 2021.

Staff Contact:

Eric Zane, Fire Chief - 661-5861, eric.zane@cityofwoodland.org

Background:

The Fire Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council now receives status reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for July 2021 through September 2021.

Prepared by: Jeran Ulrich, Management Analyst

Reviewed by: Eric Zane, Fire Chief

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Ken Hiatt
City Manager

Attachments:

1. Quarterly Report- Jul-Sept 2021



QUARTERLY REPORT

JULY 1-SEPTEMBER 30, 2021

Total Calls for Service

2,368

Average Response Time

5:07

Automatic
Aid

Aid Received

68

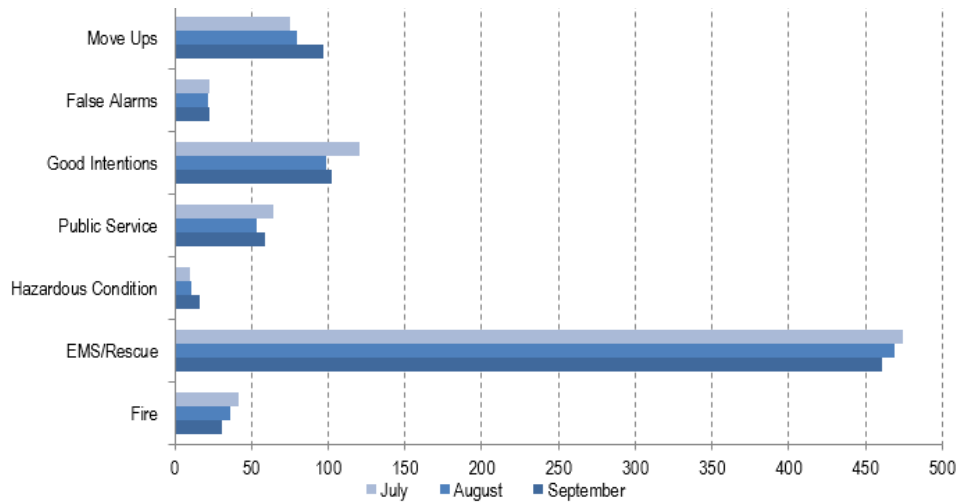
Aid Given

36

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request.

What types of calls did we run?

Calls for Service July-September 2021



*When two or three (dependent on area) engine/truck companies are committed to calls simultaneously, the remaining engine/truck companies move strategically into the vacated area(s) to ensure adequate coverage based upon the number of available apparatus. This practice is called a "move up".

STRUCTURE FIRE

80%

Goal:
4 minutes 90% of the time

Average: 4:56

FIRE- OTHER

53%

Goal:
4 minutes 90% of the time

Average: 6:00

FULL FIRST ALARM

100%

Goal:
8 minutes 90% of the time

Average: 8:03

EMS

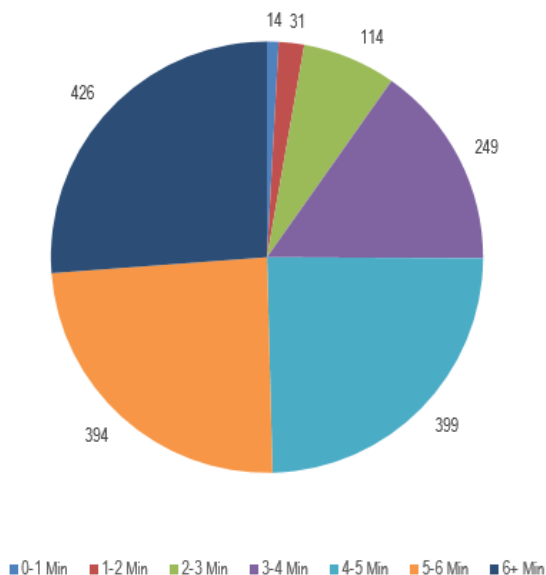
61%

Goal:
4 minutes 90% of the time

Average: 5:46

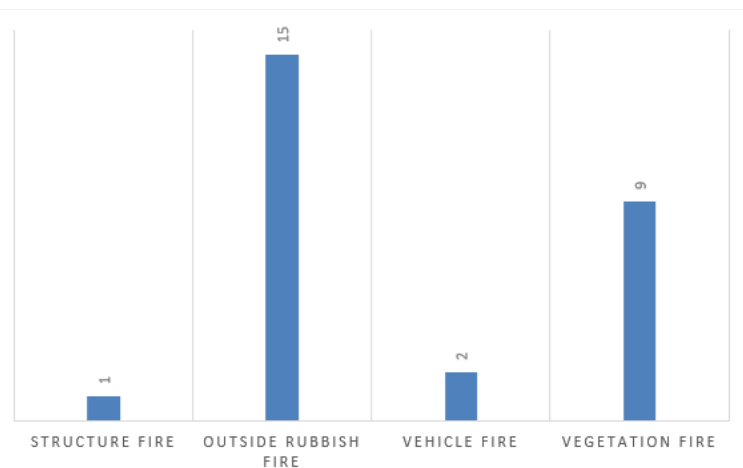
Priority Calls

Travel Time Goal of 4 Minutes or Less
90% of the Time



Intentional Fires

July-September 2021

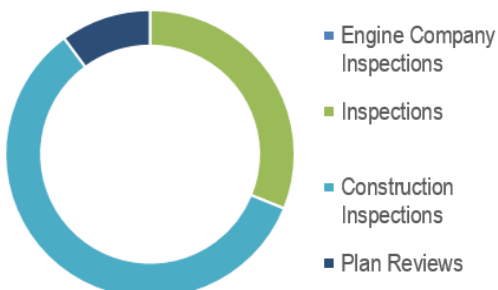


COMMUNITY RISK REDUCTION

Community Risk Reduction (CRR) is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources (emergency response and prevention) to reduce their occurrence and impact.

Inspection & Plan Review

July-September 2021



Engine Co Inspections suspended due to COVID19



Code Enforcement Hours

19.5



Public Education Outreach Hours

7 (socially distanced)



Fire Investigations Conducted

79



Emergency Management Hours

31

Total Inspections Completed

453

Public Outreach

Our top priority is the safety of our community members, so in order to maintain our social distance during the COVID19 pandemic, we have gotten a little more creative in the ways we interact with the public. One of these ways is participating in drive-by birthday parades. We have also enhanced our social media interaction via frequently updated information regarding City response and COVID19 information.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.6
SUBJECT: Police Department Quarterly Status Report for the period of July 2021 through September 2021

Recommendation for Action: Staff recommends that the City Council accept the Police Department quarterly status report for July 2021 through September 2021.

Staff Contact:

Derrek Kaff, Chief of Police, 530-661-7865, Derrek.Kaff@cityofwoodland.org

Background:

The Police Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council will now be receiving Status Reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Police Department quarterly status report for July 2021 through September 2021.

Prepared by: Trista Kennedy, Executive Assistant

Reviewed by: Derrek Kaff, Chief of Police

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Ken Hiatt
City Manager

Attachments:

1. 3rd Quarter Report 2021

WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

JULY - SEPTEMBER 2021



PRESENTED BY
CHIEF DERREK KAFF

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

OFFICE OF THE CHIEF

JULY - SEPTEMBER 2021

PERSONNEL	BUDGETED	FILLED
Sworn	71	68
Non-Sworn (FTE)	18	12
Non-Sworn (PT / Temp.)	8	8
Total	97	88

During the 3rd quarter, the Police Department welcomed two new employees, Officer Aisha Flores and Community Services Officer Zulema Lopez. Our part time Records Specialist, Sylvia Valiente, transferred to our part time Community Services Officer position.



PATROL BUREAU

The backbone of any police organization is its Patrol Bureau. Patrol provides quality law enforcement services to our community 24 hours every day, 365 days per year.

CRIME CATEGORY	JUL.	AUG.	SEPT.	3RD QTR. TOTAL	PREVIOUS QTR. TOTAL	2021 YTD	2020 YTD
Homicide	0	0	0	0	2	2	1
Rape	2	1	9	12	4	21	11
Robbery	5	6	4	15	13	36	29
Aggravated Assaults	19	11	29	59	41	155	132
Simple Assaults	25	13	35	73	87	278	324
Burglary	11	18	13	42	73	194	157
Larceny/ Thefts	59	34	68	161	182	596	789
Motor Vehicle Theft	13	11	9	33	43	138	151
Arson	1	6	0	7	6	14	22
TOTAL	135	100	167	402	451	1,434	1,616

During this quarter, the police department made approximately 497 total adult arrests. Of the 497 arrests, 11.07% of the persons arrested reported they were transients.

REPORTS

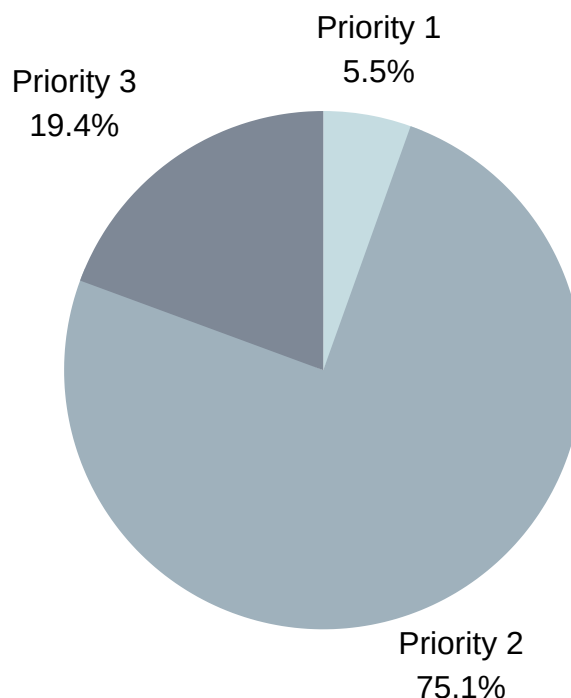
	JUL.	AUG.	SEPT.	3RD QTR. TOTAL	PREVIOUS QTR. TOTAL	2021 YTD	2020 YTD
Incident Reports (includes online reports)	449	356	440	1,245	1,404	4,349	4,706
Mail-in Reports (MLRs)	51	53	35	139	165	446	512
TOTAL	500	409	475	1,384	1,569	4,795	5,218

PATROL BUREAU

RESPONSE TIMES

	JUL.	AUG.	SEPT.	3RD QTR. TOTAL	PREVIOUS QTR. AVERAGE	2020 2ND QTR. AVERAGE
Priority 1	9:30	7:31	8:04	8:22	8:06	7:38
Priority 2	12:58	11:35	12:49	12:27	12:48	12:18
Priority 3	16:54	21:35	19:24	19:18	19:29	17:55

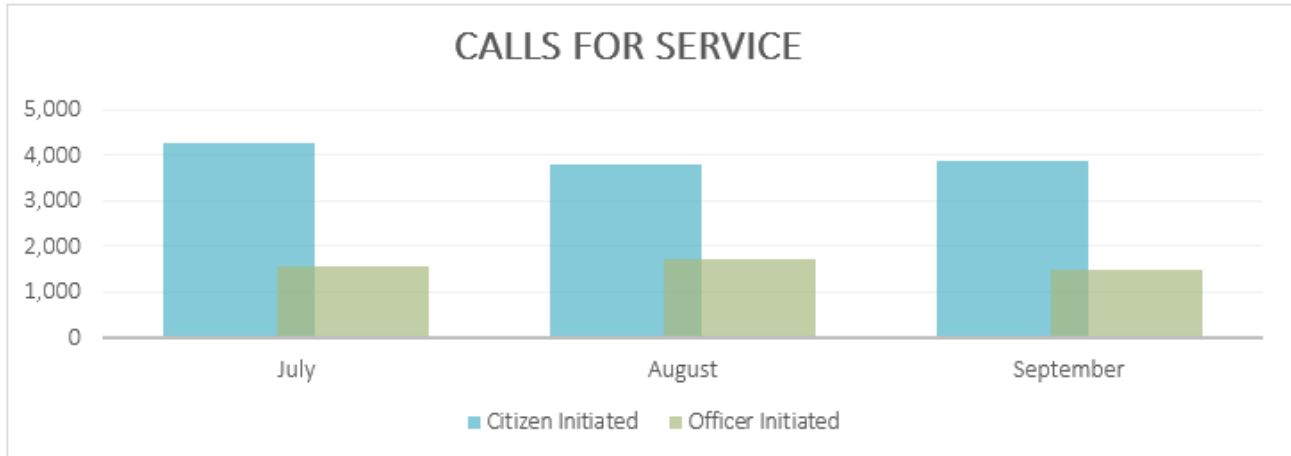
3RD QUARTER CALLS FOR SERVICE PRIORITIES



WORK LOAD

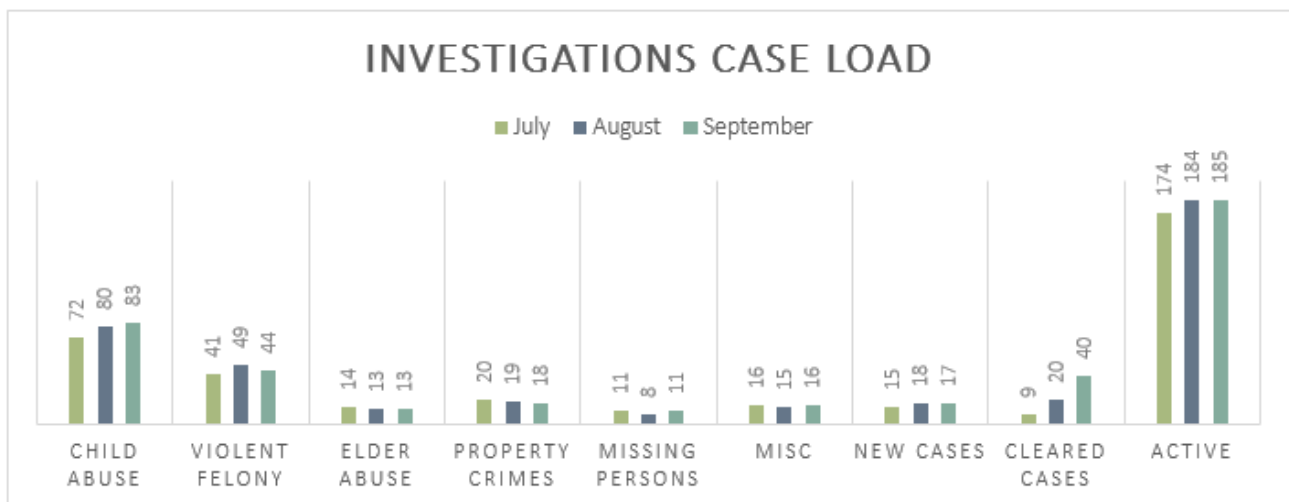
CALLS FOR SERVICE	JUL.	AUG.	SEPT.	TOTAL	PREVIOUS QTR. AVERAGE	2020 2ND QTR. AVERAGE
Priority 1	79	71	103	253	247	246
Priority 2	1,217	1,086	1,171	3,474	3,557	3,479
Priority 3	346	290	260	896	839	771
All other calls for service	4,630	4,387	4,313	13,330	14,560	12,773
TOTAL	6,272	5,834	5,847	17,953	19,203	17,229

PATROL BUREAU



INVESTIGATIONS BUREAU

The Investigations Bureau conducts follow-up criminal investigations on all felony and select misdemeanor crimes reported to the Police Department. Typically, a uniformed police officer responds to a call for service and prepares a police report which may require follow-up investigation. A Police Investigator is then assigned to conduct the follow-up, often requiring many hours of investigation before an arrest is made or a case is closed.



INVESTIGATIONS BUREAU

290 REGISTRANT ACTIVITY

	JUL.	AUG.	SEPT.
TOTAL REGISTRANTS	146	141	142
Total transient registrants	25	25	25
290 PC violation warrants issued	0	0	0
Not in compliance with annual update	0	0	2

290 REGISTRANTS



PROPERTY AND EVIDENCE

	JUL. - SEPT. 2021	PREVIOUS QTR. TOTAL
Evidence Processed	1,413	1,388
Items Purged	591	343
Property for Safekeeping	180	140
Found Property	72	65
Property Returned to Owner	81	110

INVESTIGATIONS BUREAU

GANG TASK FORCE

The Gang Task Force (GTF) has continued proactive and directed enforcement patrols, conducted investigations, and has made numerous arrests for weapons violations, narcotics violations, and warrants. GTF conducted numerous Probation/Parole searches throughout the City of Woodland.

A seventeen-year-old male was arrested and booked into Juvenile Hall for attempted murder and a gang enhancement. This arrest was the result of an April 2021 drive-by shooting investigation in which a seventeen-year-old male was shot.

Two adult males were arrested and booked into Yolo County Jail for two counts of attempted murder. These arrests were the result of a shooting investigation, which occurred in July of this year, in which two victims were shot at. The arrests occurred in Sacramento and Woodland. Search warrants were served at the two locations. A stolen handgun and ammunition was recovered during the service of the search warrants.

An adult male was arrested and booked for burglary and numerous weapons violations. GTF served a search warrant on the male's residence and seized five AR style rifles, six semi auto handguns, high capacity magazines, green tip ammunition, and hundreds of rounds of handgun and rifle ammunition. GTF also discovered evidence of weapons manufacturing and recovered three AR style rifles and three pistols that were all 80% complete. A second suspect has been charged by the DA and is currently cooperating with police. The investigation is ongoing.

For several months, GTF has been assisting the Sacramento Sheriff's Department with a homicide investigation. The homicide occurred in January and the suspects are all Woodland gang members. Three adult males are currently in custody. A loaded 9mm ghost gun was located during the service of a search warrant.

GTF members have testified in court and recently obtained convictions on two major cases. An adult male was recently convicted on several drug trafficking cases and is facing 23 years in prison. Another adult male was recently convicted of several felonies stemming from a home invasion robbery. The male is facing life in prison for his role in the crime. His co-defendant had previously taken a plea deal for 23 years.

COMMUNITY RELATIONS BUREAU

The Community Relations Bureau is also responsible for all community outreach events, training, and media relations.

YOUTH GANG REDUCTION, INTERVENTION & PREVENTION (YGRIP)

The YGRIP group has continued to meet regularly via Zoom meetings due to the COVID pandemic. YGRIP staff has been working with the Police Chief and City Manager on planning a revision to the YGRIP Steering Committee, Operational Team and overall city approach to reducing gang violence. YGRIP meetings are now occurring quarterly.

TRAFFIC UNIT

The Traffic Unit is comprised of one motor Sergeant, three motor officers and two part-time parking enforcement officers.

The Traffic Unit had the following activity for the 3rd quarter of 2021:

	JUL. - SEPT. 2021	PREVIOUS QTR. TOTAL
Assisted with traffic collisions	59	21
Traffic enforcement stops	586	815
Parking citations issued	575	639
Abandoned vehicle complaints	481	400
Abandoned vehicles towed	48	62

During the 3rd Quarter, the Woodland Police Department Traffic Unit conducted the following OTS Grant Traffic Enforcement Details:

- One Primary Collision Factor enforcement details
- Two DUI saturation details
- Two Collaborative DUI saturation patrols with West Sacramento Police Department.

COMMUNITY RELATIONS BUREAU

The unit also worked two major fatal collisions: one involving a suspect who was arrested for homicide, felony DUI, and felony hit and run. The second involving a domestic disturbance where a subject fell off a moving vehicle onto the roadway and subsequently died – this case is being reviewed by the District Attorney’s office.

The Traffic Officers worked a few special events including a Police Officer’s funeral service and a funeral service for a Marine killed in the recent bombing in Afghanistan. Officers also worked the downtown C-10 truck cruise and show.

TRAINING: During the 3rd quarter, Traffic officers attended a 40 hour Intermediate Traffic Collision Course and an 8 hour Lidar Course for speeding vehicle enforcement.

GANG RESISTANCE EDUCATION AND TRAINING (G.R.E.A.T.) PROGRAM

The Woodland Police Department instructors worked closely with the Woodland Joint Unified School District and are implementing the GREAT Program to all 4th grade and 7th grade students for the 2021-2022 school year. Half of the 4th graders are receiving GREAT in the first semester and the other half in the second semester. Douglas Middle School 7th graders are receiving GREAT the first semester and Lee Middle School 7th graders are receiving GREAT the second semester.

SCHOOL RESOURCE OFFICERS (SRO)

There are three School Resource Officers (SROs) assigned to schools within the Woodland Joint Unified School District. They are responsible for all calls and incidents involving students while on school grounds. While responsible for typical calls for service at the campus, the SROs provide a much greater service. The SRO’s have taken on mentorship roles with some students. The relationships between the students and SRO’s have provided mental health assistance, assistance in graduating, and obtaining food and clothing.

Over the summer, the SRO’s held the PAL summer program for nearly 30 students. While school was out of session, the SRO staff stayed in contact with school administration and prepared for the new school year.

The SRO’s participate in criminal justice curriculum at Woodland High, the Explorer program, and work to connect local nonprofits with students in need.

COMMUNITY RELATIONS BUREAU

The SROs had the following activity for the 3rd quarter of 2021:

	* JUL.	AUG.	SEPT.	TOTAL
Fighting	0	12	2	14
Administrative Assistance	0	33	107	140
Home Visits	0	11	32	43
GREAT Presentations	0	0	18	18
Overall Total	0	56	159	215

** July was the summer and school was not in session. SROs assisted on patrol during this time.*

VOLUNTEERS IN POLICING PROGRAM

The Department ViP program consists of 38 Volunteers and 5 Chaplains. The VIPs and Chaplains contributed 635.85 hours for the 3rd quarter for 2021. The total hours for this quarter are:

VIP HOURS	JUL.	AUG.	SEPT.	TOTAL
Chaplains	24.5	11.5	21.5	57.5
Volunteers	227.2	175.05	175.8	578.35

Senior Chaplain Matt Van Peurseem has been working hard on recruiting for the Chaplaincy program and was finally successful. In July, we added a new Chaplain to our program, Chaplain Pedro Leon. Chaplain Leon comes to us after a full career with the CHP. After retirement, he wanted to continue helping others and found the perfect way to do that. Throughout the 3rd quarter, Senior Chaplain Matt Van Peurseem assisted with many swearing in ceremonies and was invited to teach at a POST class.

The volunteers have been busy. They attended 15 events including National Night Out, Seat Check Saturday, and Farmers Markets. We have two volunteers assisting in property and evidence doing a variety of tasks. The two of them have put in more than 90 hours over the quarter. We are focusing on recruitment for vehicle abatement teams and will have a volunteer assisting with the Crime Analysis Unit soon.

COMMUNITY RELATIONS BUREAU

UNIDOS

The objective of the UNIDOS program is to provide an opportunity for the Woodland Police Department to build a strong relationship with our Spanish-speaking residents and to serve as a resource center to help create an improved quality of life for the entire community.

The UNIDOS program was so excited to be able to hold their first in-person event, “Paletas con la Policía”, on July 14th at Casa Del Sol (709 East St) we had several officers including K9s Niko and Chase , Rec to Go and a few volunteers join us in the community. It was a huge success and was great to see all the kids and officers interacting.

We were able to be a part of the community National Night Out event at Jack Slaven Park on August 3rd. This event’s goal is to get the community out to meet those around them and say “good bye to crime”.

Before the weather change, UNIDOS was able to have another “Paletas con la Policía” event on September 16th in the Yolano/Donnelly area. We were able to have Rec to Go join us and provide games and, of course, music. The kids enjoyed getting inside the patrol cars, turning on the lights, and talking on the loud speaker.

UNIDOS is currently preparing to join the Dia De Los Muertos Celebration in Knights Landing on Oct 29th.

UNIDOS has gained many new followers on Facebook through these events. Our goal for social media is to give the Spanish-speaking community information, knowledge, and understanding regarding what the community and department have to offer.

EXPLORERS

The Explorer Program hosted a meet and greet recruitment event. The School Resource Officers assisted with recruiting high school students. Four Explorer applicants completed the application, interview, and background check. The new Explorers began in October.

Several Woodland Police Officers became advisors for the Explorer program. They will be assisting with Explorer training and social media.

The Explorers reunited on July 21, 2021 since the program was on hold due to the COVID pandemic. The Explorers have trained on a bi-weekly schedule since returning. Their current training has polished their leadership abilities, communication/ de-escalation skills, etiquette on the police radio, and education into laws of arrest.

COMMUNITY RELATIONS BUREAU

The Explorers assisted with two events over the past few months: the Woodland Police Department's K-9 event and the C/10 Truck show in downtown Woodland. These all-day events had numerous Explorers assisting, who were assigned with tasks and responsibilities.

The Explorer program is still actively recruiting and training. The Explorers have also been requested to assist in several upcoming seasonal events within the city.

HOMELESS OUTREACH STREET TEAM

HOST was able to assist with follow-up for the shooting that occurred at Freeman Park. The relationships they have with the community also led to their ability to assist on three assault with deadly weapon investigations that patrol was working.

HOST assisted Yolo County Sheriff Department with resources and information, so they were able to post and clean up the large camp on East St south of the city.

HOST and City Streets were able to work together to cleanup an encampment at the onramp of CR 102 to southbound I-5. The teams have been working together for several months to coordinate the resources needed.

HOST participated in a neighborhood meeting with the residents around Ralph Harris Park. With the efforts of various city departments, patrol, HOST and the community, Ralph Harris Park has significantly improved. HOST will continue to monitor the park.

The following are some approximate general statistics related to HOST activity for the last quarter:

	JUL. - SEPT. 2021	PREVIOUS QTR. TOTAL
Contacts	863	1,041
Camps	195	270
Camps cleaned	109	128
Services offered/accepted	307/39	442 / 56
Business contacts	93	122
Arrests	42	77
Downtown Patrols	863	283

COMMUNITY RELATIONS BUREAU

RECORDS DIVISION

The Records Division serves as one of the most important functions in the Department. The Division is responsible for entering and processing all crime, traffic, warrant, citation, towed vehicles and property information into computerized databases.

	JUL. - SEPT. 2021	PREVIOUS QTR. TOTAL
Reports processed	1,507	1,687
Citations entered	1,271	2,004
Traffic collisions	127	154
Warrants	428	379

The Records Division has been experiencing staffing shortages due to vacancies. Additionally, the new hire Records Specialist training takes time to complete. Once our new Records Specialists are trained, we will be expanding our lobby hours.





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.7
SUBJECT: Adoption of Fireworks Ordinance

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1676, an Ordinance of the City Council of the City of Woodland Amending Chapter 8.20 of the Woodland Municipal Code regarding fireworks.

Staff Contact:

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

Background:

This ordinance was originally introduced at the November 2, 2020 council meeting. This is the second reading and adoption of the ordinance.



Ken Hiatt
City Manager

Attachments:

1. Ord_1676 Host Liability for Fireworks Ordinance Violation

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING CHAPTER 8.20 OF THE WOODLAND MUNICIPAL CODE REGARDING
FIREWORKS**

WHEREAS, the use of illegal fireworks, generally, poses significant public health, safety, and welfare risks to those that discharge the illegal fireworks as well as members of the public in the surrounding areas; and

WHEREAS, those risks are now particularly high given the historically dry conditions in the City of Woodland and the extreme water shortage due to the ongoing drought conditions in the region and statewide, which creates an exceptionally high risk of fires occurring in the City; and

WHEREAS, the City Council finds that amending its regulations concerning the use of fireworks is needed for the City for its protection and welfare given the unique fire dangers presented by the drought conditions. Moreover, the usage of illegal fireworks in the region is on the rise and these amendments are necessary for the City's ability to regulate and enforce illegal firework activity; and

WHEREAS, the City Council finds and determines that holding property owners, residents, and social hosts individually liable for the use of illegal fireworks is necessary to protect the safety, health, and welfare of the public.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

SECTION 1. Purpose. The purpose of this Ordinance is to amend its regulations in Chapter 8.20 ("Fire Prevention and Emergency Services") of the Woodland Municipal Code regarding fireworks and to impose liability upon property owners, residents, and social hosts for the use of illegal fireworks in order to protect the public's health, life, and safety from the danger of fireworks.

SECTION 2. Amendment. Section 8.20.042 is hereby added to the Woodland Municipal Code to read as follows:

8.20.042 Fireworks prohibited generally.

Except as otherwise provided in this Chapter, no person shall possess, sell, use, display or explode any rocket, firecracker, roman candle, squib, torpedo, torpedo cane, fire balloon, wire core sparkler, wooden core sparkler, black cartridge or other combustible device or explosive substance, or any kind of fireworks, by whatsoever name known, within the City. The prohibition set forth in this Section includes, without limitation, those fireworks classified as "dangerous fireworks" in the State Fireworks Law, Health and Safety Code Section 12500 et seq.

SECTION 3. Amendment. Section 8.20.044 is hereby added to the Woodland Municipal Code to read as follows:

8.20.044 Public fireworks display—Exception.

Public displays of fireworks may be given with a written permit issued by the Fire Chief so long as such display takes place under the supervision and direction of a state of California licensed operator.

SECTION 4. Amendment. Section 8.20.046 is hereby added to the Woodland Municipal Code to read as follows:

8.20.046 “Safe and sane” fireworks—Exception.

It shall not be unlawful to possess, sell, use, display or discharge within the City those fireworks as are defined and classified as “safe and sane fireworks” in Health and Safety Code Section 12500 et seq., during the period beginning at 12:00 noon on the 28th day of June and ending at 12:00 noon on the 6th day of July each year.

SECTION 5. Amendment. Section 8.20.052 is hereby added to the Woodland Municipal Code to read as follows:

8.20.052 Host liability.

A. The term "host" in this Section shall mean any of the following:

1. An owner of any private residential or non-residential real property in the City; or
2. Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or
3. Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

B. The term "strictly liable" in this Section shall mean liability for a wrongful act regardless of a person's intent, knowledge, negligence, or lack thereof in committing the wrongful act.

C. Any host shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of any fireworks in violation of this Chapter on their property or at their gathering, except that no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this Chapter occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.

D. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this Chapter.

E. Except as provided below in subsection F, no host shall permit or allow another person on private property, or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in a violation of this Chapter.

F. The provisions of this Section shall not apply to:

1. Conduct involving display, use, or discharge of fireworks as permitted under federal or state law;
2. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or gathering in order to comply with this Chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this Chapter.

G. Chapter 9.20 and Section 8.20.060 apply to a violation of this Section, except that a violation of this Section shall be subject to a fine of \$1,000.

SECTION 6. Scope. Except as set forth in this Ordinance, all other provisions of the Woodland Municipal Code shall remain in full force and effect.

SECTION 7. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 9. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines 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 a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 10. 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, APPROVED, AND ADOPTED** by the City Council of the City of Woodland, California, at a regular meeting held on the 16th day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: November 16, 2021

ITEM #: H.8

SUBJECT: Consultant Agreement with UNICO Engineering for the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment no. 1 to the consultant agreement for construction inspection services with UNICO Engineering in an amount of \$116,582.53 and authorize the City Manager to execute the agreement.

Staff Contact:

Mark Miller, Associate Engineer - (530) 661-5968; mark.miller@cityofwoodland.org

Fiscal Impact:

The 2021 Sewer & Water Repair & Replacement Project (CIP 20-14) is fully funded in the approved Capital Budget. On February 16, 2021, the City Council approved additional appropriations providing a total project budget of \$5.55 million dollars to cover the construction contract with Wahlund Construction, Inc. in an amount of \$4,264,778.50, to cover authorization of up to 10% construction contract contingency (\$426,478), to cover the construction inspection contract with UNICO Engineering in the amount not-to-exceed \$193,265.16, to cover authorization of up to 10% inspection contract contingency (\$19,327), and to cover other project expenses and staff time. Due to progression of the work, construction is expected to last longer than originally estimated and the construction inspection contract requires an additional \$116,582.53 in order to cover the increased project duration. Approval of amendment no. 1 to CIP 20-14 will bring the total not-to-exceed cost for the 2021 Sewer & Water Repair & Replacement Project (the "Project") construction inspection services to \$309,847.69 from the original contract amount of \$193,265.16. The proposed increase in cost of construction inspection is covered by the Project's current budget.

There is no impact on the City's General Fund.

Background:

CIP 20-14 was scoped as a continuance of the sewer trunk interceptor installed with CIP 20-07, the 2020 Sewer and Water Repair and Replacement Project. In addition to repairing defects in the existing sewer infrastructure, both the 2020 and 2021 Projects begin to address a needed sewage capacity reallocation. The 2020 Project installed a new 18-inch diameter sewage interceptor on East Street as the first segment of capacity reallocation to transfer sewage flows from the Beamer interceptor sewer to the Gibson interceptor sewer. The 2021 Project will continue the sewer interceptor installation to the intersection of College Street and Marshall Avenue. A future project, planned for 2022, will construct the third segment of this trunk interceptor to reach the Pendegast Street area. Please see the attached map for a visualization of the 2021 Project's vicinity and the planned alignment of the new sewer trunk interceptor.

The 2021 Project will also construct a new 8-inch diameter potable water main in the street and connect residences with new polyethylene services in order to replace aging water infrastructure in the Project's vicinity. The existing water mains were constructed between 1955 and 1977 and are between 42 to 65 years old. Additionally, water mains and services on E. Gum Avenue will be replaced with the 2021 Project as a precursor to CIP 19-05, the Matmor Road and E. Gum Avenue Rehabilitation Project, which will resurface a portion of E. Gum Avenue.

In September 2018, staff solicited qualifications from consulting firms to perform construction inspection

services for various pipeline projects throughout the City. Staff reviewed the statements of qualification received and selected 8 firms for an on-call construction inspection list. Through this Quality Based Selection (QBS) process, the City selected UNICO Engineering to provide inspection services for the 2021 Sewer & Water Repair & Replacement Project (CIP 20-14).

Discussion:

The City received a base proposal from UNICO Engineering to provide construction inspection for the Project in the amount of \$193,265.16. This base proposal assumed an 8-hour work day and no weekend work; however, the Contractor regularly works more than 10-hour days and occasionally has crews working on Saturdays. The Contractor was also delayed in commencing construction of the sewer interceptor. Due to construction lasting longer than originally anticipated and in order to cover costs for the additional inspection, staff is recommending an amendment in the amount of \$116,582.53 to the current consultant contract. The industry standard is that construction inspection costs are typically 10% of the construction contract; with the approval of amendment no. 1, the inspection costs would be 7.3% of the base construction contract.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve amendment no. 1 to the consultant agreement for construction inspection services with UNICO Engineering for an amount of \$116,582.53 and authorize the City Manager to execute the agreement.

Prepared by: Mark Miller, Associate Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. UNICO Proposal for Amendment 1
3. Vicinity Map CIP 20-14

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AN AMENDMENT TO THE AGREEMENT WITH UNICO ENGINEERING FOR
CONSTRUCTION INSPECTION FOR CIP 20-14, THE 2021 SEWER & WATER REPAIR &
REPLACEMENT PROJECT**

WHEREAS, the City Council approved Resolution 7650 on February 16, 2021, to execute a professional services agreement for construction inspection with UNICO Engineering (UNICO) for the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14 (the “Project”); and

WHEREAS, the City of Woodland wishes to enter into a professional services amendment with UNICO for inspection services to serve for the duration the Project; and

WHEREAS, amendment no. 1 with UNICO authorizes an additional contract amount of \$116,582.53 to cover costs for construction inspection. The current contract amount is \$193,265.16, and with this amendment the new contract amount is \$309,847.69; and

WHEREAS, the City Council wishes to approve amendment no. 1 and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves amendment no. 1 for construction inspection services with UNICO Engineering for the Project in the amount of \$116,582.53. The City Manager is hereby authorized and directed to execute the agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. Copies of the proposal for amendment no. 1 for construction inspection services are available and on file in the City Clerk’s office, and are incorporated herein by reference and made a part of this Resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

November 1, 2021

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

Re: 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 – Amendment 1

Dear Mr. Busch:

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

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

Sincerely,

A handwritten signature in blue ink that reads 'Justyn Webster'.

Justyn Webster, PE
Project Manager

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for inspection services for the 2021 Water & Sewer Repair and Replacement Project, (CIP #20-14). UNICO understands that the project consists of the installation of approximately 5,800 linear feet of new 8-inch water main on College Street, Marshall Avenue, Third Street, Fourth Street, and on Gum Avenue. This includes the installation of new water services and water service repairs to approximately 82 parcels. The project also includes the installation of approximately 3,000 linear feet of new SDR 26 PVC sewer pipe, 45 new sewer laterals, 15 new sewer manholes as well the removal of 10 existing sewer manholes and the abandonment of the existing sanitary sewer. The installation of a new 18-inch and new 28-inch steel casing under the existing railroad tracks is required for the new water and sewer mains. These tracks are operated by California Northern Railroad Company which is owned by Genesee & Wyoming Railroad Services, Inc. and these tracks are within the right of way owned by Union Pacific Railroad Company. The project must comply with the provisions in the agreements with these companies.

A. CIVIL CONSTRUCTION INSPECTOR

\$116,582.53

UNICO will provide full time inspection for an additional 68 working days. The Construction Inspector will provide inspection services for all improvements. This includes all coordination with City of Woodland Staff and with the contractor.

Deliverables: **Daily Inspection Reports**
Construction Photographs

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

2021 SEWER & WATER REPAIR & REPLACEMENT PROJECT, CIP #20-14

A. CIVIL CONSTRUCTION INSPECTION.....\$116,582.53

TOTAL..... \$116,582.53

ASSUMPTIONS AND CLARIFICATIONS

1. Site will be accessible by vehicle.
2. Proposal is based upon 68 working days. Working days are defined as non-weekend and non-holiday days.
3. Proposal is based upon 10-hour workdays and 50-hour work week. 2 hours of overtime is included in each working day.

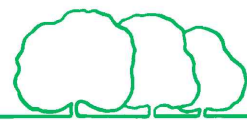
City of Woodland
2021 Sewer & Water Repair & Replacement Project - CIP #20-14

		UNICO						
		Justyn Webster, PE Resident Engineer	Eric Alward Civil Construction Inspector	Eric Alward (Overtime) Civil Construction Inspector				
Direct Labor Rate		\$ 85.00	\$ 60.00	\$ 90.00				
Overhead Rate		136.15%			TOTALS			
Fee		10%			Direct Labor Costs	Indirect Costs	Fee	Total
Task #	Task Description	Hours						
1	Construction Management	0			\$ -	\$ -	\$ -	\$ -
2	Civil Construction Inspection		544	136	\$ 44,880.00	\$ 61,104.12	\$ 10,598.41	\$ 116,582.53
Total Hours		0	544	136	Tasks Subtotal			\$ 116,582.53

TOTAL	\$ 116,582.53
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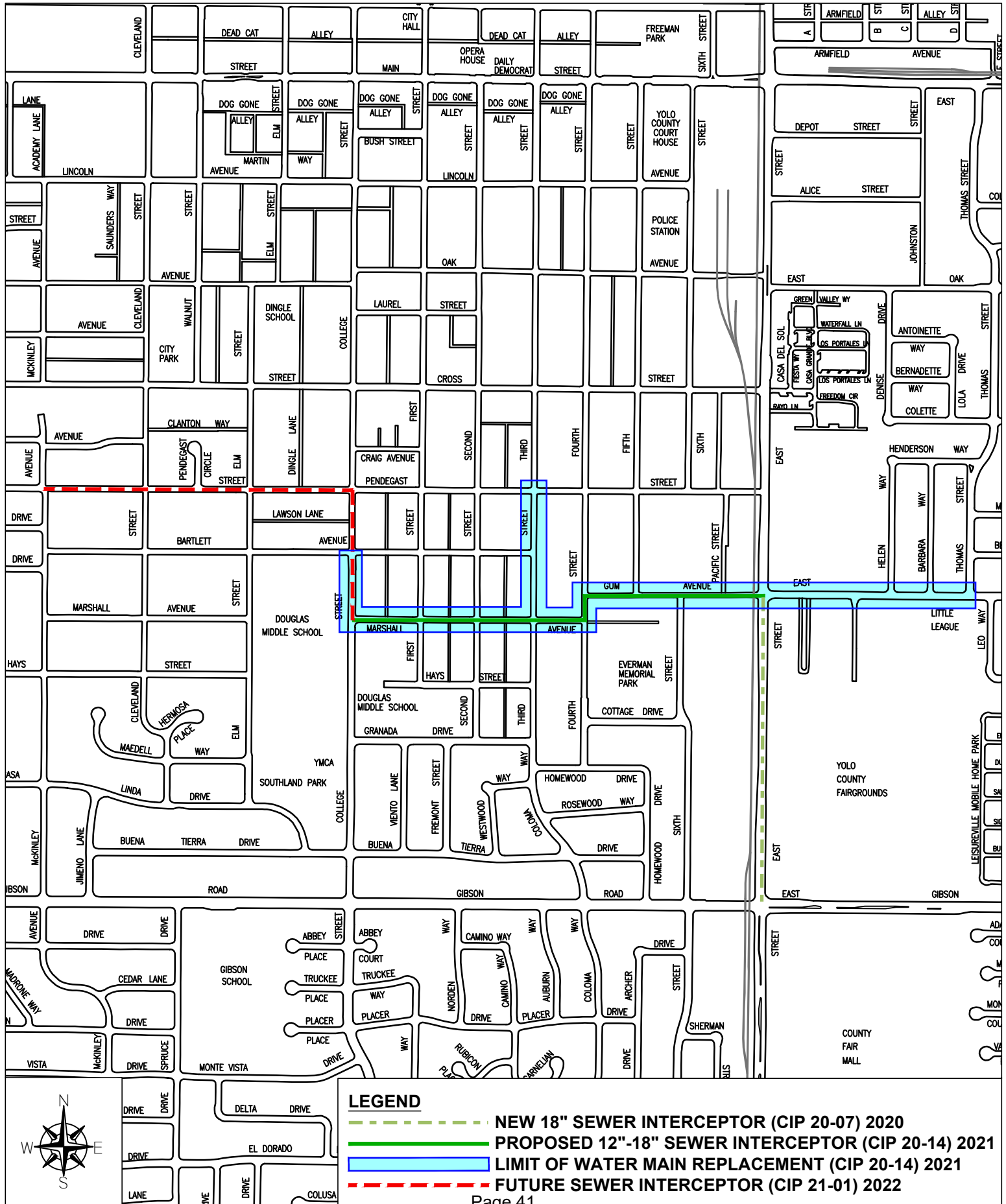
Construction Estimate	\$ 4,500,000.00
% of Const. Est.	2.59%

Working Days	68
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2021 SEWER & WATER REPAIR & REPLACEMENT PROJECT

CIP 20-14





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.9
SUBJECT: Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications, and authorizing bid advertisement for the Storm Drainage Outfall Channel Outlet Structure Project (the Yolo Bypass West Levee Culvert Replacement Project), CIP 20-06.

Staff Contact:

Mark Miller, Associate Engineer, (530) 661-5968; mark.miller@cityofwoodland.org

Fiscal Impact:

The engineer's estimate of construction cost is \$2.82 million for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06, which is also referred to as the Yolo Bypass West Levee Culvert Replacement Project. The estimated total project cost is \$3.8 million and includes construction, construction contingency, design, environmental permitting and monitoring, AB52 compliance, inspection, and construction management costs. On June 15, 2021, the City Council approved the Capital Budget which includes \$500,000 in funding to cover design and environmental permitting costs for CIP 20-06. This current funding includes \$300,000 from the Storm Drain Development Fund and \$200,000 as a loan from the Sewer Enterprise Fund with future repayment intended from the storm drain enterprise fund.

The culverts were originally installed by the California Department of Water Resources (DWR) in 1971 and an agreement was signed at that time specifying operations, maintenance, and replacement obligations. Agreement No. 71-518, Section 2 (h) between the Investment Operating Corporation, RD2035, City of Woodland, and Yolo County obligate the City and County to share in operation and maintenance of the culverts and to permit and fund replacement and expansion of the culverts. The agreement did not specify how the City and County would share in replacement and expansion costs. Staff have been working with the County on a cost sharing methodology and an updated agreement will be brought to Council for consideration at project award.

In addition to the current project funding, additional funding of approximately \$3.3 million will need to be appropriated at project award. Staff anticipates this additional funding being a combination of City American Rescue Plan (ARP) funding and a cost share contribution from Yolo County.

There is no impact to the General Fund.

Background:

The entirety of the City's storm drainage and a portion of Yolo County's drainage outlets to the Yolo Bypass through the Outfall Channel and culverts through the Yolo Bypass West Levee (YBWL). These existing culverts were constructed around 1971 and do not meet current engineering standards for pipes through levees that protect urban areas. Additionally, storm drainage flows have increased significantly since 1971 due to development within the City and an updated understanding of regional hydrology indicates that additional capacity is needed in the culverts crossing the YBWL. Lastly, the existing culverts have corroded, partially collapsed and need to be replaced. To address these multiple deficiencies, the City will construct the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06, which is referred to as the YBWL Culvert Replacement Project by the various agencies that authorize construction on Federal Flood Control Project

levees.

Construction plans are now finalized for the Project, which is slated to break ground in Spring 2022. Multiple permits are being acquired from the various agencies that authorize construction activities on federal project levees or review construction projects for their effects on the environment. As a result, the Project will be subject to a confined construction window from May 1st to November 1st to mitigate impacts to habitat, protect select species from harm and ensure the Project is complete and the levee is restored before flood season begins. Environmental coverage for construction has been obtained under the local Yolo Habitat Conservation Plan/ Natural Community Conservation Plan and also a Streambed Alteration Agreement with the California Department of Fish and Wildlife. Cultural monitors from the Yocha Dehe Wintun Nation will also be present during levee excavation.

Discussion:

The City has been conducting maintenance on the culverts over the past 50 years and replaced the flap gates around five years ago. The northernmost culvert has corroded and partially collapsed and is in need of near immediate replacement. The other two culverts are permanently underwater, so a full condition assessment is not possible but corrosion was visible when the flap gates were replaced. Since all three culverts were constructed at the same time, it is prudent to assume the underwater culverts are also in need of replacement from a conditions standpoint. Should the City elect not to proceed with the Project, the DWR may excavate the levee, replace or remove the damaged culvert and then bill the City and County without the necessary capacity expansion.

From a storm drainage capacity standpoint, the existing culverts are significantly deficient. The design standard in 1971 is not known, but there has been significant advancement in understanding of regional hydrology over the past 50 years. Current City and County design standards require similar culverts to have capacity to convey the 100-year storm event. This standard is not met by the existing culverts. The required culvert capacity was analyzed in the City's 2018 South Urban Growth Area - Storm Drainage Facilities Master Plan, which contemplated storm drainage needs with buildout of the City's south area. With that analysis in hand, the City designed the Project to convey storm drainage flows and meet local, State and Federal requirements.

Even before the supply chain predicament that currently exists, new positive closure gates would have an extensive lead time for fabrication and delivery; thus, the Project schedule requires bid authorization at this time to allow a sufficient period for material deliveries and to meet the permitted construction window.

Conclusion:

Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications, and authorizing bid advertisement for the Storm Drainage Outfall Channel Outlet Structure Project (the Yolo Bypass West Levee Culvert Replacement Project), CIP 20-06.

Prepared by: Mark Miller, Associate Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE STORM DRAINAGE OUTFALL
CHANNEL OUTLET STRUCTURE PROJECT (YBWL CULVERT
REPLACEMENT PROJECT), CIP 20-06.**

WHEREAS, the City of Woodland has identified repairs at the intersection of the City's Storm Drainage Outfall Channel and the Yolo Bypass West Levee to be a priority; and

WHEREAS, the City wishes to approve the plans and specifications for the Storm Drainage Outfall Channel Outlet Structure Project (the "Project", also referred to as the Yolo Bypass West Levee Culvert Replacement Project), CIP 20-06; and

WHEREAS, the City Council has the authority to approve projects for bid; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council approved Resolution 7775 on August 8, 2021, which found no substantial evidence that the Project will have a significant effect on the environment with the implementation of feasible mitigation measures; and

WHEREAS, a Mitigated Negative Declaration (MND) and Mitigation and Monitoring Program (MMP) were prepared for the Project; and

WHEREAS, the City Council wishes to approve the plans and specifications and authorize bid advertisement for the Project through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the plans and specifications for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, which will be available on file with the City Clerk.

Section 2. The City Council hereby authorizes staff to advertise for bids for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06.

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

AYES:

NOES:

ABSENT:

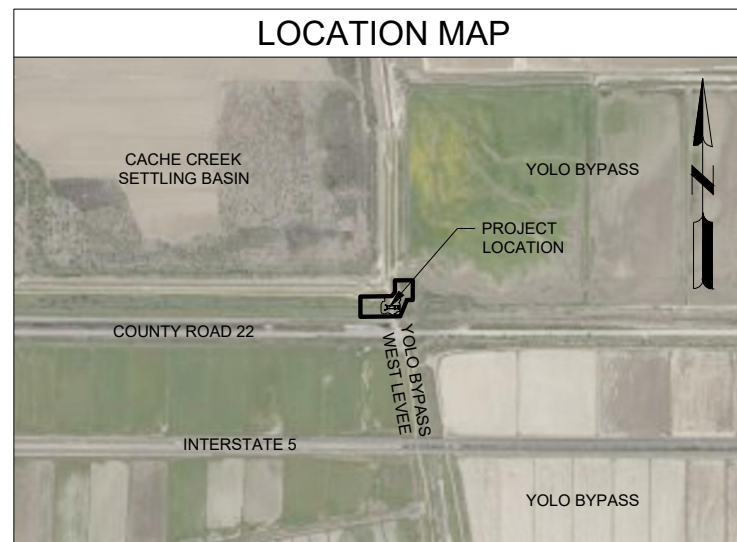
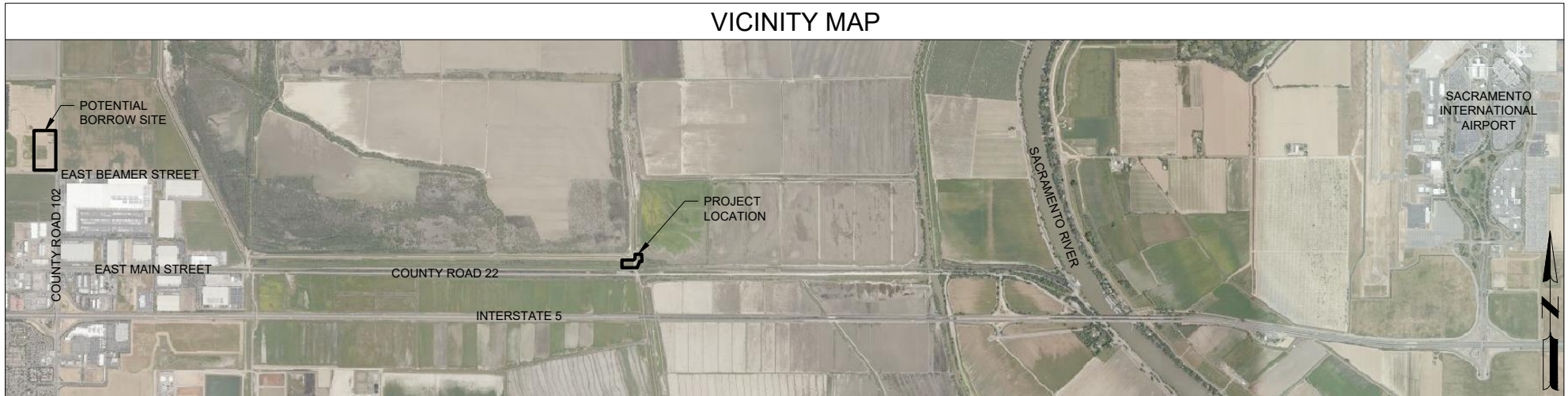
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CIP 20-06 Location Map
Storm Drainage Outfall Channel Outlet Structure Project
(Yolo Bypass West Levee Culvert Replacement Project)





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.10
SUBJECT: Waste Management Annual Rate Adjustment

Recommendation for Action: Staff recommends that the City Council receive an update on recent Waste Management service issues and adopt Resolution No. _____, to 1) receive the Waste Management 2022 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2022 rate adjustments approved.

Staff Contact:

Rosie Ledesma, Environmental Resource Analyst, (530) 661-2059, rosie.ledesma@cityofwoodland.org

Fiscal Impact:

Waste Management provides a 15% franchise fee to the City. If the customer base remains similar to the current customer base, the 2022 rate adjustment would result in an increase of approximately \$100,000-\$120,000 in franchise fees in calendar year 2022 to help off-set the City's costs associated with waste diversion programs.

Background:

Waste Management provides collection and disposal of trash, recyclables, organic waste, and street sweeping services for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and Waste Management dated July 1, 2011. With regard to rate adjustments, the agreement allows Waste Management to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index (CPI) for All Urban Consumers in the most recent 12-month period for which data are available, up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees. The base rates may be adjusted each year by these amounts.

Yolo County operates the landfill and adjusts the landfill disposal fees each July 1. Because landfill fees go into effect six months before the Waste Management rates are adjusted, the agreement allows Waste Management to recover the increased disposal fees paid by the company during the preceding July-December period through an additional adjustment to the customer rates. These adjustments are not factored into the base rate that is used to calculate subsequent years' rate adjustments.

According to the franchise agreement, provided that adequate supporting information has been submitted by the company, any requested CPI adjustment shall be deemed approved and shall take effect on the following January 1, and the City Council shall not deny a requested disposal fee adjustment unless it finds that Waste Management has not provided adequate supporting information.

Discussion:

In accordance with the terms of the franchise agreement, Waste Management has submitted a request to implement an annual adjustment to its customer rates, effective January 1, 2022. The 2022 rate request includes a 5.00% CPI increase for the 12-month period ending August 2021 and the following increases for each commodity:

CPI = 5.00%	2020-21 Rate	2021-22 Rate	Percent Increase	Less CPI
Waste disposal fee	\$53.32/ton	\$54.80/ton	2.78%	-2.22%
Mixed organics disposal fee	\$66.00/ton	\$75.00/ton	13.64%	8.64%

<i>Clean green waste disposal fee</i>	\$62.00/ton	\$75.00/ton	20.97%	15.97%
<i>C&D disposal fee</i>	\$70.00/ton	\$85.00/ton	21.43%	16.43%

The landfill increases are applied only to the disposal portion of the applicable rates and only by the amount that exceeds the CPI increase, which is calculated as the final disposal fee increase or decrease.

These adjustments will raise the rates for an average Woodland household by \$2.16 per month, from \$34.46 to \$36.62. Charges for commercial waste services will generally increase by about 5.7% over the commercial customer rates for 2021, depending on container size and frequency of service. Charges for C&D roll-off containers will increase from \$37-\$93 per load, with an average of 8.3% increase for all roll-off containers.

Staff has reviewed the documentation provided by Waste Management and found all the calculations to be appropriate and the documentation to be adequate.

Conclusion:

Staff recommends that the City Council receive an update on recent Waste Management service issues and adopt Resolution No. _____, to 1) receive the Waste Management 2022 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2022 rate adjustments approved.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

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



Ken Hiatt
City Manager

Attachments:

1. Resolution - WM Annual Rate Adjustment 2022
2. Final City of Woodland Rate Adj Eff 1-1-22

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE
REQUEST FOR THE 2022 ANNUAL RATE ADJUSTMENT BY WASTE MANAGEMENT**

WHEREAS, the Legislature of the State of California, by enactment of California Public Resources Code Sections 40000 et seq. and California Public Resources Code Section 49300, declares that it is within the public interest to authorize and require local agencies to make adequate provision for Solid Waste handling within their jurisdictions; and

WHEREAS, the Council has determined that the public health, safety and well-being of its residents requires that Solid Waste collection and disposal, including, but not limited to, the frequency of collection, the means of collection and the transportation, scope, charges and fees, location, and extent of such services, be provided by an exclusive contract; and

WHEREAS, Waste Management provides collection and disposal of trash, recyclables, and organic waste, and street sweeping services for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and Waste Management dated July 1, 2011; and

WHEREAS, the agreement allows Waste Management to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index (CPI) up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees; and

WHEREAS, Waste Management has provided appropriate supporting documentation to support its request.

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

Section 1. The City Council hereby receives the Waste Management 2022 rate adjustment information.

Section 2. The City Council hereby accepts it as complete and adequate.

Section 3. The City Council hereby deems the proposed 2022 rate adjustment approved.

PASSED AND ADOPTED this 16th day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



**Waste Management of Woodland
City of Woodland
Residential Rate Adjustment Effective 1/1/22**

CPI % Change	5.00%	A
MSW Disposal Increase	-2.22%	B1
Mixed Food Increase	8.64%	B2
MSW Disposal Capture	2.78%	C1
Mixed Food Disposal Capture	13.64%	C2

	Current Monthly Rate Effective 1/1/2021	Previous Period Disposal Catch Up (7/1/20 through 12/31/20)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/21 through 12/31/21)	New Monthly Rate w/ Disposal Catchup eff 1/1/2022
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
Garbage Rates									
35 Gallons	\$12.95	\$0.03	\$12.92	\$0.65	\$1.90	(\$0.04)	\$13.53	\$0.03	\$13.56
64 Gallons	\$15.27	\$0.05	\$15.22	\$0.76	\$3.78	(\$0.08)	\$15.90	\$0.05	\$15.95
96 Gallons	\$26.58	\$0.08	\$26.50	\$1.33	\$5.70	(\$0.13)	\$27.70	\$0.08	\$27.78
Extra bag pickup	\$2.45	\$0.00	\$2.45	\$0.12	\$0.36	(\$0.01)	\$2.56	\$0.00	\$2.56
Extra toter pickup	\$7.84	\$0.03	\$7.81	\$0.39	\$1.87	(\$0.04)	\$8.16	\$0.03	\$8.19

Low income (10% discount from base)									
35 Gallons	\$11.66	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$12.20
64 Gallons	\$13.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$14.36
96 Gallons	\$23.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$25.00

Green Waste / Street Sweeping									
Small Lot*	\$13.34	\$0.06	\$13.28	\$0.66	\$3.90	\$0.34	\$14.28	\$0.27	\$14.55
1-96 Gallon Toter	\$16.79	\$0.06	\$16.73	\$0.84	\$3.90	\$0.34	\$17.91	\$0.27	\$18.18
2-96 Gallon Toters	\$16.79	\$0.06	\$16.73	\$0.84	\$3.90	\$0.34	\$17.91	\$0.27	\$18.18
3-96 Gallon Toters	\$21.50	\$0.10	\$21.40	\$1.07	\$6.42	\$0.55	\$23.02	\$0.44	\$23.46
4-96 Gallon Toters	\$21.50	\$0.10	\$21.40	\$1.07	\$6.42	\$0.55	\$23.02	\$0.44	\$23.46
Each add'l toter after 4	\$4.81	\$0.04	\$4.77	\$0.24	\$2.55	\$0.22	\$5.23	\$0.17	\$5.40

*The Small Lot rate applies only to those customers who qualified for this rate before July 1, 2007, and who were grandfathered in under this rate. Current Small Lot rate customers who choose to have one cart will continue to pay the Small Lot rate (as annually adjusted) until the property is sold or unless they choose to have additional carts.

Street Sweeping (only)									
Residential\Condominium	\$4.76	\$0.00	\$4.76	\$0.24	\$0.00	\$0.00	\$5.00	\$0.00	\$5.00
Apartments\Mobile Home Parks (per unit)	\$2.58	\$0.00	\$2.58	\$0.13	\$0.00	\$0.00	\$2.71	\$0.00	\$2.71

Recycling									
Residential Curbside	\$1.70	\$0.00	\$1.70	\$0.09	\$0.00	\$0.00	\$1.79	\$0.00	\$1.79

Ancillary / Misc Fees									
Side Yard Assisted Service - medically justified	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Side Yard Assisted Service - no medical justification	\$6.24	\$0.00	\$6.24	\$0.31	\$0.00	\$0.00	\$6.55	\$0.00	\$6.55
State Mandated Charge - Per Household	\$0.70	\$0.00	\$0.70	\$0.00	\$0.00	\$0.00	\$0.70	\$0.00	\$0.70
Bulky Waste Pickup - per pickup (limited to 5 yards)	\$79.24	\$0.13	\$79.11	\$3.96	\$9.76	(\$0.22)	\$82.85	\$0.14	\$82.99
Cart Replacement Charge ¹	Market Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Market Rate
Insufficient Funds / Returned Check Fee	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$30.00
Late Charge	2.5% of balance, \$5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, \$5.00 minimum
Non-Service Day Trip Charge	\$30.01	\$0.00	\$30.01	\$1.50	\$0.00	\$0.00	\$31.51	\$0.00	\$31.51
Residential Contamination Charge	\$15.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
Residential Overage Charge	\$15.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00

[1] Replacement is charged at the market rate. Does not apply to carts damaged as the result of normal wear and tear. One replacement cart is provided every 4 years for lost or stolen carts, and one replacement cart per year for graffiti-tagged carts.

[2] Contamination charges would apply to Residential Customers each time a Customers cart contains contaminants. Customer will be charged per cart/per collection after 2 warning notifications in a 12-month rolling period.

[3] Overage charges would apply to Residential Customers each time a Customers cart is overloaded. Customer will be charged per cart/per collection after 2 warning notifications in a 12-month rolling period



Waste Management of Woodland
City of Woodland
Commercial Rate Adjustment Effective 1/1/22

CPI % Change	5.00%	A
MSW Disposal Increase	-2.22%	B1
Mixed Food Increase	8.64%	B2
MSW Disposal Capture	2.78%	C1
Mixed Food Disposal Capture	13.64%	C2

	Current Monthly Rate Effective 1/1/2021	Previous Period Disposal Catch Up (7/1/20 through 12/31/20)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/21 through 12/31/21)	New Monthly Rate w/ Disposal Catchup eff 1/1/2022
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
Trash Cart Rates									
1-64 Gallon Can	\$30.00	\$0.10	\$29.90	\$1.50	\$7.60	(\$0.17)	\$31.23	\$0.11	\$31.34
1-96 Gallon Can	\$38.16	\$0.16	\$38.00	\$1.90	\$11.39	(\$0.25)	\$39.65	\$0.16	\$39.81
Extra bag pickup	\$2.45	\$0.00	\$2.45	\$0.12	\$0.36	(\$0.01)	\$2.56	\$0.00	\$2.56
Extra toter pickup	\$7.84	\$0.03	\$7.81	\$0.39	\$1.87	(\$0.04)	\$8.16	\$0.03	\$8.19
Trash 1 Yard Bin									
1 x Week	\$76.27	\$0.12	\$76.15	\$3.81	\$8.45	(\$0.19)	\$79.77	\$0.12	\$79.89
2 x Week	\$125.69	\$0.23	\$125.46	\$6.27	\$16.89	(\$0.38)	\$131.35	\$0.23	\$131.58
Trash 1.5 Yard Bin									
1 x Week	\$96.04	\$0.17	\$95.87	\$4.79	\$12.68	(\$0.28)	\$100.38	\$0.18	\$100.56
2 x Week	\$162.76	\$0.35	\$162.41	\$8.12	\$25.36	(\$0.56)	\$169.97	\$0.35	\$170.32
3 x Week	\$228.87	\$0.52	\$228.35	\$11.42	\$38.04	(\$0.85)	\$238.92	\$0.53	\$239.45
Trash 2 Yard Bin									
1 x Week	\$116.42	\$0.23	\$116.19	\$5.81	\$16.89	(\$0.38)	\$121.62	\$0.23	\$121.85
2 x Week	\$197.69	\$0.46	\$197.23	\$9.86	\$33.81	(\$0.75)	\$206.34	\$0.47	\$206.81
3 x Week	\$279.03	\$0.69	\$278.34	\$13.92	\$50.70	(\$1.13)	\$291.13	\$0.70	\$291.83
4 x Week	\$360.29	\$0.92	\$359.37	\$17.97	\$67.62	(\$1.50)	\$375.84	\$0.94	\$376.78
5 x Week	\$441.62	\$1.16	\$440.46	\$22.02	\$84.49	(\$1.88)	\$460.60	\$1.17	\$461.77
6 x Week	\$522.39	\$1.39	\$521.00	\$26.05	\$101.40	(\$2.26)	\$544.79	\$1.41	\$546.20
Trash 3 Yard Bin									
1 x Week	\$150.00	\$0.35	\$149.65	\$7.48	\$25.36	(\$0.56)	\$156.57	\$0.35	\$156.92
2 x Week	\$262.70	\$0.69	\$262.01	\$13.10	\$50.70	(\$1.13)	\$273.98	\$0.70	\$274.68
3 x Week	\$375.23	\$1.04	\$374.19	\$18.71	\$76.07	(\$1.69)	\$391.21	\$1.06	\$392.27
4 x Week	\$462.17	\$1.39	\$460.78	\$23.04	\$101.40	(\$2.26)	\$481.56	\$1.41	\$482.97
5 x Week	\$600.52	\$1.73	\$598.79	\$29.94	\$126.79	(\$2.82)	\$625.91	\$1.76	\$627.67
6 x Week	\$713.26	\$2.08	\$711.18	\$35.56	\$152.13	(\$3.38)	\$743.36	\$2.11	\$745.47
Trash 4 Yard Bin									
1 x Week	\$188.62	\$0.46	\$188.16	\$9.41	\$33.81	(\$0.75)	\$196.82	\$0.47	\$197.29
2 x Week	\$334.44	\$0.92	\$333.52	\$16.68	\$67.62	(\$1.50)	\$348.70	\$0.94	\$349.64
3 x Week	\$480.39	\$1.39	\$479.00	\$23.95	\$101.40	(\$2.26)	\$500.69	\$1.41	\$502.10
4 x Week	\$626.17	\$1.85	\$624.32	\$31.22	\$135.21	(\$3.01)	\$652.53	\$1.88	\$654.41
5 x Week	\$785.56	\$2.31	\$783.25	\$39.16	\$169.03	(\$3.76)	\$818.65	\$2.35	\$821.00
6 x Week	\$917.99	\$2.77	\$915.22	\$45.76	\$202.82	(\$4.51)	\$956.47	\$2.81	\$959.28
Trash 6 Yard Bin									
1 x Week	\$247.55	\$0.69	\$246.86	\$12.34	\$50.70	(\$1.13)	\$258.07	\$0.70	\$258.77
2 x Week	\$447.94	\$1.39	\$446.55	\$22.33	\$101.40	(\$2.26)	\$466.62	\$1.41	\$468.03
3 x Week	\$656.41	\$2.08	\$654.33	\$32.72	\$152.13	(\$3.38)	\$683.67	\$2.11	\$685.78
4 x Week	\$911.48	\$2.77	\$908.71	\$45.44	\$202.82	(\$4.51)	\$949.64	\$2.81	\$952.45
5 x Week	\$1,139.30	\$3.47	\$1,135.83	\$56.79	\$253.51	(\$5.64)	\$1,186.98	\$3.52	\$1,190.50
6 x Week	\$1,390.49	\$4.16	\$1,386.33	\$69.32	\$304.24	(\$6.77)	\$1,448.88	\$4.22	\$1,453.10
Recycling Carts/Bins - All Sizes*									
1 x Week - per month/per bin	\$30.95	\$0.00	\$30.95	\$1.55	\$0.00	\$0.00	\$32.50	\$0.00	\$32.50
2 x Week - per month/per bin**	\$61.90	\$0.00	\$61.90	\$3.10	\$0.00	\$0.00	\$65.00	\$0.00	\$65.00
3 x Week - per month/per bin**	\$92.85	\$0.00	\$92.85	\$4.65	\$0.00	\$0.00	\$97.50	\$0.00	\$97.50
4 x Week - per month/per bin**	\$123.80	\$0.00	\$123.80	\$6.20	\$0.00	\$0.00	\$130.00	\$0.00	\$130.00
5 x Week - per month/per bin**	\$154.75	\$0.00	\$154.75	\$7.75	\$0.00	\$0.00	\$162.50	\$0.00	\$162.50
Mixed Organics - 35 Gallon									
1 x Week	\$25.12	\$0.17	\$24.95	\$1.25	\$10.98	\$0.95	\$27.15	\$0.75	\$27.90
2 x Week	\$50.17	\$0.34	\$49.83	\$2.49	\$21.92	\$1.89	\$54.21	\$1.49	\$55.70
3 x Week	\$75.28	\$0.50	\$74.78	\$3.74	\$32.90	\$2.84	\$81.36	\$2.24	\$83.60
4 x Week	\$100.39	\$0.67	\$99.72	\$4.99	\$43.87	\$3.79	\$108.50	\$2.99	\$111.49
5 x Week	\$125.49	\$0.84	\$124.65	\$6.23	\$54.84	\$4.74	\$135.62	\$3.74	\$139.36
Mixed Organics - 64 Gallon									
1 x Week	\$34.98	\$0.31	\$34.67	\$1.73	\$20.06	\$1.73	\$38.13	\$1.37	\$39.50
2 x Week	\$69.96	\$0.62	\$69.34	\$3.47	\$40.12	\$3.46	\$76.27	\$2.74	\$79.01
3 x Week	\$104.91	\$0.92	\$103.99	\$5.20	\$60.16	\$5.20	\$114.39	\$4.10	\$118.49
4 x Week	\$139.90	\$1.23	\$138.67	\$6.93	\$80.23	\$6.93	\$152.53	\$5.47	\$158.00
5 x Week	\$174.87	\$1.54	\$173.33	\$8.67	\$100.28	\$8.66	\$190.66	\$6.84	\$197.50
2 Yard Mixed Organics Bin									
1 x Week	\$177.62	\$0.53	\$177.09	\$8.85	\$34.75	\$3.00	\$188.94	\$2.37	\$191.31
2 x Week	\$302.52	\$1.07	\$301.45	\$15.07	\$69.52	\$6.00	\$322.52	\$4.74	\$327.26
3 x Week	\$429.02	\$1.58	\$427.44	\$21.37	\$102.72	\$8.87	\$457.68	\$7.00	\$464.68
3 Yard Mixed Organics Bin									
1 x Week	\$244.14	\$0.80	\$243.34	\$12.17	\$52.14	\$4.50	\$260.01	\$3.56	\$263.57
2 x Week	\$428.67	\$1.60	\$427.07	\$21.35	\$104.28	\$9.01	\$457.43	\$7.11	\$464.54
3 x Week	\$615.58	\$2.37	\$613.21	\$30.66	\$154.16	\$13.31	\$657.18	\$10.51	\$667.69

*Recycle Container Sizes Available: 96 gallon, 1 Yard, 1.5 Yard, 2 Yard, 3 Yard, 4 Yard, 6 Yard

**Services with a frequency of more than one time per week are charged by multiples of the "1 x Week" rate

***Four 96 gallon recycle carts can be substituted for a recycle bin for the same cost. Carts must be placed curbside on collection days.

Extra Pickup Fees									
Additional Pickup, 1 Cubic Yard Bin	\$45.16	\$0.03	\$45.13	\$2.26	\$1.92	(\$0.04)	\$47.35	\$0.03	\$47.38
Additional Pickup, 1.5 Cubic Yard Bin	\$46.70	\$0.04	\$46.66	\$2.33	\$2.87	(\$0.06)	\$48.93	\$0.04	\$48.97
Additional Pickup, 2 Cubic Yard Bin	\$48.25	\$0.05	\$48.20	\$2.41	\$3.82	(\$0.08)	\$50.53	\$0.05	\$50.58
Additional Pickup, 3 Cubic Yard Bin	\$51.41	\$0.08	\$51.33	\$2.57	\$5.74	(\$0.13)	\$53.77	\$0.08	\$53.85
Additional Pickup, 4 Cubic Yard Bin	\$54.32	\$0.10	\$54.22	\$2.71	\$7.67	(\$0.17)	\$56.76	\$0.11	\$56.87
Additional Pickup, 6 Cubic Yard Bin	\$60.71	\$0.16	\$60.55	\$3.03	\$11.46	(\$0.25)	\$63.33	\$0.16	\$63.49
Additional Trip to Customer Location at Customer Request	\$30.01	\$0.00	\$30.01	\$1.50	\$0.00	\$0.00	\$31.51	\$0.00	\$31.51

Temporary Bin									
3 Yard Temporary Bin	\$178.22	\$0.08	\$178.14	\$8.91	\$5.74	(\$0.13)	\$186.92	\$0.08	\$187.00

Ancillary / Misc Fees									
State Mandated Fee - per yard times 4.3 (weeks per month)	\$0.25	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.25	\$0.00	\$0.25
Dismount and Push Charge per Bin Serviced per Week	\$6.35	\$0.00	\$6.35	\$0.32	\$0.00	\$0.00	\$6.67	\$0.00	\$6.67
Key Charge per Bin Serviced per Week	\$7.55	\$0.00	\$7.55	\$0.38	\$0.00	\$0.00	\$7.93	\$0.00	\$7.93
Enclosure Charge per Bin Serviced per Week	\$8.33	\$0.00	\$8.33	\$0.42	\$0.00	\$0.00	\$8.75	\$0.00	\$8.75
Gate Service Charge per Bin Serviced per Week	\$8.33	\$0.00	\$8.33	\$0.42	\$0.00	\$0.00	\$8.75	\$0.00	\$8.75
Long Walk (more than 20 feet) per Bin Serviced per Week	\$19.94	\$0.00	\$19.94	\$1.00	\$0.00	\$0.00	\$20.94	\$0.00	\$20.94
Maximum Additional Weekly Charges per Bin Serviced per Week	\$25.83	\$0.00	\$25.83	\$1.29	\$0.00	\$0.00	\$27.12	\$0.00	\$27.12
Scout Truck (Container Truck) Container Pull Out	\$36.02	\$0.00	\$36.02	\$1.80	\$0.00	\$0.00	\$37.82	\$0.00	\$37.82
Extra per yard charge for Customers Pre-compacting Trash	\$23.74	\$0.10	\$23.64	\$1.18	\$7.67	(\$0.17)	\$24.65	\$0.11	\$24.76
Commercial Sweeping Charge	\$7.86	\$0.00	\$7.86	\$0.39	\$0.00	\$0.00	\$8.25	\$0.00	\$8.25
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ¹	\$54.54	\$0.00	\$54.54	\$2.73	\$0.00	\$0.00	\$57.27	\$0.00	\$57.27
Inactivity Fee - Per Day (No activity for over 14 days) ²	\$12.28	\$0.00	\$12.28	\$0.61	\$0.00	\$0.00	\$12.89	\$0.00	\$12.89
Inactivity Fee - Maximum per month ²	\$184.22	\$0.00	\$184.22	\$9.21	\$0.00	\$0.00	\$193.43	\$0.00	\$193.43
Reactivation Fee - due to non-payment ³	\$38.17	\$0.00	\$38.17	\$1.91	\$0.00	\$0.00	\$40.08	\$0.00	\$40.08
Container Exchange Fee ⁴	\$163.60	\$0.00	\$163.60	\$8.18	\$0.00	\$0.00	\$171.78	\$0.00	\$171.78
Delivery Fee ⁵	\$163.60	\$0.00	\$163.60	\$8.18	\$0.00	\$0.00	\$171.78	\$0.00	\$171.78
Late Charge	2.5% of balance, \$5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, \$5.00 minimum
Contamination Charge - per occurrence ⁶	\$102.52	\$0.00	\$102.52	\$5.13	\$0.00	\$0.00	\$107.65	\$0.00	\$107.65
Cart Swap / Cleaning Charge	\$59.36	\$0.00	\$59.36	\$2.97	\$0.00	\$0.00	\$62.33	\$0.00	\$62.33
Bin Swap / Cleaning Charge	\$134.90	\$0.00	\$134.90	\$6.75	\$0.00	\$0.00	\$141.65	\$0.00	\$141.65

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$12.89 per day. The maximum fee per month is \$193.43.

[3] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[4] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[5] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[6] If a Customer's container is contaminated more than twice in the last twelve (12) months of service, and Company has left non-collection notices on each such instance, then Company may apply a contamination charge per occurrence over the succeeding twelve (12) months.



**Waste Management of Woodland
City of Woodland
Debris (RO) Box Rate Adjustment Effective 1/1/22**

CPI % Change	5.00%	A
MSW Disposal Increase	-2.22%	B1
Green Waste Disposal Increase	15.97%	B2
Mixed Food Increase	8.64%	B3
C&D Disposal Increase	16.43%	B4
MSW Disposal Capture	2.78%	C1
Green Waste Disposal Capture	20.97%	C2
Mixed Food Disposal Capture	13.64%	C3
C&D Disposal Capture	21.43%	C4

Current Disposal Costs	
Municipal Solid Waste	\$54.80
Green Waste	\$75.00
Mixed Food / Green	\$75.00
C&D	\$85.00
Clean Wood	\$0.00
Mixed Wood	\$75.00
OCC	\$0.00
Recycle	\$0.00

	Current Monthly Rate Effective 1/1/2021	Previous Period Disposal Catch Up (7/1/20 through 12/31/20)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/21 through 12/31/21)	New Monthly Rate w/ Disposal Catchup eff 1/1/2022
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
MSW - Haul Rate									
20 Yards - Includes 2 tons	\$256.55	\$1.30	\$255.25	\$12.76	\$94.85	(\$2.11)	\$265.90	\$1.32	\$267.22
25 Yards - Includes 2.5 tons	\$320.85	\$1.62	\$319.23	\$15.96	\$118.54	(\$2.64)	\$332.55	\$1.65	\$334.20
30 Yards - Includes 3 tons	\$384.64	\$1.95	\$382.69	\$19.13	\$142.25	(\$3.16)	\$398.66	\$1.97	\$400.63
40 Yards - Includes 4 tons	\$512.86	\$2.59	\$510.27	\$25.51	\$189.65	(\$4.22)	\$531.56	\$2.63	\$534.19
50 Yards - Includes 5 tons	\$625.27	\$3.24	\$622.03	\$31.10	\$237.07	(\$5.27)	\$647.86	\$3.29	\$651.15
Green Waste - Haul Rate									
20 Yards - Includes 2 tons	\$262.96	\$5.08	\$257.88	\$12.89	\$103.75	\$16.57	\$287.34	\$10.88	\$298.22
25 Yards - Includes 2.5 tons	\$328.86	\$6.35	\$322.51	\$16.13	\$129.69	\$20.71	\$359.35	\$13.60	\$372.95
30 Yards - Includes 3 tons	\$394.28	\$7.62	\$386.66	\$19.33	\$155.64	\$24.85	\$430.84	\$16.32	\$447.16
40 Yards - Includes 4 tons	\$525.73	\$10.16	\$515.57	\$25.78	\$207.51	\$33.13	\$574.48	\$21.76	\$596.24
50 Yards - Includes 5 tons	\$641.33	\$12.70	\$628.63	\$31.43	\$259.38	\$41.42	\$701.48	\$27.19	\$728.67
Mixed Wood - Haul Rate									
20 Yards - Includes 2 tons	\$275.58	\$5.63	\$269.95	\$13.50	\$115.02	\$18.37	\$301.82	\$12.06	\$313.88
25 Yards - Includes 2.5 tons	\$344.65	\$7.04	\$337.61	\$16.88	\$143.78	\$22.96	\$377.45	\$15.07	\$392.52
30 Yards - Includes 3 tons	\$413.22	\$8.45	\$404.77	\$20.24	\$172.53	\$27.55	\$452.56	\$18.09	\$470.65
40 Yards - Includes 4 tons	\$550.97	\$11.26	\$539.71	\$26.99	\$230.04	\$36.73	\$603.43	\$24.12	\$627.55
50 Yards - Includes 5 tons	\$672.93	\$14.08	\$658.85	\$32.94	\$287.57	\$45.92	\$737.71	\$30.15	\$767.86
C&D - Haul Rate									
20 Yards - Includes 2 tons	\$296.55	\$5.69	\$290.86	\$14.54	\$104.92	\$17.24	\$322.64	\$11.24	\$333.88
25 Yards - Includes 2.5 tons	\$370.87	\$7.11	\$363.76	\$18.19	\$131.16	\$21.55	\$403.50	\$14.05	\$417.55
30 Yards - Includes 3 tons	\$444.67	\$8.53	\$436.14	\$21.81	\$157.39	\$25.86	\$483.81	\$16.86	\$500.67
40 Yards - Includes 4 tons	\$592.94	\$11.38	\$581.56	\$29.08	\$209.86	\$34.48	\$645.12	\$22.49	\$667.61
50 Yards - Includes 5 tons	\$725.34	\$14.22	\$711.12	\$35.56	\$262.30	\$43.09	\$789.77	\$28.10	\$817.87
Clean Wood - Haul Rate									
20 Yards	\$133.43	\$0.00	\$133.43	\$6.67	\$0.00	\$0.00	\$140.10	\$0.00	\$140.10
25 Yards	\$166.93	\$0.00	\$166.93	\$8.35	\$0.00	\$0.00	\$175.28	\$0.00	\$175.28
30 Yards	\$199.95	\$0.00	\$199.95	\$10.00	\$0.00	\$0.00	\$209.95	\$0.00	\$209.95
40 Yards	\$266.64	\$0.00	\$266.64	\$13.33	\$0.00	\$0.00	\$279.97	\$0.00	\$279.97
50 Yards	\$317.51	\$0.00	\$317.51	\$15.88	\$0.00	\$0.00	\$333.39	\$0.00	\$333.39
Old Corrugated Cardboard (OCC) - Haul Rate									
20 Yards	\$133.43	\$0.00	\$133.43	\$6.67	\$0.00	\$0.00	\$140.10	\$0.00	\$140.10
25 Yards	\$166.93	\$0.00	\$166.93	\$8.35	\$0.00	\$0.00	\$175.28	\$0.00	\$175.28
30 Yards	\$199.95	\$0.00	\$199.95	\$10.00	\$0.00	\$0.00	\$209.95	\$0.00	\$209.95
40 Yards	\$266.64	\$0.00	\$266.64	\$13.33	\$0.00	\$0.00	\$279.97	\$0.00	\$279.97
50 Yards	\$317.51	\$0.00	\$317.51	\$15.88	\$0.00	\$0.00	\$333.39	\$0.00	\$333.39
Recycle - Haul Rate									
20 Yards	\$133.43	\$0.00	\$133.43	\$6.67	\$0.00	\$0.00	\$140.10	\$0.00	\$140.10
25 Yards	\$166.93	\$0.00	\$166.93	\$8.35	\$0.00	\$0.00	\$175.28	\$0.00	\$175.28
30 Yards	\$199.95	\$0.00	\$199.95	\$10.00	\$0.00	\$0.00	\$209.95	\$0.00	\$209.95
40 Yards	\$266.64	\$0.00	\$266.64	\$13.33	\$0.00	\$0.00	\$279.97	\$0.00	\$279.97
50 Yards	\$317.51	\$0.00	\$317.51	\$15.88	\$0.00	\$0.00	\$333.39	\$0.00	\$333.39
Concrete / Dirt									
15 Yards - no included tonnage	\$183.20	\$0.00	\$183.20	\$9.16	\$0.00	\$0.00	\$192.36	\$0.00	\$192.36
Compactor Rates									
Haul Rate - Per Yard - includes tonnage	\$21.81	\$0.03	\$21.78	\$1.09	\$1.91	(\$0.04)	\$22.83	\$0.03	\$22.86

Ancillary / Misc Fees									
State Mandated Fee - Per yard times 4.3 weeks/month	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25	\$0.00	\$0.25
Debris Box Roll-Top Fee Per Haul	\$26.99	\$0.00	\$26.99	\$1.35	\$0.00	\$0.00	\$28.34	\$0.00	\$28.34
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ¹	\$54.54	\$0.00	\$54.54	\$2.73	\$0.00	\$0.00	\$57.27	\$0.00	\$57.27
Trip Charge ²	\$107.97	\$0.00	\$107.97	\$5.40	\$0.00	\$0.00	\$113.37	\$0.00	\$113.37
Inactivity Fee - Per Day (No activity for over 14 days) ³	\$12.28	\$0.00	\$12.28	\$0.61	\$0.00	\$0.00	\$12.89	\$0.00	\$12.89
Inactivity Fee - Maximum per month ³	\$184.22	\$0.00	\$184.22	\$9.21	\$0.00	\$0.00	\$193.43	\$0.00	\$193.43
Reactivation Fee - due to non-payment ⁴	\$38.17	\$0.00	\$38.17	\$1.91	\$0.00	\$0.00	\$40.08	\$0.00	\$40.08
Container Exchange Fee ⁵	\$163.60	\$0.00	\$163.60	\$8.18	\$0.00	\$0.00	\$171.78	\$0.00	\$171.78
Delivery Fee ⁶	\$163.60	\$0.00	\$163.60	\$8.18	\$0.00	\$0.00	\$171.78	\$0.00	\$171.78
Late Charge	2.5% of balance, \$5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, \$5.00 minimum
Debris Box Fuel Surcharge ⁷	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See below
Contamination Fee ⁸	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See below

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Trip Charge would apply when a Commercial Customer schedules a Debris Box service call that is not needed after Company arrives at the Customer location. Company must be given a 24 hour cancellation notice by the Customer.

[3] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$12.89 per day. The maximum fee per month is \$193.43.

[4] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[5] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[6] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[7] The attached fuel Surcharge rate table will be applied to only the Debris Box line of business and will be calculated based on the cost of fuel on a monthly basis. This will be a line item on the customer's monthly bill.

[8] The contamination fee is a pass-through contamination and/or administration fee imposed on by the landfill or disposal site for contaminated loads.



**Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation**

CPI ADJUSTMENT CALCULATION		
CPI Adjustment 2019 to 2020:		
Consumer Price Index (CPI for <i>All Urban Consumers</i>) ¹		
Index August 2020	273.567	A
Index August 2019	259.918	B
Percentage change of index	5.25%	C = (A-B)/B
Contractually allowed maximum % of CPI (Section 7.3)	5%	I
Allowed Price Adjustment: Lower of Annual CPI Adjustment (C) or contractually allowed max. % increase (I)	5.00%	J
Internet Hyperlink to Indices:		
http://data.bls.gov/cgi-bin/srgate		



**Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation**

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Aug-21	273.567
Aug-20	259.918

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.28	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567				



**Waste Management of Woodland
City of Woodland
Disposal Increase Calculations**

7.3.2 Disposal Fee Adjustment. Subject to the provisions of Section 7.3.4 regarding the time for making such a request, the Service Rates Shall be increased following an increase in the Disposal Fees. The Disposal Fee increase will be submitted at the time of the annual rate adjustment. The increase is subject to the provisions of Section 7.3.5 regarding the effective date of such increases and compensatory mechanisms for Disposal Fee increases for time periods prior to the effective date. Such increases shall be equal to the amount derived by multiplying (A) the portion of the previous Service Rate representing Disposal Costs by (B) the percentage increase in the Disposal Fees, and reducing that product (but not below zero) by an amount equal to the CPI adjustment (or, if less, the change in the U.S.C.P.I. between the date of the most recent Disposal Fee increase and the most recent month for which the U.S.C.P.I. is available).

Yolo County Landfill - MSW Disposal Adj Calc			
2021 Disposal Rate - 7/1/21	\$54.80	A	
2020 Disposal Rate - 7/1/20	\$53.32	B	
Inc (Dec) in Disposal Rate	\$1.48	C=A-B	
% Inc (Dec) in Disposal Rate	2.78%	D=C/B	
CPI Adj %	5.00%	E	
% Inc (Dec) in Disposal Rate Adjustment	-2.22%	F=D-E	

Yolo County Landfill - Green Waste Disposal Adj Calc			
2021 Disposal Rate - 7/1/21	\$75.00	A	
2020 Disposal Rate - 7/1/20	\$62.00	B	
Inc (Dec) in Disposal Rate	\$13.00	C=A-B	
% Inc (Dec) in Disposal Rate	20.97%	D=C/B	
CPI Adj %	5.00%	E	
% Inc (Dec) in Disposal Rate Adjustment	15.97%	F=D-E	

Yolo County Landfill - Mixed Green / Food Waste			
2021 Disposal Rate - 7/1/21	\$75.00	A	
2020 Disposal Rate - 7/1/20	\$66.00	B	
Inc (Dec) in Disposal Rate	\$9.00	C=A-B	
% Inc (Dec) in Disposal Rate	13.64%	D=C/B	
CPI Adj %	5.00%	E	
% Inc (Dec) in Disposal Rate Adjustment	8.64%	F=D-E	

Yolo County Landfill - C&D Disposal Adj Calc			
2021 Disposal Rate - 7/1/21	\$85.00	A	
2020 Disposal Rate - 7/1/20	\$70.00	B	
Inc (Dec) in Disposal Rate	\$15.00	C=A-B	
% Inc (Dec) in Disposal Rate	21.43%	D=C/B	
CPI Adj %	5.00%	E	
% Inc (Dec) in Disposal Rate Adjustment	16.43%	F=D-E	

Yolo County Landfill - MSW Disposal History	
Year	Disposal Rate
2021 Disposal Rate - 7/1/21	\$54.80
2020 Disposal Rate - 7/1/20	\$53.32
2019 Disposal Rate - 7/1/19	\$51.88
2nd 2018 Disposal Rate - 11/04/18	\$50.48
1st 2018 Disposal Rate - 7/1/18	\$46.55
2017 Disposal Rate - 7/1/17	\$45.20
2016 Disposal Rate - 7/1/16	\$43.87
2015 Disposal Rate - 7/1/15	\$42.72
2014 Disposal Rate - 7/1/14	\$41.71
2013 Disposal Rate - 7/1/13	\$40.58
2012 Disposal Rate - 7/1/12	\$39.63
2011 Disposal Rate - 7/1/11	\$38.78

Yolo County Landfill - Green Waste Disposal History	
Year	Disposal Rate
2021 Disposal Rate - 7/1/21	\$75.00
2020 Disposal Rate - 7/1/20	\$62.00
2019 Disposal Rate - 7/1/19	\$56.00
2018 Disposal Rate - 7/1/18	\$54.00
2017 Disposal Rate - 7/1/17	\$54.00
2016 Disposal Rate - 7/1/16	\$52.00
2015 Disposal Rate - 7/1/15	\$36.00

Yolo County Landfill - Mixed Green / Food History	
Year	Disposal Rate
2021 Disposal Rate - 7/1/21	\$75.00
2020 Disposal Rate - 7/1/20	\$66.00
2019 Disposal Rate - 7/1/19	\$64.00
2018 Disposal Rate - 7/1/18	\$62.00
2017 Disposal Rate - 7/1/17	\$54.00
2016 Disposal Rate - 7/1/16	\$52.00
2015 Disposal Rate - 7/1/15	\$36.00

Yolo County Landfill - C&D Disposal History	
Year	Disposal Rate
2021 Disposal Rate - 7/1/21	\$85.00
2020 Disposal Rate - 7/1/20	\$70.00
2019 Disposal Rate - 7/1/19	\$62.50
2018 Disposal Rate - 7/1/18	\$57.00
2017 Disposal Rate - 1/1/17	\$69.50
2016 Disposal Rate - 7/1/16	\$57.00
2015 Disposal Rate - 7/1/15	\$49.00



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.11
SUBJECT: CalPERS Resolution Making Elections Under the Public Employees' Medical and Hospital Care Act (PECHMA) with respect to a recognized employee organization 701 Non-PERS City Council.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Electing to be Subject to the Public Employees' Medical and Hospital Care Act (PECHMA) at an Equal Amount for Employees and Annuitants with respect to a recognized employee organization 701 Non-PERS City Council.

Staff Contact:

Sheila McShane, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:

This action will not result in any fiscal impact. The compensation and any related benefit costs for all employees, including City Council members, is calculated as part of the fiscal year 2021/22 operating budget adopted in June 2021.

Discussion:

City Councilmembers are elected every four years to serve at the pleasure of the citizens of Woodland. In January 2021, the City adopted a Letter of Understanding between the City Council members and the City. This letter formalized the monthly stipend amount paid to Council members and specified which benefits they qualify to receive. The City has a contract with CalPERS to provide medical insurance to qualified employees; to be considered "qualified", a person must have a membership in CalPERS. However, CalPERS defines City Council members as "optional" members, which means they do not have to participate in CalPERS like all other employees. To allow the City to continue offering medical benefits to these "optional" members, CalPERS requires the City to enter into a specific agreement. To complete this agreement, the City must pass a resolution to be subject to the Public Employees' Medical and Hospital Care Act (PEMHCA) at an Equal Amount for Employees and Annuitants with respect to a recognized employee organization 701 Non-PERS City Council.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, Electing to be Subject to the Public Employees' Medical and Hospital Care Act (PECHMA) at an Equal Amount for Employees and Annuitants with respect to a recognized employee organization 701 Non-PERS City Council.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kimberly McKinney, Director of Administrative Services

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

Attachments:

1. Resolution - CalPERS PEMCHA City Council

RESOLUTION NO. _____

ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE
ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION
701 NON-PERS CITY COUNCIL

- WHEREAS, (1) A contracting agency meeting the eligibility requirements set forth in Government Code Section 22920, may obtain health benefit plan(s), as defined under Government Code Section 22777, by submitting a resolution to the Board of Administration of the California Public Employees' Retirement System (the "Board"), and upon approval of such resolution by the Board, become subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) **City of Woodland** is a contracting agency eligible to be subject to the Act under Government Code Section 22920; and
- WHEREAS, (3) Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (4) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and
- WHEREAS, (5) **City of Woodland** desires to obtain for its employees and annuitants who are members of **Non-PERS City Council** the benefit of the Act and to accept the liabilities and obligations of an employer under the Act; now, therefore, be it
- RESOLVED, (a) **City of Woodland** elects to be subject to the provisions of the Act; and be it further
- RESOLVED, (b) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **the PEMHCA Minimum** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (c) **City of Woodland** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (d) That the participation of the employees and annuitants of **City of Woodland** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **City of Woodland** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to

terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (e) That the executive body appoint and direct, and it does hereby appoint and direct, Position Title or Name of Person to file with the Board a verified copy of this resolution, and to perform on behalf of **City of Woodland** all functions required of it under the Act; and be it further

RESOLVED, (f) That coverage under the Act be effective **January 1, 2022.**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.12
SUBJECT: Amendment No. 2 to Communications Site Lease Agreement with MetroPCS, LLC

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment No. 2 to the Communication Site Lease Agreement with MetroPCS, LLC for MetroPCS' continued use of City Property including a Wireless Communications Tower as well as the addition of a Concrete Pad, Emergency Back-up Generator and other Appurtenant Equipment.

Staff Contact:

Lynn Johnson, Senior Management Analyst, (530) 661-5979, lynn.johnson@cityofwoodland.org

Fiscal Impact:

Through the negotiated Amendment No. 2 to the Site Lease Agreement between the City of Woodland and MetroPCS, the City will receive a one-time Signing Bonus of \$7,000 as well as a \$937.17 increase to the monthly rent. The increase to the monthly rental payment is considered compensation for the additional square footage of City property needed to accommodate a 10'x15' concrete pad and back-up generator. The total monthly rent paid to the City of Woodland for use of the City's communications tower and land for the back-up generator will be \$3,060.80. This monthly rent will escalate 3% per year beginning 12 months from the date of execution of Amendment No. 2.

Rents received for the use of City communication towers are considered miscellaneous revenue to the City's General Fund.

Background:

The City entered into a Communication Site Lease Agreement with MetroPCS, LLC on October 19, 2004 that allowed the installation of three (3) antennas on the City's communications tower located at 1619 West Street, better known as Fire Station #2. The original monthly rent was \$1,000.

On October 30, 2012, Amendment No. 1 was executed allowing MetroPCS, LLC to install up to three (3) additional antennas on the City's tower in exchange for an increase in the monthly rent to \$1,600. Additionally, a 3% annual escalation factor was added to Amendment No. 1 effective each November, 12 months from the date of the Amendment.

Discussion:

Recently, MetroPCS expressed a desire to install an additional three (3) antennas on the Fire Station #2 communications tower as allowed by Amendment No. 1, bringing the total to six (6). Staff worked with Yolo911 and the City's Information Technology team to remove obsolete equipment from the City's tower and ultimately make room for MetroPCS' new antennas. During this process, MetroPCS asked about the possibility of installing a back-up generator near the base of the tower. New guidance from the Public Utilities Commission (PUC) has prompted cellular companies to increase the number of back-up generators available at cell sites. This PUC guidance comes from recent experiences related to extended power outages due to wildfires as well as routine Public Safety Power Shutoffs (PSPS). Additional back-up generators will help ensure that emergency communication systems remain available during emergencies and extended power outages.

The City Attorney and staff worked with the Fire Chief and Chief Building Official to ensure that the addition of the back-up generator would not disrupt the City's emergency response from Fire Station #2 nor impact the neighboring properties. A one-time signing bonus was included in the negotiated amendment to cover legal expenses for contract negotiation as well as to provide the Fire Department funding to update their storage facilities, since a storage shed will be removed to accommodate the generator pad. An increase to the monthly rent was also negotiated based on the square footage of additional City property needed to accommodate the back-up generator.

The original agreement included a five (5) year term with the ability to extend the agreement for four (4) additional five (5) year terms. The fourth Renewal Term of the Lease is currently scheduled to expire on November 28, 2029. This second amendment provides MetroPCS with three (3) additional renewal terms of five (5) years each beginning upon the expiration of the fourth Renewal Term in 2029.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment No. 2 to the Communication Site Lease Agreement with MetroPCS, LLC for MetroPCS' continued use of City Property including a Wireless Communications Tower as well as the addition of a Concrete Pad, Emergency Back-up Generator and other Appurtenant Equipment.

Prepared by: Lynn Johnson, Senior Management Analyst

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Amendment No. 2 - Communications Site Lease Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF WOODLAND, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
COMMUNICATIONS SITE LICENSE AGREEMENT AMENDMENT NO.
2 WITH METROPCS CALIFORNIA, A DELAWARE LLC FOR
METROPCS' CONTINUED USE OF CITY PROPERTY FOR A
WIRELESS COMMUNICATION TOWER AS WELL AS A CONCRETE
PAD, EMERGENCY BACK-UP GENERATOR AND OTHER
APPURTENANT EQUIPMENT**

WHEREAS, the City of Woodland entered into a Communications Site Lease Agreement with MetroPCS on October 19, 2004 for the installation and operation of equipment on a wireless communication tower with related ground equipment located at 1619 West Street (Woodland Fire Station #2) owned by the City of Woodland, for a five (5) year term, rent of \$1,000 per month and the ability to renew the lease for four (4) additional terms of five (5) years each; and

WHEREAS, the City of Woodland and MetroPCS entered into the first Amendment to the Site Lease Agreement on October 30, 2012 to allow three (3) additional antennas to be placed on the wireless communication tower, to increase the monthly rent to \$1,600, and to provide for a 3% annual rent escalation every November; and

WHEREAS, the City of Woodland and MetroPCS now wish to enter into Amendment No. 2 to the Communication Site License Agreement to allow MetroPCS to modify the existing communications equipment to add an emergency back-up generator on the premises on a 10'x15' concrete pad; and

WHEREAS, the monthly rent paid to the City of Woodland shall be increased to reflect the use of additional space by \$937.17 per month thereby making the total monthly rent \$3,060.80 with a 3% escalation factor each November; and

WHEREAS, the fourth Renewal Term of the Lease is otherwise scheduled to expire on November 29, 2029 and this Second Amendment provides MetroPCS three (3) additional renewal terms of five (5) years each commencing upon the expiration of the fourth Renewal Term; and

WHEREAS, within thirty (30) days of the Effective Date of the Second Amendment, MetroPCS will pay the City of Woodland a one-time payment of \$7,000 as a Signing Bonus.

NOW, THEREFORE, the City Council of the City of Woodland, State of California, does hereby:

1. Approve Amendment No. 2 to Communications Site License Agreement, which was presented to the City Council on this date as part of the report.
2. Authorize the City Manager to execute Amendment No.2 to Communications Site License Agreement with MetroPCS.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

AMENDMENT NO. 2 TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS AMENDMENT NO. 2 TO COMMUNICATIONS SITE LEASE AGREEMENT (“**Second Amendment**”), dated as of the later of the signature dates below (the “**Effective Date**”), is by and between the City of Woodland, a California municipal corporation (“**Lessor**”) and MetroPCS California, LLC, a Delaware limited liability company (“**Lessee**”).

WHEREAS, Lessor and MetroPCS California/Florida, Inc., a Delaware corporation (“**MetroPCS C/F, Inc.**”), entered into that certain Communications Site Lease Agreement dated as of October 19, 2004, as amended by that certain Amendment No. 1, dated October 30, 2012 (collectively, the “**Lease**”) with whereby Lessor leased to MetroPCS C/F, Inc. certain Premises therein described, that are a portion of the real property located at 1619 West Street, Woodland, California and assigned APN 039-101-12-1 and commonly known as Woodland Fire Station No. 2 (“**Lessor’s Real Property**”) for purposes of installing Lessee’s communications equipment (such portion of the Lessor’s Real Property is hereinafter, the “**Premises**”); and

WHEREAS, a Certificate of Conversion was filed for the purpose of converting MetroPCS C/F, Inc. from a Delaware corporation to a Delaware limited liability company, changing its name to MetroPCS California/Florida, LLC, a Delaware limited liability company, (“**MetroPCS C/F, LLC**”) on December 28, 2005; and

WHEREAS, a Certificate of Amendment to Certificate of Formation was filed for the purpose of changing the name of MetroPCS C/F, LLC to MetroPCS California, LLC, a Delaware limited liability Company, on March 27, 2006; and

WHEREAS, Lessor and Lessee desire to amend the Lease to allow Lessee to modify Lessee’s existing communications equipment to add an emergency back-up generator, expand the Premises, and add the following terms and conditions; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein as if set forth in their entirety.

2. **Additional Equipment.** Effective upon full execution of this Second Amendment, Lessor consents to the installation of certain new Lessee equipment, consisting of a concrete pad, emergency back-up generator, and other appurtenant equipment, as more particularly depicted and described on Exhibit B-2 attached hereto and incorporated by this reference (“**Additional Improvements**”), and consents to the expansion of the Premises by an amount equal to one hundred fifty (150) square feet, a rectangular area that is ten feet by fifteen feet (10’ x 15’), to

accommodate the Additional Improvements, as more particularly legally described in Exhibit C attached hereto and incorporated by this reference. As such, Exhibit B-1 is hereby deleted in its entirety and replaced with Exhibit B-2 attached hereto, which describes and depicts the location and plans for the expanded Premises and Additional Improvements (“**Site Plan**”). As of the Effective Date, the Additional Improvements shall constitute a portion of Lessee’s Facilities. Lessee shall be solely responsible to obtain and comply with all permits, authorizations, and approvals required by law for the Additional Improvements. This Second Amendment does **not** imply or assure any particular outcome related to any potential regulatory approvals from the City of Woodland.

3. Operation of Equipment. Lessee shall be solely responsible for the maintenance and operation of the Additional Improvements in a safe manner and condition. Lessee hereby agrees that its operation and maintenance of the Additional Improvements will be conducted in accordance with the requirements of the Lease, this Second Amendment, and all other applicable laws. Lessee hereby further agrees and acknowledges, that it performed, or caused to be performed, a noise analysis of the new equipment in operation in anticipation of its location on the Premises due to the residential surroundings and said noise analysis found Lessee’s equipment, as modified, to be in compliance with all applicable noise ordinances. Lessee shall at all times hereunder assure that the equipment complies with any applicable noise ordinances. In the event of neighbor complaints of noise in excess of any applicable noise ordinances during or following the installation of the new equipment, Lessee shall undertake all reasonable measures to eliminate the source of disturbance at the Premises. In the event that Lessee cannot cause such disturbance to be eliminated to the reasonable satisfaction of Lessor within sixty (60) days from receipt of such complaint, then Lessor and Lessee shall have the right to terminate this Second Amendment upon thirty (30) days’ written notice to the other party and Lessee shall be solely responsible for removal of the Additional Improvements and restoration of the Premises to its original condition.

4. Rent Increase. Lessee’s rent per month (“**Monthly Rent**”) shall be increased to reflect the expanded premises consistent with the Site Plan and the Additional Improvements (“**Additional Rent**”). The Additional Rent shall be in an amount equal to Nine Hundred Seventy-Three Dollars and Seventeen Cents (\$973.17) per month commencing upon the first day of the month following the Effective Date of this Second Amendment. Therefore, commencing upon the first month following the Effective Date of this Second Amendment, the Monthly Rent shall be Three Thousand Dollars (\$3,060.80). The Monthly Rent shall escalate and continue to be paid to the Lessor in the same manner set forth in the Lease. In the event this Second Amendment is terminated, Monthly Rent shall be reduced in proportion to the reduction in the size of the Premises.

5. Term Extension; Holdover. The Parties agree that the Lease Commencement Date was November 29, 2004, and without giving effect to the terms of this Second Amendment, the fourth Renewal Term of the Lease is otherwise scheduled to expire on November 28, 2029. This Second Amendment provides Lessee three (3) additional renewal terms of five (5) years each (each an “**Additional Renewal Term**” and collectively, the “**Additional Renewal Terms**”) commencing upon the expiration of the fourth Renewal Term or Additional Renewal Term, as applicable. Provided Lessee is not in default, the three (3) Additional Renewal Terms will automatically renew upon the expiration of the fourth Renewal Term or Additional Renewal Term, as applicable, unless

either party notifies the other party in writing of its intention not to extend the Lease by providing one-hundred (180) days written notice prior to the expiration of the fourth Renewal Term or any Additional Renewal Term. If Lessee remains in possession of the Premises at the expiration or earlier termination of the Lease without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of the Lease, as amended, except that the Monthly Rent shall be 150% of the Monthly Rent in effect at the expiration or earlier termination of the Lease, and shall also escalate and continue to be paid to the Lessor in the same manner set forth in the Lease. Nothing contained herein shall grant Lessee the right to holdover after the term of the Lease, as amended, has expired.

6. Signing Bonus. Within thirty (30) days of the Effective Date of this Second Amendment, Lessee shall pay to Lessor a one-time payment in the amount of Seven Thousand and No/100 Dollars (\$7,000.00) ("**Signing Bonus**") for processing and documenting this Second Amendment. This Signing Bonus is non-reimbursable.

7. Indemnification; Insurance. Lessee hereby agrees to pay any fines and fees imposed on Lessee as a result of the use, installation, operation, maintenance, and removal of the Additional Improvements and agrees to indemnify and hold the Lessor harmless for any fines or fees that may be imposed on Lessor as a result of the installation, operation, maintenance, and removal of the Additional Improvements. Any contractor or subcontractor hired by the Lessee for construction, installation, operation, maintenance, and removal of the Additional Improvements shall maintain insurance coverage equal to that required of the Lessee under Section 16 of the Lease and shall name and include Lessor as an additional insured with respect to such insurance coverage. It is the responsibility of the Lessee to ensure compliance with this provision. Lessor accepts no responsibility arising from the acts or omissions of Lessee's contractor or subcontractor.

8. Governmental Approvals. Any required permits or approvals for the Additional Improvements shall be obtained by Lessee at Lessee's sole expense. Furthermore, it is understood and agreed that Lessee's ability to install the Additional Improvements is contingent upon its obtaining, prior to construction of Additional Improvements, all of the certificates, permits, authorizations, and other approvals that may be required by any federal, state, or local authorities, including but not limited to any permits, authorizations, and approvals required by the Yolo-Solano Air Quality Management District (collectively, the "**Governmental Approvals**"; individually, a "**Governmental Approval**"). Lessor shall bear no responsibility or liability under the Lease and this Second Amendment for Lessee's inability to make use of the Premises for the Additional Improvements due to a failure to obtain any required permit, authorization, or approval. If Lessee fails to receive such permits, authorizations, or approvals within one year of the Effective Date of this Second Amendment, Lessor's consent to the Additional Improvements in Sections 1 and 2 shall be automatically withdrawn and this Second Amendment shall terminate; provided, however, the Lease shall remain in full force and effect and this Second Amendment shall terminate. Notwithstanding the foregoing, if Lessee decides it no longer requires such Additional Improvements in connection with the operation of Lessee's Facilities, or for any reason or no reason, Lessee may terminate this Second Amendment on thirty (30) days' prior written notice to Lessor.

9. Environmental.

9.1 For purposes of this Second Amendment and the Additional Improvements approved herein, the term “Hazardous Substances” means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited statutes are hereinafter collectively referred to as the “Toxic Substances Laws”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum fuel or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

9.2 Except as otherwise specifically permitted under the terms of the Lease, Lessee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Premises or Lessor’s Real Property in violation of any federal, state, or local law, rule, regulation, order, decree or other Lease requirement. Storage batteries for emergency power, fuel for the approved generator, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Lessee’s facilities are excepted from the preceding prohibition of use by Lessee of Hazardous Substances on Lessor’s Real Property, so long as Lessee complies with all applicable federal, state and local laws, rules and regulations governing the storage and use of such items.

9.3 Except as otherwise specifically permitted under the terms of the Lease, as amended herein, no permanent underground or above ground storage tanks shall be installed on Lessor’s Real Property. Lessor or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Lessor’s Real Property and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on Lessor’s Real Property and taking photographs.

9.4 Lessee shall, within twenty-four (24) hours of the discovery by Lessee of the presence of, or believed presence of, a Hazardous Substance as defined herein not in compliance with Toxic Substance Laws caused by Lessee, give written notice to Lessor in the event that Lessee knows or has reasonable cause to believe that any release of Hazardous Substance caused by Lessee has come or will come to be located on, under, about or within the Premises or Lessor's Real Property. The failure to disclose in a timely manner the release of a Hazardous Substance, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of the Lease by Lessor in addition to actual damages and other remedies provided by law. Lessee shall immediately clean up and completely remove all Hazardous Substances placed by Lessee on, under, about or within the Premises or Lessor's Real Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

9.5 In the event Hazardous Substances are discovered by Lessee, Lessee shall disclose to Lessor the specific information regarding Lessee's discovery of any Hazardous Substances placed on, under, about or within Lessor's Real Property by Lessee, and provide written documentation of its safe and legal disposal, if Lessee disposes such.

9.6 Breach of any of these covenants, terms, and conditions, and Lessee's failure to cure within thirty (30) days of Lessee's receipt of written notice from Lessor, shall give Lessor the authority to either immediately terminate the Lease or to shut down Lessee's operations thereon, at the sole discretion of Lessor. In either case, Lessee will continue to be liable under the Lease to remove and mitigate all Hazardous Substances placed by Lessee on, under, about or within the Lessor's Real Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to Lessor's Real Property by Lessee during Lessee's period of use and possession of Lessor's Real Property. Upon termination of the Lease, Lessee shall, in accordance with all laws, remove from Lessor's Real Property any equipment or improvements placed on Lessor's Real Property by Lessee that may be contaminated by Hazardous Substances.

9.7 Lessee shall defend, indemnify and hold Lessor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of reasonable attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Lessee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises or Lessor's Real Property. Lessor shall defend, indemnify and hold Lessee and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of reasonable attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Lessor or its partners, affiliates, agents, officials, officers, contractors or employees on the Lessor's Real Property. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each party from any liability created by the other party pursuant to such sections.

10. **Notices.** The notice addresses in Section 22 of the Agreement or referenced therein for Lessee are hereby deleted in their entirety and replaced with the following:

Lessee: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/SC90186M

11. **Signatures Required.** This Second Amendment shall have no force or effect whatsoever unless and until it has been executed by Lessor and Lessee. This Second Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or Lessor-approved electronic means have the same force and effect as the use of a manual signature. Both Lessor and Lessee wish to permit this Second Amendment to be electronically signed in accordance with applicable federal and California law. Either party to this agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Lease. The parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Second Amendment. Lessor reserves the right to reject any digital signature that cannot be positively verified by Lessor as an authentic electronic signature.

12. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease is otherwise unmodified and remain in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to and include this Second Amendment.

13. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Second Amendment on the dates set forth below.

“LESSOR ”

The City of Woodland,
a California municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

“LESSEE”

MetroPCS California, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Its: _____

Date: _____

EXHIBIT B-2
Additional Improvements



SHEET NUMBER

1. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE HEALTH AND SAFETY STANDARDS FOR ELECTROMAGNETIC FIELD EMISSIONS AS ESTABLISHED BY THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SUCCESSOR THEREOF, AND ANY OTHER FEDERAL OR STATE AGENCY.
2. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION REGARDING PHYSICAL AND ELECTROMAGNETIC INTERFERENCE.
3. LIGHTING OR SIGNS WILL BE PROVIDED ONLY AS REQUIRED BY FEDERAL OR STATE AGENCIES.

T-MOBILE (RF): _____ DATE: _____

T-MOBILE (CONST.): _____ DATE: _____

T-MOBILE (RF): _____ DATE: _____

LANDLORD: _____ DATE: _____

LATITUDE: 38° 39' 30.96" NORTH (NAD83)
LONGITUDE: -121° 47' 1.284" WEST (NAD83)

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR	- TBD
SUBCONTRACTOR	- GENERAL CONTRACTOR (CONSTRUCTION)
OWNER	- T-MOBILE
OEM	- ORIGINAL EQUIPMENT MANUFACTURER

14. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS UNLESS OTHERWISE SPECIFIED. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
15. ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH AISC SPECIFICATIONS.
16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATION 25741-000-34PS-400Z-000002. GENERAL CONSTRUCTION SHALL COMPLY WITH SPECIFICATION 25741-000-34PS-400Z-000002. GENERAL CONSTRUCTION SHALL COMPLY WITH SPECIFICATION 25741-000-34PS-400Z-000002.

18. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.

4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

5. POST INSTALLED ANCHORS SHALL BE PROVIDED IN ACCORDANCE WITH SPECIFICATION 305-T18-00013 "SELECTION, DESIGN, INSTALLATION, INSPECTION AND TESTING OF ADHESIVE AND MECHANICAL EXPANSION ANCHORS FOR WIRELESS SITE FACILITIES". ANCHORS SHALL BE MULTI OR APPROVED, EQUAL, INSTALLED, INSPECTED AND TESTED AS SHOWN ON THE DESIGN. PERFORMANCE

50 CUBIC YARDS (IBC 1905.6.2) IN THAT EVENT THE FOLLOWING RECORDS SHALL BE PROVIDED BY THE CONCRETE SUPPLIER:

- (A) RESULTS OF CONCRETE CYLINDER TESTS PERFORMED AT THE SUPPLIER'S PLANT,
- (B) CERTIFICATION OF MINIMUM COMPRESSIVE STRENGTH FOR

-

THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ), THE SITE-SPECIFIC (UL, LP, OR NFPA) LIGHTING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO

- SITE WORK GENERAL NOTES:**
1. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.

FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING &

1. WIRING, RACEWAY, AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELLORDIA.
2. SUBCONTRACTOR SHALL MODIFY EXISTING CABLE TRAY SYSTEM AS REQUIRED TO SUPPORT RF AND TRANSPORT CABLEING TO THE NEW BTS EQUIPMENT. SUBCONTRACTOR SHALL SUBMIT

17. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
18. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR

20. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENGAGED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.

1. EXCAVATE AS REQUIRED TO REMOVE VEGETATION & TOPSOIL EXPOSE UNDISTURBED NATURAL SUBGRADE AND PLACE CRUSHED STONE AS REQUIRED.
- 2a. COMPACTION CERTIFICATION: AN INSPECTION AND WRITTEN CERTIFICATION BY A QUALIFIED GEOTECHNICAL, GEOPHYSICAL, OR ENGINEER IS ACCESSIBLE

- COMPACTION EQUIPMENT:
HAND OPERATED DOUBLE DRUM, VIBRATORY ROLLER, VIBRATORY PLATE COMPACTOR OR JUMPING JACK COMPACTOR.

SYMBOLS

- $\frac{\theta}{\theta}$ — SUPPLEMENTAL GROUND E

0 0 CIRCUIT BREAKER

- GROUND ROD
DISCONNECT SWITCH

■ CADWELD TYPE CONNECTION

- — — — — GROUNDING WIRE
- ABBREVIATIONS

DTG PAGE TRANSFERRED STATE

- MIN MINIMUM

[illegible]

- REQ REQUIRED

AWG AMERICAN WIRE GAUGE

- | | |
|-----|-----------------------|
| EG | EQUIPMENT GROUND |
| EGW | EQUIPMENT GROUND WIRE |

- RBS RADIO BASE STATION

CONSULTING FIRM



PHONE: 602-910-6030 FAX: 480-279-1271

REV	DATE	ISSUE FOR REVIEW DESCRIPTION
0	7/07/21	ISSUE FOR SUBMITTAL
1	2/12/21	ISSUE FOR REVIEW



1619 WEST STREET
WOODLAND, CA 95695
YOLO COUNTY

15

GENERAL NOTES

SHEET NUMBER

1

SITE PLAN KEY NOTES:

- 1 (E) PROPERTY LINE
- 2 (E) CHAIN LINK FENCE
- 3 (E) ACCESS GATE
- 4 (E) BUILDING
- 5 (E) TOWER
- 6 (E) CONCRETE PAD
- 7 (E) ICE BRIDGE
- 8 (E) T-MOBILE EQUIPMENT CABINET
- 9 (E) T-MOBILE FUEL CELL CABINET
- 10 (E) SHED
- 11 (E) GENERATOR



SITE PLAN

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/8" = 1'-0"

1

PREPARED FOR:



1755 CRENSHAW DRIVE
SACRAMENTO, CA 95833

CONSULTING FIRM



22972 SOUTH 193 STREET,
GREEN CREEK AZ 85147
PHONE: 602-919-9833 FAX: 602-279-1271

PROJECT NO: 0000
DRAWN BY: CH
CHECKED BY: GH

REV	DATE	DESCRIPTION
0	7/07/21	ISSUE FOR SUBMITTAL
A	2/12/21	ISSUE FOR REVIEW



GIBSON ROAD
SC90186M
1619 WEST STREET
WOODLAND, CA 95665
YUBA COUNTY

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1



PREPARED FOR:

T-Mobile
WEST LLC

1755 CRENSHAW DRIVE
SACRAMENTO, CA 95833

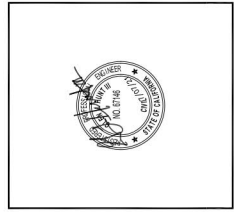
CONSULTING FIRM

SINGLE SOURCE

22972 SOUTH 193 STREET,
GREEN CHURCH AZ 85147
PHONE: 602-919-9833 FAX: 602-279-1271

PROJECT NO: 0000
DRAWN BY: CH
CHECKED BY: GH

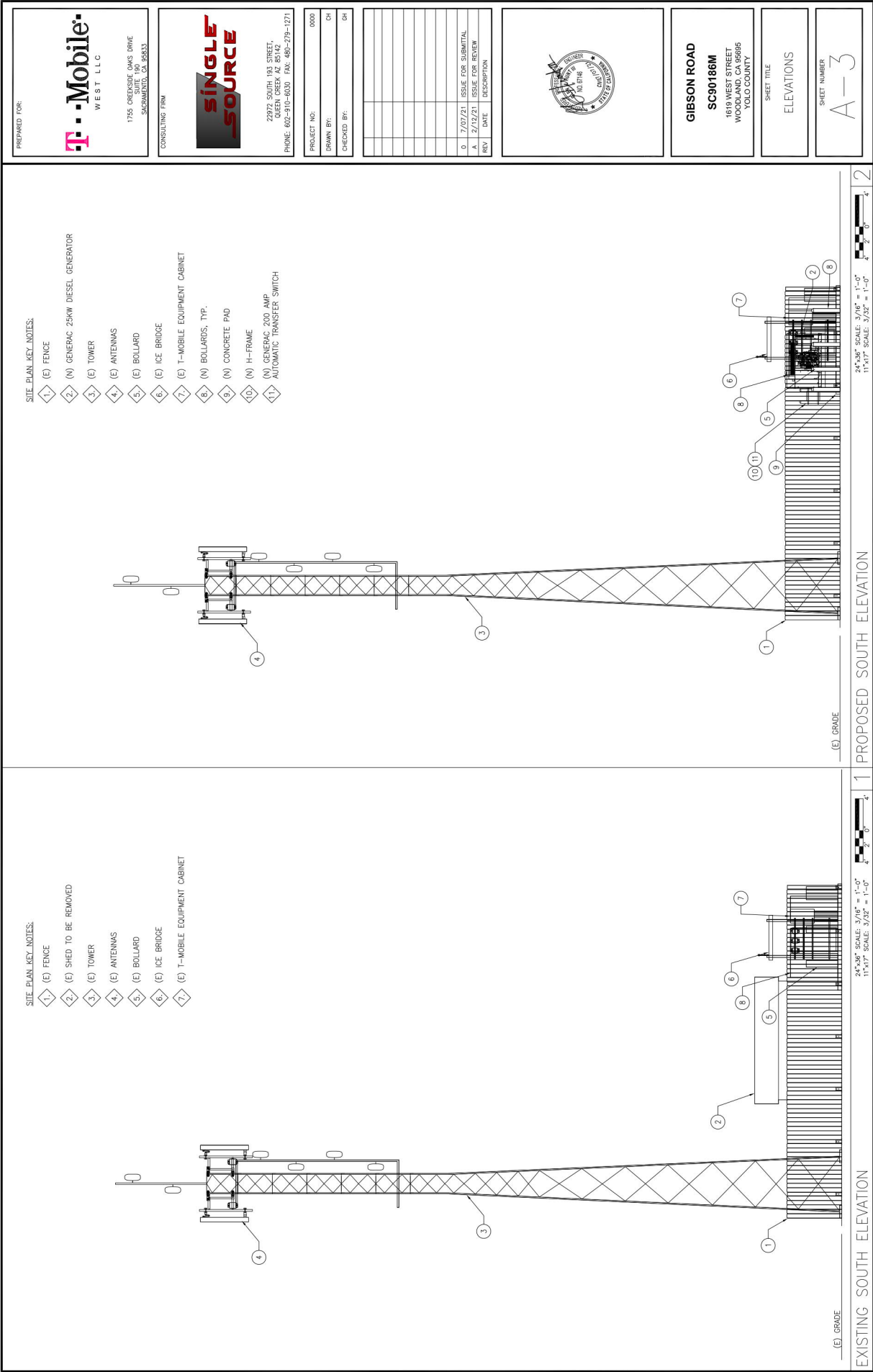
REV	DATE	DESCRIPTION
0	7/27/21	ISSUE FOR SUBMITTAL
1	2/12/21	ISSUE FOR REVIEW



GIBSON ROAD
SC90186M
1618 WEST STREET
WOODLAND, CA 95665
YUBA COUNTY

SHEET TITLE
ENLARGED SITE
PLAN

SHEET NUMBER
A-2



PREPARED FOR:



WEST LLC

1755 CRENSHAW DRIVE
SACRAMENTO, CA 95833

CONSULTING FIRM



22972 SOUTH 193 STREET,
GREEN OAK, AZ 85142
PHONE: 802-919-9833 FAX: 802-279-1271

PROJECT NO:

0000

DRAWN BY:

CH

CHECKED BY:

GH

DATE

DESCRIPTION

0 7/07/21 ISSUE FOR SUBMITTAL

A 2/12/21 ISSUE FOR REVIEW



GIBSON ROAD

SC90186M

1619 WEST STREET
WOODLAND, CA 95695
YUBA COUNTY

SHEET TITLE

DETAILS

SHEET NUMBER

A-4

103.4"

91.7"

102.7"

98.7"

73.5"

48.3"

23.2"

91.7"

103.4"

BOTTOM OF GENERATOR SKID

(5) 3/8" HILTI KWIK BOLTS TZ PER SIDE.

91.7"

35"

102.7"

98.7"

73.5"

48.3"

23.2"

91.7"

103.4"

BOTTOM OF GENERATOR SKID

(5) 3/8" HILTI KWIK BOLTS TZ PER SIDE.

LEVEL 2 SOUND ATTENUATION ENCLOSURE

98 dBA

103.4 X 35 X 91.7

2161

65 dBA

W1

H1

W2

H2

DEPTH

17.24/437.9

20/508

12.5/317.5

14.6/370.8

7.09/180.1

20/9.07

MODEL

RKSC200A3

HEIGHT (N/A/M)

17.24/437.9

WIDTH (N/A/M)

12.5/317.5

DEPTH (N/A/M)

7.09/180.1

WEIGHT (LBS./KILOS)

20/9.07

GENERAC

1. SUBSTITUTION OF A HILTI KWIK BOLT TZ ANCHOR WITH ANOTHER ANCHOR SHALL BE AT THE DISCRETION OF THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE WRITTEN APPROVAL OF THIS ENGINEERING PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BEAR THE ENTIRE COST OF REPLACEMENT OF NON-APPROVED ANCHORS.

2. THE CONTRACTOR SHALL ACCURATELY LOCATE ALL EXISTING REINFORCING BY X-RAY OR EQUIVALENT METHOD. NO REBAR OR TENDONS SHALL BE CUT. ALL TENDONS SHALL BE ENTIRELY AT THE EXPENSE OF THE CONTRACTOR.

3. SPECIAL INSPECTION IS REQUIRED FOR INSTALLATION OF ANCHORS.

4. INSTALLATION OF CONCRETE ANCHORS IN MASONRY IS NOT ALLOWED.

5. USE STAINLESS STEEL FOR EXPOSED APPLICATIONS.

6. NORMAL WEIGHT AND SAND-WEIGHT CONCRETE MUST CONFORM TO SECTIONS 1303 AND 1305 OF THE IBC.

ANCHOR SCHEDULE

BOLT DIAMETER	1/2"	5/8"	3/4"
MIN. EMBEDMENT DEPTH	3-1/4"	3-1/8"	3-3/4"
MIN. THICKNESS	4"	5"	6"
MIN. EDGE DISTANCE	2-1/2"	3-1/4"	4-1/4"
PULLOUT STRENGTH CONCRETE	2,340 LBS	3,180 LBS	5,840 LBS
	N/A	8,110 LBS	N/A

ANCHOR SCHEDULE NOTE

THIS TABLE IS IN ACCORDANCE WITH: ICC REPORT ESR-1917

GENERAC 200 AMP AUTOMATIC TRANSFER SWITCH

SCALE: NTS

2

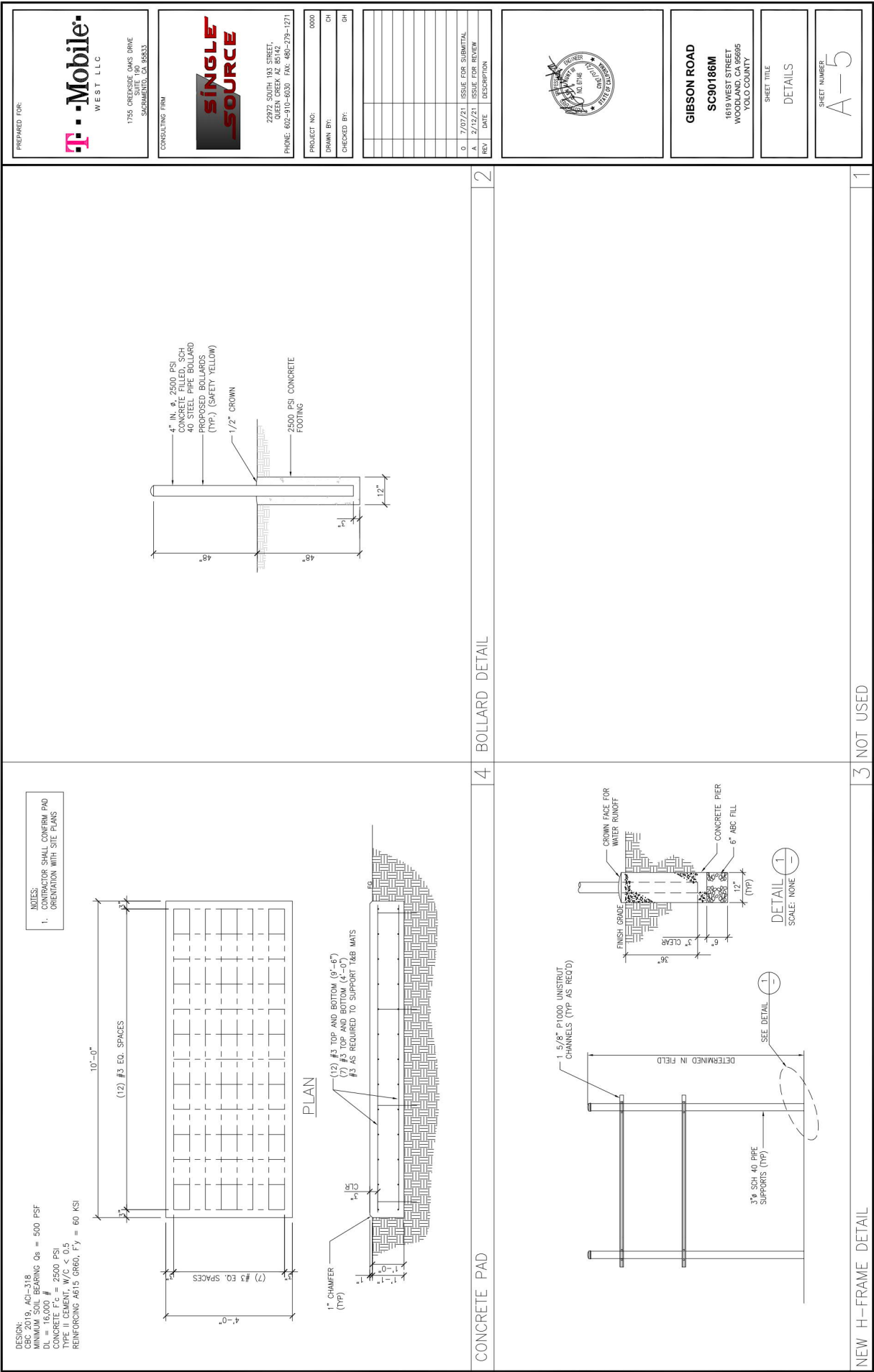
HILTI KWIK BOLT TZ ANCHOR

SCALE: NTS

3

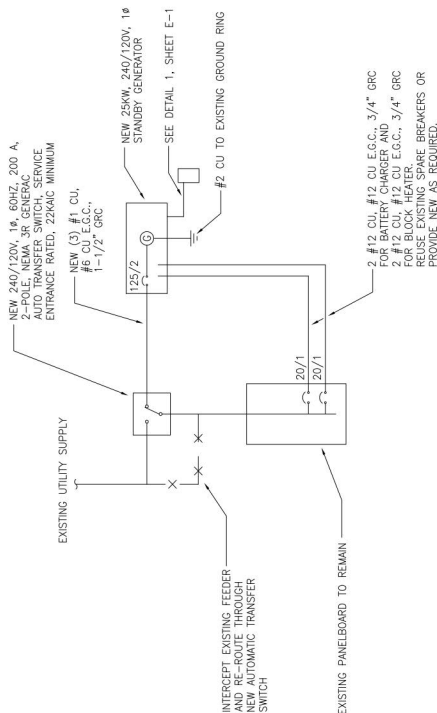
GENERAC 25KW DIESEL GENERATOR

Page 80



1. SUBCONTRACTOR SHALL FIELD VERIFY, WITHIN THE SCOPE OF WORK, THAT ALL EXISTING CONDUIT/CONDUITS, CONDUIT STUB-UPS, AND ELECTRICAL EQUIPMENT/RATINGS ARE INSTALLED PER NEC AND LOCAL AUTHORITIES HAVING JURISDICTION.
2. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO DRAWINGS PROVIDED BY EQUIPMENT MANUFACTURERS.
3. PROVIDE SIGNS AT SERVICE ENTRANCE EQUIPMENT AS REQUIRED BY NEC ARTICLE 702.8 INDICATING SITE HAS ON-SITE AUTOMATIC START STAND-BY GENERATOR.

4. THIS SITE IS NOT REQUIRED BY A DETERMINING AGENCY TO BE A LEGALLY REQUIRED SYSTEM.
5. THE PROPOSED STANDBY GENERATOR IS NOT A SEPARATELY-DERIVED POWER SYSTEM.
6. THE GENERATOR USE HAS BEEN SPECIFIED BY THE CLIENT. THE CLIENT SHALL BE SOLELY RESPONSIBLE FOR ASSURING THAT THE LOAD APPLIED TO THE GENERATOR IS WITHIN THE GENERATOR'S RATING.
7. THE CONTRACTOR SHALL VERIFY THE AVAILABLE FUEL CURRENT WITH THE SERVING UTILITY AND SHALL USE THAT DATA TO CALCULATE THE FUEL CONSUMPTION OF THE AUTOMATIC TRANSFER SWITCH. THE AUTOMATIC TRANSFER SWITCH SHALL BE SUITABLE FOR USE AT THE CALCULATED FUEL CURRENT.



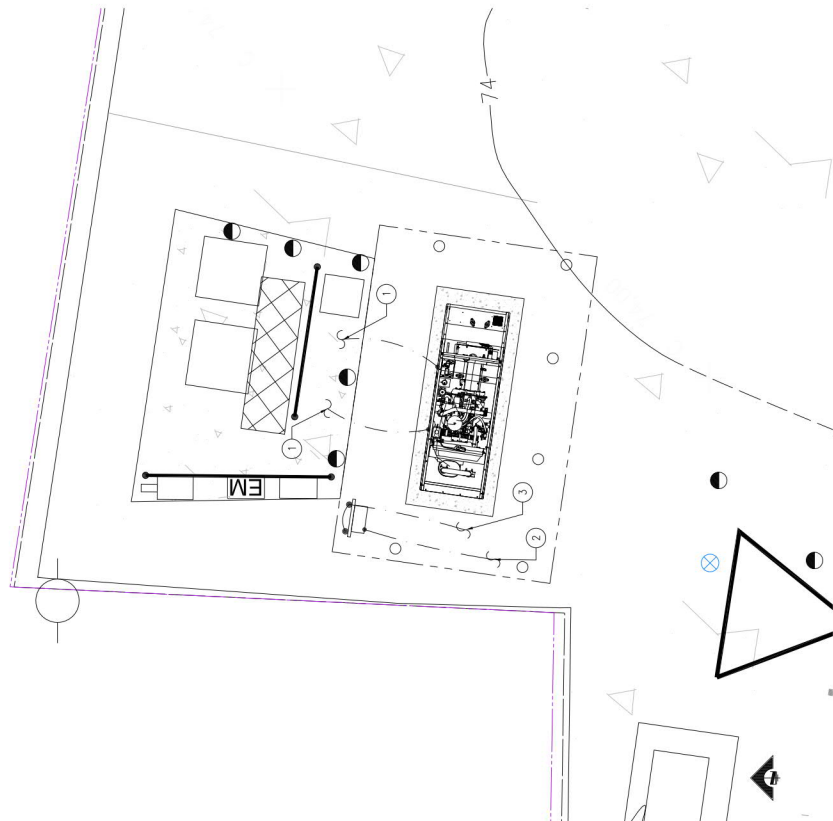
STANDBY GENERATOR SINGLE-LINE DIAGRAM

25KW STANDBY GENERATOR SINGLE-LINE DIAGRAM

SITE PLAN KEY NOTES:

1. (N) GENERAC 25KW DIESEL GENERATOR
GROUND TO GROUND RING (FIELD VERIFY LOCATION)
2. (N) GENERAC 200 AMP AUTOMATIC TRANSFER SWITCH
GROUND TO GROUND RING (FIELD VERIFY LOCATION)
3. (N) H-FRAME GROUND TO GROUND RING (FIELD VERIFY LOCATION)

NOTE:
CONTRACTOR TO FIELD VERIFY LOCATION
OF (E) EQUIPMENT GROUND RING



24" x 36" SCALE: 3/8" = 1'-0"
11" x 17" SCALE: 3/16" = 1'-0"

GROUNDING PLAN

PREPARED FOR:



755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM



22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142
PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
DRAWN BY:	CH
CHECKED BY:	GH

[illegible]

GIBSON ROAD
SC90186M
1619 WEST STREET
WOODLAND, CA 95695
YOLO COUNTY

SHEET TITLE
GROUNDING
DETAILS

SHEET NUMBER
F-2

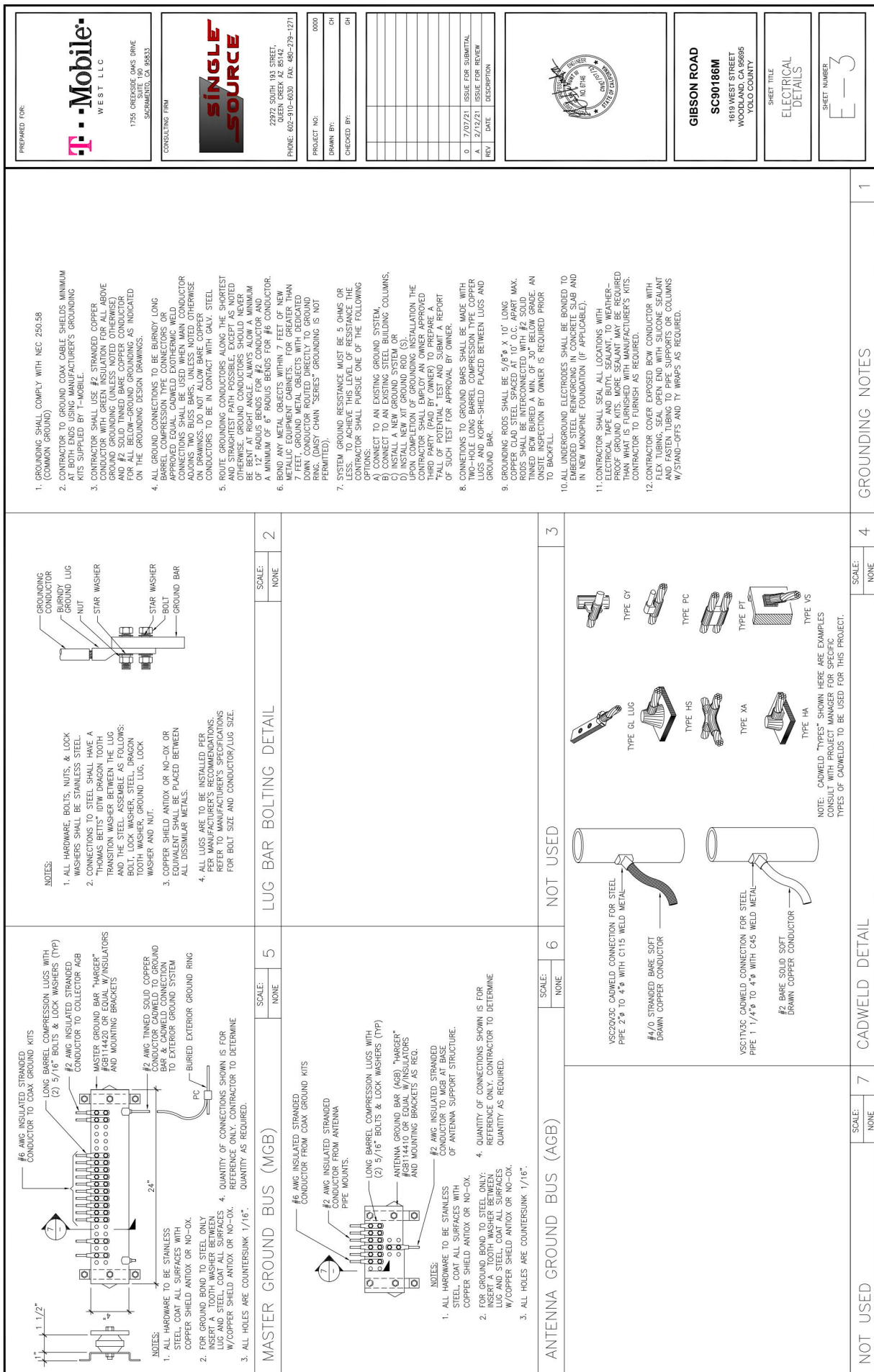


EXHIBIT C
Legal Description of Expanded Premises

LEGAL DESCRIPTION OF EXISTING PREMISES

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B.&M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MONUMENT AT THE POINT OF CURVE OF EL DORADO DRIVE AND WEST STREET FROM WHICH A FOUND MONUMENT BEARS SOUTH 82°10'11" EAST, 123.84 FEET; THENCE NORTH 43°46'30" EAST, 162.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°25'03" EAST, 13.44 FEET; THENCE SOUTH 13°53'04" WEST, 9.33 FEET; THENCE NORTH 81°44'15" WEST, 11.02 FEET; THENCE NORTH 00°52'12" WEST, 9.49 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF ADDITIONAL PREMISES

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B.&M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MONUMENT AT THE POINT OF CURVE OF EL DORADO DRIVE AND WEST STREET FROM WHICH A FOUND MONUMENT BEARS SOUTH 82°10'11" EAST, 123.84 FEET; THENCE NORTH 47°52'40" EAST, 146.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08°15'45" EAST, 10.00 FEET; THENCE SOUTH 81°44'15" EAST, 15.00 FEET; THENCE SOUTH 08°15'45" WEST, 10.00 FEET; THENCE NORTH 81°44'15" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

NEW LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B. 4M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MONUMENT AT THE POINT OF CURVE OF EL DORADO DRIVE AND WEST STREET FROM WHICH A FOUND MONUMENT BEARS SOUTH 82°01'11" EAST 120.84 FEET THENCE NORTH 79°52'10" EAST 10.00 FEET; THENCE SOUTH 81°44'15" EAST, 10.00 FEET; THENCE SOUTH 08°15'45" EAST, 10.00 FEET; THENCE SOUTH 81°44'15" EAST, 10.00 FEET; THENCE SOUTH 08°15'45" WEST, 10.00 FEET; THENCE NORTH 81°44'15" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

EX. LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B. 4M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MONUMENT AT THE POINT OF CURVE OF EL DORADO DRIVE AND WEST STREET FROM WHICH A FOUND MONUMENT BEARS SOUTH 82°01'11" EAST 120.84 FEET THENCE NORTH 79°52'10" EAST 10.00 FEET; THENCE SOUTH 81°44'15" EAST, 10.00 FEET; THENCE SOUTH 08°15'45" EAST, 10.00 FEET; THENCE SOUTH 81°44'15" EAST, 10.00 FEET; THENCE SOUTH 08°15'45" WEST, 10.00 FEET; THENCE NORTH 81°44'15" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE THE EXISTENCE OF ANY EASEMENTS OR OTHER INTERESTS AFFECTING THE PROPERTY.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY EASEMENTS OR OTHER INTERESTS AFFECTING THE PROPERTY. THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAGE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR REPLACEMENT OF THE CONTRACTOR.

BASIS OF BEARING

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON U.S. STATE PLANE MAPS, COORDINATE SYSTEM CALIFORNIA STATE PLANE ZONE 10, DETERMINED BY GPS OBSERVATIONS.

SITE BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD83 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 02/16/21.

CENTER OF GEODETIC COORDINATES

NAD83 COORDINATES FOR THE CENTER OF THE PROJECT ARE:
EASTING: 387,397.310227 (METERS)
NORTHING: 3,121,477.012607 (METERS)
ELEVATION @ GRADE = 74.07 (NAVD83)

ANTENNA=170.7' (A.M.S.L.); 96.7' (A.G.L.)
ANTENNA=157.0' (A.M.S.L.); 83.0' (A.G.L.)
MW=152.5' (A.M.S.L.); 83.5' (A.G.L.)
TOWER=154.5' (A.M.S.L.); 81.5' (A.G.L.)
ANTENNA=154.0' (A.M.S.L.); 80.0' (A.G.L.)
ANTENNA=150.0' (A.M.S.L.); 76.0' (A.G.L.)
ANTENNA=145.0' (A.M.S.L.); 71.0' (A.G.L.)

ANTENNA=132.5' (A.M.S.L.); 58.5' (A.G.L.)

HP=114.4' (A.M.S.L.); 40.4' (A.G.L.)

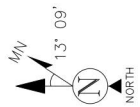
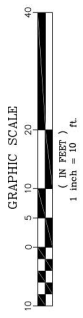
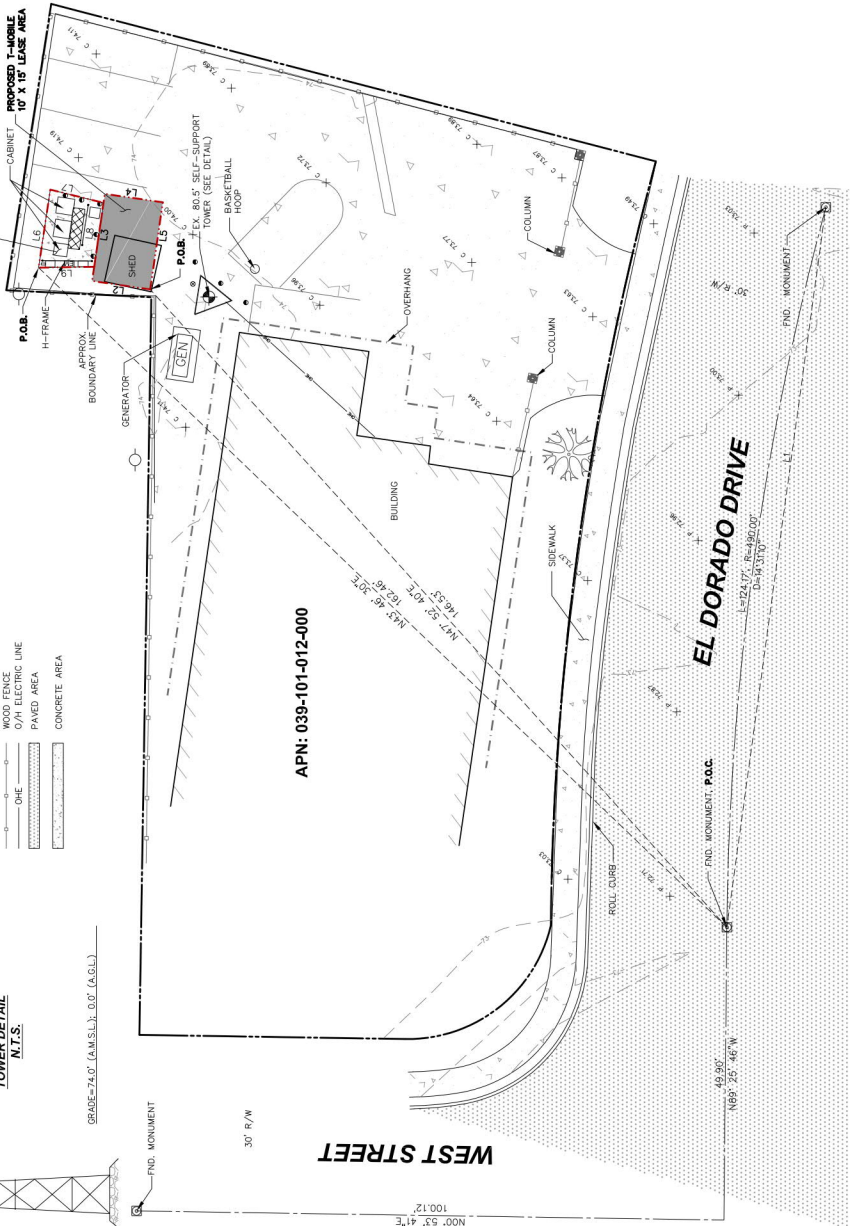
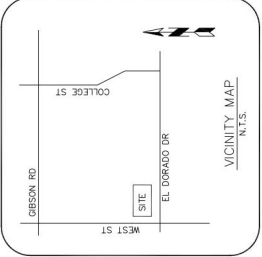
EX SELF-SUPPORT TOWER DETAIL N.T.S.

GRADE=74.0' (A.M.S.L.); 50.0' (A.G.L.)

LEGEND

- FOUND MONUMENT
- ELECTRIC AFTER
- POWER POLE
- TREE (TYP)
- BOUNDARY LINE
- POSITION OF GEODETIC COORDINATES
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- FOUND
- EXISTING
- PAVEMENT GRADE
- PAVED AREA
- ABOVE MEAN SEA LEVEL
- RIGHT-OF-WAY
- EASEMENT LINE
- CENTERLINE
- LEASE LINE
- WOOD FENCE
- O/H ELECTRIC LINE
- PAVED AREA
- CONCRETE AREA

LINE	LENGTH	BEARING
L1	123.84'	S82°10'11"E
L2	10.00'	N08°15'45"E
L3	15.00'	S81°44'15"W
L4	10.00'	S08°15'45"W
L5	15.00'	N81°44'15"W
L6	13.44'	S81°22'03"E
L7	9.33'	S13°53'04"W
L8	11.02'	N81°44'15"W
L9	9.49'	N07°52'12"W



T-Mobile
WEST LLC

1755 CRENSHAW DRIVE
SUITE 100
SACRAMENTO, CA 95833

SITE NAME:
SC90186M
GIBSON ROAD

SITE ADDRESS:
1619 WEST STREET
WOODLAND, CA 95695

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	BC	03/16/21	FINAL SUBMITTAL
2	BC	07/06/21	REVISION

SINGLE SOURCE

22972 SOUTH 193 STREET, QUEN CREEK AZ 85242
PHONE: 602-910-4030 FAX: 480-279-1271

CRAMTON SURVEYS

20792 RAIN TREE LANE
SACRAMENTO, CA 95879
916-594-1111
BRUCE@CRAMTONSURVEYS.COM

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1404150	BC	MG

SHEET NO:	SHEET NAME:
1 OF 1	LS-1



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.13
SUBJECT: Fee Deferral Agreement - Courtyard by Marriott

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral Agreement with Woodland Partners I, LLC and Woodland Lodging.

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 \$962,816.33 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 make two (2) successive annual payments that include interest only and then three (3) successive annual payments that include principal and interest. The applicant will pay a total of \$135,566.99 in interest on the deferred fees for a total of \$1,098,383.32. 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 November 2018, the City of Woodland approved a Zoning Administrator Permit for two hotels located at 1981 E. Main Street and 441 Douglas Lane, including an 83-room, 4-story Courtyard by Marriott and a 98-room, 4-story Hilton Tru. Following approval, the applicant (Woodland Partners I, LLC) requested a modification to the Courtyard plans to add an additional 26 rooms and increase the building height from four to five stories. Additionally, the Hilton Tru brand was modified to an extended stay Hilton Home2 Suites. In each case, city staff assessed the modification for consistency with the General Plan, Zoning Code and Zoning Administrator Permit and found the requested changes to be in substantial conformance with the original approval. The hotels, anticipated to break ground in Spring 2022, will be located at the southeast corner of E. Main Street and Douglas Lane and at the northeast corner of Hays and Douglas Lanes respectively, in the Regional Commercial/Light Industrial Flex Overlay Zone. Significant infrastructure and on- and off-site civil improvements are required prior to development of the project, including the extension of the existing E. Main Street center median to prohibit left turn movements onto E. Main Street from Douglas Lane. Primary ingress to the hotels is anticipated and encouraged from CR 102 and Hays Lane where the intersection is signalized and aligns with the I-5/CR 102 exit. Visitors traveling to either hotel from Downtown Woodland will continue to have access to the site from E. Main Street, traveling eastbound.

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 the 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, who is the managing member of both Woodland Partners I, LLC and Woodland Lodging (two separate business entities established for the development of these properties), owns and manages the successful Fairfield Inn and Suites hotel located on

Freeway Drive, completed in 2016. Woodland Partnership I, LLC wishes to move forward with this second hotel in Woodland, bringing vitality to a longstanding vacant site at E. Main Street and Hays and Douglas Lanes. The Fee Deferral Agreement includes a Deed of Trust and Promissory Note secured against the well established Fairfield Inn and Suites hotel, providing the City with payment security in the event of any issues with future loan repayment. Because Woodland Partners I, LLC is the business entity that will pay the impact fees, but Woodland Lodging is the owner of the Fairfield Inn and Suites that is offered as security, both entities will enter into the fee agreement and sign the promissory note. Only Woodland Lodging will sign the deed of trust, as it owns the Fairfield Inn and Suites property.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral Agreement with Woodland Partners I, LLC and Woodland Lodging.

Prepared By: Erika Bumgardner, Business Development Liaison

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

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

Ken Hiatt
City Manager

Attachments:

1. RESOLUTION
2. Courtyard by Marriott Fee Deferral Agreement

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A NON-RESIDENTIAL FEE DEFERRAL AGREEMENT WITH WOODLAND PARTNERS I, LLC AND WOODLAND LODGING, 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, Woodland Partners I, LLC has received all needed entitlements and approvals; and

WHEREAS, Woodland Partners I owns an undeveloped 1.9 acre parcel (APN: 027-310-068) that it wishes to develop as a new 109-room 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 \$962,816.33; 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, Woodland Partners I, LLC, will then make two (2) successive annual payments that include interest only and then three (3) successive annual payments that include principal and interest. The applicant will pay a total of \$135,566.99 in interest on the deferred fees for a total of \$1,098,383.32; and

WHEREAS, Woodland Lodging, a limited liability company that is owned and controlled by the same managing member as Woodland Partners I, LLC, is the owner of the Fairfield Inn and Suites located on Freeway Drive, and desires that the Fairfield Inn and Suites property be offered as security for the fee deferral; and

WHEREAS, the fee deferral will therefore be secured by execution of a promissory note by both Woodland Partners I, LLC and Woodland Lodging and a deed of trust secured by the Fairfield Inn and Suites property and executed by Woodland Lodging; 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 approves the attached Fee Deferral Agreement between the City and Woodland Partners I, LLC and Woodland Lodging, subject to minor clarifying changes as approved by the City Manager in consultation with the City Attorney and further subject to the City Manager determining to his satisfaction that the Fairfield Inn and Suites will provide adequate security for the fee deferral.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT the City Council authorizes the City Manager to execute a Fee Deferral Agreement subject to the conditions set forth above and to take any other actions necessary or appropriate to effectuate the fee deferral agreement.

PASSED AND ADOPTED by the City Council this 16th day of November, 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

**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

WOODLAND PARTNERS I, LLC
a Limited Liability Company

and

WOODLAND LODGING
a Limited Liability Company

Dated as of _____, 2021

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 Woodland Partners I, LLC, a Limited Liability Company (“**Woodland Partners**”) and Woodland Lodging, a Limited Liability Company (“**Woodland Lodging**”) (Woodland Partners and Woodland Lodging are collectively referred to herein as “**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. Woodland Partners owns certain real property in the City of Woodland, California, with an address of 1981 E. Main Street, and further identified as Yolo County Assessor’s Parcel Number 027-310-068-000 (“**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 66,885 sq. ft. hotel with 109 rooms (“**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 **NINE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND THIRTY-THREE CENTS (\$962,816.33)** (“**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 occupancy, whichever occurs first.

G. Owner has requested to pay interest only on the Loan Amount for two (2) years with the first payment due twelve (12) months after building permit issuance or date of certificate of occupancy, whichever occurs first. The Loan Amount will then be paid in annual installments of **THREE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY-TWO DOLLARS AND SIX CENTS (\$343,662.06)** over a three (3) year period with balance of Loan

Amount due in the third 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. The first payment of principal and interest will be due 24 months after the first interest only payment is made. Specific payment amounts are shown in **Exhibit “B”** attached.

H. To secure payment of the outstanding DIF and WCF owed to City, as further described in this Agreement, Owner agrees to provide a security interest in that certain property located in the City of Woodland, California, with an address of 2100 Freeway Drive, Woodland, CA 95776, and further identified as Yolo County Assessor’s Parcel Number 027-851-009-000 (the **“Collateral Property”**), which Collateral Property is owned by Woodland Lodging. The Collateral Property is legally described in Exhibit “1” to that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing included as part of **Exhibit “D”** to this Agreement.

I. 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.

J. 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.

K. 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 NINE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND THIRTY-THREE CENTS (\$962,816.33) (“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 before interest begins computing. The Parties have also agreed to permit payment of interest only on the Loan Amount to be paid the first two years of the loan with the first payment due twelve months after the interest began computing on the deferred fees. The Loan Amount will then be paid in annual installments, over a period of three years beginning twenty-four (24) months after interest begins computing on the fee deferral, 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 ONE MILLION NINETY-EIGHT THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND THIRTY-TWO CENTS (\$1,098,383.32).

4. Termination if Building Permit Not Secured Within Twelve Months. City’s agreement to defer the fees as set forth herein is conditioned upon Owner securing a building permit for the Project within twelve (12) months of the Effective Date of this Agreement. If Owner fails to secure a building permit for the Project within such twelve (12) month period, this Agreement shall automatically terminate, and the City shall have no further obligation to defer the DIF or WCF. Upon such termination, the City shall return the Promissory Note to Owner with confirmation that it has been cancelled, and shall take such steps as are necessary to release and reconvey the Deed of Trust to Woodland Lodging.

5. Yearly Payments. Owner agrees to pay the total Loan Amount over five years with the first payment of interest only due twelve (12) months from when interest began accruing on the loan. An additional payment of interest only shall be due twelve (12) months later. Subsequently, Owner shall pay three (e) annual installments in the amounts shown in the amortization schedule, attached hereto and incorporated herein as Exhibit C, (“Yearly Installments”). The first Installment of THREE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SIXTY-TWO DOLLARS AND SIX CENTS (\$343,662.06) shall be due three (3) years from the date interest began computing on the fee deferral. Subsequent Yearly Installments shall be remitted to City on the anniversary date of payment of the first installment. The last Yearly Installment shall be increased or decreased, as necessary, to effect payment in full of all outstanding amounts owing to City pursuant to this Agreement. A late fee of up to ten percent (10%) may be charged on any Yearly Installment not received by the due date.

6. 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.

7. Personal Obligation; Obligation Runs with the Land. The Parties acknowledge and agree that payment of the DIF and WCF benefits the Property, and the obligation to pay the DIF

and WCF 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 and WCF 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.

8. Security. From and after the Effective Date, this Agreement shall contractually bind Owner to pay the DIF and WCF and shall constitute a lien against the Collateral Property in the cumulative amount of the DIF and WCF. City and Owner shall additionally execute that certain Promissory Note Secured by Deed of Trust (“Promissory Note”), and Woodland Lodging shall execute the Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (“Deed of Trust”) as owner of the Collateral Property, 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 against the Collateral Property concurrently with the recordation of this Agreement. Upon payment of the DIF and WCF to City in full, 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 Collateral 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 Collateral Property release Owner of this contractual obligation.

9. City’s Remedies For Owner’s Default. Failure of Owner to pay the DIF and WCF 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 Collateral Property; or (d) enforce any combination of the foregoing rights, in addition to any other right City may have in law or in equity.

10. 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.

11. 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.

12. 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 and WCF when and as due.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:

**Woodland Partners I, LLC and Woodland Lodging
Rohit Ranchhod
9500 Aquafina Court
Elk Grove, CA 95624**

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.

21. 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.

22. 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.

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

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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: _____

OWNER

**WOODLAND PARTNERS I,
A Limited Liability Company**

By: _____
Rohit Ranchhod
Managing Member

Dated: _____

**WOODLAND LODGING,
A Limited Liability Company**

By: _____
Rohit Ranchhod
Managing Member

Dated: _____

ATTEST:

By: _____
Ana B. Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL that real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 34, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, and being a portion of Parcels 1, 2, 4 and 5, as shown in Book 2006 of Maps at Page 234, said County Records, being more particularly described as follows:

BEGINNING at a point on the West line of said Parcel 1, said point being distant North 00°27'08" East 63.10 feet from the Southwest corner of said Parcel 1; thence, from said POINT OF BEGINNING, leaving said West line, South 89°32'52" East 71.00 feet; thence North 00°27'08" East 2.48 feet; thence South 89°32'52" East 89.54 feet; thence South 00°27'08" West 120.18 feet; thence South 89°32'52" East 87.00 feet; thence North 00°27'08" East 26.00 feet; thence South 89°32'52" East 51.85 feet to the East line of said Parcel 5; thence, along said East line, North 00°29'08" East 30.12 feet to the Northeast corner of said Parcel 5; thence, along the South line of said Parcel 2, South 89°50'12" East 54.14 feet to the Southeast corner of said Parcel 2; thence, along the East line of said Parcel 2, North 00°29'08" East 246.89 feet to the Northeast corner of said Parcel 2; thence, along the North line of said Parcels 2 and 1, North 89°50'31" West 311.91 feet; thence, along the Northwest line of said Parcel 1, South 45°18'19" West 59.24 feet; thence, along the West line of said Parcel 1, South 00°27'08" West 141.98 feet to the POINT OF BEGINNING.

Containing 1.895 acres of land, more or less.

The Basis of Bearings for this description is the North line of said Section 34, shown as North 89°50'31" West in Book 2006 of Maps at Page 234, said County Records.

End of description.

**EXHIBIT B TO
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT**

Subject Fees for Building Permit No. BLDG-19-02895

The following development impact fees, in the total amount of NINE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND THIRTY-THREE CENTS (\$962,816.33) imposed on the Property by the City of Woodland upon issuance of City of Woodland Building Permit No. BLDG-19-02895 shall be deferred pursuant to the terms and conditions of this Agreement:

- (1) General City Development Impact Fees in the amount of \$39,529.04.
- (2) Police Development Impact Fees in the amount of \$32,305.46.
- (3) Water Capacity Fees in the amount of \$63,564.
- (4) Road Development Impact Fees in the amount of \$516,485.97.
- (5) Administration Development Impact Fees in the amount of \$7,097.60.
- (6) Storm Drain Water Development Impact Fee in the amount of \$5,594.04.
- (7) Fire Development Impact Fees in the amount of \$117,115.64.
- (8) Wastewater Development Impact Fees in the amount of \$181,124.58.

Total: \$962,816.33

.

EXHIBIT "C"

Amortization Schedule

Courtyard by Marriot Fee Deferral Loan					
Loan Amount	\$	962,816.33			
Annual interest rate (Compounding)		3.50%			
Loan period in years		5			
Years of Principal Payments		3			
Number of payments per year		1			
Start of loan date	12 months from Permit Issuance or C Of O, whichever is sooner				
Payment No.	Beginning Balance	Payment Amount	Principal	Interest	Remaining Balance
1	\$ 962,816.33	(\$33,698.57)	\$0.00	(\$33,698.57)	\$ 962,816.33
2	\$ 962,816.33	(\$33,698.57)	\$0.00	(\$33,698.57)	\$ 962,816.33
3	\$ 962,816.33	(\$343,662.06)	(\$309,963.49)	(\$33,698.57)	\$ 652,852.84
4	\$ 652,852.84	(\$343,662.06)	(\$320,812.21)	(\$22,849.85)	\$ 332,040.64
5	\$ 332,040.64	(\$343,662.06)	(\$332,040.64)	(\$11,621.42)	\$ -
Total		\$1,098,383.32	\$962,816.33	\$135,566.99	

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
(Woodland Lodging, 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 Woodland Lodging, a Limited Liability Company, in favor of the City of Woodland.

This Deed of Trust is made as of _____, 2021, among Woodland Lodging, a Limited Liability Company (“**TRUSTOR**”), whose address is 9500 Aquafina Court, Elk Grove, CA 95624; 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 NINE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND THIRTY-THREE CENTS (\$962,816.33) 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:

WOODLAND LODGING,
a Limited Liability Company

By: _____
Name: Rohit Ranchhod
Title: Managing Member

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[INSERT LEGAL DESCRIPTION FOR APN 027-851-009-000]

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 NINE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND THIRTY-THREE CENTS (\$962,816.33). 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

OWNER

WOODLAND PARTNERS I, LLC
A Limited Liability Company

By: Rohit Ranchhod
Its: Managing Member

WOODLAND LODGING
A Limited Liability Company

By: Rohit Ranchhod
Its: Managing Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.14
SUBJECT: Fee Deferral Agreement - Hilton Home2 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 Woodland Partners II, 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 \$878,861.85 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 make two (2) successive annual payments that include interest only and then three (3) successive annual payments that include principal and interest. The applicant will pay a total of \$108,472.74 in interest on the deferred fees for a total of \$878,861.85. 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 November 2018, the City of Woodland approved a Zoning Administrator Permit for two hotels located at 1981 E. Main Street and 441 Douglas Lane, including an 83-room, 4-story Courtyard by Marriott and a 98-room, 4-story Hilton Tru. Following approval, the applicant (Woodland Partners II, LLC) requested a modification to the Courtyard plans to add an additional 26 rooms and increase the building height from four to five stories. Additionally, the Hilton Tru brand was modified to an extended stay Hilton Home2 Suites. In each case, city staff assessed the modification for consistency with the General Plan, Zoning Code and Zoning Administrator Permit and found the requested changes to be in substantial conformance with the original approval. The hotels, anticipated to break ground in Spring 2022, will be located at the southeast corner of E. Main Street and Douglas Lane and at the northeast corner of Hays and Douglas Lanes respectively, in the Regional Commercial/Light Industrial Flex Overlay Zone. Significant infrastructure and on- and off-site civil improvements are required prior to development of the project, including the extension of the existing E. Main Street center median to prohibit left turn movements onto E. Main Street from Douglas Lane. Primary ingress to the hotels is anticipated and encouraged from CR 102 and Hays Lane where the intersection is signalized and aligns with the I-5/CR 102 exit. Visitors traveling to either hotel from Downtown Woodland will continue to have access to the site from E. Main Street, traveling eastbound.

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 the 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, who is the managing member of both Woodland Partners II, LLC and Woodland Lodging (two separate business entities established for the development of these properties), owns and manages the successful Fairfield Inn and Suites hotel located on Freeway Drive, completed in 2016. Woodland Partnership II, LLC wishes to move forward with this second

hotel in Woodland, bringing vitality to a longstanding vacant site at E. Main Street and Hays and Douglas Lanes. The Fee Deferral Agreement includes a Deed of Trust and Promissory Note secured against the well established Fairfield Inn and Suites hotel, providing the City with payment security in the event of any issues with future loan repayment. Because Woodland Partners II, LLC is the business entity that will pay the impact fees, but Woodland Lodging is the owner of the Fairfield Inn and Suites that is offered as security, both entities will enter into the fee agreement and sign the promissory note. Only Woodland Lodging will sign the deed of trust, as it owns the Fairfield Inn and Suites property.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral Agreement with Woodland Partners II, LLC and Woodland Lodging.

Prepared By: Erika Bumgardner, Business Development Liaison

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

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

Ken Hiatt
City Manager

Attachments:

1. RESOLUTION
2. Hilton Home2 Fee Deferral Agreement

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A NON-RESIDENTIAL FEE DEFERRAL AGREEMENT WITH WOODLAND PARTNERS II, LLC AND WOODLAND LODGING

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, Woodland Partners II, LLC has received all needed entitlements and approvals; and

WHEREAS, Woodland Partners II owns an undeveloped 1.6 acre parcel (APN: 027-310-064) that it wishes to develop as a new 95-room 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 \$770,389.11; 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, Woodland Partners II, LLC, will then make two (2) successive annual payments that include interest only and then three (3) successive annual payments that include principal and interest. The applicant will pay a total of \$108,472.74 in interest on the deferred fees for a total of \$878,861.85; and

WHEREAS, Woodland Lodging, a limited liability company that is owned and controlled by the same managing member as Woodland Partners II, LLC, is the owner of the Fairfield Inn and Suites located on Freeway Drive, and desires that the Fairfield Inn and Suites property be offered as security for the fee deferral; and

WHEREAS, the fee deferral will therefore be secured by execution of a promissory note by both Woodland Partners II, LLC and Woodland Lodging and a deed of trust secured by the Fairfield Inn and Suites property and executed by Woodland Lodging; 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 approves the attached Fee Deferral Agreement between the City and Woodland Partners II, LLC and Woodland Lodging, subject to minor clarifying changes as approved by the City Manager in consultation with the City Attorney and further subject to the City Manager determining to his satisfaction that the Fairfield Inn and Suites will provide adequate security for the fee deferral.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT the City Council authorizes the City Manager to execute a Fee Deferral Agreement subject to the conditions set forth above and to take any other actions necessary or appropriate to effectuate the fee deferral agreement.

PASSED AND ADOPTED by the City Council this 16th day of November, 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

**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

WOODLAND PARTNERS II, LLC
a Limited Liability Company

and

WOODLAND LODGING
a Limited Liability Company

Dated as of _____, 2021

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 Woodland Partners II, LLC, a Limited Liability Company (“**Woodland Partners**”) and Woodland Lodging, a Limited Liability Company (“**Woodland Lodging**”) (Woodland Partners and Woodland Lodging are collectively referred to herein as (“**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. Woodland Partners owns certain real property in the City of Woodland, California, with an address of 441 Douglas Lane, and further identified as Yolo County Assessor’s Parcel Number 027-310-064-000 (“**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 52,531 sq. ft. hotel with 95 rooms (“**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 **SEVEN HUNDRED SEVENTY THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS AND ELEVEN CENTS (\$770,389.11)** (“**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 occupancy, whichever occurs first.

G. Owner has requested to pay interest only on the Loan Amount for two (2) years with the first payment due twelve (12) months after building permit issuance or date of certificate of occupancy, whichever occurs first. The Loan Amount will then be paid in annual installments of **TWO HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS AND TWENTY-ONE CENTS (\$274,978.21)** over a three (3) year period with balance of Loan Amount due in the third 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. The first payment of principal and interest will be due 24 months after the first interest only payment is made. Specific payment amounts are shown in **Exhibit “B”** attached.

H. To secure payment of the outstanding DIF and WCF owed to City, as further described in this Agreement, Owner agrees to provide a security as interest in that certain property located in the City of Woodland, California, with an address of 2100 Freeway Drive, Woodland, CA 95776, and further identified as Yolo County Assessor’s Parcel Number 027-851-009-000 (the **“Collateral Property”**) which Collateral Property is owned by Woodland Lodging. The Collateral Property is legally described in Exhibit “1” to that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing included as part of **Exhibit “D”** to this Agreement..

I. 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.

J. 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.

K. 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 SEVEN HUNDRED SEVENTY THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS AND ELEVEN CENTS (\$770,389.11) (“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 before interest begins computing. The Parties have also agreed to permit payment of interest only on the Loan Amount to be paid the first two years of the loan with the first payment due twelve months after the interest began computing on the deferred fees. The Loan Amount will then be paid in annual installments, over a period of three years beginning twenty-four (24) months after interest begins computing on the fee deferral, 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 EIGHT HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS AND EIGHTY-FIVE CENTS (\$878,861.85)

4. Termination if Building Permit Not Secured Within Twelve Months. City’s agreement to defer the fees as set forth herein is conditioned upon Owner securing a building permit for the Project within twelve (12) months of the Effective Date of this Agreement. If Owner fails to secure a building permit for the Project within such twelve (12) month period, this Agreement shall automatically terminate, and the City shall have no further obligation to defer the DIF or WCF. Upon such termination, the City shall return the Promissory Note to Owner with confirmation that it has been cancelled, and shall take such steps as are necessary to release and reconvey the Deed of Trust to Woodland Lodging.

5. Yearly Payments. Owner agrees to pay the total Loan Amount over five years with the first payment of interest only due twelve (12) months from when interest began accruing on the loan. An additional payment of interest only shall be due twelve (12) months later. Subsequently, Owner shall pay three (e) annual installments in the amounts shown in the amortization schedule, attached hereto and incorporated herein as Exhibit C, (“Yearly Installments”). The first Installment of TWO HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS AND TWENTY-ONE CENTS (\$274,978.21) shall be due three (3) years from the date interest began computing on the fee deferral. Subsequent Yearly Installments shall be remitted to City on the anniversary date of payment of the first installment. The last Yearly Installment shall be increased or decreased, as necessary, to effect payment in full of all outstanding amounts owing to City pursuant to this Agreement. A late fee of up to ten percent (10%) may be charged on any Yearly Installment not received by the due date.

6. 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.

7. Personal Obligation; Obligation Runs with the Land. The Parties acknowledge and agree that payment of the DIF and WCF benefits the Property, and the obligation to pay the DIF and WCF 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 and WCF 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.

8. Security. From and after the Effective Date, this Agreement shall contractually bind Owner to pay the DIF and WCF and shall constitute a lien against the Collateral Property in the cumulative amount of the DIF and WCF. City and Owner shall additionally execute that certain Promissory Note Secured by Deed of Trust (“Promissory Note”), and Woodland Lodging shall execute the Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (“Deed of Trust”) as owner of the Collateral Property, 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 against the Collateral Property concurrently with the recordation of this Agreement. Upon payment of the DIF and WCF to City in full, 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 Collateral 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 Collateral Property release Owner of this contractual obligation.

9. City’s Remedies For Owner’s Default. Failure of Owner to pay the DIF and WCF 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 Collateral Property; or (d) enforce any combination of the foregoing rights, in addition to any other right City may have in law or in equity.

10. 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.

11. 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.

12. 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 and WCF when and as due.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:

**Woodland Partners II, LLC and Woodland Lodging
Rohit Ranchhod
9500 Aquafina Court
Elk Grove, CA 95624**

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.

21. 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.

22. 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.

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

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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: _____

OWNER

**WOODLAND PARTNERS II,
A Limited Liability Company**

By: _____
Rohit Ranchhod
Managing Member

Dated: _____

**WOODLAND LODGING,
A Limited Liability Company**

By: _____
Rohit Ranchhod
Managing Member

Dated: _____

ATTEST:

By: _____
Ana B. Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL that real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 34, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, and being a portion of Parcels 1, 2, 4 and 5, as shown in Book 2006 of Maps at Page 234, said County Records, being more particularly described as follows:

BEGINNING at a point on the West line of said Parcel 1, said point being distant North 00°27'08" East 63.10 feet from the Southwest corner of said Parcel 1; thence, from said POINT OF BEGINNING, leaving said West line, South 89°32'52" East 71.00 feet; thence North 00°27'08" East 2.48 feet; thence South 89°32'52" East 89.54 feet; thence South 00°27'08" West 120.18 feet; thence South 89°32'52" East 87.00 feet; thence North 00°27'08" East 26.00 feet; thence South 89°32'52" East 51.85 feet to the East line of said Parcel 5; thence, along said East line, South 00°29'08" West 199.00 feet to the Southeast corner of said Parcel 5; thence, along the South line of said Parcels 5 and 4, North 89°50'09" West 257.06 feet; thence, along the Southwest line of said Parcel 4, North 44°41'30" West 59.55 feet to the West line of said Parcel 4; thence, along said West line, North 00°27'08" East 250.00 feet to the POINT OF BEGINNING.

Containing 1.643 acres of land, more or less.

The Basis of Bearings for this description is the North line of said Section 34, shown as North 89°50'31" West in Book 2006 of Maps at Page 234, said County Records.

End of description.

**EXHIBIT B TO
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT**

Subject Fees for Building Permit No. BLDG-19-02897

The following development impact fees, in the total amount of SEVEN HUNDRED SEVENTY THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS AND ELEVEN CENTS (\$770,389.11) imposed on the Property by the City of Woodland upon issuance of City of Woodland Building Permit No. BLDG-19-02897 shall be deferred pursuant to the terms and conditions of this Agreement:

- (1) General City Development Impact Fees in the amount of \$31,045.82.
- (2) Police Development Impact Fees in the amount of \$25,372.47.
- (3) Water Capacity Fees in the amount of \$63,564.
- (4) Road Development Impact Fees in the amount of \$405,644.38.
- (5) Administration Development Impact Fees in the amount of \$5,676.57.
- (6) Storm Drain Water Development Impact Fee in the amount of \$4,850.14.
- (7) Fire Development Impact Fees in the amount of \$91,981.78.
- (8) Wastewater Development Impact Fees in the amount of \$142,253.95.

Total: \$770,389.11

.

EXHIBIT "C"

Amortization Schedule

Hilton Home2 Suites Fee Deferral Loan					
Loan Amount	\$	770,389.11			
Annual interest rate (Compounding)		3.50%			
Loan period in years		5			
Years of Principal Payments		3			
Number of payments per year		1			
Start of loan date	12 months from Permit Issuance or C Of O, whichever is sooner				
Payment No.	Beginning Balance	Payment Amount	Principal	Interest	Remaining Balance
1	\$ 770,389.11	(\$26,963.62)	\$0.00	(\$26,963.62)	\$ 770,389.11
2	\$ 770,389.11	(\$26,963.62)	\$0.00	(\$26,963.62)	\$ 770,389.11
3	\$ 770,389.11	(\$274,978.21)	(\$248,014.59)	(\$26,963.62)	\$ 522,374.52
4	\$ 522,374.52	(\$274,978.21)	(\$256,695.10)	(\$18,283.11)	\$ 265,679.43
5	\$ 265,679.43	(\$274,978.21)	(\$265,679.43)	(\$9,298.78)	\$ -
Total		\$878,861.85	\$770,389.11	\$108,472.74	

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
(Woodland Lodging, 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 Woodland Lodging, a Limited Liability Company, in favor of the City of Woodland.

This Deed of Trust is made as of _____, 2021, among Woodland Lodging, a Limited Liability Company (“**TRUSTOR**”), whose address is 9500 Aquafina Court, Elk Grove, CA 95624; 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**

Exhibit C

Obligation”): (a) payment of the sum of SEVEN HUNDRED SEVENTY THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS AND ELEVEN CENTS (\$770,389.11) 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:

WOODLAND LODGING,
a Limited Liability Company

By: _____
Name: Rohit Ranchhod
Title: Managing Member

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

[INSERT LEGAL DESCRIPTION FOR APN 027-851-009-000]

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 SEVEN HUNDRED SEVENTY THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS AND ELEVEN CENTS (\$770,389.11). 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

OWNER

WOODLAND PARTNERS I, LLC
A Limited Liability Company

By: Rohit Ranchhod
Its: Managing Member

WOODLAND LODGING
A Limited Liability Company

By: Rohit Ranchhod
Its: Managing Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: H.15
SUBJECT: Findings and Determinations under AB 361 for the Continuation of Virtual Meetings

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, making findings and determinations under AB 361 for the continuation of virtual meetings.

Staff Contact: Ana B. Gonzalez, City Clerk, (530) 661-5906, ana.gonzalez@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact from this item.

Background:

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained in Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations.
- Each teleconference location must be identified on the actual agenda.
- Each teleconference location shall be accessible to the public.
- A quorum of the legislative body must be in the jurisdiction.

With the Governor's Executive Order, the four above requirements were suspended, allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the City Council is aware, this allowed the City Council and all other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

With the current pending expiration of the Governor's Executive Order, the State Legislature adopted Assembly Bill 361. On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. The City Council first made these findings at its October 5 meeting. Staff will continue to bring this resolution forward for consideration at least every thirty days for so long as the City Council intends to continue remote meetings.

Discussion:

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment periods for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. The City already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommended measures to promote social distancing throughout the state. Additionally, Yolo County Health Officer Dr. Aimee Sisson has, in a memo dated September 22, 2021, recommended the continuance of virtual meetings at the present time as a means of promoting social distancing, given the current high case rate of COVID-19 in Yolo County. Dr. Sisson has indicated that she will update the memo as circumstances change, and we will continue to monitor this issue to determine when it is appropriate to return to in-person meetings.

The enclosed resolution makes the necessary findings for the City Council and all subordinate legislative bodies of the City that are subject to the Brown Act to continue with virtual meetings for the time being. City staff will return to the City Council with a resolution every thirty days to allow for the continuance of virtual meetings for so long as the Council and staff believe that virtual meetings are necessary.

It is important too that AB 361 does not require the City to continue with virtual meetings, but simply gives the Council that option. If, at any time, the City Council desires to return to in-person meetings, the Council can agendaize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings. However, at this time, City staff is recommending adoption of the resolution to allow the City Council and all other Commission, Committee, and other Brown Act meetings to continue to be held remotely in order to ensure social distancing consistent with the recommendations of state and local officials.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, making findings and determinations under AB 361 for the continuation of virtual meetings.

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

Ken Hiatt
City Manager

Attachments:

1. AB361 Recurring Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, and in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a “close contact,” defined as being within 6 feet of another under certain circumstances, and Yolo County Health Officer Dr. Aimee Sisson has recommended that local public agencies refrain from holding in person public meetings, as a means of promoting social distancing; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public and compliance with the recommendations of state and local officials with regard to social distancing; and

WHEREAS, the City Council of the City of Woodland desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

- 1) The recitals set forth above are found to be true and correct and are incorporated herein by reference.
- 2) The City Council has reconsidered the circumstances of the state of emergency.
- 3) As stated in the recitals, state or local officials continue to recommend measures to promote social distancing.

- 4) The City Council and all other legislative bodies of the City of Woodland who are required to hold public meetings shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3), based upon the findings and determinations hereby made by the City Council.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: November 16, 2021

ITEM #: I.16

SUBJECT: Consideration of an Amendment to Chapter 17.110 of the City's Zoning Ordinance related to Commercial Cannabis Retail Use in the City of Woodland and an Amendment to Chapter 5.28 of the Municipal Code related to Cannabis Business Permits

Recommendation for Action: Staff recommends that the City Council:

1. Receive a Report;
2. Conduct a public hearing;
3. Find that neither of these Ordinances constitute a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061 (b) (3) of Title 14 of the California Code of Regulations as set forth in this Ordinance;
4. Introduce and waive the first reading of Ordinance No ___, to amend Chapter 17.110 of the City of the Woodland Zoning Code, Exhibit B of the Interim Zoning Code, and Table 8.1 of the Downtown Specific Plan;
5. Introduce and waive the first reading of Ordinance No. ___, to amend Chapter 5.28 of the City of Woodland Municipal Code related to Cannabis Business Permits; and
5. Adopt Resolution No _____ to update Regulatory Permit Fees related to cannabis businesses.
6. Provide input and recommendation concerning the conditional use permit application evaluation process.

Staff Contact:

Cindy Norris, Principal Planner (530) 661-5911, cindy.norris@cityofwoodland.org

Fiscal Impact:

The Ordinance development costs have been funded through a developer deposit account by the commercial cannabis retailer that originally approached the City with this inquiry, Perfect Union. Depending on final implementation of a Retail Cannabis Program by the City Council, there is potential for realized revenue through negotiated operating agreements and/or development agreements with applicants that receive Conditional Use Permits. The proposed fees are intended to fully recover staff costs associated with administering and enforcing the City's Commercial Cannabis Program. Total revenue to be generated by the proposed fees will depend entirely upon the number of Commercial Cannabis Business Permits issued by the City, limited by the caps imposed on the number of Conditional Use Permits established by the City Council.

Report in Brief:

This report presents the proposed Zoning Ordinance amendments to Chapter 17.110 of the City of Woodland Municipal Code, to the Interim Zoning Code, and to the Downtown Specific Plan to provide regulations allowing consideration for commercial cannabis retail activities in the City of Woodland.

The proposed zoning amendments have been prepared to allow commercial cannabis retail uses subject to the granting of a limited number of conditional use permits. The City currently allows up to six commercial cannabis conditional use permits in the industrial districts for cannabis manufacturing, distribution, and testing. The proposed amendments will allow up to four commercial cannabis retail permits for storefront sales as conditional uses, and establish standards for the review and approval of retail cannabis uses. Delivery only uses are not be permitted within the City. Retail sales would be allowed for consideration in several commercial districts including Corridor Mixed Use districts (West Main, East Main, East Street, Kentucky), Community Commercial, Regional Commercial Light Industrial Flex, and in the Downtown Specific Plan District A. Cannabis retail sales are not proposed in the industrial districts.

The report also presents proposed amendments to Chapter 5.28 of the City of Woodland Municipal Code regarding Cannabis Business Permits and updates to the regulatory permit fees related to cannabis businesses. The Council is also asked to weigh in and provide input regarding future cannabis retail conditional use permit application processing and review.

Background:

On December 5, 2017, the Woodland City Council approved the regulatory framework to allow cannabis uses including land use zoning regulations, business permit requirements, fees for cost recovery, and review process. Ordinance 1629 added provisions (Section 17.110) related to the Zoning of commercial cannabis to allow consideration of cannabis manufacturing, distribution, and testing uses in the Industrial and Industrial Light Industrial Flex Overlay districts. Ordinance 1630 added a new chapter to the Municipal Code (Section 5.28) for commercial cannabis business permits which address the regulatory and operational regulations for cannabis businesses. Resolution 6982 approved regulatory permit fees for commercial cannabis. All cannabis conditional use permits (CUP) require review and recommendation from the Planning Commission with final action by the City Council.

Section 17.110.050 of the Woodland Zoning Ordinance allows for consideration of up to six (6) conditional use permits (CUPs) for commercial cannabis manufacturing, distribution and testing facilities, which may be located in the Industrial and Industrial/Light Industrial Flex Zones. A CUP may cover a single individual location with one use, or a CUP may include approval for multiple uses collocated at one site through a master conditional use permit. To date, four of the six allowed CUPs have been approved. Three of the approved CUP locations are currently operated by commercial cannabis uses (2 manufacturing uses and 1 distribution use). A fourth master CUP was approved, allowing for manufacturing, distribution and testing collocated at one site. However, that site is currently occupied by a non-cannabis user. A CUP runs with the land unless revoked.

The current Ordinance does not allow for retail storefronts (dispensaries) or delivery from uses in Woodland. The ordinance prohibits commercial cannabis cultivation (indoor and outdoor). Commercial cannabis uses may not be located any closer than 600 feet to any sensitive use, as measured from parcel to parcel.

The initial direction of the City Council regarding commercial cannabis provided for an incremental approach that would allow assessment of critical impacts before consideration on a broader basis. The approach has allowed the introduction of commercial cannabis in a measured and phased manner to allow assessment and evaluation of impacts prior to any future expansion. To date, the City has found that it has been able to effectively mitigate any potential negative impacts that could result from operating commercial cannabis uses, and the existing cannabis businesses have not created significant issues for the City.

The City has recently received an initial inquiry from Perfect Union, a commercial cannabis retail business with several locations throughout Northern California, to determine whether the City would amend the City's Zoning Code to allow for retail cannabis businesses. Based on this inquiry, City staff, working with an Ad Hoc Subcommittee comprised of two City Council members and three Planning Commissioners (as further described below) began the process of considering possible amendments to the Zoning Code that would allow for retail cannabis businesses, subject to certain limitations as described in this report. Perfect Union has also proposed a potential future commercial cannabis retail location, which will only be considered through a separate CUP process in the event that the proposed amendments to the Zoning Code are approved.

In addition to a CUP, each individual business entity is required to obtain a Cannabis Business Permit (CBP). A CUP is land use based and considers the possible location for the use. A CBP addresses the regulatory and operational aspects of each cannabis business and is issued upon completion of all regulatory requirements including a security plan, business plan, tenant improvements, and issuance of the State operating license. A review of the CBPs is conducted on an annual basis and requires payment of an annual fee at the time of license renewal.

The Chart below illustrates commercial cannabis uses that are currently allowed within Woodland.

Permit / License Category	Commercial		Personal	
	Medical	Adult / Rec	Medical	Adult / Rec
Cultivation				
Outdoor	N	N	N	N
Indoor	N	N	Y	Y
Manufacturing				
Volatile	Y	Y		
Non-volatile	Y	Y		
Distribution	Y	Y		
Testing / Research Lab	Y	Y		
Retail				
Dispensaries (Store-front)	N	N		
Delivery Service (non Store-front)	N	N		
Out-of-Town Delivery Services	Y	Y		

As part of the regulatory review, the applicant is required to execute an operating agreement that includes a requirement for a monthly payment to the City based on an agreed upon percentage of their gross receipts for the previous month to offset potential impacts on the City stemming from applicable cannabis uses. All of the approved business entities have executed operating agreements.

Over the last year, interested members of the community and cannabis industry have approached the City to request consideration for amendments to the current regulations to allow retail cannabis dispensaries. In response to the most recent inquiry from Perfect Union and their commitment to fund the City's efforts to evaluate ordinance updates, the City initially engaged an Ad Hoc Cannabis Subcommittee made up of members of the City Council, Planning Commission, and supported by City Planning staff and the City Attorney.

The City Council appointed two members (Garcia-Cadena and Vega), and the Planning Commission three members (Harris, Hurst, and Lizarraga) to the Ad Hoc Subcommittee for the purpose of evaluating proposed retail cannabis uses. The subcommittee convened on three occasions. On July 6, 2021, the subcommittee finalized their recommendations, which are as follows:

- Allow cannabis retail use in most commercial and corridor mixed-use zones, including the Downtown.
- Allow incidental cannabis distribution to serve the retail business only, subject to restrictions.
- Retail uses are not recommended in the Industrial or Light Industrial Districts, Regional Commercial, or Residential zones.
- As with all other cannabis uses, retail uses shall be subject to a 600-foot buffer from schools, youth programs, or parks consistent with the current ordinance.
 - o The subcommittee considered a 1,000-foot buffer, but it was determined that when the 600-foot buffer was applied, it mitigated concerns regarding overconcentration in the Downtown along Main Street. (Attachment 8)

On October 7, 2021, the Planning Commission held a public hearing at their regularly scheduled meeting to consider the proposed land use/zoning ordinance amendments and unanimously (5-0, 1-absent) recommended approval to the City Council.

Discussion:

Zoning

The purpose of a zoning ordinance is to provide land use controls over certain uses consistent with State Law. Zoning generally regulates specified uses (permitted, conditionally permitted or prohibited), where uses may be located, and sets the entitlement process to determine what regulatory body shall consider and approve those

uses. All proposed or approved zoning regulations and cannabis uses may be later amended based on further Council direction.

Staff has prepared a draft Zoning Ordinance to permit, subject to the granting of a conditional use permit, commercial cannabis retail uses. The table below summarizes cannabis uses as currently allowed, and as proposed.

Use	Zoning District	Zoning Standards	Zoning Process
Currently Allowed			
Distribution	Industrial (I) Industrial with Light Industrial Flex (I/LIF)	- Retail (on-site) sales prohibited - Performance Standards 600-foot sensitivity buffer	Conditional Use Permit (CUP) with final approval by the City Council.
Manufacturing	Industrial (I) Industrial with Light Industrial Flex (I/LIF)	- Retail (on-site) sales prohibited - Performance Standards 600-foot sensitivity buffer	Conditional Use Permit (CUP) with final approval by the City Council.
Testing	Industrial (I) Industrial with Light Industrial Flex (I/LIF)	- Retail (on-site) sales prohibited - Performance Standards 600-foot sensitivity buffer	Conditional Use Permit (CUP) with final approval by the City Council.
Proposed			
- Retail - Retail with delivery - Retail with distribution as accessory use	Downtown Specific Plan – District A (DSP-A) Corridor Mixed Use (CMU) - West Main (WM) - East Street (E) - Kentucky (K) - Light Industrial Flex (LIF) Community Commercial (CC) Regional Commercial Light Industrial Flex (RC/LIF)	- Allow delivery as part of the retail activities - Limited to no more than 4 Conditional Use Permits for cannabis retail - No delivery only uses - Distribution must be accessory and shall only serve the retail use - Performance Standards 600-foot sensitivity buffer	Conditional Use Permit (CUP) with final approval by the City Council Use of evaluation criteria

Proposed revisions to the Zoning Code, Interim Zoning Ordinance, and Downtown Specific Plan District A are shown in **bold and underline** or ~~strikeout~~ and provided in Attachments 2, 3, and 4 to this report.

Proposed Allowed Uses

Retailers, commonly referred to as “dispensaries,” conduct retail sales of medical and/or recreational cannabis and cannabis products to consumers. State law requires all retailers to operate from a physical premise, even if sales are performed exclusively through delivery.

The state license type for a retail use is either a Type 9- non-storefront retailer (delivery only), or a Type 10- storefront retailer. The City is only considering allowance for Type 10. A Type 10 allows both storefront and delivery from that physical address. Cannabis retailers that will not be open to the public and that perform sales exclusively by delivery are prohibited.

Zoning Definition

The following definition is already included in the existing Ordinance (17.110.030):

“Cannabis retailer” means a premise permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale. Unless otherwise specified, “cannabis retailer” means both a retailer selling medical cannabis and medical cannabis products to patients with valid physician’s recommendations, and a retailer providing adult-use cannabis and cannabis products for

adults 21 years of age and over, pursuant to State law.

Proposed Locations

As proposed in Section 17.110.100 of the Municipal Code, cannabis retailers may be considered in a number of commercial locations. New in Section 17.110.100 A Corridor Mixed Use East Street (CMU-E), Corridor Mixed Use West Main (CMU-WM), Corridor Mixed Use Kentucky (CMU-K); Corridor Mixed Use Light Industrial Flex Overlay (CMU-LIF), Community Commercial, Regional Commercial Light Industrial Flex Overlay (RC-LIF), Downtown Mixed Use (DMU) District A. Areas where cannabis retail is not recommended includes Industrial/Industrial with Light Industrial Flex overlay, Regional Commercial, Neighborhood Commercial, and Spring Lake Specific Plan commercial districts. Attachment 8 provides a map illustrating proposed allowed zones with a 600-foot sensitivity buffer overlay.

Proposed Number of Cannabis Retailers

Section 17.110.050 of the Woodland Zoning Ordinance allows for consideration of up to six (6) conditional use permits (CUPs) for commercial cannabis manufacturing, distribution and testing facilities, which may be located in the Industrial and Industrial/Light Industrial Flex Zones. The amendment to Section 17.110.050 D would allow consideration for up to four (4) cannabis retail storefront conditional use permits. This would provide for 10 commercial cannabis CUPs in total.

Proposed Incidental Distribution

Sections 17.110.100 B and C of the Municipal Code, provide allowance for consideration of incidental distribution activities that specifically will only serve that retail facility. With this allowance, a cannabis retailer will be able to pick up and deliver a product to their own business or between their stores. They will not be allowed to conduct distribution for other cannabis businesses. The distribution portion must be appurtenant and incidental to the retail use as shown below.

Review Process and Evaluation Criteria

A conditional use permit for commercial cannabis requires final approval by the City Council. It is anticipated that more than four businesses will be interested in operating retail cannabis facilities in Woodland. As a result, it is necessary to provide for a structured review process in order to allow for effective evaluation of the proposed applications. Staff recommends that the following review steps be considered.

- Provide an initial application submittal and closing date.
- Review all applications for completeness and accuracy. Prepare an initial cursory comparison based on information provided to date. Use of evaluation criteria to help with evaluation comparison. (Attachment 9)
- Conduct a Cannabis Subcommittee hearing to allow all applicants to make a presentation regarding their proposal. Presentations can be recorded for later viewing by the full Council. Subcommittee to evaluate and identify top candidates.
- Utilize all the information to conduct a final review for applications.
- Schedule for PC and CC hearings

Cannabis Business and Operating Requirements

Every business interested in opening a commercial cannabis business in the City of Woodland will need a CUP, Cannabis Business Permit (CBP) and State of California License.

The Zoning Ordinance is one piece of a regulatory structure for commercial cannabis. In addition, the City has adopted a Cannabis Business Permit (CBP) Ordinance (Chapter 5.28 of the Municipal Code).

The CBP review requires the submittal of extensive information regarding business operations. The proposed

amendments to Chapter 5.28 allow for issuance of CBPs to cannabis retailers, and include specific operational requirements that will apply to those retailers. Prior to issuance of a CBP, a commercial cannabis business must provide a detailed security plan to be approved by the Chief of Police. The security plan must include such things as number and location of surveillance cameras, the alarm system, and an on-site security guard. All sites are inspected by the Police Department. Updated security requirements have been added to Section 5.28.260 in order to reflect best practices as recommended by the Police Department. The proposed amendments additionally add a cannabis work permit requirement that will provide for annual review of cannabis business employees and ensure that they remain in compliance with the City's requirements regarding background checks and criminal history. The Police Department reviewed cannabis business oversight in several jurisdictions throughout the State, and believes the cannabis work permit requirement will help to facilitate oversight of these businesses. The updated ordinance is provided in Attachment 6.

All businesses must also go through a similar review with the State Bureau of Cannabis Control.

Regulatory Permit Fees

On December 19, 2017 the City adopted Resolution 6982 to allow for cost recovery associated with commercial cannabis activities. The fees are charged at the time of initial approval of the CBP and at annual renewal. Commercial cannabis business renewal fees were updated in May 2020 and the city has recently had the opportunity to re-assess actual costs associated with the existing cannabis administration and enforcement activities and has also evaluated anticipated costs with the addition of retail storefront cannabis. Recommended Commercial Cannabis Permit Fees are provided below.

New Business Commercial Cannabis Permit Fees would be in addition to any Permit Application fee and Conditional Use Permit application fee that would be charged, on a one-time non-refundable basis, to cover costs associated with processing applications from businesses applying for a City of Woodland Commercial Cannabis Business Permit. These fees were established in December 2017 and remain unchanged except for:

- the addition of a Retail Category
- and the fees be subject to an annual Consumer Price Index (CPI) adjustment. This would allow for better cost recovery. This is similar to most fees assessed city-wide.

PERMITS	ANNUAL FEE
Manufacturing /Processing - Volatile	\$ 46,280
Manufacturing /Processing - Non-Volatile	\$ 46,280
Distribution	\$ 46,280
Retail	\$ 46,280
Testing / Lab	\$ 31,980
Delivery Permits	\$ 12,980

Renewal Commercial Cannabis Permit Fees are different from the New Business permit fees as far as cost of the city to monitor/inspect and audit. After a business has begun its operations, staff typically spend less time monitoring these businesses. Inspection and compliance review is carried out by the Police Department, while Finance is responsible for monthly collection/accounting of the community benefit proceeds as well as carrying out an annual audit of each business' gross receipt sales.

Renewal fees were reviewed by staff and approved to be reduced by City Council in May 2020 (a reduction from the initial December 2017 rates). Staff has recently analyzed time spent on reviewing and monitoring these businesses and is proposing to further reduce renewal fees and add a retail cannabis renewal fee as well. As stated herein, these fees are intended for full cost recovery. Please see the revised renewal fees below:

RENEWAL PROPOSED FEES

PERMITS	ANNUAL FEE
Manufacturing /Processing - Volatile	\$ 14,621
Manufacturing /Processing - Non-Volatile	\$ 14,621
Distribution	\$ 14,621
Testing / Lab	\$ 13,115
Retail	\$ 16,621
Delivery Permits	\$ 3,925

Re-Inspection Fee

Finance	\$ 89 per hour
Planning	\$ 108 per hour
PD	\$ 104 per hour

Similar to the New Business Permit fees, staff is recommending that these renewal fees be subject to an annual Consumer Price Index (CPI) adjustment.

Planning Commission Review

On October 7, 2021, the Planning Commission held a public hearing to consider the proposed land use/zoning amendments. After review of the report and taking testimony, the Planning Commission voted unanimously to recommend approval of the amendments to the City Council. There were five members present with one absence.

Environmental Determination

The proposed Zoning Ordinance amendment imposes reasonable zoning regulations on commercial cannabis uses to ensure that such uses are conditionally permitted in existing and proposed future zones, subject to zoning standards and locational restrictions that minimize access by minors and provide performance evaluations. Accordingly, this Ordinance will not result in any significant change in the environment within the meaning of Section 15061(b)(3) of Title 14 of the California Code of Regulations. Additionally, commercial cannabis uses authorized by this Ordinance are subject to the granting of a conditional use permit, which requires discretionary review subject to the California Environmental Quality Act (CEQA).

The proposed regulatory ordinance establishes a permitting process and reasonable regulations on commercial cannabis businesses, to the extent that such businesses are authorized to operate in the City pursuant to state and local law, and does not independently authorize any particular cannabis business or use to establish or operate in the City. The regulatory business ordinance is therefore not a project subject to CEQA. As such, the Ordinance is additionally exempt from CEQA review pursuant to Business and Professions Code Section

Public Noticing

The Public Hearing Notice for the Planning Commission hearing was published in a one-eighth page display notice in the Daily Democrat newspaper.

In addition, the City utilized social media outlets to reach the broader community:

- City List serve Business Newsletter – a list service that has approximately 870 emails
- Chamber of Commerce, and individual contacts with business representatives
- City's web page

Conclusion: Staff recommends that City Council:

1. Receive a Report;
2. Conduct a public hearing;
3. Find that neither of these Ordinances constitute a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061 (b) (3) of Title 14 of the California Code of Regulations as set forth in this Ordinance;
4. Introduce and waive the first reading of Ordinance No ___, to amend Chapter 17.110 of the City of Woodland Zoning Code, Exhibit B of the Interim Zoning Code, and Table 8.1 of the Downtown Specific Plan;
5. Introduce and waive the first reading of Ordinance No. ___, to amend Chapter 5.28 of the City of Woodland Municipal Code related to Cannabis Business Permits; and
5. Adopt Resolution No _____ to update Regulatory Permit Fees related to cannabis businesses.
6. Provide input and recommendation concerning the conditional use permit application evaluation process.

Prepared by: Cindy Norris, Principal Planner

Reviewed by: Brent Meyer, Community Development Director



Ken Hiatt
City Manager

Attachments:

1. ATT 1 - CC Zoning Ordinance 17.110
2. ATT 2 - Cannabis Zoning Code 17.110 Amendments
3. ATT 3 - IZO Comprehensive Use Table Amendments
4. ATT 4 - Downtown Specific Plan Table 8.1
5. ATT 5 - CC Regulatory Ordinance 5.28 Amendments
6. ATT 6 - Chapter 5.28 11.1.21
7. ATT 7 - Cannabis Revised Fees Resolution
8. ATT 8 - Map of Retail Zones and Sensitivity Buffer
9. ATT 9 - Draft Evaluation Criteria

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING CHAPTER 17.110 TO THE CITY OF
WOODLAND MUNICIPAL CODE, EXHIBIT B THE COMPREHENSIVE
USE TABLE OF THE INTERIM ZONING ORDINANCE, AND TABLE 8.1
OF THE DOWNTOWN SPECIFIC PLAN RELATED TO ZONING OF
COMMERCIAL CANNABIS RETAIL BUSINESSES IN THE CITY OF
WOODLAND**

WHEREAS, the City of Woodland’s Municipal Code prohibits any person from carrying on a business in the City that is in violation of state or federal law; and

WHEREAS, the voters of the State of California adopted Proposition 64, the Adult Use of Marijuana Act, on November 8, 2016, which authorized certain personal cultivation and use of cannabis; and

WHEREAS, on June 27, 2017, the Governor signed SB 94 into law, a budget trailer bill effective immediately, to consolidate state licensing of medicinal and recreational “adult-use” cannabis businesses into a single regulatory scheme, now titled the “Medicinal and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA); and

WHEREAS, state law authorizes the City of Woodland to either prohibit or regulate commercial cannabis uses; and

WHEREAS, on December 5, 2017, the City Council of the City of Woodland approved Ordinances 1629 and 1630 thereby adding Chapter 17.110 and Chapter 5.28 to establish zoning and business permit regulations regarding commercial cannabis manufacturing, testing, and distribution businesses in the City.

WHEREAS, the City Council of the City of Woodland has determined that reasonable regulations regarding the establishment of commercial cannabis businesses in the City, as defined in this Ordinance and consistent with State law, will provide an appropriate balance between the City’s interests in fostering certain commercial, agricultural, and research-related activities while also protecting the public health, safety, and welfare of Woodland residents; and

WHEREAS, the City of Woodland Planning Commission considered the proposed Ordinance to amend the Zoning Code regarding commercial cannabis retail uses during a duly noticed public hearing on October 7, 2021, and voted 5-0, 1 absent, to recommend that the City Council adopt this Ordinance and the proposed Zoning Code amendments; and

WHEREAS, the City Council finds, based on the Planning Commission’s recommendation, that this Ordinance is in general conformance with the City’s General Plan and that the public necessity, convenience, and general welfare require the adoption of this Ordinance

to balance the City's interests in maintaining and developing certain commercial cannabis activities in the City while preserving the public health and safety of Woodland residents; and

WHEREAS, the City Council also finds that adoption of this Ordinance preserves and clarifies the City's intended Zoning regulations regarding cannabis uses and is intended to retain and maintain local land use authority over those uses in light of State law and State licensing of commercial cannabis uses; and

WHEREAS, the City Council finds that this Ordinance will not result in any significant changes to the character or use of properties in the City and is not a project with the potential for causing a significant effect on the environment requiring California Environmental Quality Act (CEQA) analysis, and is categorically exempt from CEQA; and

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Chapter 17.110 of the Woodland Municipal Code is hereby amended to read as set forth in Exhibit A, with removals identified in strike out and text additions identified with bold/underline.

Section 2. Exhibit B, the Comprehensive Land Use Table of the Interim Zoning Ordinance, is hereby amended to read as set forth in Exhibit B, with text removals identified in strike out and text additions identified with bold/underline.

Section 3. Table 8.1 of the Downtown Specific Plan, is hereby amended to read as set forth in Exhibit C, with text removals identified in strike out and text additions identified with bold/underline.

Section 4. Severability. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

Section 5. CEQA. The City Council hereby finds that the Zoning regulations in this Ordinance are consistent with existing zoning standards that apply to other similar commercial uses in the City.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption

PASSED AND ADOPTED by the City Council of the City of Woodland on this 16th day of November, 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

Exhibit A: Chapter 17.110 of the Woodland Municipal Code as amended

Exhibit B: Comprehensive Land Use Table of the Interim Zoning Ordinance as amended

Exhibit C: Table 8.1 of the Downtown Specific Plan as amended

Woodland Municipal Code

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17.110.010 Purpose.

The purpose of this chapter is to impose zoning restrictions on commercial cannabis businesses in the City of Woodland as authorized and/or licensed by the State of California pursuant to State law. This chapter is not intended to, and does not, give any person or entity independent legal authority to operate a cannabis business. Rather, it is intended to impose zoning restrictions regarding cannabis businesses that may operate in the City pursuant to this code and State law. This chapter is in addition to any other business license and regulatory requirements imposed on cannabis businesses by this code or other applicable law. (Prior code § 25-21.6-10)

17.110.020 Applicability.

No part of this chapter shall be deemed to conflict with Federal law, as contained in the Controlled Substances Act, nor to otherwise permit any activity that is prohibited under that Act or any other local, State, or Federal law, statute, rule, or regulation. Nothing in this chapter shall be construed to allow any conduct or activity relating to cultivation, distribution, dispensing, sale or consumption of cannabis that is otherwise illegal under local or State law. No provision of this chapter shall be deemed a defense or immunity to any action brought against any person by the Yolo County District Attorney's office, the Attorney General of the State of California, or the United States of America. (Prior code § 25-21.6-20)

17.110.030 Definitions.

The following words and phrases shall have the following meanings when used in this section:

“Cannabis” means all or any parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.

“Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis, and cannabis as defined by Section 11018 of the California [Health and Safety Code](#), as it may be amended. For purposes of this chapter, “cannabis” means and includes both cannabis for medical purposes and non-medical, “adult-use” purposes, unless otherwise specified. ~~Cannabis shall does, but does not~~ include industrial hemp.

“Cannabis business” means a business activity, including, but not limited to, planting, cultivation, harvesting, transporting, manufacturing, compounding, converting, processing, preparing, storing, packaging, distributing, researching, testing, providing, or selling wholesale and/or retail sales of cannabis. A cannabis business includes any facility, building structure, or location, expressly including dispensaries and deliveries, and shall expressly include those commercial cannabis activities authorized and/or licensed by State law.

“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis licensed by the State and intended for commercial sale. For purposes of this chapter, cannabis cultivation does not mean or include personal cultivation of cannabis regulated by Chapter [17.108](#).

“Cannabis distribution facility” means any facility engaged in the procurement, temporary storage, non-retail sales, and transport of cannabis or cannabis products between State-licensed cannabis business, including warehouses and similar structures.

“Cannabis laboratories and research” means a laboratory, facility, or entity that offers or performs tests or testing of cannabis or cannabis products, including accredited testing laboratories licensed by the State and involved in commercial cannabis activity in the State. Cannabis laboratories and research also includes start-up or incubator research activities, which typically include, but are not limited to, research, design, analysis, development, and/or testing of a cannabis product, and laboratories or facilities engaged in scientific research studies, investigation, testing, or experimentation, but not including cannabis manufacturing or sales of cannabis.

“Cannabis manufacturing” means the compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product. For purposes of this chapter, cannabis manufacturing expressly includes the production, preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods. Cannabis manufacturing may include distribution of wholesale products from the premises, but shall not include any retail sales of cannabis or cannabis products or other sales to consumers.

“Cannabis retailer” means a premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California [Business and Professions Code](#) Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale. Unless otherwise specified, “cannabis retailer” means both a retailer selling medical cannabis and medical cannabis products to patients with valid physician’s recommendations, and a retailer providing adult-use cannabis and cannabis products for adults 21 years of age and over, pursuant to State law. (Prior code § 25-21.6-30)

“Temporary Cannabis Event” means a temporary cannabis event where people can sell and consume cannabis. These events last from one to four days.

17.110.040 General conditions.

A. No cannabis business may operate in any zoning district in the City of Woodland except as expressly permitted by and in conformance with the provisions of this chapter. No cannabis business may engage in the retail sales of cannabis unless expressly permitted or conditionally permitted pursuant to this chapter. **No temporary cannabis events shall be permitted or conditionally permitted.**

B. Any cannabis business permitted by this chapter must, prior to operating a cannabis business, obtain and maintain at all times a valid license issued by the State of California, as may be applicable, and any other local or regulatory licenses required by this code. Any cannabis business operating without a valid license from the State of California shall cease operations until a valid State license is obtained, in addition to any other State and local requirements that may apply.

C. Pursuant to California [Business and Professions Code](#) Section 26054(b), as may be amended, no cannabis business may be located within a 600-foot radius of a school providing K-12 instruction, a day care center or a youth center in existence at the time the license is issued. Additionally, no cannabis business may be located within a 600-foot radius of a public park. (Prior code § 25-21.6-40)

17.110.050 City Council review.

A. The Planning Commission shall review all conditional use permit applications submitted pursuant to this chapter and provide a recommendation regarding approval to City Council.

B. The City Council shall serve as the final review authority for all conditional use permit applications submitted pursuant to this chapter, and is authorized to approve or deny issuance of all cannabis conditional use permits.

C. In evaluating whether to recommend approval or approve conditional use permit applications, the Planning Commission and City Council shall consider the following factors, in addition to all other requirements provided for in Chapter [17.132](#) of this title:

1. The type of proposed use by the applicant;
2. Whether the proposed use will be detrimental to the health, safety and welfare of the community;
3. Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties;
4. Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts;
5. The extent of support or opposition to the proposed use and location from members of the community;
6. The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location;
7. The extent to which the proposed use would cause a further overconcentration of that particular type of

use in the area;

8. The background and the history of the applicant, including the nature and extent of problems on any premises where he or she has operated a cannabis business in the past; and
9. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use.
10. **Whether the proposed license would enhance recreational or entertainment opportunities in the area.**

D. The City Council is authorized to approve up to a maximum of six total conditional use permits for **commercial cannabis manufacturing, distribution and/or testing** businesses pursuant to this chapter. **The City Council is authorized to approve up to a maximum of four total conditional use permits for cannabis retailers pursuant to this chapter.** (Prior code § 25-21.6-50).

E. **The community development director or designee is authorized to administer reasonable guidelines and policies, including appropriate application periods for accepting requests for zoning approvals and use permits for cannabis retailers, consistent with this section.**

F. **The community development director or city council may address additional development and operational standards through conditions on the conditional use permit as it determines necessary or appropriate for the cannabis retailer conditional use permit under consideration, provided that any such conditions shall not conflict with operating requirements that may be applicable pursuant to other provisions of this Code.**

17.110.060 Cannabis manufacturing.

Cannabis manufacturing may be permitted, subject to the requirements of this code, including all applicable performance standards, and the granting of a conditional use permit as provided for in Chapter [17.132](#), in the industrial (I) and industrial with light industrial flex overlay (I/LIF) zones. (Prior code § 25-21.6-60)

17.110.070 Cannabis laboratories and research.

Cannabis laboratories and research facilities may be permitted, subject to the requirements of this code, including all applicable performance standards, and the granting of a conditional use permit as provided for in Chapter [17.132](#), in the industrial (I) and industrial with light industrial flex overlay (I/LIF) zones. Cannabis laboratories and research facilities are prohibited from engaging in commercial cultivation, manufacturing, distribution and sales of cannabis. (Prior code § 25-21.6-70)

17.110.080 Cannabis distribution facilities.

Cannabis distribution facilities may be permitted, subject to the requirements of this code, including all applicable performance standards, and the granting of a conditional use permit as provided for in Chapter [17.132](#), in the industrial (I) and industrial with light industrial flex overlay (I/LIF) zones. (Prior code § 25-21.6-80)

17.110.090 Cannabis cultivation.

Cannabis cultivation is prohibited. (Prior code § 25-21.6-90)

17.110.100 Cannabis retailers.

A. **Cannabis retailers may be permitted, subject to the requirements of this code including all applicable performance standards, and granting of a conditional use permit as provided in Chapter 17.132, and Section 17.110.050, in the Corridor Mixed Use East Street (CMU-E), Corridor Mixed Use West Main (CMU-WM), Corridor Mixed Use Kentucky (CMU-K); Corridor Mixed Use Light Industrial Flex Overlay (CMU-LIF), Community Commercial, Regional Commercial Light Industrial Flex Overlay (RC-LIF), Downtown Mixed Use**

(DMU) zone, District A. Cannabis retailers are prohibited in all other zoning districts of the City. Cannabis retailers are prohibited. (Prior code § 25-21.6-100)

B. Cannabis retailers that will not be open to the public and that perform sales exclusively by delivery are prohibited.

C. Cannabis retailers may include a cannabis distribution facility as an accessory use to serve the on-site business pursuant to this chapter and shall be subject to the following:

- (1) The distribution facility shall be appurtenant and incidental to the retail use, both in terms of size and use and shall only be used to support the retail facility that is the primary use on site and, if applicable, other retail facilities owned and operated by the applicant. The distribution facility shall not be used for distribution of cannabis or cannabis products to other cannabis retailers.**
- (2) The distribution facility shall not be predominantly visible to the public from the street frontage adjacent to the cannabis retailer or if the distribution facility is located within a commercial center, the distribution facility shall not be a specific and identifiable use apart from the cannabis retailer.**
- (3) There shall be adequate parking and loading on site to serve both the cannabis retailer and the distribution facility, and spaces for loading associated with the distribution facility shall be located in the rear of the applicable property, outside of view from the street frontage or frontage of the commercial center. Only smaller vehicles, vans, or sprinter vans shall be used for delivery vehicles. Larger trucks, such as CA legal “Semi-trucks” or “18-wheelers”, and any trucks over five-tons are prohibited from delivering cannabis product on site. The location and storage of all vehicles used for the cannabis business shall be provided in a safe and secure manner and meet all security requirements of the City of Woodland Police Chief and applicable State requirements.**
- (4) Accessory distribution facilities shall comply with all provisions applicable to cannabis distribution facilities as a primary land use.**

17.110.110 Additional regulatory requirements.

In addition to complying with all applicable requirements in this chapter and obtaining a State license for commercial cannabis activities, no commercial cannabis use may operate in the City without first obtaining a cannabis business permit. (Prior code § 25-21.6-110)

View the [mobile version](#).

EXHIBIT B - COMPREHENSIVE USE TABLE - SUMMARY OF ALLOWED LAND USES AND PERMIT REQUIREMENTS

Adopted May 1, 2018 (Rev April 7, 2020) **(Revised XX, 2021)**

	Zoning District										
LAND USE	Corridor Mix Use (CMU)				Commercial			Industrial		Residential	Comments
	CMU-East	CMU-Kentucky	CMU-West Main	CMU-Light Industrial Flex Overlay	Community Commercial	Regional Commercial	Regional Commercial Light Industrial Flex Overlay	Industrial Light Industrial Flex Overlay	Industrial	High Density Residential	<i>P = Permitted A = Zoning Administrator Permit C = Conditional Use Permit “-“ = Not Permitted L = Special Criteria – Provides clarification whether a use is allowed, when and under what conditions. *See the Industrial Use Table 3 of the Zoning Ordinance for permitted, conditionally permitted or prohibited uses. This table supplements or clarifies Table 3. If a cell is blank, see Table 3 for reference..</i>
	CMUE	CMUK	CMUWM	CMU/LIF	CC	RC	RC/LIF	I/LIF	I*	HDR	
COMMERCIAL CANNABIS USES											
Manufacturing: both volatile and non-volatile (limited to manufacturing for wholesale, distribution for resale); Retail (on-site) sales prohibited	-	-	-	-	-	-	-	C	C	-	Sections 17.110.60 and 5.2804
Testing, Research and Development: Retail (on-site) sales prohibited.	-	-	-	-	-	-	-	C	C	-	Sections 17.110.60 and 5.28
Distribution: Retail (on-site) sales prohibited	-	-	-	-	-	-	-	C	C	-	Sections 17.110.60 and 5.28
Retailers: Storefront (Dispensaries): prohibited	C-L38	C L-38	C-L-38	C L-38	C L-38	-	C-L-38	-	-	-	A storefront retail use may include delivery Distribution as an accessory use may be allowed Section 17.110
Retailers: (Delivery only): prohibited	-	-	-	-	-	-	-	-	-	-	
Indoor Commercial Cultivation: prohibited	-	-	-	-	-	-	-	-	-	-	
Outdoor Cultivation: prohibited	-	-	-	-	-	-	-	-	-	-	
Indoor Personal Cultivation	L31	L31	L31	L31	-	-	-	-	-	-	

SPECIAL LIMITATIONS:
L1 May be allowed with a Zoning Administrator use permit
L2 Residential or other similar sensitive uses may be considered on the south side of Kentucky Avenue, but on the north side these uses may only be allowed with an approved Specific Plan.
L3 A Zoning Administrator Permit is required for more than 2,000 sq. ft.
L4 Cannot be located within 500 feet of a school or park.
L5 Over 10,000 square feet, may be approved with a Zoning Administrator Permit.
L6 Allowed on a shopping center site as an accessory use within an enclosed structure, which may be portable.
L7 Only allowed on the rear half of a lot and not within 500 feet of a school or public park, must be located more than 750 feet from any following zones: OS, R-1, R-2, NP, or RM, must be more than 1,000 feet from any other adult book store or adult motion picture theater, and a conditional use permit is required. Refer to Section 17.104.170
L8 Only allowed as an accessory use to a gas station or car dealership, typically on the same parcel. Drive through lane and wash stall area shall be screened from public view.
L9 Not allowed under 5,000 square feet in the RC,RC/LIF, CMU, CC districts, and only if associated with a service station. No hard alcohol sales may be allowed if associated with a service station.
L10 Shall be designed to minimize noise, light, glare, vibration, and other nuisance concerns. Where adjacent to a residential district shall require a Zoning Administrator Permit.
L11 A conditional use permit required if site is abutting a residential zone.
L12 – Up to 10% of the total square footage of shops within a regional commercial center may consist of ancillary office spaces that support other uses. Limit does not apply to stand alone, professional office buildings.
L13 – Requires a master plan in which 50% shall be commercial or uses other than mini-storage and all necessary access and utility easements and improvements are identified and installed as necessary to ensure adequate service to the site and master plan areas; mini-storage portions shall be set back from a street frontage and no closer than 300- feet from an arterial , buildings shall be a minimum of two stories where adjacent to freeway or major arterial to screen views; buildings shall exhibit exemplary architectural design, and facilitate a lively and vibrant street/active street frontage. The project shall incorporate conservation and sustainability features to achieve net zero energy use, shall provide a lighting and security plan, and shall demonstrate measurable community benefit in a manner agreed upon by the City and memorialized in a documented agreement.
L14 - All materials stored outside must be fully screened from view from any rights of way and below fence height. If outdoor storage of materials or equipment is adjacent to a residential district a conditional use permit is required. Any work bay area shall be screened from public view.
L14a – Outdoor storage may only be allowed in conjunction with an existing active business located and operated within a building and active business license. The storage or truck parking area must be an accessory use to the existing business. A single use outdoor storage or truck parking lot is not permitted.

- L15 – On-site rental car parking is limited to the minimum needed for immediate customer pick up only, no on site storage of cars.
- L16 - Subject to Section 17.104.180; Wireless Facilities Ordinance
- L17 – Auto sales in an open lot may be considered as an accessory use to a retail showroom and service area, or as part of a complete dealership complex. Site access, internal vehicle circulation, auto-display, and landscaping are subject to review. No surface parking lot or outdoor display area solely intended for the sale of new or used cars and not accessory to an indoor showroom is allowed as a primary use on a site
- L17a- Used car sales must be associated with a new car dealership, except for large format used car dealerships (as example Carmax). A single use used car sale lot is not permitted.
- L18 – In the Industrial areas small-scale establishments serving local businesses are allowed. The proximity of fast food uses within 1/2 mile of schools, youth facilities or residential uses shall be evaluated for overconcentration. The General Plan emphasized “dining” and “slow food: establishments.
- L19 -.**Reserved**
- L20 - Zoning Administrator permit is required for more than 3,000 sq. ft.
- L21 - Drive through fast food may not be allowed within 1/2 mile of a school, evaluate the extent of overconcentration of existing or proposed fast food restaurants and drive through fast food within 1,000 feet of the proposed location, minimize the siting of unhealthy land uses, and evaluate the impact to the City’s GHG emissions. See Section 3.06
- L22 - Only allowed as a secondary use occupying less than one-third of the floor area in a multi-tenant building.
- L23 - Allowed within a shopping center on in an Industrial zone on the site of a recycling processing facility and must be within an enclosed structure, which may be portable.
- L24 - Only allowed as an accessory use with a service station with a Zoning Administrator permit.
- L25 - Only allowed on the rear half of a lot in order to ensure that the street frontage is activated.
- L26 –Tasting room is permitted as an ancillary use to an existing active business. If it is a stand-alone business it is considered a micro-brewery/wine bar/brew pub.
- L27 New mini-storage is not permitted, except the expansion of a previously approved and constructed mini-storage facility subject to a Conditional Use Permit. The new buildings shall be a minimum of two-stories in height. The project shall incorporate conservation and sustainability features to achieve net zero energy use; shall provide a security and lighting plan; and shall demonstrate measurable community benefit in a manner agreed upon by the City and memorialized in a documented agreement.
- L28 - Outdoor storage may be allowed as an ancillary use on the same parcel as the primary business with a Zoning Administrator Permit. All outdoor storage must be fully screened from view from any public rights-of-way and below fence height. All work areas, work bays shall be screened from public view.
- L29 Agricultural Production may be allowed as an accessory or ancillary use to a primary use, as example, for research, testing or demonstration purposes with a Zoning Administrator Permit
- L 30 Transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.
- L31 provides that any person within the City of Woodland may cultivate cannabis inside of any residence or enclosed and secure secondary structure that meets certain requirements specified in the ordinance, consistent with state law that permits indoor cultivation of cannabis for medical and non-medical purposes
- L32 Smoke shops, tobacco stores, hooka/smoking lounge shall not be located within 1000 feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.
- L33 – Mixed uses are allowed, consistent with the manner in which the individual uses are otherwise allowed in the District. The review required will be dependent upon the most restricted use intended for the development.
- L34 - Permitted with a license per Municipal Code Section **5.20.010** or with a Conditional Use Permit
- L35 – May not be located within 500 feet of a school, shall hold and maintain all applicable licenses and permits with the State Department of Justice, exterior areas shall be well lit and include video surveillance. Advertising and signage on clear windows and doors shall be placed so that law enforcement have personnel have a clear and unobstructed view of the interior.
- L 36 – Non-residential uses may occupy up to 1/3 of the square footage of the building/buildings, as long as residential use occupies 2/3 of the building (s) square footage. Nonresidential uses that may be considered are those listed as P/A in the Comprehensive Use Table
- L 37 – A Crematorium shall provide adequate analysis to verify that the use meets all AQMD standards, meets the City’s Climate Action Plan goals and policies, and will not create harmful odor, particulate, or other environmental impacts to adjacent uses. No more than one crematorium facility shall be permitted.
- L 38 – Subject to provisions contained in Section 17.110 and 5.28**

8

Policies and Standards

8.3 ALLOWED LAND USES

Table 8-1 shows the land use matrix that will be used by the City in determining appropriate land uses within the Downtown. The matrix uses three symbols to indicate whether a use is allowed, conditionally allowed, or subject to a CUP process. If a land use is not listed on the matrix, the use is not permitted within the Downtown area. The Community Development Director will determine which category best fits a given use if questions arise.

To determine if a land use is allowed in a district, the following steps will be taken:

1. Find the closest land use type in the left hand column of the matrix (land uses are grouped by categories) and then find the appropriate district on the matrix (in what area is the site located, see Figure 3-3, "Downtown Districts" for locations). Where the row and column meet will be a cell that contains either a "■," a "○," a "Z," a "C," or a blank space.
2. If a "■" appears in the cell, that land use type is an *allowed use* in that district. Development can proceed subject to the project meeting the other requirements specified in this Specific Plan and other applicable City requirements and permits.
3. If a "○" appears, the land use is a *conditionally allowed use*. Uses with this designation have previously been required to go through a CUP process. To enhance the responsiveness of the City while still protecting the future of the Downtown, a set of performance standards has been developed, and is included in Section 8.5, "Performance Standards." Projects in this category will be reviewed by the Zoning Administrator to determine if the project meets the appropriate performance standards, complies with the other requirements of this Specific Plan and applicable City regulations, and does not pose any design or operational features that would require warrant further public review. If acceptable, the project can proceed like an allowed use, with no CUP required. A CUP may be required if the performance standards cannot be met, the applicant does not concur with the requirements presented, or the Zoning Administrator determines that further review is required.
4. Some uses possess locational, use, structural, traffic, or operating characteristics requiring special consideration best handled through a Zoning Administrator Permit (ZAP) in order to be compatible with neighboring properties. These uses, noted with a "Z" must go through a Zoning Administrator Permit process which allows for public consultation and if needed a staff level public hearing.

5. Some uses have unique or significant siting issues that are best handled through a CUP process. These uses, noted with a “C,” must go through a CUP process. Adult-oriented uses are subject to the CUP process and the requirements found in Section 25-21-75 of City of Woodland Zoning Ordinance.
6. If no symbol appears in a cell, the use is not allowed in that district.

table 8-1. Land Use Matrix

Land Use	Districts (per Figure 3-3)				
	A	B	C	D	E
Office					
Medical and dental clinics	■	■	■	■	■
Medical laboratories	■	■		■	■
Offices, small (less than 5,000 square feet)	■	■	■	■	■
Offices, large (greater than 5,000 square feet)	■	■		■	■
Opticians	■	■	■	■	■
Veterinary offices and clinics				○	○
Residential					
Boarding and rooming houses	C		C	C	
Residential – single family/duplex/split lot (3)			■	○	○
Residential – multiple family (3)	○	○		○	○
Residential hotels	C				
Miscellaneous – General					
Bus depot	○				
Parking facilities, off site	○	○	○	○	○
Passenger terminals	○				
Mixed use developments (4)	See note				
Adult-Oriented Land Uses (see Section 25-21-75 17.104.170 of City of Woodland Zoning Ordinance)					
Commercial Cannabis Uses (See Section 17.110 of the Woodland Zoning Ordinance)					
Store Front Retail (Dispensary)	C				
Retail Delivery (As Accessory to a Store Front Retail Facility)	C				
Distribution (As Accessory to a Store Front Retail Facility)	C				

- (1) Facility or use where food is regularly served on a not-for-profit basis. All activities, including waiting areas, must be conducted indoors unless otherwise modified through the CUP process. Bathroom facilities of adequate size to serve the expected clientele shall be provided within the facility.
- (2) Facility or use that provides temporary housing for individuals on a not-for-profit basis. May include, but is not limited to, emergency housing on a short-term basis or temporary transitional basis until permanent

8. Policies and Standards



housing is available. Does not include temporary shelters for the relief of natural disasters or similar emergencies.

- (3) In District E, residential uses allowed only in areas shown on Figure 7-1.
- (4) Mixed uses are allowed in any district. Development requirements will be based on the use proposed for a given space (e.g., residential requirements for residential areas, commercial requirements for commercial areas). For common areas or shared facilities, requirements will be based on the land use with the most restrictive requirements.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING CHAPTER 5.28 TO THE CITY OF
WOODLAND MUNICIPAL CODE RELATED TO REGULATORY AND
PERMITTING REQUIREMENTS FOR COMMERCIAL CANNABIS
BUSINESSES LOCATED IN THE CITY OF WOODLAND**

WHEREAS, on June 27, 2017, the Governor signed SB 94 into law, a budget trailer bill effective immediately, to consolidate state licensing of medicinal and recreational “adult-use” commercial cannabis businesses into a single regulatory scheme, now titled the “Medicinal and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA); and

WHEREAS, state law authorizes the City of Woodland to either prohibit or regulate commercial cannabis uses; and

WHEREAS, the City Council of the City of Woodland has determined that reasonable regulations regarding the establishment of commercial cannabis cultivation, manufacturing, testing, research, distribution, and retail delivery businesses in the City, as conditionally permitted in the City’s Zoning Code, will provide an appropriate balance between the City’s interests in fostering certain commercial, agricultural, and research-related activities while also protecting the public health, safety, and welfare of Woodland residents; and

WHEREAS, on December 5, 2017, the City Council of the City of Woodland approved Ordinances 1629 and 1630 thereby adding Chapter 17.110 and Chapter 5.28 to establish zoning and business permit regulations regarding commercial cannabis manufacturing, testing, and distribution businesses in the City; and

WHEREAS, the City Council finds that the proposed amendments to Chapter 5.28 allow for issuance of CBPs to cannabis retailers, and include specific operational requirements that will apply to those retailers. The proposed amendments additionally add a cannabis work permit requirements that will provide for annual review of cannabis business employees and ensure that they remain in compliance with the City’s requirements regarding background checks and criminal history and additional security requirements for all cannabis businesses that reflect best practices.

WHEREAS, the City Council finds that this Ordinance will not result in any significant changes to the character or use of properties in the City and is not a project with the potential for causing a significant effect on the environment requiring California Environmental Quality Act (CEQA) analysis, and is categorically exempt from CEQA; and

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Amendment. Chapter 5.28 of the Woodland Municipal Code is hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Severability. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. CEQA. The City Council hereby finds that this Ordinance merely establishes a permitting process and reasonable regulations on commercial cannabis businesses, to the extent such businesses are authorized to operate in the City pursuant to state and local law, and does not independently authorize any particular cannabis business or use to establish or operate in the City. Accordingly, it can be seen with certainty that there is no possibility this Ordinance will have a significant effect on the environment. This Ordinance is therefore not a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland on this _____ 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

Exhibit A: Chapter 5.28 with amendments

Woodland Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Collapse](#)[Search](#)[Print](#)[No Frames](#)[Title 5 BUSINESS LICENSES AND REGULATIONS](#)**Chapter 5.28 COMMERCIAL CANNABIS BUSINESS PERMITS****Article 1. General Provisions****5.28.010 Purpose and intent.**

It is the purpose and intent of the City Council to regulate cannabis businesses consistent with State law and to protect the health, safety, and welfare of the residents of the City. The regulations in this chapter do not interfere with a qualified patient's right to obtain and use cannabis as authorized under State law, nor do they criminalize the possession or cultivation of cannabis by certain individuals as authorized under State law. Cannabis businesses shall comply with all provisions of the Woodland Municipal Code, State law, and all other applicable local codes and regulations, including all applicable land use and zoning regulations imposed on cannabis businesses. It is neither the intent of this chapter to condone or legitimize the illegal use or consumption of cannabis under Federal, State, or local law, nor to authorize the operation of a legal business in an illegal manner. (Prior code § 13A-1-01)

5.28.020 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings, unless otherwise specified:

“Cannabis” means all or any parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.

“Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis, and cannabis as defined by Section 11018 of the California [Health and Safety Code](#), as it may be amended. For purposes of this article, “cannabis” means and includes both cannabis for medical purposes and non-medical, “adult-use” purposes, unless otherwise specified, but does not include industrial hemp.

“Cannabis business” means a business activity, including, but not limited to, planting, cultivation, harvesting, transporting, manufacturing, compounding, converting, processing, preparing, storing, packaging, distributing, researching, testing, providing, or selling wholesale and/or retail sales of cannabis. A cannabis business includes any facility, building structure, or location, expressly including dispensaries and deliveries, and shall expressly include those commercial cannabis activities authorized and/or licensed by State law.

“Cannabis business permit” means any permit issued to a cannabis business pursuant to the provisions of this chapter.

“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis licensed by the State and permitted by Chapter [17.110](#) of this code. For purposes of this chapter, cannabis cultivation does not mean or include personal cultivation of cannabis regulated by Chapter [17.108](#) of this code.

“Cannabis distribution facility” means any facility engaged in the procurement, temporary storage, non-retail sales, and transport of cannabis or cannabis products between State-licensed cannabis businesses, including warehouses and similar structures, as permitted by Chapter [17.110](#) of this code.

“Cannabis laboratories and research” means a laboratory, facility, or entity that offers or performs tests or testing of cannabis or cannabis products, as permitted by Chapter [17.110](#) of this code, including accredited testing laboratories licensed by the State and involved in commercial cannabis activity in the State, and start-up or incubator research activities, which typically include, but are not limited to, research, design, analysis, development, and/or testing of a cannabis product, and laboratories or facilities engaged in scientific research studies, investigation, testing, or experimentation, but not including cannabis manufacturing or sales of cannabis.

“City Manager” means the City Manager and designee.

“Cannabis manufacturing” means the compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product, as permitted by Chapter [17.110](#) of this code, expressly including the production,

preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods.

“Cannabis retailer” means a premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California [Business and Professions Code](#) Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale, as permitted by Chapter [17.110](#) of this code.

“Community Development Director” means the Community Development Director **of the City or their** and designee.

“Conditional use permit” means any conditional use permit issued by the City pursuant to Chapter [17.132](#) of this code related to the operation of a **commercial** cannabis business.

“Interested parties” means any of the following:

1. Any individual that has an aggregate ownership interest, other than a security interest, lien, or encumbrance, of 20% or more in the **commercial** cannabis business;
2. Partners, officers, directors, and stockholders of every corporation, limited liability company, or general or limited partnership that owns at least 20% of the cannabis business, or that is one of the partners in the cannabis business;
3. The manager(s) of the cannabis business; and
4. The staff of the cannabis business.

“Juvenile” means any natural person who is under the age of 21 years.

“Manager” means a person with responsibility for the establishment, registration, supervision, or oversight of the operation of a cannabis business, including, but not limited to, a person who performs the functions of a board member, director, officer, owner, operating officer, or manager of the cannabis business.

“Medical cannabis” means cannabis used for medical purposes in accordance with the Compassionate Use Act (California [Health and Safety Code](#) Section 11362.5 et seq.) and the Medical Cannabis Program Act (California [Health and Safety Code](#) Section 11362.7 et seq.), as they may be amended from time to time.

“Physician” means a licensed medical doctor as defined in California [Business and Professions Code](#) Section 4039.

“Police Chief” shall mean the City of Woodland Chief of Police and designee.

“Primary caregiver” shall have the same definition as set forth in California [Health and Safety Code](#) Section 11362.7, as may be amended.

“Private medical records” means records related to the medical history of a qualified patient and includes the recommendation of a physician for the medical use of medical cannabis and the designation of a primary caregiver by a qualified patient.

“Qualified patient” shall have the same definition as set forth in California [Health and Safety Code](#) Section 11362.7, as may be amended.

“Staff” means a person other than a manager who works or provides services on the site of a cannabis business, whether as an employee, contractor, or volunteer. (Prior code § 13A-1-02)

5.28.030 All State and local licenses required.

- A. No cannabis business shall operate unless it is in possession of all applicable State and local licenses or permits.
- B. If any applicable State or local license or permit required for a cannabis business’s operation is denied, suspended, modified, revoked, or expired, the cannabis business shall notify the Community Development Director in writing within 10 days. (Prior code § 13A-1-03)

5.28.040 Payment of taxes.

In addition to any fees established and imposed pursuant to this chapter, all cannabis businesses are required to pay all applicable taxes, including any applicable business license tax imposed by the Woodland Municipal Code. (Prior code § 13A-1-04)

5.28.050 Cannabis transfer between permitted businesses only.

A cannabis business shall not transfer cannabis or cannabis products to or from another cannabis business, unless both businesses are in possession of all required State and local licenses and permits. (Prior code § 13A-1-05)

5.28.060 Permits not transferable.

Cannabis business permits issued pursuant to this chapter are not property and have no value. Cannabis business permits may not be transferred, sold, assigned or bequeathed expressly or by operation by law. Any attempt to directly or indirectly transfer a cannabis business permit is unlawful and void, and shall automatically revoke the permit. (Prior code § 13A-1-06)

5.28.070 Service of notices.

All notices required by this chapter shall be deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed to the applicant or cannabis business at the mailing address identified in its application, the last updated address on file with the Community Development Director, or the mailing address on the appeal form; or the date upon which personal service of the notice is provided to the applicant or a manager identified on the application or appeal form. (Prior code § 13A-1-07)

5.28.080 Inspection authority.

- A. The Police Chief may enter and inspect the site of a cannabis business at any reasonable time to ensure compliance and enforcement of the provisions of this chapter.
- B. No person shall refuse, impede, obstruct, or interfere with a lawful inspection performed pursuant to this chapter. (Prior code § 13A-1-08)
- C. **The Police Chief or Community Development Director or their respective designees may inspect and demand copies of records maintained by the cannabis business, except for private medical records, which shall be made available to law enforcement agencies only pursuant to a properly executed search warrant, subpoena, or court order.**

5.28.090 Violations.

- A. Any person who violates the provisions of this chapter shall be subject to a fine of up to \$1,000.00 for each day the violation continues.
- B. Violations of this chapter are hereby declared to be public nuisances. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to civil action and administrative penalties pursuant to Chapter 9.20 of this code.
- C. All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the City from the pursuit of any other available remedy for the purpose of enforcing the provisions hereof. (Prior code § 13A-1-09)

5.28.100 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, that decision shall not affect the validity or effectiveness of the remaining portions of this chapter. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective. (Prior code § 13A-1-10)

Article 2. Notice and Appeal Process for Cannabis Business

Permits 5.28.110 Appeals.

- A. Any applicant or permittee aggrieved by a decision of the Community Development Director in denying, suspending, modifying or revoking a permit, or imposing conditions on the issuance of a permit or permit renewal, may appeal the decision to the City Manager in accordance with the procedures set forth in this article.
- B. Any applicant or permittee who desires to appeal a decision of the Community Development Director, may appeal the decision by submitting a written appeal to the City Manager within 10 calendar days from the date of service of the notice of denial, suspension, modification, revocation, or conditioned approval or renewal. The written appeal shall contain:
1. A brief statement in ordinary and concise language of the specific decision or condition protested, together with any material facts claimed to support the contentions of the appellant;
 2. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;
 3. The signatures of all parties named as appellants and their official mailing addresses; and
 4. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- C. Upon receipt of a timely filed appeal, the City Manager may hire or appoint a hearing officer or may serve as the hearing officer.
- D. Upon receipt of any appeal filed pursuant to this section, the hearing officer shall calendar it for hearing within ~~30~~**15** calendar days.
- E. Written notice of the time and place of the hearing shall be given at least seven calendar days prior to the date of the hearing to each named appellant either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address(es) shown on the appeal.
- F. Failure of any person to timely file an appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and decision, or any portion thereof.
- G. Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.
- H. In the case of a suspension, modification, or revocation of a permit or permit renewal, the permittee may continue to conduct the cannabis business during the pendency of any appeal. (Prior code § 13A-2-01)

I. The provisions of the Administrative Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such a hearing, nor shall formal rules of evidence in civil or criminal justice proceedings be so applicable.

J. The City Council shall by resolution from time to time establish a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

5.28.120 Hearings—Generally.

- A. At the time set for hearing, the hearing officer shall proceed to hear the testimony of the Community Development Director, the appellant, and other competent persons, including members of the public, respecting those matters or issues specifically raised by the appellant in the notice of appeal.
- B. The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.
- C. The hearing officer may, upon request of the appellant or upon request of the City, grant continuances from time to time for good cause shown, or upon his or her own motion.
- D. In any proceedings under this chapter, the hearing officer has the power to administer oaths and affirmations and to certify to official acts. (Prior code § 13A-2-02)

5.28.130 Conduct of hearing.

- A. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- B. Oral evidence shall be taken only upon oath or affirmation.
- C. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

- D. The hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- E. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.
- F. Each party shall have these rights, among others:
1. To call and examine witnesses on any matter relevant to the issues of the hearing;
 2. To introduce documentary and physical evidence;
 3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
 4. To impeach any witness regardless of which party first called the witness to testify;
 5. To rebut the evidence presented against the party; and
 6. To represent him, her, or itself or to be represented by anyone of his, her, or its choice who is lawfully permitted to do so.
- G. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of this State or that may appear in any of the official records of the City or any of its departments. (Prior code § 13A-2-03)

5.28.140 Form, contents, finality of decision.

- A. If it is shown, by a preponderance of the evidence, that one or more bases exist to deny, suspend, modify, or revoke the permit, the hearing officer shall affirm the Community Development Director's decision to deny, suspend, modify, revoke or condition the permit.
- B. Following the hearing and after reviewing the testimony and evidence presented at the hearing, the City Manager shall issue a decision, or if the City Manager appointed a hearing officer, the hearing officer shall issue a recommendation to the City Manager, regarding the propriety of the Community Development Director's determination. The decision or recommendation shall be in writing and shall contain findings of fact and a determination of the issues presented. The City Manager shall accept, amend and accept, or reject a hearing officer's recommendation.
- C. The City Manager's determination of the appeal shall be final.
- D. The final decision shall inform the appellant that the decision is a final decision and that the time for judicial review is governed by California [Code of Civil Procedure](#) Section 1094.6. Copies of the decision shall be delivered to the appellant personally or sent by certified mail to the address shown on the appeal within 10 business days following the conclusion of the hearing.
- E. The decision shall be final when signed by the City Manager and served as provided in this section. (Prior code § 13A-2-04)

Article 3. Issuance of Cannabis Business Permits

5.28.150 Applicability and scope.

This chapter applies to every cannabis business permitted by Chapter [17.110](#) of this code. (Prior code § 13A-3-01)

5.28.160 Cannabis business permit required.

No person shall operate a cannabis business without obtaining a valid cannabis business permit issued pursuant to this article, **except that an outside cannabis delivery service, as defined in Section 5.28.360, shall instead be require to obtain an outside cannabis delivery permit pursuant to Article 5 of this chapter.** (Prior code § 13A-3-02)

5.28.170 Cannabis business permit program fee.

The cannabis business permit program fee is hereby established and imposed. The City Council shall establish by resolution the amount of the cannabis business permit program fee applicable to each respective cannabis business permitted by this chapter, and any related penalties. (Prior code § 13A-3-03)

5.28.180 Applications for cannabis business permit.

- A. A person may apply for a cannabis business permit, or a permit renewal, by filing an application with the Community Development Director. The application shall be on a form approved by the Community Development Director and may require any information or documentation consistent with the provisions of this code and State law, including the following:
1. Applicant.
 - a. A description of the statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, statement of information, articles of association, and fictitious business name statement.
 - b. The phone number and address to which notice of action on the application and correspondence is to be mailed.
 2. Interested Parties.
 - a. The name, address, telephone number, title, and function of each of the interested parties in the cannabis business.
 - b. For each of the interested parties identified pursuant to subsection (A)(2)(a):
 - i. A legible copy of one valid government-issued form of photo identification, such as a State driver's license, a passport issued by the United States, or a permanent resident card.
 - ii. A list of his or her misdemeanor and felony convictions, if any. For each conviction, the list must set forth the date of arrest, the offense charged, the offense convicted, the jurisdiction of the court, and whether the conviction was by verdict, plea of guilty, or plea of nolo contendere.
 - iii. Consent to fingerprinting and a criminal background investigation.
 3. Cannabis Business Site.
 - a. Description. A general description of the proposed cannabis business site, including the street address, parcel number, total square footage of the site, and the characteristics of the surrounding area.
 - b. Floor Plan. A scaled floor plan for each level of each building that makes up the business site, including the entrances, exits, walls, and cultivation, manufacturing, laboratory and research, distribution and retail storage areas, as applicable. The floor plan must be professionally prepared by a licensed civil engineer or architect.
 - c. Site Plan. A scaled site plan of the business site, including all buildings, structures, driveways, parking lots, landscape areas, and boundaries. The site plan must be professionally prepared by a licensed civil engineer or architect.
 - d. Compliance with Title 17, the Zoning Ordinance. A copy of a valid conditional use permit approved by the City for the proposed location, as may be applicable.
 - e. Statement of Owner's Consent. Written consent of the owner or landlord of the proposed site to operate a cannabis business, specifying the street address and parcel number.
 4. Security.
 - a. Security Plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the business site. The security plan must be prepared by a qualified professional, **consistent with Section 5.28.260 and approved by both the Police Chief and Community Development Director.**
 - b. Lighting Plan. A lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the use.
 5. Odor Control. A detailed ventilation plan describing the air treatment system, or other methods that will be implemented to prevent offensive odors generated from the manufacturing, testing and/or storage of

cannabis from being detected outside the buildings on the site.

6. Business Operations.

- a. Business Plan. A plan describing how the cannabis business will operate in accordance with this code, State law, and other applicable regulations. The business plan must include plans for hours of operation, handling cash, and transporting cannabis and cannabis products to and from the business site, as may be applicable.
- b. Community Relations Plan. A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted. The community relations plan must include a description of the community benefit the business will provide, or proposes to provide, to the surrounding community.
- c. State Licenses. Copies of the applicant's State licenses relating to cannabis, as required by State law. If the applicant applies for a cannabis business permit prior to the State issuing the appropriate licenses, the applicant shall specify which State license(s) will be obtained once the State begins issuing licenses.
- d. Tax Compliance. A current copy of the applicant's City business license tax certificate, State sales tax seller's permit, and the applicant's most recent year's financial statement and tax returns, as may be applicable.
- e. Insurance. The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis manufacturing business.
- f. Budget. A copy of the applicant's most recent annual budget for operations.
- g. Price List. A list of the most recent prices for all products and services provided by the applicant, as may be applicable.

7. City Authorization. Authorization and consent for the Community Development Director to seek verification of the information contained within the application.

8. Applicant's Certification. A statement dated and signed by the applicant, under penalty of perjury, that the applicant has personal knowledge of the information contained in the application, that the information contained therein is true and correct, and that the application has been completed under the applicant's supervision.

9. Operating Agreement and Indemnification. The City and applicant shall enter into an operating agreement, in a form approved by the City Attorney, whereby the applicant:

- a. Releases the City, and its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of this chapter or any provision of the Zoning Ordinance relating to the cannabis business, and (ii) any arrest or prosecution of the applicant or its managers, employees, or members for violation of State or Federal laws; and
- b. Defends, indemnifies, and holds harmless the City and its agents, officers, elected officials, and employees from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the manufacturing site, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of cannabis or cannabis products at the business site.
- c. Agrees to abide by the requirements of this code and any other operating terms and conditions as mutually agreed by the parties to ensure that the community benefits derived from the proposed cannabis business adequately address potential adverse impacts.

B. Every application for a cannabis business permit shall be accompanied by a nonrefundable cannabis business permit program fee.

C. No person shall knowingly make a false statement of fact or knowingly omit any information that is required in an application for a cannabis business permit. (Prior code § 13A-3-04)

5.28.190 Application process.

The Community Development Director, in consultation with the City Manager and Police Chief, is authorized to establish procedures and guidelines to process cannabis business permit applications. (Prior code § 13A-3-05)

5.28.200 Denial of a cannabis business permit.

- A. The Community Development Director may deny a cannabis business permit if he or she determines that one or more of the following circumstances exist:
1. The application received is incomplete, filed late, or not responsive to the requirements of this article;
 2. The application contains a false or misleading statement or omission of a material fact;
 3. The operation of the business site described in the application fails to comply with any of the requirements in this code, State law, or any other regulation;
 4. The applicant or any of its managers has any unpaid and overdue administrative penalties imposed for violations of this chapter;
 5. ~~Within 12 months of the date of application, either the applicant has had a State or local cannabis-related land use or business permit revoked; or any of its managers were associated with a cannabis business that had its cannabis-related permit(s) revoked;~~
 6. **The applicant was notified that it was conducting commercial cannabis activity in violation of this chapter and any other city of Woodland ordinances, codes and requirements, and failed to cure the violation in a timely manner;**
 7. **The applicant is delinquent in payment of federal, state or local taxes and/or fees, and took no steps to cure the delinquency when notified by the appropriate agencies;** or
 8. Operation of the proposed cannabis business site, as represented in the application, is a threat to the public health, safety, or welfare.
- B. The denial of a cannabis business permit is subject to and shall comply with Article 2 of this chapter. (Prior code § 13A-3-06)

5.28.210 Terms of cannabis business permit.

- A. A cannabis business permit issued pursuant to this article is valid for one year from the date that the permit is issued, unless suspended or revoked sooner.
- B. A cannabis business permit is only valid for the operator of the cannabis business(es) identified on the cannabis business permit for that particular cannabis business site. In the event of multiple operators located on a single cannabis business site, each operator shall obtain and maintain a separate cannabis business permit to operate the operator's cannabis business(es).
- C. A cannabis business permittee shall not allow cannabis or cannabis products on the business site to be visible from the public right-of-way, the unsecured areas surrounding the building(s) on the site, or the site's main entrance and lobby.
- D. The permittee shall notify the Community Development Director of any change in the information provided on the application to obtain the cannabis business permit within 30 days of the change.
- E. Conditions placed on the conditional use permit issued under Chapter 17.132 of this code are also conditions of the cannabis business permit. Any violation of the conditions of the conditional use permit is grounds for suspending or revoking the cannabis business permit.
- F. The Community Development Director may impose additional conditions on the cannabis business permit, including the maximum amount of cannabis and cannabis products allowed on the site, number and types of equipment allowed, and security features. (Prior code § 13A-3-07)

5.28.220 Renewal.

- A. A permittee may apply for a cannabis business permit renewal by submitting to the Community Development Director at least 30 calendar days before the expiration of the permit, a renewal application and a non-refundable renewal fee in an amount set by resolution of the City Council. Failure to timely submit a renewal application

prior to expiration of the permit shall result in permit expiration, and an application for a new permit shall be required pursuant to Section 5.28.180.

- B. If a timely and complete application for renewal is filed, the permit's expiration shall be stayed until a decision on the renewal application is issued.
- C. The Community Development Director shall either approve or deny the renewal of a permit within 30 calendar days of receipt of the complete application. The Community Development Director may extend the time for consideration of the application for up to an additional 30 calendar days upon written notice to the applicant. The failure of the Community Development Director to timely act shall constitute approval of the renewal of the permit.
- D. The Community Development Director shall approve the renewal of a permit if he or she finds that the circumstances existing during the term of the permit and during the review period of the application for renewal are consistent with all of the findings required for approval of a new permit specified in Section [5.28.180](#), and that no permittee or interested party of the cannabis business has committed, permitted, or failed to prevent violations of the municipal code, or any license or permit condition, during the preceding permit term.
- E. Notwithstanding an approval for a permit renewal, the Police Chief may add, delete or modify the permit conditions using the criteria set forth in Section [5.28.210](#).
- F. A permit renewed pursuant to this section may be extended for up to two additional years.
- G. The renewal application shall be on a form approved by the Community Development Director. The Community Development Director, in consultation with the City Manager and Police Chief, is authorized to establish procedures and guidelines to process cannabis business permit renewal applications. (Prior code § 13A-3-08)

5.28.230 Suspending, modifying, or revoking a permit.

- A. The Community Development Director may suspend, modify, or revoke a cannabis business permit issued pursuant to the provisions of this article for any of the following reasons:
1. One or more of the circumstances upon which a cannabis business permit could be denied, as described in Section [5.28.200](#), exists or has occurred;
 2. One or more conditions of the cannabis business permit has been violated; or
 3. The permittee, its managers or interested parties have violated any provision of this chapter.
- B. The suspension, modification, or revocation of a cannabis business permit shall comply with Article 2 of this chapter. (Prior code § 13A-3-09)

5.28.240 Emergency contact manager.

A cannabis business permittee shall provide the Community Development Director with the current name and primary and secondary telephone numbers of at least one 24-hour on-call manager to address and resolve complaints and to respond to emergency operating problems or concerns associated with the cannabis business. (Prior code § 13A-3-10)

Article 4. Operating Requirements

5.28.250 Cannabis business site buildings.

A cannabis business site shall comply with the following requirements:

- A. Entrances. All entrances into the buildings on the business site shall be locked at all times with entry controlled by the cannabis business permittee's managers and staff.
- B. Main Entrance and Lobby. The business site shall have a building with a main entrance that is clearly visible from the public street or sidewalk. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed in the cultivation, manufacturing, testing, distribution and/or retail storage areas.
- C. All cultivation, manufacturing, testing, distribution and/or retail storage areas in any building on the business site shall be separated from the main entrance and lobby, and shall be secured by a lock accessible only to managers and staff of the cannabis business permittee.

- D. Transport Area. Each building shall have an area designed for the secure transfer of cannabis from a vehicle to the secured business area(s), as applicable. **If the business will conduct sales by delivery, each building shall have an area designed for the secure transfer of cannabis from the business to the delivery vehicle. Delivery drivers shall be accompanied by a security escort during the transfer of cannabis from the business to the delivery vehicle.**
- E. Storage Area. Each building that will be used for storing cannabis or cannabis products shall have adequate storage space separated from the main entrance and lobby, and shall be secured by a lock accessible only to managers and staff of the cannabis manufacturing permittee. (Prior code § 13A-4-01)

5.28.260 Cannabis business site security.

A cannabis business site shall comply with the following security requirements:

- A. A cannabis business permittee shall comply with the security plan that is approved by Community Development Director **and Police Chief**, which plan may **shall include sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business** building specifications, lighting, alarms, and State-licensed security personnel.
- B. Each security plan approved by the Community Development Director **and Police Chief** must include, **but is not limited to**, the following:
1. Security Surveillance ~~Cameras~~ **System**. Security surveillance cameras **of at least HD quality** and a video recording system must be **professionally** installed to monitor all doors into the buildings on the ~~manufacturing business~~ site, the parking lot, loading areas, **interior spaces where cannabis, cash or currency is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur** and all exterior sides of the property adjacent to the public rights-of-way **in a manner that protects the inventory, facility and employees**. ~~The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the manufacturing site.~~ **All cameras shall record in color, and all exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions.** The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive. **The business shall have network security protocols that are certified by Underwriters Laboratories.**
 2. Security Video Recording and Retention. **The cannabis business permittee shall be responsible for ensuring that the security surveillance cameras' footage is remotely accessible by the Police Department or its designee on a real-time, live access basis, and the cannabis business shall provide such internet protocol address information to facilitate such remote access. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the cannabis business and shall be capable of enlargement via projection or other means.** Video from the security surveillance cameras must be recording at all times (24 hours a day, seven days a week) and the recording shall be maintained for at least 30 days. The video recordings shall be made available to the City upon request.
 3. Alarm System. Professionally and centrally-monitored fire, robbery, and burglar alarm systems must be installed **by a security company license by the State of California Bureau of Security and Investigative Services** and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.
 4. **Locking of Access Doors. All entrance areas to the cannabis business shall be locked at all times and under the control of a designated responsible party that is either (i) an employee of the cannabis business or (ii) a licensed security professional. Further all cannabis businesses shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.**

5. Sensors. Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored on a real-time basis by a security company licensed by the State of California Bureau of Security and Investigative Services.
6. Panic Buttons. Panic buttons shall be installed in all cannabis businesses in locations as approved by the Police Chief or his/her designee with direct notification to the Woodland Police Department dispatch
7. Perimeter Lighting. Perimeter security and lighting systems (including motion sensors) for after-hours security as approved by the Police Chief and Community Development Director or their respective designees.
8. Security of Cannabis and Cannabis Products. Except for live growing plants which are being cultivated at a cultivation operation, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriters Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
9. Limited Access Areas. Areas where cannabis, cash or currency is being stored for any period of time on a regular basis shall only be accessible to authorized cannabis business personnel.
10. A requirement prohibiting individuals from remaining on the premises of the cannabis if they are not engaging in any activity directly related to the permitted operations of the cannabis business.
11. Security Personnel. Security personnel shall be on site twenty-four hours a day or alternative security as authorized by the Police Chief or his/her designee(s), and must have a verified response security patrol when closed. A minimum staffing level of security guards shall be set by the Police Chief or his/her designee(s) and reviewed annually. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the Police Chief or his/her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty only if authorized by the Police Chief.
12. A permittee shall report to the City Police Department all criminal activity occurring on the business site. (Prior code § 13A-4-02)

5.28.270 Cannabis employee requirements and cannabis work permit.

- A. All cannabis businesses must ensure that their employee and any other persons who work within the business comply with the following as a condition of the cannabis business permit:
 1. All employees or persons who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable state law.
 2. Cannabis businesses shall be required to provide the Police Chief with evidence of the completion of a criminal background check for all persons in their employment that, at a minimum, identifies the following:
 - i. Whether the individual applying for employment has ever been convicted of a violent felony as defined by California Penal Code Section 667.5, or equivalent offenses in other states;
 - ii. Whether the individual applying for employment has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states;
 - iii. Whether the individual applying for employment has ever been convicted of the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, not including cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.
 3. Evidence of a conviction of any the offenses enumerated in subsection (A)(2) of this section shall be grounds for denial of employment. Employers who wish to hire an individual notwithstanding this restriction shall apply to the Police Chief, who at his/her sole discretion may issue a written waiver.

4. Violation of the requirements under this subsection (A) shall be grounds for immediate suspension of the business permit, pending a hearing on revocation of the business permit in accordance with Article 2 of this Chapter.
- B. All employees of a cannabis business must additionally hold and maintain a current cannabis work permit that is issued by the Police Department in accordance with this subsection (B) prior to and as a condition of maintaining employment with a cannabis business:
 1. The initial application shall be submitted on forms supplied by the police department and shall include, but not be limited to, the true name, address and description of the applicant, the name and address of the applicant's employer and the position the applicant holds. The application shall be accompanied by the fingerprints of the applicant in cases where the applicant's fingerprints are not already on file at the police department. Each application for a cannabis work permit shall be accompanied by a nonrefundable fee in an amount established by resolution of the city council plus any applicable processing or administrative fees established by other federal or state agencies.
 2. The Police Chief or his/her designee may deny to such applicant a work permit if the applicant has been convicted of a felony or any crime enumerated in Section 5.28.270(A). Furthermore, the Police Chief or his/her designee may deny such permit if, based upon investigation into the background of the applicant, the Police Chief or his/her designee determines that the applicant has deliberately given false answers to questions contained in the application submitted. No person shall work in a cannabis business in the city and no cannabis business shall employ any person after the Police Chief or his/her designee has denied his or her application for a work permit. Any work permit issued hereunder shall expire one year from the date of issuance.
 3. Any person whose application for a work permit pursuant to this section has been denied may appeal that determination to the City Manager. Written notice of such appeal shall be filed with the city clerk no later than ten days after the denial of the permit. The appeal shall include a statement of the grounds of the appeal. The City Manager shall thereafter hear the appeal and affirm, modify or overrule the determination appealed. Upon failure to file the notice of appeal within such ten-day period, the denial shall be final and conclusive.
 4. Not less than thirty days prior to the expiration date of a currently valid cannabis work permit, the permittee shall apply for the renewal of said permit. Renewal is not automatic. The application shall be accompanied by a nonrefundable fee in an amount established by resolution of the city council. The Police Chief or his/her designee may grant such renewal provided it finds that all facts set forth in the renewal application are substantially the same as on the original application and the permittee has not violated any provisions of this chapter, or the Police Chief or his/her designee may deny such renewal pursuant to the process set forth in this Subsection (B).
 5. The cannabis work permit shall be issued by the police department as a laminated or plastic-coated identification badge which shall be displayed by the cannabis business employee at all times while working at a cannabis business.

5.28.2870 Display of cannabis business permit.

The cannabis business permittee shall display its current valid cannabis business permit issued in accordance with this article inside the lobby or waiting area of the main entrance to the business. The permit shall be displayed at all times in a conspicuous place so that it may be readily seen by all persons entering the business site. (Prior code § 13A-4-03)

5.28.2980 Signs (Non-Retail Cannabis Businesses).

- C. A **non-retail** cannabis business permittee shall post in the lobby of the business site signs that state the following:
 1. "This site is not open to the public."
 2. "On-site retail sales of any goods and services is prohibited."
 3. "Juveniles are prohibited from entering this site."
 4. "Smoking, ingesting, or consuming cannabis on this site is prohibited."
- D. Each sign described in subsection A must be at least eight inches by 10 inches in size and must be displayed at all times in a conspicuous place so that it may be readily seen by all persons entering the business site. (Prior code § 13A-4-04)

5.28.30290 Site restricted (Non-Retail Cannabis Businesses).

- A. No **non-retail** cannabis business permittee shall open his or her cannabis business site to the general public.
- B. No **non-retail** cannabis business permittee shall allow anyone on the cannabis business site, except for managers, staff, and other persons with a bona fide business or regulatory purpose for being there, such as City officials, contractors, inspectors, and cannabis transporters.

- C. A manager must be on the **non-retail** cannabis business site at all times that any other person, except for security guards, is on the site.
- D. Any person other than managers or staff who are on the **non-retail** cannabis business site must sign in, wear a visitor badge, and be escorted on the site by a manager at all times. (Prior code § 13A-4-05)

5.28.3100 Juveniles prohibited.

- A. No juvenile shall be on the cannabis business site or operate a cannabis business in any capacity, including, but not limited to, as a manager, staff, employee, contractor, or volunteer.
- B. No permittee shall allow any violation of subsection A. (Prior code § 13A-4-06)

5.28.3210 Cannabis consumption prohibited.

No person, including managers, employees and visitors, shall smoke, ingest, or otherwise consume cannabis in any form on or within the cannabis business site. (Prior code § 13A-4-07)

5.28.3320 Alcohol prohibited.

No person shall possess, consume, or store any alcoholic beverage on the cannabis business site. (Prior code § 13A-4-08)

5.28.3430 Maintenance of records.

- A. A cannabis business shall maintain the following records in printed format for at least three years on the business site and shall produce them to the City within 24 hours after receipt of the City's request:
 1. The name, address, and telephone numbers of the owner and landlord of the property.
 2. The name, date of birth, address, and telephone number of each manager and staff of the cannabis business; the date each was hired; and the nature of each manager's and staff's participation in the cannabis business.
 3. A written accounting of all income and expenditures of the cannabis business, including, but not limited to, cash and in-kind transactions.
 4. A copy of the cannabis business's commercial general liability insurance policy and all other insurance policies related to the operation of the business.
 5. A copy of the cannabis business's most recent year's financial statement and tax return.
 6. An inventory record documenting the dates and amounts of cannabis and cannabis products received at the business site, the daily amounts of cannabis and cannabis products stored on the site, and the daily amounts of cannabis and cannabis products transported from the site.
- B. **Each cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails for both product and cash, where applicable.**
- C. **Each cannabis business shall demonstrate to the chief of police, city manager or their designees compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.**
- D. A cannabis business shall report any loss, damage, or destruction of these records to the City Manager within 24 hours of the loss, damage, or destruction. (Prior code § 13A-4-09)

5.28.3540 Site management.

- A. The cannabis business permittee shall prevent and eliminate conditions on the cannabis business site that constitute a nuisance.

- B. The permittee shall properly store and dispose of all waste generated on the cannabis business site, including chemical and organic waste, in accordance with all applicable laws and regulations. (Prior code § 13A-4-10)

5.28.3650 Retail cannabis business operating requirements.

A retail cannabis business shall, at a minimum, comply with the following operating requirements as conditions of their permit:

- A. **The maximum hours of operation shall be daily from nine a.m. to nine p.m., unless the City imposes more restrictive hours as a condition of the permit. A retail cannabis business conducting sales by deliveries shall not conduct any deliveries outside the applicable hours of operation of the business.**
- B. **Retail customers shall only be permitted in designated retail customer areas of the cannabis business. Retail customer areas are those areas where limited quantities of cannabis and cannabis goods are sold and displayed for purchase. The retail cannabis business shall verify that persons entering the retail customer areas are authorized to purchase cannabis. Authorized retail customers mean the following:**
- (1) **For a retail cannabis business authorized to sell medical cannabis, an “authorized retail customer” means a medical cannabis patient who is at least eighteen years old and possesses a physician’s recommendation in accordance with the Compassionate Use Act of 1996, [Health and Safety Code Section 11362.5 et seq.](#) Medical cannabis patients under the age of 18 shall be accompanied by a parent, legal guardian, or primary caregiver. Medical cannabis patients shall provide proof of a valid physician’s recommendation and valid proof of identification.**
 - (2) **For a retail cannabis business authorized to sell adult-use cannabis, an “authorized retail customer” means an individual that is at least twenty-one years of age. Every retail customer shall provide valid proof of identification demonstrating the age of the individual.**

- C. A retail cannabis business shall not allow or permit any person to smoke or ingest cannabis or cannabis products on the business site.
- D. Other than retail customer areas, all other areas of the retail cannabis business shall be limited access areas restricted to managers, staff, and other persons with a bona fide business or regulatory purpose for being there, such as city officials, contractors, inspectors, and cannabis transporters.
- E. The retail cannabis business shall prohibit loitering by persons outside the establishment, either on the premises or within fifty feet of the premises.
- F. A manager must be on the cannabis business site at all times that any other person, except for security guards, is on the site. For purposes of this section, a “manager” shall mean and include the retail cannabis business permittee, owner, proprietor, manager, assistant manager, or other person exercising control over the operation of the cannabis business.
- G. Employees of the retail cannabis business shall not smoke or consume cannabis or cannabis products on the business premises.
- H. A retail cannabis business shall comply with all signage, packaging, labeling, and advertising requirements imposed by state law.

5.28.3760 Cannabis delivery services originating in city.

If a retail cannabis business in the city conducts any retail sales by delivery, the retail cannabis business shall comply with the following additional requirements as conditions of their permit as part of the retail cannabis business permit:

- A. The delivery services shall be conducted by employees of the retail cannabis business who are at least twenty-one years old. The retail cannabis business shall not use the services of an independent contractor or courier service to deliver cannabis for retail sale.
- B. Every employee of the retail cannabis business engaging in delivery services shall maintain on his or her person a physical copy of the following when conducting a delivery:
 - (1) The business’s current valid retail cannabis business permit;
 - (2) Valid driver’s license;
 - (3) Employer-provided badge containing the name and photo of the employee; and
 - (4) Each customer’s delivery request. The delivery request must identify the retail cannabis business, the customer’s name and address, and the product(s) being delivered.
- C. Cannabis may only be delivered in-person to the customer that made the delivery request, and shall not be left unattended or delivered to any other person. The delivery-employee shall verify the customer’s age, identity, delivery request, and, if applicable, valid physician’s recommendation prior to completing the delivery.
- D. Cannabis may not be delivered to an address located on publicly-owned land or any address on land or in a building leased by a public agency.
- E. All deliveries shall be conducted in an enclosed motor vehicle or other acceptable delivery method in compliance with state law, operated by the delivery employee or another delivery employee of the retail cannabis business.
- F. Cannabis and cannabis products shall not be left unattended in a vehicle, except for brief periods as necessary to deliver cannabis to a customer. If cannabis and cannabis products are left unattended in a vehicle, the vehicle must remain locked and must be equipped with an active vehicle alarm system.
- G. For purposes of this section, a delivery begins when an employee leaves the retail cannabis business premises with cannabis intended for delivery, and ends when the delivery employee returns to the retail cannabis business premises. When conducting deliveries, the employee shall only travel from the business premises to a delivery address, from one delivery address to another delivery address, or from a delivery address back to the business premises.
- H. The police chief is authorized to establish permitted and preferred delivery routes applicable to retail cannabis businesses.
- I. These regulations are intended to be the minimum requirements imposed by law, and shall not be construed to conflict with state law. Where state law provides more restrictive requirements for cannabis

Article 5. Outside Cannabis Delivery Service Permits

5.28.38650 Cannabis delivery services originating outside of the City.

- A. For purposes of this section, “**outside** cannabis delivery service” means a cannabis business located outside of the City that delivers cannabis or cannabis products to a physical location in the City as part of a retail sale.
- B. **∓This article does not apply to a retail cannabis business located and permitted in the city pursuant to Article 3 of this Chapter, in which proposed delivery services shall be included in the application for retail cannabis uses..**

- C. No person shall perform an outside cannabis delivery service in the City without first obtaining a valid business license issued by the City, and a cannabis delivery permit issued pursuant to this section.
- D. **The Cannabis outside delivery permit fee is hereby established and imposed.** The City Council shall establish by resolution the amount of the outside cannabis delivery permit fee.
- E. **An application for an outside cannabis delivery permit shall be submitted to the Community Development Director, on a form approved by the Community Development Director. The application shall contain the following minimum information:**
1. A description of the statutory entity or business form that serves as the legal structure for the outside cannabis delivery service and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, statement of information, articles of association, and fictitious business name statement.
 2. The phone number and address to which notice of action on the application and correspondence is to be mailed.
 3. The name, address, telephone number, title, and function of each of the outside cannabis delivery service's owners and managers.
 4. The name, address, telephone number, and title of each of the employees that are authorized to perform deliveries from the cannabis business. For each employee authorized to perform deliveries, proof of valid driver's license and current employment by the business is required.
 5. A general description of the retail cannabis business site, including the street address, parcel number, and hours of operation, from which the outside cannabis delivery service operates. The business description should indicate whether the business intends to sell medical or adult-use cannabis.
 6. Copies of the applicant's State license(s) relating to cannabis, as required by State law. If the applicant applies for an outside cannabis delivery permit prior to the State issuing the appropriate licenses, the applicant shall specify which State license(s) will be obtained once the State begins issuing licenses.
 7. The cannabis business's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis retail business and deliveries.
 8. Applicant's Certification. A statement dated and signed by the applicant, under penalty of perjury, that the applicant has personal knowledge of the information contained in the application, that the information contained therein is true and correct, and that the application has been completed under the applicant's supervision
 9. Indemnification. An agreement, on a form approved by the City Attorney, whereby the applicant:
 - a. Releases the City, and its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of this chapter, and (ii) any arrest or prosecution of the applicant or its managers, employees, or members for violation of State or Federal laws; and
 - b. Defends, indemnifies, and holds harmless the City and its agents, officers, elected officials, and employees from and against any and all claims or actions: (i) brought by City property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from the business delivery operations, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of cannabis or cannabis products from the business site in the City.
 10. Every application for an outside cannabis delivery permit shall be accompanied by a nonrefundable outside cannabis delivery permit fee.
 11. No person shall knowingly make a false statement of fact or knowingly omit any information that is required in an application for an outside cannabis delivery permit.
- C. An outside cannabis delivery permit shall be valid for a term of one year from the date that the permit is issued, unless suspended or revoked sooner. A permittee may apply for an outside cannabis delivery permit renewal at least 30 days before the expiration of the permit on a form approved by the Community Development Director.

D. An outside cannabis delivery permit may be denied, revoked, or suspended if one or more of the following circumstances exist:

1. The application received is incomplete or not responsive to the requirements of this section;
2. The application contains a false or misleading statement or omission of a material fact;

3. The operation of the delivery service described in the application fails to comply with any of the requirements in this code, State law, or any other regulation; or
 4. The applicant or any of its managers has any unpaid and overdue administrative penalties imposed for violations of this chapter.
- F. Denial, suspension, and revocation of a cannabis delivery permit is subject to the appeal procedures set forth in Article 2 of this chapter.
- G. Deliveries of cannabis and cannabis products within the City shall comply with the following requirements:
1. The delivery services shall be conducted by employees of the retail cannabis business who are at least 21 years old. The retail cannabis business shall not use the services of an independent contractor or courier service to deliver cannabis for retail sale.
 2. Every employee of the retail cannabis business engaging in delivery services shall maintain on his or her person a physical copy of the following when conducting a delivery:
 - a. The business's current valid retail cannabis business permit;
 - b. Valid driver's license;
 - c. Employer-provided badge containing the name and photo of the employee; and
 - d. Each customer's delivery request. The delivery request must identify the retail cannabis business, the customer's name and address, and the product(s) being delivered.
 3. Cannabis may only be delivered in-person to the customer that made the delivery request, and shall not be left unattended or delivered to any other person. The delivery-employee shall verify the customer's age, identity, delivery request, and, if applicable, valid physician's recommendation prior to completing the delivery.
 4. Cannabis may not be delivered to an address located on publicly-owned land or any address on land or in a building leased by a public agency.
 5. All deliveries shall be conducted in an enclosed motor vehicle or other acceptable delivery method in compliance with State law, operated by the delivery employee or another delivery employee of the retail cannabis business.
 6. Cannabis and cannabis products shall not be left unattended in a vehicle, except for brief periods as necessary to deliver cannabis to a customer. If cannabis and cannabis products are left unattended in a vehicle, the vehicle must remain locked and must be equipped with an active vehicle alarm system.
 7. For purposes of this section, a delivery begins when an employee leaves the retail cannabis business premises with cannabis intended for delivery, and ends when the delivery employee returns to the retail cannabis business premises. When conducting deliveries, the employee shall only travel from the business premises to a delivery address, from one delivery address to another delivery address, or from a delivery address back to the business premises.
 8. The Community Development Director is authorized to establish permitted and preferred delivery routes applicable to retail cannabis businesses.
 9. These regulations are intended to be the minimum requirements imposed by law, and shall not be construed to conflict with State law. Where State law provides more restrictive requirements for cannabis deliveries, State law controls.
 - ~~10. A cannabis delivery service is prohibited from conducting cash transactions at the time of delivery in the City. (Prior code § 13A-4-11)~~

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING REVISED REGULATORY PERMIT FEES RELATED TO
COMMERCIAL CANNABIS BUSINESSES**

WHEREAS, on December 5, 2017 the City Council adopted Ordinances Nos. 1629 and 1630 amending the Municipal Code to allow for limited commercial cannabis operations within the City of Woodland, subject to both zoning and regulatory requirements, as specified; and

WHEREAS, on December 19, 2017 the City Council established Commercial Cannabis Permit fees intended to fully recover staff costs associated with administering and enforcing the City's Commercial Cannabis Program; and

WHEREAS, on May 19, 2020 the City Council approved a reduction in Commercial Cannabis renewal license fees; and

WHEREAS, staff is recommending commercial cannabis retail business permit fees for new permits and annual renewal of permits for this new cannabis business category; and

WHEREAS, staff is recommending annual Consumer Price Index (CPI) adjustments to new and renewal license fees; and

WHEREAS, the State of California provides that regulatory fees and services may recover costs associated with such services; and

WHEREAS, the Commercial Cannabis Business License Fees are intended to cover anticipated costs associated with training, public outreach, business inspections, code compliance, financial reporting and audit functions.

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

Section 1. That the City Council hereby approve and adopt the proposed new and annual renewal cannabis business permit fees for commercial cannabis retail uses as set forth in the staff report dated November 16, 2021 and accompanying this resolution and shall include both new business permit fees and annual renewal fees for such licenses in the City's Comprehensive Fee Schedule.

Section 2. That the City Council hereby approves and adopts an amendment to both the new and annual renewal Cannabis Business Permit Fees in all categories to provide that said fees shall be

updated annually on July 1st of each year to reflect the changes in the Consumer Price Index (CPI-U), San Francisco Area over the preceding twelve (12) months.

PASSED AND ADOPTED by the City Council of the City of Woodland this 16th day of November 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

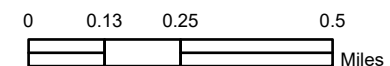
Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



- SENSITIVE LOCATION
- 600 FT BUFFER
- CANNABIS RETAIL ZONES**
- DOWNTOWN SPECIFIC PLAN - DISTRICT A
- COMMUNITY COMMERCIAL
- CORRIDOR MIXED USE - EAST ST
- CORRIDOR MIXED USE - EAST ST/LIGHT INDUSTRIAL FLEX
- CORRIDOR MIXED USE - KENTUCKY AVE
- CORRIDOR MIXED USE - KENTUCKY AVE/LIGHT INDUSTRIAL FLEX
- CORRIDOR MIXED USE - WEST MAIN
- REGIONAL COMMERCIAL LIGHT INDUSTRIAL FLEX



EVALUATION AND SCORING CRITERIA CANNABIS RETAILER

11.9.21

1. Introduction and Cover Letter

Information Requested	Possible Points	Score
1. Cover letter and Narrative		
2. Information about You and Your Background		
3. Explain Your Interest in a Cannabis Dispensary		
4. Resumes of Owners and Key Individuals in the Business		
Total		

2. Qualifications and Experience, Training, Education

Information Requested For All Owners	Possible Points	Score
5. Professional Experience		
6. Professional Certifications/Trainings		
7. Informal Training/Experience		
8. Examples of Projects and Your Role in Their Success		
9. Minority or Women Owned Business		
10. Professional References		
Total		

3. Business Plan

Information Requested	Possible Points	Score
1. Business Structure or Legal Structure and its Formation		
2. Mission Statement		
3. Anticipated Timeline		
4. Budget		
5. Operational Description such as cash handling, technology for inventory control, point of sale systems, track and trace, transportation		
6. Financial Management Experience and Plan		
7. Workforce Development/Local Hiring Program		
8. Marketing Plan		
9. Community Benefit Plan		
Total		

4. Land Use Information

Information Requested	Possible Points	Score
1. Proposed Business Site Description and Characteristics of Surrounding Area		
2. Compatibility of Proposed Use to the Area		
3. How potential nuisance or compatibility concerns will be addressed initially and long-term.		
4. Site Plan, Access, Parking, Loading, Waiting		
5. Floor Plan, layout, entrances, exits, operating areas		
Total		

5. Operational Information

Information Requested	Possible Points	Score
1. Security Measures		
2. Community Relations Plan		
Total		

6. Overall Appearance/Presentation of the SOQ

Information Requested	Possible Points	Score
3. Overall Presentation		
Total		



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: November 16, 2021

ITEM #: J.17

SUBJECT: Sale and Related Documents for the Woodland Finance Authority, Water Revenue Bonds, Series 2021

Recommendation for Action: Staff recommends that (1) the City Council adopt Resolution No. _____, Approving the Issuance by the Woodland Finance Authority of Water Revenue Refunding Bonds; Approving the Forms of and Authorizing Execution and Delivery of a Third Supplemental Installment Purchase Contract, a Bond Purchase Contract, and a Continuing Disclosure Certificate; and Authorizing Related Actions and Matters, and (2) that the Board of the Woodland Finance Authority adopt Resolution No. _____, Approving Forms and Authorizing the Execution and Delivery of the Third Supplemental Installment Purchase Contract, the Fourth Supplemental Trust Agreement, and the Bond Purchase Contract; Authorizing the Issuance of Bonds; Approving the Form of the Official Statement and the Distribution Thereof, and Approving Other Actions Related to the Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021.

Staff Contact:

Kim McKinney, Director of Administrative Services, (530) 661-5849,

kimberly.mckinney@cityofwoodland.org

Fiscal Impact:

The City issued Water Revenue Bonds in 2011(the 2011 Bonds) in the amount of \$18,815,000 to refund existing debt and to finance construction of significant water infrastructure, including a three million gallon water storage tank, well improvements and installation of the second phase of water meters. Bonds become eligible for refinancing ten years after their issuance, and given the current interest rate environment, there is an opportunity to achieve significant savings in annual debt service. The 2011 Bonds have \$15,255,000 in remaining outstanding principal, with interest rates that vary from 4.85%-6.00%. Issuance of the Water Revenue Refunding Bonds, Series 2021 (2021 Bonds) is estimated to save more than \$387,000 per year in debt service, with total estimated savings over the life of the bonds of \$7,747,000. The total cost to issue the bonds is estimated at \$287,290.

Background:

In 2011, the Woodland Finance Authority (Authority) issued the 2011 Bonds to refund on a current basis all the outstanding \$8,875,000 principal amount of Woodland Finance Authority Water Revenue Bonds, Series 2008 (the 2008 Bonds), finance the costs of acquiring, constructing, and installing certain improvements to the City's water system, established a reserve fund for the 2011 Bonds and pay certain costs associated with the issuance and delivery of the 2011 Bonds.

Of the \$18,815,000 originally issued with the 2011 Bonds, \$15,255,000 in principal remains outstanding, and interest rates throughout the life of the debt (through 2041) vary from 4.85%-6.00%.

The City periodically evaluates outstanding debt to look for opportunities to achieve savings. In determining if a bond refunding opportunity makes financial sense, the City relies on its approved Debt Policy, which states that a minimum of 3% of net present value (NPV) savings must be achieved before a refunding is considered. NPV savings is the amount, in today's dollars, of the total savings over time from the refunded bond.

Discussion:

Over the last several years, the municipal bond market has experienced extremely low and at times “all-time” low interest rates. The City and Authority have taken advantage of these market conditions from time-to-time by generating significant savings through the issuance of refunding bonds.

There is an opportunity to refund, for significant savings, the 2011 Bonds through the issuance of the 2021 Bonds. Below is a table of the estimated refunding results (assuming market rates as of October 28, 2021):

Par Amount of 2021 Bonds (*)	\$12,660,000
Par Amount of 2011 Bonds Refunded	\$15,255,000
Total 2021 Bonds Debt Service (*)	\$18,244,100
Total 2011 Bonds Debt Service	\$25,991,158
Total Debt Service Savings (*)	\$7,747,058
Average Annual Savings (*)	\$387,353
Net Present Value (“NPV”) Savings (*)	\$5,213,364
NPV Savings % (*)	34.18%
Average Interest Rate 2021 Bonds (*)	2.61%
Average Interest Rate 2011 Bonds	5.95%
Final Maturity 2021 Bonds	3/1/2041
Final Maturity 2011 Bonds	3/1/2041

(*) Assumes market interest rates as of October 28, 2021, and includes all the costs associated with the issuance of the 2021 Bonds.

The City’s municipal advisor, Del Rio Advisors, LLC, working in conjunction with the bond underwriter, Hilltop Securities, has evaluated the refunding options and determined it is most beneficial to complete the transaction as a public offering, rather than as a direct placement with a specified investor. A public offering requires preparation of an official statement, which is the primary document used by the underwriter to market the bonds, and a rating from one or more of the rating agencies (S&P, Moody’s Investors Service or Fitch Ratings). The bonds are generally marketed to both institutional and retail investors during an order period.

The 2021 Bonds will be structured with a final maturity date of March 1, 2041, which is the same final maturity date as the 2011 Bonds and therefore does not extend the term of the debt. Assuming interest rates as of October 28, 2021, the public offering provides total estimated savings of \$7,747,058, net present value (NPV) savings of \$5,213,364 or \$387,353 per year. The estimated NPV savings from the 2021 Bonds issuance represents a savings percentage of 34.18% of the original debt; this level of savings is considered very significant and well in excess of the City's minimum requirement of 3% NPV savings.

Completion of the bond refunding requires approval of several documents, which are listed and discussed below:

- **Third Supplemental Installment Purchase Contract** (Attachment 2): An agreement between the Authority and the City whereby the City and the Authority will restate the purchase price of the 2008 Project and the 2011 Project.
- **Fourth Supplemental Trust Agreement** (Attachment 3). An agreement between the Authority and U.S. Bank National Association (the “Trustee”). This document governs all the terms and conditions of the Series 2021 Bonds, including but not limited to:
 1. Establishment of funds
 2. The flow of funds
 3. Redemption provisions
 4. Roles and responsibilities of the Trustee

- **Preliminary Official Statement** (Attachment 4): Disclosure counsel prepares a preliminary Official Statement with input from the financing team. Following Council authorization, the preliminary Official Statement will be distributed by the underwriter and used as the primary marketing document to prospective bond purchasers. The agenda packet includes a draft of the preliminary Official Statement that the financing team considers to be essentially final. A final Official Statement will be made available shortly after the Series 2021 Bonds are sold; it will be identical to the preliminary Official Statement except that it will reflect the final bond sale information. A table of contents identifies critical topics such as the plan of finance, security for the bonds, information on the water system, the continuing disclosure requirements, and the form of opinion of Bond Counsel.

Distribution of the preliminary Official Statement and the final Official Statement is subject to the federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Official Statement to include all facts that would be material to an investor in the Series 2021 Bonds. Material information exists where there is a substantial likelihood that the information would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell securities. The Securities and Exchange Commission (SEC), the agency with regulatory authority over compliance with the federal securities laws, has indicated that if a member of a legislative body, like the City Council, has knowledge of any facts or circumstances that an investor would want to know prior to investing in securities, like the Series 2021 Bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the preliminary Official Statement. The steps that a member of the City Council could take to fulfill this obligation include becoming familiar with the preliminary Official Statement and questioning City staff and other members of the financing team about the disclosure of such facts.

- **Continuing Disclosure Certificate** (Included with Attachment 4). SEC Rule 15c2-12 requires the underwriter of an issue of municipal securities to obtain a commitment by the issuer of the securities to provide certain ongoing disclosure. The Continuing Disclosure Agreement, which is attached to the preliminary Official Statement, requires the City, as the obligated party with respect to the Series 2021 Bonds, to provide an annual report each year, and timely notices of certain types of events that are likely to be material to bond investors, when any occur.
- **Bond Purchase Contract** (Attachment 5): Under the Bond Purchase Agreement between the City and Hilltop Securities, as underwriter, Hilltop Securities will agree to purchase the Series 2021 Bonds contingent upon the City satisfying the obligations imposed within the agreement. The Underwriter agrees to make a public offering of the Series 2021 Bonds as authorized by the City Council of the City of Woodland.

Next Steps

If the Council and Authority approve the sale of the 2021 Bonds, the financing team expects the transaction will close on or around December 16, 2021. The table below shows the remaining steps in the process:

November 16, 2021	City Council/Authority Board Consideration
Week of November 22, 2021	Standard & Poor's Rating Released Bond Insurance Commitment(s) Due Diligence Call Print and Post the Preliminary Official Statement
December 1-2, 2021	Price 2021 Bonds

Week of December 6, 2021	Print and Post Final Official Statement
	Documents Finalized and Executed
December 16, 2021	Closing and Transfer of Funds

Certain members of the financing team will be available at the meeting to answer any questions. The financing team consists of the following members:

Co-Bond Counsel: Kronick Moskovitz Tiedemann & Girard / Lozano Smith
Municipal Advisor: Del Rio Advisors, LLC
Underwriter: Hilltop Securities Trustee and
Escrow Agent: U.S. Bank National Association

Conclusion:

Staff recommends that (1) the City Council adopt Resolution No. _____, Approving the Issuance by the Woodland Finance Authority of Water Revenue Refunding Bonds; Approving the Forms of and Authorizing Execution and Delivery of a Third Supplemental Installment Purchase Contract, a Bond Purchase Contract, and a Continuing Disclosure Certificate; and Authorizing Related Actions and Matters, and (2) that the Board of the Woodland Finance Authority adopt Resolution No. _____, Approving Forms and Authorizing the Execution and Delivery of the Third Supplemental Installment Purchase Contract, the Fourth Supplemental Trust Agreement, and the Bond Purchase Contract; Authorizing the Issuance of Bonds; Approving the Form of the Official Statement and the Distribution Thereof, and Approving Other Actions Related to the Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021.

Prepared by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. City Council Resolution Water Refunding Bond Series 2021
2. Resolution of Woodland Finance Authority Water Refunding Bond 2021
3. Third Supplemental Installment Purchase Contract
4. Fourth Supplemental Trust Agreement
5. Bond Purchase Agreement-Woodland Water Bonds 2021

CITY COUNCIL OF THE CITY OF WOODLAND

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE ISSUANCE BY THE WOODLAND FINANCE AUTHORITY
OF WATER REVENUE REFUNDING BONDS; APPROVING THE FORMS OF
AND AUTHORIZING EXECUTION AND DELIVERY OF A THIRD
SUPPLEMENTAL INSTALLMENT PURCHASE CONTRACT, A BOND
PURCHASE CONTRACT, AND A CONTINUING DISCLOSURE CERTIFICATE;
AND AUTHORIZING RELATED ACTIONS AND MATTERS**

WHEREAS, pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code, the City of Woodland (the “City”) and the Redevelopment Agency of the City have established a joint exercise of powers agency, the Woodland Finance Authority (the “Authority”), for the purpose of, among other things, financing and refinancing public improvements, including improvements to the City’s water supply and distribution facilities (the “Water System”);

WHEREAS, the Authority previously issued \$18,815,000 aggregate principal amount of its Water Revenue Bonds, Series 2011 (the “Prior Bonds”), pursuant to the terms of the Trust Agreement dated February 1, 2011 (as thereafter amended and supplemented, the “Prior Trust Agreement”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”) to refinance improvements to the Water System originally financed by the Authority’s Water Revenue Bonds, Series 2008 (the “Series 2008 Project”), and to finance additional improvements to the Water System (the “Series 2011 Project”);

WHEREAS, significant public benefits, including more efficient delivery of local City services to the public, will be provided through the Authority’s refinancing of improvements to the Water System by issuing bonds pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code;

WHEREAS, because the bonds will be issued for the purpose of refinancing water facilities, Government Code section 6586.5(c) exempts these proceedings from the requirements of Sections 6586.5 and 6586.7;

WHEREAS, the following documents and proposed agreements relating to the issuance, sale and delivery of the Authority’s proposed water revenue refunding bonds, which are incorporated herein by reference, have been presented to the City Council for its review and approval:

1. the Third Supplemental Installment Purchase Contract (the “Third Supplemental Installment Purchase Contract”) between the Authority and the City, whereby the City and the Authority will restate the purchase price of the Series 2008 Project and the Series 2011 Project;

2. the Bond Purchase Contract (the “Bond Purchase Contract”) between the Authority, the City, and Hilltop Securities Inc. (the Underwriter”), whereby the Authority will sell the Series 2021 Bonds (defined below) to the Underwriter; and
3. the Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”) relating to the Series 2021 Bonds;

WHEREAS, it appears to the City Council that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto and the Authority’s issuance, sale, and delivery of bonds are desirable and in the best interests of the City;

WHEREAS, the issuance of the Series 2021 Bonds will be in accordance with the City’s capital financing and debt management policy that was adopted on June 20, 2017, pursuant to the requirements of Government Code section 8855(i);

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

Section 1. Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Approval of Issuance of Bonds. The City hereby approves the issuance of the Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021 (Green Bonds) (the “Series 2021 Bonds”), in an aggregate principal amount not to exceed \$14,000,000. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, and other terms of the Series 2021 Bonds, shall be as provided in the Trust Agreement between the Authority and U.S. Bank National Association, as finally executed; provided that the net present value of the debt service savings produced by the refunding of the Prior Bonds is at least ten percent (10%) of the par amount of the Prior Bonds to be refunded.

Section 3. Authorization of Officers to Execute and Deliver Documents. The City Council hereby authorizes and directs the Mayor, the City Manager, the Finance Director, and the City Clerk (the “Designated Officers”), for and in the name of the City, to approve, execute, and deliver the following agreements and documents:

- a. the Third Supplemental Installment Purchase Contract;
- b. the Bond Purchase Contract; and
- c. the Continuing Disclosure Certificate;

in substantially the forms presented to the City Council at this meeting, which documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the document for the City. The execution of the foregoing documents by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the City Council’s approval of any such changes, insertions,

revisions, corrections, or amendments to the respective forms of documents presented to the City Council at this meeting.

Section 4. Retention of Co-Bond Counsel, and Disclosure Counsel. The law firms of Lozano Smith, LLP, and Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, are hereby retained as Co-Bond Counsel. The law firm of Schiff Hardin LLP is hereby retained as disclosure counsel to the Authority with respect to the Series 2021 Bonds. The Superintendent is authorized to sign the agreements on file with the Secretary of the Board.

Section 5. Identification of Underwriter and Municipal Advisor. Hilltop Securities Inc. will serve as Underwriter with respect to the Series 2021 Bonds. Del Rio Advisors, LLC, will serve as the Authority's Municipal Advisor with respect to the Series 2021 Bonds.

Section 6. Disclosure of Specified Financing Information. Pursuant to the requirements of Government Code section 5852.1, the City is required to disclose at a public meeting certain information related to the financing. The City Council has obtained from the Municipal Advisor good faith estimates of this required information and hereby discloses the estimated information as shown in Exhibit A attached hereto and incorporated herein by reference.

Section 7. Authorization of Officers to Execute Documents. The City Council hereby authorizes and directs the Designated Officers and other officers and agents of the City, and each of them individually, for and in the name of and on behalf of the City, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Series 2021 Bonds and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 8. Effective Date. This resolution takes effect immediately upon its adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Exhibit A

Specified Financial Information

The good faith estimates set forth herein are provided with respect to the Series 2021 Bonds. Such good faith estimates have been provided to the City by Del Rio Advisors, LLC, as municipal advisor to the City. Each estimate is based on the City's financing plan and current market conditions, including market interest rates prevailing at the time of preparation of the estimate.

Principal Amount. The estimated aggregate principal amount of the Series 2021 Bonds to be sold is \$12,660,000.

True Interest Cost. The estimated true interest cost of the Series 2021 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2021 Bonds, is 2.365317%.

Finance Charge. The estimated finance charge for the Series 2021 Bonds, which means the sum of all fees and charges paid to third parties (or costs and credit enhancement associated with the Series 2021 Bonds), is \$420,353.58.

Amount of Proceeds to be Received. The estimate of the amount of proceeds to be received by the Authority from the sale of the Series 2021 Bonds, less the finance charge of the Series 2021 Bonds, as estimated above, is \$14,260,116.22. (No capitalized interest is expected to be funded with proceeds of the Series 2021 Bonds.)

Total Payment Amount. The estimated total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Series 2021 Bonds, plus the finance charge for the Series 2021 Bonds, as described above, not paid with the proceeds of the Series 2021 Bonds, calculated to the final maturity of the Series 2021 Bonds, is \$18,244,100.00.

The foregoing estimates are good faith estimates only. The actual figures may differ from the estimates owing to (a) differences between assumptions regarding the date of the sale of the Series 2021 Bonds, the principal amount of Bonds sold, the amortization of the Series 2021 Bonds, and market interest rates at the time of sale of the Series 2021 Bonds and actual facts, (b) other market conditions, (c) changes in the City's financing plan, or (d) a combination of such factors.

WOODLAND FINANCE AUTHORITY

RESOLUTION NO. _____

**RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING
THE EXECUTION AND DELIVERY OF THE THIRD SUPPLEMENTAL
INSTALLMENT PURCHASE CONTRACT, THE FOURTH SUPPLEMENTAL TRUST
AGREEMENT, AND THE BOND PURCHASE CONTRACT; AUTHORIZING THE
ISSUANCE OF BONDS; APPROVING THE FORM OF THE OFFICIAL STATEMENT
AND THE DISTRIBUTION THEREOF, AND APPROVING OTHER ACTIONS
RELATED TO THE WOODLAND FINANCE AUTHORITY WATER REVENUE
REFUNDING BONDS, SERIES 2021**

WHEREAS, the Woodland Finance Authority (the “Authority”) is a joint exercise of powers agency duly organized and operating pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Act”) and a joint exercise of powers agreement (the “Joint Powers Agreement”) between the City of Woodland (the “City”) and the Redevelopment Agency of the City of Woodland;

WHEREAS, Article 4 of the Act and the Joint Powers Agreement authorize the Authority to acquire and sell property and issue bonds to assist in financing public improvements for the City, including improvements to the City’s water supply and distribution facilities (the “Water System”);

WHEREAS, the Authority previously issued \$18,815,000 aggregate principal amount of its Water Revenue Bonds, Series 2011 (the “Prior Bonds”), pursuant to the terms of the Trust Agreement dated February 1, 2011, between the Authority and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by the First Supplement to Trust Agreement dated February 1, 2011 (collectively, the “Trust Agreement”) to refinance improvements to the Water System originally financed by the Authority’s Water Revenue Bonds, Series 2008 (the “Series 2008 Project”), and to finance additional improvements to the Water System (the “Series 2011 Project”);

WHEREAS, to provide funds for the purpose of refinancing the Series 2008 Project and the Series 2011 Project, the Authority intends to issue its Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021 (Green Bonds) (the “Series 2021 Bonds”), to refund the Prior Bonds;

WHEREAS, on November 16, 2021, the City adopted a resolution approving the refinancing of improvements to the City’s Water System by the issuance of the Series 2021 Bonds and making a finding of significant public benefit;

WHEREAS, because the bonds will be issued for the purpose of refinancing water facilities, Government Code section 6586.5(c) exempts these proceedings from the requirements of Sections 6586.5 and 6586.7;

WHEREAS, the City has obtained and disclosed in an open public meeting the estimates of financial information relating to the Series 2021 Bonds required by Government Code section 5852.1;

WHEREAS, the City has determined that the issuance of the Series 2021 Bonds will be in accordance with the City's capital financing and debt management policy that was adopted on June 20, 2017, pursuant to the requirements of Government Code section 8855(i);

WHEREAS, the following proposed agreements and documents relating to the issuance, sale and delivery of the Series 2021 Bonds by the Authority, which are incorporated herein by reference, have been presented to the Board of Directors (the "Board") for its review and approval:

1. the Third Supplemental Installment Purchase Contract (the "Third Supplemental Installment Purchase Contract") between the Authority and the City, whereby the City and the Authority will restate the purchase price of the Series 2008 Project and the Series 2011 Project;
2. the Fourth Supplemental Trust Agreement (the "Fourth Supplemental Trust Agreement") between the Authority and the Trustee, which will specify the specific terms of the Series 2021 Bonds;
3. the Bond Purchase Contract (the "Bond Purchase Contract") between the Authority, the City, and Hilltop Securities Inc. (the Underwriter"), whereby the Authority will sell the Series 2021 Bonds to the Underwriter; and
4. the Official Statement relating to the Series 2021 Bonds (the "Official Statement").

WHEREAS, it appears to the Board that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto and the issuance, sale, and delivery of the Series 2021 Bonds in accordance with the Trust Agreement are desirable and in the best interests of the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Woodland Finance Authority, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and the Board so finds and determines.

Section 2. Authorization of Officers to Execute and Deliver Documents. The Board hereby authorizes and directs the President, the Vice President, the Administrator, the Treasurer, and the Secretary of the Authority (the "Designated Officers"), for and in the name of the Authority, to approve, execute, and deliver the following agreements and documents:

- a. the Third Supplemental Installment Purchase Contract;
- b. the Fourth Supplemental Trust Agreement;
- c. the Bond Purchase Contract; and
- d. the Official Statement;

in substantially the form presented to the Board at this meeting, which documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the document for the Authority. The execution of the foregoing documents by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of documents presented to the Board at this meeting. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, provisions relating to municipal bond insurance, and other terms of the Series 2021 Bonds, shall be as provided in the Fourth Supplemental Trust Agreement as finally executed.

Section 3. Municipal Bond Insurance. The Designated Officers are each hereby authorized to qualify the Series 2021 Bonds for municipal bond insurance and to obtain the insurance if the cost of the insurance is less than the present value of the estimated interest savings produced thereby. The Designated Officers are each hereby authorized to execute and deliver any contracts required for such insurance, including any required mutual insurance agreement in the insurer's standard form.

Section 4. Authorization to Issue the Series 2021 Bonds. The Board hereby authorizes the issuance of the Series 2021 Bonds designated as "Woodland Finance Authority Water Revenue Bonds, Series 2021," in accordance with the terms of the Trust Agreement and the Fourth Supplemental Trust Agreement as finally executed.

Section 5. Authorization of Sale. The Board hereby authorizes the sale of the Series 2021 Bonds in an aggregate principal amount not to exceed \$14,000,000 with an underwriter's discount in an amount not to exceed 1.00% of the principal amount of the Series 2021 Bonds. Upon the recommendation of Del Rio Advisors, LLC, as municipal advisor to the City (the "Municipal Advisor"), the Designated Officers, and each of them individually, on behalf of this Board, are hereby authorized to negotiate the sale of the Series 2021 Bonds with the Underwriter and to execute and deliver the Bond Purchase Contract to the Underwriter. This method of sale has been selected by the Board because it offers greater flexibility than a public sale process in setting and changing the time and terms of the sale.

Section 6. Execution of the Series 2021 Bonds. The Designated Officers are hereby authorized and directed to execute each of the Series 2021 Bonds on behalf of the Authority.

Section 7. Distribution of Official Statement. The Authority hereby authorizes the Municipal Advisor and the Underwriter to distribute copies of the Official Statement in preliminary form to persons who may be interested in the purchase of the Series 2021 Bonds and authorizes and directs the Underwriter to deliver copies of the final Official Statement to all purchasers of the Series 2021 Bonds. The Board hereby authorizes and directs the Designated Officers, and each of them, to deliver to the Underwriter a certificate to the effect that the Authority deems the preliminary Official Statement, in the form approved by a Designated Officer to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c-12 of the Securities and Exchange Commission.

Section 8. General Authorization. The Board hereby authorizes and directs the Designated Officers and other officers and agents of the Authority, and each of them individually, for and in the name of and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Series 2021 Bonds and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 9. Effective Date. This resolution takes effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on November 16, 2021, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ABSTAIN: Board Members:

Ana B. Gonzalez, Secretary of the Authority

**THIRD SUPPLEMENTAL
INSTALLMENT PURCHASE CONTRACT**

between the

CITY OF WOODLAND

and the

WOODLAND FINANCE AUTHORITY

Dated December 1, 2021

**relating to
Woodland Finance Authority
Water Revenue Refunding Bonds, Series 2021 (Green Bonds)**

(supplemental to the Installment Purchase Contract dated February 1, 2011)

THIRD SUPPLEMENTAL INSTALLMENT PURCHASE CONTRACT

**Woodland Finance Authority
Water Revenue Refunding Bonds, Series 2021**

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EXHIBIT A: Series 2021 Installment Payments A-1

**THIRD SUPPLEMENTAL
INSTALLMENT PURCHASE CONTRACT**

This Third Supplemental Installment Purchase Contract, dated December 1, 2021 (this “Third Supplemental Installment Purchase Contract”), between the CITY OF WOODLAND, a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the “City”), and the WOODLAND FINANCE AUTHORITY, a joint exercise of powers agency established pursuant to the laws of the State of California (the “Authority”);

W I T N E S S E T H:

WHEREAS, the Authority has previously financed the acquisition of improvements to the City’s water supply and distribution facilities, which the City and the Authority intend to refinance, such refinancing to be made upon the terms and conditions set forth in the Installment Purchase Contract dated February 1, 2011 (as thereafter amended and supplemented, the “Installment Purchase Contract”), between the Authority and the City, as supplemented herein;

WHEREAS, the installment payments hereunder will be applied by the Authority to secure and pay the Authority’s Water Revenue Refunding Bonds, Series 2021 (Green Bonds) (the “Series 2021 Bonds”), authorized pursuant to the Trust Agreement dated February 1, 2011, between the Authority and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by the Fourth Supplemental Trust Agreement dated December 1, 2021, between the Authority, the City, and the Trustee (collectively, the “Trust Agreement”);

WHEREAS the Authority and the City have duly authorized the execution of this Third Supplemental Installment Purchase Contract;

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and delivery of this Third Supplemental Installment Purchase Contract do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Third Supplemental Installment Purchase Contract;

NOW, THEREFORE, the parties hereto agree as follows:

I. **Definitions.** For all purposes of this Third Supplemental Installment Purchase Contract and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires or unless otherwise defined herein, all defined terms shall have the meanings set forth in the Trust Agreement.

II. **Supplemental Provisions.** The following Article and Sections are hereby added to the Installment Purchase Contract:

ARTICLE 11
SERIES 2021 INSTALLMENT PAYMENTS

SECTION 11.1. Restated Purchase of the Series 2008 Project and the Series 2011 Project. The Authority and the City hereby amend and restate the terms of the purchase of the Series 2008 Project and the Series 2011 Project set forth in the First Supplemental Installment Purchase Contract. The Authority hereby transfers its interest in and title to the 2008 Project and the 2011 Project to the City and the City purchases the 2008 Project and the 2011 Project from the Authority at the Purchase Price set forth in Section 11.2 (2021 Purchase Price).

Section 11.2 2021 Purchase Price. (A) Purchase Price. The Purchase Price to be paid by the City hereunder for the Series 2008 Project and the Series 2011 Project (the “2021 Purchase Price”) is the sum of the principal amount of the City’s obligation hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Section 3.1 (Prepayment).

(B) Principal Component. The principal amount of the Series 2021 Installment Payments to be made by the City hereunder is _____ dollars (\$[PRINCIPAL AMOUNT]).

(C) Interest Component. The interest to accrue on the unpaid balance of such principal amount of Series 2021 Installment Payments is specified in Exhibit A and shall be paid by the City as and constitutes interest paid on the principal amount of the City’s obligations hereunder.

SECTION 11.3. Installment Payments. The Authority and the City hereby agree that the City shall pay the 2021 Purchase Price to the Trustee in Series 2021 Installment Payments on each Installment Payment Date in the amounts shown on Exhibit A, subject to any rights of prepayment provided in Section 3.1 (Prepayment). The Trustee will apply the Series 2021 Installment Payments for the payment of principal (whether at maturity or upon redemption or acceleration) of and interest on the Series 2021 Bonds, until all such amounts shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Trust Agreement.

The City shall pay the Series 2021 Installment Payments to the Trustee in immediately available funds for deposit in the Revenue Fund established pursuant to the Trust Agreement. If the City will not have sufficient Net Water Revenues to make all Installment Payments due on an Installment Payment Date, the City shall so notify the Trustee fifteen (15) Business Days before such Installment Payment Date. If the City fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the City until such amount shall have been fully paid, and the City agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Series 2021 Installment Payments, respectively, if paid in accordance with their terms.

III. Provisions of the Installment Purchase Contract. Except as in this Third Supplemental Installment Purchase Contract expressly provided, every term and condition contained in the Installment Purchase Contract shall apply to this Third Supplemental Installment

Purchase Contract with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Third Supplemental Installment Purchase Contract.

This Third Supplemental Installment Purchase Contract and all the terms and provisions herein contained shall form part of the Installment Purchase Contract as fully and with the same effect as if all such terms and provisions had been set forth in the Installment Purchase Contract. The Installment Purchase Contract is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

IV. Separability of Invalid Provisions. If any one or more of the provisions contained in this Third Supplemental Installment Purchase Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Third Supplemental Installment Purchase Contract and such invalidity, illegality, or unenforceability shall not affect any other provision of this Third Supplemental Installment Purchase Contract, and this Third Supplemental Installment Purchase Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City and the Authority each hereby declares that it would have adopted this Third Supplemental Installment Purchase Contract and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Third Supplemental Installment Purchase Contract may be held illegal, invalid, or unenforceable.

V. Effect of Headings and Table of Contents. The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Third Supplemental Installment Purchase Contract.

VI. Execution in Counterparts. This Third Supplemental Installment Purchase Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Third Supplemental Installment Purchase Contract by their officers thereunto duly authorized as of the day and year first written above.

WOODLAND FINANCE AUTHORITY

By: _____
Ken Hiatt, Administrator

ATTEST:

Ana B. Gonzalez, Secretary

CITY OF WOODLAND

By: _____
Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

EXHIBIT A

SERIES 2021 INSTALLMENT PAYMENTS*

Installment Payment Dates	Amount Attributable to Principal	Amount Attributable to Interest	Total
March 1, 2022			
September 1, 2022			
March 1, 2023			
September 1, 2023			
March 1, 2024			
September 1, 2024			
March 1, 2025			
September 1, 2025			
March 1, 2026			
September 1, 2026			
March 1, 2027			
September 1, 2027			
March 1, 2028			
September 1, 2028			
March 1, 2029			
September 1, 2029			
March 1, 2030			
September 1, 2030			
March 1, 2031			
September 1, 2031			
March 1, 2032			
September 1, 2032			
March 1, 2033			
September 1, 2033			
March 1, 2034			
September 1, 2034			
March 1, 2035			
September 1, 2035			
March 1, 2036			
September 1, 2036			
March 1, 2037			
September 1, 2037			

Installment Payment Dates	Amount Attributable to Principal	Amount Attributable to Interest	Total
March 1, 2038			
September 1, 2038			
March 1, 2039			
September 1, 2039			
March 1, 2040			
September 1, 2040			
March 1, 2041			
Total			

* Installment Payments are due three Business Days prior to the Installment Payment Date.

FOURTH SUPPLEMENTAL TRUST AGREEMENT

between the

WOODLAND FINANCE AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated December 1, 2021

**relating to
Woodland Finance Authority
Water Revenue Refunding Bonds, Series 2021 (Green Bonds)**

(supplemental to the Trust Agreement dated February 1, 2011)

FOURTH SUPPLEMENTAL TRUST AGREEMENT

Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021 (Green Bonds)

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THE SERIES 2021 BONDS

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FOURTH SUPPLEMENTAL TRUST AGREEMENT

This Fourth Supplemental Trust Agreement dated December 1, 2021 (this “Fourth Supplement”), between U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States (the “Trustee”), and the WOODLAND FINANCE AUTHORITY, a public agency duly established and existing under the laws of the State of California (the “Authority”);

W I T N E S S E T H:

WHEREAS, the City of Woodland (the “City”) has determined that the issuance by the Authority of bonds under the Trust Agreement dated February 1, 2011 (as thereafter amended and supplemented, the “Trust Agreement”), between the Authority and the Trustee, to refinance improvements (the “Improvements”) to the City’s domestic water supply and distribution facilities (the “Water System”) will result in significant public benefits;

WHEREAS, the Authority issued its Water Revenue Bonds, Series 2011 (the “Prior Bonds”) in an aggregate principal amount of \$18,815,000, to finance and refinance the Improvements;

WHEREAS, the Authority has authorized the issuance of its Water Revenue Refunding Bonds, Series 2021 (Green Bonds) (the “Series 2021 Bonds”), in an aggregate principal amount of \$[PRINCIPAL AMOUNT] to refund all of the outstanding Prior Bonds;

WHEREAS, the conditions of the Trust Agreement for the issuance of the Series 2021 Bonds secured on parity with the bonds previously issued under the Trust Agreement have been satisfied;

WHEREAS, the Authority has determined to enter into this Fourth Supplement in order to provide for the issuance of the Series 2021 Bonds, to establish and declare the terms and conditions upon which the Series 2021 Bonds shall be delivered and secured, and to secure the payment of the principal thereof and the premium (if any) and interest thereon;

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed to make the Series 2021 Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Authority payable in accordance with their terms, and to constitute this Fourth Supplement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Fourth Supplement;

NOW, THEREFORE, the parties hereto agree as follows:

I. Definitions. Capitalized terms used herein and not defined herein shall have the definitions ascribed to such terms by the Trust Agreement. Unless the context otherwise requires, the additional terms defined below shall for all purposes hereof and of any amendment

hereof or supplement hereto and any certificate, opinion, or other document herein mentioned have the meanings specified herein.

Prior Bonds means the Woodland Finance Authority Water Revenue Bonds, Series 2011.

Series 2021 Costs of Issuance Fund means the fund established pursuant to Section 13.05 (Establishment and Application of Costs of Issuance Fund) hereof.

Series 2021 Escrow Fund means the fund established pursuant to Section 13.04 (Establishment and Application of Escrow Fund) hereof.

Series 2021 Installment Payments means the installment payments of interest and principal and the redemption premiums, if any, payable by the City under and pursuant to the Installment Purchase Contract as supplemented by the Third Supplemental Installment Purchase Contract and described in Section ____ (Installment Payments) thereof.

Third Supplemental Installment Purchase Contract means the Third Supplemental Installment Purchase Contract dated December 1, 2021, between the City and the Authority.

2021 Purchase Price means the principal amount plus interest thereon owed by the City to the Authority under the terms of the Third Supplemental Installment Purchase Contract for the Series 2011 Project and the Series 2008 Project.

II. Amendments to Trust Agreement. The following amendments are hereby made to the Trust Agreement in accordance with the provisions of Section 10.01 (Supplemental Trust Agreements without Consent of Owners), effective as of the date of this Fourth Supplement.

Section 1. Amendment to Definitions. The following term, which is defined in Section 1.01 of the Trust Agreement, is hereby revised in accordance with the provisions of Subsection (B) (Curative Provisions) and Subsection (I) (No Material Effect) of Section 10.01 (Supplemental Trust Agreements without Consent of Owners) to read as follows:

Information Service means the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) website, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and or such other services providing information with respect to called bonds, or no such services, as the Authority may designate in a Request of the Authority delivered to the Trustee.

Section 2. Amendment to Section 4.04. The following paragraph is added to the end of Section 4.04 in accordance with the provisions of Subsection (E) (Redemption Notification) of Section 10.01 (Supplemental Trust Agreements without Consent of Owners) of the Trust Agreement:

The Authority may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption monies are not available for such purpose in an amount sufficient to pay in full on said date the principal, interest, and premium due on the Bonds called for redemption. Notice of rescission of

redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

III. Supplemental Provisions. The following Article and Sections are hereby added to the Trust Agreement:

ARTICLE XIII
THE SERIES 2021 BONDS

SECTION 13.01. Terms and Form of Series 2021 Bonds. (A) Creation of Series 2021 Bonds. The Authority hereby creates an additional Series of Bonds and designates them the “Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021.” At any time after the execution and delivery of this Fourth Supplement, the Authority may execute and the Trustee shall authenticate and deliver the Series 2021 Bonds in the aggregate principal amount of \$[PRINCIPAL AMOUNT] upon the Order of the Authority.

(B) Form of Series 2021 Bonds. The form of the Series 2021 Bonds shall be substantially as set forth in Exhibit A with such insertions, omissions, substitutions, and variations as may be determined by the officers executing the same, as evidenced by their execution thereof, to reflect the applicable terms of the Series 2021 Bonds established by this Article.

(C) Book-Entry Form; Denominations. The Series 2021 Bonds shall be issued in fully registered form, in Authorized Denominations and shall be initially registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company. The Series 2021 Bonds shall be evidenced by one Series 2021 Bond maturing on each of the maturity dates of the Series 2021 Bonds in a denomination corresponding to the total principal amount of the Series 2021 Bonds maturing on such date. Registered ownership of the Series 2021 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10 (Book-Entry Provisions). The Series 2021 Bonds shall bear such distinguishing numbers and letters as may be specified by the Trustee.

(D) Date; Interest Accrual; Maturity Dates; Interest Rates. The Series 2021 Bonds shall be dated their date of delivery, shall mature in the following amounts on the following dates, and shall bear interest from their date at the following rates per annum:

**Maturity Date
(March 1)**

**Principal
Amount**

**Interest
Rate**

** Term Bond Maturity*

Interest on the Bonds shall be calculated on the basis of a 360-day year comprising twelve 30-day months.

(E) Principal and Interest Payments. The principal or Redemption Price of the Series 2021 Bonds shall be payable to the Owner thereof upon surrender thereof in lawful money of the United States of America at the Corporate Trust Office or, as provided in Section 2.10(E) (Payments to Depository), by wire transfer on each principal and mandatory redemption payment date to “Cede & Co.” or its registered assign, as sole registered Owner. Interest on the Series 2021 Bonds shall be payable on March 1, 2022, and thereafter semiannually on March 1 and September 1 of each year by check mailed on the Interest Payment Date or, as provided in Section 2.10(E) (Payments to Depository) and upon the written request received by the Trustee at least five (5) days before the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds who has provided the Trustee with wire transfer instructions, by wire transfer on each Interest Payment Date to the Owner thereof at the close of business on the Regular Record Date. Any such written request shall remain in effect until rescinded in writing by the Owner. Any Owner that requests payment by wire transfer shall pay the associated wire charges. The Regular Record Date for the Series 2021 Bonds shall be the fifteenth (15th) day of the calendar month immediately preceding the relevant Interest Payment Date.

(F) Cessation of Interest Accrual. Interest on any Series 2021 Bond shall cease to accrue (i) on the maturity date thereof, provided that there has been irrevocably deposited with the Trustee an amount sufficient to pay the principal amount thereof, plus interest accrued thereon to such date; or (ii) on the redemption date thereof, provided there has been irrevocably deposited with the Trustee an amount sufficient to pay the redemption price thereof, plus interest accrued thereon to such date. The Owner of such Bond shall not be entitled to any other payment, and such Bond shall no longer be Outstanding and entitled to the benefits of this Trust Agreement, except for the payment of the purchase price, principal amount or redemption price, of such Bond, as appropriate, from moneys held by the Trustee for such payment.

(G) Series Required Reserve. For the Series 2021 Bonds, the Series Required Reserve shall be, as of any date of calculation, Maximum Annual Debt Service in any Bond Year on the Series 2021 Bonds Outstanding.

SECTION 13.02. Redemption of Series 2021 Bonds. (A) General. The Series 2021 Bonds shall be subject to redemption as provided in Article V (Redemption of Bonds).

(B) Casualty Loss or Governmental Taking. The Series 2021 Bonds shall be subject to redemption prior to maturity as a whole on any date or in part (in such maturities as may be specified by the City and at random within a maturity) on any Interest Payment Date, from prepaid Installment Payments made by the City from funds received by the City due to a casualty loss, material title defect, or governmental taking of the Water System or portions thereof by eminent domain proceedings, under the circumstances and upon the conditions and terms prescribed herein and in the Installment Purchase Contract, at a redemption price equal to the sum of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

(C) Optional Redemption. The Series 2021 Bonds are also subject to redemption prior to their respective stated maturities at the option of the Authority at the direction of the City, from moneys deposited by the Authority or the City from any source of available funds, as a whole or in part (in such maturities as may be specified by the City and at random within a maturity) on any date on or after March 1, 20__, at a redemption price equal to the principal amount of Series 2021 Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

(D) Mandatory Sinking Account Redemption. (1) 20__ Term Bonds. The Series 2021 Bonds maturing on March 1, 20__ (the "20__ Term Bonds"), are subject to redemption prior to their stated maturity, in part, at random from amounts deposited into the 20__ Sinking Account in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which amounts will be proportionately reduced by the principal amount of all 20__ Term Bonds optionally redeemed:

Mandatory Redemption Dates
(March 1)

Principal Amount

* *Maturity*

SECTION 13.03. Application of Series 2021 Bond Proceeds and Other Amounts. Upon receipt of the proceeds of sale of the Series 2021 Bonds in the amount of \$_____, the Trustee shall deposit said proceeds, together with [\$_____ contributed by the City and] moneys from the prior [debt service and] debt service reserve fund[s] in the amount of \$_____), as follows:

(A) deposit \$_____ into the Series 2021 Escrow Fund; and

(B) deposit \$_____ into the Series 2021 Costs of Issuance Fund.

The Trustee may establish a temporary account in its records to facilitate such transfers or payments.

SECTION 13.04. Establishment and Application of Series 2021 Escrow Fund. The Trustee shall establish and maintain a separate fund designated as the “Series 2021 Escrow Fund” until the outstanding Prior Bonds have been redeemed.

SECTION 13.05. Establishment and Application of Series 2021 Costs of Issuance Fund. The Trustee shall establish and maintain a separate fund designated as the “Series 2021 Costs of Issuance Fund.” The Trustee shall pay amounts held in the Costs of Issuance Fund upon a Requisition filed with the Trustee, in the form attached hereto as Exhibit B. Such Requisition of the District shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Four months after [CLOSING DATE], or upon prior written Order of the District, the Trustee shall transfer any remaining amounts in the Costs of Issuance Fund to the Revenue Fund.

SECTION 13.06. Validity of Bonds. The recital in the Series 2021 Bonds that they are delivered pursuant to the constitution and statutes of the State shall be conclusive evidence of their validity and of compliance with provisions of law in their issuance and delivery.

SECTION 13.07. Continuing Disclosure. The City hereby covenants that it will comply with and carry out all the provisions of the Continuing Disclosure Certificate. In addition to the notice required by Section 9.11 (Merger or Consolidation), the Trustee shall mail written notice of any change in its name to the Authority and the City by first-class mail, postage prepaid, within three (3) Business Days of its effectiveness.

IV. Provisions of the Trust Agreement. Except as in this Fourth Supplement expressly provided, every term and condition contained in the Trust Agreement shall apply to this Fourth Supplement and to the Series 2021 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Fourth Supplement.

This Fourth Supplement and all the terms and provisions herein contained shall form part of the Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Trust Agreement. The Trust Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

V. Separability of Invalid Provisions. If any one or more of the provisions contained in this Fourth Supplement or in the Bonds shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Fourth Supplement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Fourth Supplement, and this Fourth Supplement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the Trustee each hereby declares that it would have adopted this Fourth Supplement and each and every other Section, paragraph, sentence, clause,

or phrase hereof and authorized the execution and delivery of the Series 2021 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Fourth Supplement may be held illegal, invalid, or unenforceable.

VI. Effect of Headings and Table of Contents. The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Fourth Supplement.

VII. Execution in Counterparts. This Fourth Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

WOODLAND FINANCE AUTHORITY

By: _____
Ken Hiatt, Administrator

ATTEST:

Ana B. Gonzalez, Secretary

EXHIBIT A

FORM OF SERIES 2021 BOND

**WOODLAND FINANCE AUTHORITY
WATER REVENUE REFUNDING BONDS, SERIES 2021**

R- _____

\$ _____

MATURITY DATE	INTEREST RATE PER ANNUM	ORIGINAL ISSUE DATE	CUSIP:
March 1, 20____	_____%	August __, 2021	97951Q ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \$ _____ DOLLARS

The WOODLAND FINANCE AUTHORITY, a joint exercise of powers agency duly organized and validly existing under and pursuant to the laws of the State of California (the “Authority”), for value received hereby, promises to pay (but only out of the Revenues hereinafter referred to) to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from their original issue date specified above until the principal hereof shall have been paid at the interest rate per annum specified above, payable on March 1, 2022, and semiannually thereafter on each March 1 and September 1. Interest due on or before the maturity or prior redemption of this Bond shall be payable by check mailed by first class mail to the registered owner hereof or, upon the written request of any owner of \$1,000,000 or more in aggregate principal amount of bonds (in accordance with the terms of the Trust Agreement described below), by wire transfer. The principal hereof is payable in lawful money of the United States of America at the corporate trust office of U.S. Bank National Association, as trustee (the “Trustee”). Notwithstanding the foregoing, so long as this Bond is registered in the name of Cede & Co., principal of and redemption premium, if any, and interest on this Bond shall be payable by wire transfer to the registered owner.

This Bond is one of a duly authorized issue of Bonds of the Authority designated as its Water Revenue Refunding Bonds (the “Bonds”), unlimited in aggregate principal amount, except as otherwise provided in the Trust Agreement, which issue consists or may consist of one or more series of varying denominations, dates, maturities, interest rates, and other provisions, as provided in the Trust Agreement, all issued and to be issued under and pursuant to the provisions of the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto (the “Act”) and under and pursuant to the provisions of a trust agreement dated February 1, 2011 (as amended and supplemented from time to time, the “Trust Agreement”), between the Authority

and U.S. Bank National Association, as trustee (the “Trustee”). This Bond is also one of a duly authorized series of Bonds additionally designated “Series 2021 (Green Bonds)” (the “Series 2021 Bonds”) issued in the aggregate principal amount of \$[PRINCIPAL AMOUNT].

The Bonds are issued to provide funds to refinance the cost of the acquisition, construction and equipping of water supply system facilities for the City. The Bonds are limited obligations of the Authority and are payable, as to interest thereon and principal thereof, solely from certain proceeds of the Bonds held in certain funds and accounts pursuant to the Trust Agreement and the revenues (the “Revenues”) derived from Installment Payments and other payments made by the City of Woodland (the “City”) pursuant to an installment purchase contract dated February 1, 2011 (as amended and supplemented from time to time, the “Installment Purchase Contract”), between the Authority and the City. The Authority is not obligated to pay interest on and principal of the Bonds except from the Revenues. All Bonds are equally and ratably secured in accordance with the terms and conditions of the Trust Agreement by a pledge of and charge and lien upon the Revenues. The Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bonds as provided in the Trust Agreement.

The full faith and credit of the Authority and the City of Woodland are not pledged for the payment of the interest on or principal of the Bonds. No tax shall ever be levied or collected to pay the interest on or principal of the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Revenues. Neither the payment of the interest on nor principal of the Bonds is a debt, liability or general obligation of the Authority.

Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, the rights of the registered owners of the Bonds, security for payment of the Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Bonds). All the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the Authority and the registered owner of this Bond. The registered owner of this Bond, by acceptance hereof, agrees and consents to all the provisions of the Trust Agreement.

[insert redemption provisions after bond sale]

Notice of redemption of this Bond shall be given by first class mail not less than thirty (30) days nor more than sixty (60) days before the redemption date to the registered owner hereof, subject to and in accordance with provisions of the Trust Agreement with respect thereto. If notice of redemption has been duly given as aforesaid and money for the payment of the above-described redemption price is held by the Trustee, then this Bond shall, on the redemption date designated in such notice, become due and payable at the above-described redemption price; and from and after the date so designated, interest on this Bond shall cease to accrue and the registered owner of this Bond shall have no rights with respect hereto except to receive payment of the redemption price hereof.

If an event of default, as defined in the Trust Agreement, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Trust Agreement, except that the Trust Agreement provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein.

This Bond is transferable by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount in authorized denominations will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication attached hereto shall have been executed and dated by the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

The rights and obligations of the Authority and of the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon terms provided in the Trust Agreement, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of Bonds.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Woodland Finance Authority has caused this Bond to be executed in its name and on its behalf by the President of the Authority and countersigned by the Secretary of the Authority, and has caused this Bond to be dated as of the original issue date specified above.

WOODLAND FINANCE AUTHORITY

By: _____
President

Countersigned:

Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Trust Agreement which has been authenticated on [CLOSING DATE].

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within Bond and do(es) hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the bond register of the Trustee, with full power of substitution in the premises.

Dated: _____

NOTE: The signature(s) to this Assignment must correspond with the name(s) on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature(s) Guaranteed by:

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution (being banks, stock brokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax
Identification Number, or other
identifying number of Assignee:

The following is a true copy of the opinion rendered by Lozano Smith, LLP and Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds described therein. A signed copy is on file in my office.

Secretary of the Authority

[Letterhead of Kronick, Moskovitz,
Tiedemann & Girard]

[Letterhead of Lozano Smith, LLP]

Members of the Board
Woodland Finance Authority
300 First Street
Woodland, California 95695

Re: Woodland Finance Authority
Water Revenue Refunding Bonds, Series 2021
(Final Opinion of Bond Counsel)

Ladies and Gentlemen:

We have acted as co-bond counsel in connection with the issuance by the Woodland Finance Authority (the “Authority”) of \$[PRINCIPAL AMOUNT] aggregate principal amount of its Water Revenue Refunding Bonds, Series 2021 (the “Bonds”). The Bonds are authorized to be issued pursuant to the provisions of the Marks-Roos Local Bond Pooling Act of 1985 (the “Act”) (Article 4, Chapter 5, Division 7, Title 1 of the California Government Code) and all laws of the State of California supplemental thereto and pursuant to the provisions of the Trust Agreement dated February 1, 2011, as supplemented by the Fourth Supplemental Trust Agreement dated December 1, 2021 (collectively, the “Trust Agreement”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Trust Agreement.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the Authority and the City contained in the Trust Agreement, the Installment Purchase Contract, and the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Authority has been duly created and is validly existing as a public agency of the State of California with full power and authority to enter into the Installment Purchase

Contract and the Trust Agreement; to perform the other agreements on its part contained in the Trust Agreement; and to issue the Bonds.

2. The Trust Agreement, including the Fourth Supplemental Trust Agreement, has been duly executed and delivered by the Authority and is a valid and binding obligation of the Authority. The aggregate principal amount of Bonds issued under the Trust Agreement does not exceed any limitation imposed by law or by the Trust Agreement.

3. The Trust Agreement creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Revenues, as such term is defined in the Trust Agreement, and all other amounts held in any fund or account (other than the Rebate Fund) established pursuant to the Trust Agreement, to the extent set forth in the Trust Agreement and subject to the provisions of the Trust Agreement that permit the Authority to apply the Revenues and other amounts for the purposes and on the terms and conditions set forth in the Trust Agreement. The Trust Agreement also creates a valid assignment to the Trustee, for the benefit of the holders from time to time of the Bonds, of the right, title and interest of the Authority in the Installment Purchase Contract, to the extent more particularly described in the Trust Agreement.

4. The Bonds have been duly authorized, executed and delivered by the Authority and are valid and binding limited obligations of the Authority, payable solely from the Revenues and other funds provided therefor in the Trust Agreement.

5. The Bonds are not a lien or charge upon the funds or property of the Authority except to the extent of the aforementioned pledge and assignment. Neither the faith and credit nor the taxing power of the City, the State of California, or any subordinate entity or political subdivision of either is pledged to the payment of the principal of or interest on the Bonds. The Authority has no taxing power. The Bonds are not a debt of the City, the State of California, or any other political subdivision of the State of California, none of which is liable for the payment thereof.

6. The Installment Purchase Contract, including the Third Supplemental Purchase Contract, has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Authority and the City.

7. The obligation of the City to make Installment Payments pursuant to the Installment Purchase Contract is a limited obligation of the City payable solely out of the Net Water Revenues. The Installment Purchase Agreement does not constitute a debt of the City or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and does not constitute an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation or for which the City has levied or pledged any form of taxation.

8. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinion set forth in the preceding sentence is

subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that interest on the Bonds be, and continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences, arising with respect to the accrual or receipt of interest on, or the ownership or disposition of the Bonds.

9. Interest on the Bonds is exempt from State of California personal income taxes.

The opinions set forth above are further qualified as follows:

a. The rights of the holders of the Bonds and the enforceability of the Bonds, the Installment Purchase Contract, and the Trust Agreement are subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights generally, the application of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith, and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and the limitations on legal remedies imposed on actions against public agencies in the State of California.

b. We express no opinion as to the enforceability under certain circumstances of contractual provisions respecting various summary remedies without notice or opportunity for hearing or correction, especially if their operation would work a substantial forfeiture or impose a substantial penalty upon the burdened party.

c. We express no opinion as to the effect or availability of any specific remedy provided for in the Trust Agreement or the Installment Purchase Contract under particular circumstances, except that we believe such remedies are, in general, sufficient for the practical realization of the rights intended thereby.

d. We express no opinion as to the enforceability of any indemnification, contribution, choice of law, choice of forum, or waiver provisions contained in the Trust Agreement or the Installment Purchase Contract.

e. We undertake no responsibility for the accuracy, completeness, or fairness of any offering materials relating to the Bonds and express no opinion herein with respect thereto.

f. The opinions expressed herein are based on an analysis of existing laws, regulations, rulings, and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine or to inform any person whether any such actions are taken or omitted or events do occur. We disclaim any obligation to update this opinion for events occurring after the date hereof.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

LOZANO SMITH, LLP

EXHIBIT B

FORM OF COSTS OF ISSUANCE REQUISITION

**REQUISITION TO TRUSTEE TO DISBURSE FUNDS
FROM THE SERIES 2021 COSTS OF ISSUANCE FUND**

REQUISITION NO. ____

The Woodland Finance Authority (the “Authority”) hereby directs U.S. Bank National Association, as trustee (the “Trustee”), under the Fourth Supplemental Trust Agreement dated December 1, 2021 (the “Fourth Supplement”), by and between the Authority and the Trustee, to pay from the Series 2021 Costs of Issuance Fund established pursuant to Section 13.05 (Establishment and Application of Series 2021 Costs of Issuance Fund) of the Fourth Supplement, the amounts to the parties as set forth on the attached schedule.

The Authority hereby certifies that obligations in the amounts stated in Schedule I have been incurred by the Authority and are presently due and payable, and that each item is a proper charge against the Series 2021 Costs of Issuance Fund and has not been previously paid from that fund.

Attached to Schedule I are invoices for each payment requested.

Dated: [CLOSING DATE]

WOODLAND FINANCE AUTHORITY

By: _____
Authorized Officer

SCHEDULE I

[Please see attached invoices for wire instructions and/or delivery information]

Item	Payee Name & Address	Purpose	Amount
1.			
2.			
3.			
4.			
5.			
6.			
	Total		

BOND PURCHASE AGREEMENT

\$ _____
Woodland Finance Authority
Water Revenue Refunding Bonds
Series 2021

_____, 2021

Woodland Finance Authority
300 First Street
Woodland, California 95695

City of Woodland
300 First Street
Woodland, California 95695

Ladies and Gentlemen:

The undersigned, Hilltop Securities Inc. (the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (which, together with the exhibits hereto, is referred to as the "Purchase Agreement") with the Woodland Finance Authority (the "Authority") and the City of Woodland (the "City"), which, upon acceptance by the Authority and the City, will be binding upon the Authority, the City and the Underwriter. This offer is made subject to acceptance by the City and the Authority by the execution of the Purchase Agreement and delivery of the same to the Underwriter prior to 11:59 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City and the Authority. Capitalized terms that are used herein and not otherwise defined have the meanings that are set forth in the Trust Agreement, dated February 1, 2011, as supplemented and amended, including pursuant to a Fourth Supplemental Trust Agreement, dated December 1, 2021 (collectively, the "Trust Agreement"), each by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee").

The City and the Authority acknowledge and agree that: (a) the purchase and sale of the Bonds (as such term is defined herein) pursuant to the Purchase Agreement is an arm's length commercial transaction among the City, the Authority and the Underwriter, and the only obligations that the Underwriter has to the City and the Authority with respect to the transaction that is contemplated hereby expressly are set forth in the Purchase Agreement; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as such term is defined in Section 15B of The Securities Exchange Act of 1934, as amended) to the City or the Authority; (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or the Authority with respect to the offering that is contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Authority on other matters); (d) the

Underwriter has financial and other interests that may differ from and be adverse to those of the City and the Authority; and (e) the City and the Authority have consulted their own legal, financial, accounting, tax and other advisors to the extent that they have deemed appropriate.

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein, the Underwriter hereby agrees to purchase, and the Authority hereby agrees to issue, sell and deliver to the Underwriter all (but not less than all) of the "Woodland Finance Authority Water Revenue Refunding Bonds Series 2021" (the "Bonds"). The Bonds will be dated as of their date of delivery. The Bonds will mature and bear interest as set forth in Exhibit A. The purchase price of the Bonds is \$_____ (being the aggregate principal amount thereof plus [net] original issue premium of \$_____ and less an Underwriter's discount of \$_____).

Section 2. The Bonds. The Bonds are limited obligations of the Authority payable solely from revenues of the Authority, consisting primarily of certain installment payments (the "Installment Payments") made by the City from Net Water Revenues to the Authority pursuant to an Installment Purchase Contract dated February 1, 2011, as supplemented and amended, including pursuant to a Third Supplemental Installment Purchase Contract dated December 1, 2021 (collectively, the "Installment Purchase Contract"). The Authority's right to receive the Installment Payments under the Installment Purchase Contract and to exercise remedies upon default under the Installment Purchase Contract shall be assigned to the Trustee for the benefit of the owners of the Bonds pursuant to the Trust Agreement.

The Bonds shall be as described in, and shall be secured under and pursuant to the Trust Agreement substantially in the form previously submitted to the Underwriter, with only such changes therein as shall be mutually agreed upon by the City, the Authority and the Underwriter. The proceeds of the Bonds shall be applied as set forth in the Trust Agreement.

The Bonds, the Purchase Agreement, the Trust Agreement, the Installment Purchase Contract, and the resolution of the Board of Directors of the Authority authorizing the issuance of the Bonds and the foregoing documents are collectively referred to herein as the "Authority Documents."

The Purchase Agreement, the Continuing Disclosure Certificate of the City relating to the Bonds, dated as of the Closing Date (the "Continuing Disclosure Certificate"), the Installment Purchase Contract and the resolution of the City Council of the City authorizing the execution and delivery of the foregoing documents are collectively referred to herein as the "City Documents."

Section 3. Public Offering; Establishment of Issue Price for Bonds.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit A, the Authority will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price

of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of the Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until the Underwriter has sold all Bonds of that maturity to the public; provided that the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Authority or Bond Counsel.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of the Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of the Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority, the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or
2. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d)

(i) The Underwriter confirms that any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either: (I) all Bonds of that maturity allocated to it have been sold; or (II) it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter;

(B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter;

(C) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(D) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) The Underwriter confirms that any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to: (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer; and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority and the City acknowledge that, in making the representations set forth in this subsection, the Underwriter will rely on: (A) in the event that a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires; and (B) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority and the City further acknowledge that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

1. “public” means any person other than an underwriter or a related party;

2. “underwriter” means: (A) any person that agrees pursuant to a written contract with the Authority or the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group

or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

3. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. “sale date” means the date of execution of the Purchase Agreement by all parties.

Section 4. The Official Statement. By their acceptance of this proposal, the City and the Authority ratify, confirm and approve of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Bonds dated _____, 2021 (including the front cover page, inside front cover page, all appendices and all information incorporated therein and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”) that authorized officers of the City and the Authority deemed “final” as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for certain information that is permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of a final official statement, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12), including the cover page, inside cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the City, the Authority and the Underwriter (the “Official Statement”) in such quantity as the Underwriter shall reasonably request to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the “MSRB”).

The Underwriter hereby agrees that it will not request that payment be made by any purchaser of the Bonds prior to delivery by the Underwriter to the purchaser of a copy of the Official Statement. The Underwriter agrees: (i) to provide the Authority with final pricing information for the Bonds on a timely basis; and (ii) to promptly file a copy of the Official Statement, including any supplements prepared by the City and the Authority, with the MSRB at <http://emma.msrb.org>. The City and the Authority hereby approve of the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the offer and sale of the Bonds. The City and the Authority will cooperate with the Underwriter in the filing by the Underwriter of the Official Statement with the MSRB.

Section 5. Closing. At 8:00 a.m., California Time, on December __, 2021, or at such other time or date as the City, the Authority and the Underwriter agree upon (the “Closing Date”), the Authority shall deliver the Bonds, in definitive form, registered in the name of Cede & Co., as the nominee of The Depository Trust Company (“DTC”), so that the Bonds may be credited to the account specified by the Underwriter under DTC’s procedures. Concurrently with

the delivery of the Bonds, the City will deliver the documents hereinafter mentioned at the offices of Lozano Smith, Attorneys at Law, which is serving as co-bond counsel with Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation (together, "Bond Counsel"), or another place to be mutually agreed upon by the City, the Authority and the Underwriter. The Underwriter will accept such delivery and pay the purchase prices of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents, is herein called the "Closing."

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of five thousand dollars (\$5,000) or any integral multiple thereof. The City and the Authority acknowledge that the services of DTC will be used initially by the Underwriter in order to permit the delivery of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

Section 6. Representations, Warranties and Covenants of the Authority. The Authority represents, warrants and covenants to the Underwriter and the City that:

(a) The Authority is a joint exercise of powers authority that is duly organized, operating and existing under the laws of the State of California (the "State") and its Joint Exercise of Powers Agreement (the "JPA Agreement").

(b) The Authority has full legal right, power and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the Authority Documents.

(c) By all necessary official action, the Authority has duly authorized and approved the Authority Documents and has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents and the consummation by it of all other transactions contemplated by the Authority Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against public agencies in the State. The Authority has complied, and will at the Closing be in compliance in all material respects, with the terms of the Authority Documents.

(d) To the best of its knowledge, the Authority is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party which breach or default has or may have a materially adverse effect on the ability of the Authority to perform its obligations under the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the Authority Documents, if applicable, and compliance with the provisions on the Authority's part contained

therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Documents.

(e) To the best of its knowledge, all material authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations in connection with the Authority Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds. Except as described in or contemplated by the Preliminary Official Statement and the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations under the Authority Documents have been duly obtained.

(f) The Authority hereby agrees that it will notify the other parties hereto if, within the period from the date of this Purchase Agreement to and including the date that is twenty-five (25) days following the Closing, the Authority discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case, which might cause the Official Statement (as the same may have then been supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental authority, public board or body, pending, with service of process upon the Authority having been accomplished, or threatened in writing to the Authority: (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance of any of the Bonds, the collection of Revenues under the Indenture or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, in any way contesting or affecting the validity of the Bonds or the other Authority Documents or the consummation of the transactions contemplated thereby or hereby, contesting the exclusion of the interest on the Bonds from federal taxation or the exclusion of the interest on the Bonds from State taxation or contesting the powers of the Authority or its authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations or financial condition of the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) To the Authority's knowledge, there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of paragraph (g).

(i) The information in the Official Statement concerning the organization and existence of the Authority does not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) The Authority will refrain from taking any action, or permitting any action to be taken, with regard to which the Authority may exercise control, that results in the loss of the tax-exempt status of the interest for federal income tax purposes on the Bonds.

(k) The Authority will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Installment Payments while the Bonds are Outstanding, and the Authority will collect the Installment Payments in accordance with the Installment Purchase Contract and Trust Agreement.

(l) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the issuance of the Bonds and delivered to the Underwriter shall be deemed to be a representation and warranty of the Authority to the Underwriter and the City as to the statements made therein but not of the person signing such certificate.

Section 7. Representations, Warranties and Covenants of the City. The City represents, warrants and covenants to the Underwriter that:

(a) The City is a municipal corporation and general law city that is duly organized and existing under and by virtue of the laws of the State.

(b) The City has full legal right, power and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the City Documents.

(c) By all necessary official action, the City has duly authorized and approved the City Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the City Documents and the consummation by it of all other transactions contemplated by the City Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the City Documents will constitute the legally valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against public agencies in the State. The City has complied, and will at the Closing be in compliance in all material respects, with the terms of the City Documents.

(d) To the best of its knowledge, the City is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party which breach or default has or may have a materially adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the City Documents, if applicable, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as may be provided by the City Documents.

(e) To the best of its knowledge, all material authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its obligations in connection with the City Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(f) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not and up to and including the Closing will not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(g) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(h) As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental authority, public board or body, pending, with service of process upon the City having been accomplished, or threatened in writing to the City: (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance of any of the Bonds, or the collection of Gross Revenues of the Water Enterprise under the Installment Purchase Contract or of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the

City Documents or the consummation of the transactions contemplated thereby or hereby, contesting the exclusion of the interest on the Bonds from federal taxation or the exclusion of interest on the Bonds from State taxation or contesting the powers of the City or its authority to enter into the City Documents; (iii) which would be likely to result in any material adverse change relating to the business, operations or financial condition of the City; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) To the City's knowledge, there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of paragraph 7(h).

(j) Until the date which is twenty-five (25) days after the end of the underwriting period (but not later than 90 days after the Closing Date), if any event shall occur of which the City is aware that would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact that is necessary in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book-entry only system, as to which no view is expressed), the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's reasonable opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the Authority delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to the preceding sentence shall be written notice delivered to the City at or prior to the Closing Date of the Bonds and shall specify a date (other than the Closing Date) to be deemed the end of the underwriting period.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, the City has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events specified in such rule.

(l) The City will refrain from taking any action, or permitting any action to be taken, with regard to which the City may exercise control, that results in the loss of the tax-exempt status of the interest for federal income tax purposes on the Bonds.

(m) The financial statements relating to the receipts, expenditures and cash balances of the City attached as an appendix to the Official Statement fairly represent the receipts, expenditures and cash balances of the City. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since the end of the fiscal year covered by such financial statements and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(n) The City will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of these undertakings is set forth in an appendix to the Preliminary Official Statement and will also be set forth in the Official Statement.

(o) The City will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Installment Payments while the Bonds are Outstanding, and the City will pay the Installment Payments in accordance with the Installment Purchase Contract.

(p) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the issuance of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter as to the statements made therein but not of the person signing such certificate.

Section 8. Conditions to the Obligations of the Underwriter. The Underwriter has entered into the Purchase Agreement in reliance upon the representations and warranties of the City and the Authority contained herein. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Authority, as well as authorized representatives of Bond Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the City and the Authority of their respective obligations to be performed hereunder at or prior to the Closing Date; and to the following additional conditions:

(a) The representations, warranties and covenants of the City and the Authority contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) At the time of Closing, the City Documents and the Authority Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the City Documents, the Authority Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) At the time of the Closing, no material default shall have occurred or be existing under the City Documents, the Authority Documents or any other agreement or document pursuant to which any of the City's financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or interest on any of its financial obligations, which default would materially adversely impact the ability of the City to pay the Installment Payments.

(d) In recognition of the desire of the City, the Authority and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, the Purchase Agreement shall be subject to termination in the discretion of the Underwriter by notification, in writing, to the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of the Purchase Agreement:

(i) any event shall occur which makes untrue any material statement or results in an omission to state a material fact that is necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds;

(ii) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of the Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or state authority affecting the federal or state tax status of the City or the Authority, or the interest on bonds or notes (including the Bonds);

(iii) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds;

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental authority having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect;

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange, which are material to the marketability of the Bonds;

(vii) a general banking moratorium shall have been declared by federal, State or New York authorities, or the general suspension of trading on any national securities exchange;

(viii) there shall have occurred the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government of, or the financial community or financial markets in, the United States or elsewhere, or the escalation of such calamity or crisis, which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the issuance of the Bonds on the terms and in the manner that are contemplated in the Preliminary Official Statement or the Official Statement;

(ix) any rating of the Bonds or the rating of any obligations of the City shall have been downgraded or withdrawn by a national rating service, which, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) the commencement of any action, suit or proceeding described in Sections 6(g) or 7(h).

(e) at or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) The executed resolution of the Authority relating to the Bonds and authorizing the execution and delivery of the Authority Documents;

(ii) The executed resolution of the City relating to the Bonds and authorizing the execution and delivery of the Bonds, the City Documents;

(iii) The Preliminary Official Statement, and the Official Statement signed by authorized officials of the City and the Authority;

(iv) The City Documents and the Authority Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(v) A certification of the City that the insurance required to be in effect on the Closing Date under the Installment Purchase Contract is in fact in effect as of such date;

(vi) The approving opinion of Bond Counsel dated the Closing Date and addressed to the City, in substantially the forms attached as an appendix to the Official Statement, and reliance letters thereon addressed to the Underwriter and the Trustee;

(vii) A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, to the effect that:

(A) the statements on the cover of the Official Statement and in the Official Statement under the captions “INTRODUCTION,” “PLAN OF REFUNDING,” “THE SERIES 2021 BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2021 BONDS” and “TAX MATTERS” and in Appendices C and D, excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the Bonds, the City Documents, the Authority Documents and Bond Counsel’s final opinion concerning the Bonds or state legal conclusions with respect to the matters covered by such final opinions, present a fair and accurate summary of the provisions thereof, provided that Bond Counsel need not express any opinion with respect to any financial or statistical data contained therein or with respect to the book-entry system in which the Bonds are initially issued;

(B) The City Documents and the Authority Documents have been duly authorized, executed and delivered by the City and the Authority, as applicable, and are the valid, legal and binding agreements of the City and the Authority, as applicable, enforceable in accordance with their respective terms, except that the rights and obligations thereunder are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State, and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein; and

(C) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(viii) Evidence that the ratings on the Bonds are as described in the Official Statement;

(ix) A certificate, dated the Closing Date, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the Authority contained in the Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the Authority, and the Authority has complied with, in all material respects, all of the terms and conditions of the Purchase Agreement required to be complied with by the Authority at or prior to the Closing Date; (ii) to the best of such officer’s knowledge, no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iii) the information and statements contained in the Official Statement concerning the Authority did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(x) A certificate, dated the Closing Date, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the City contained in the Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the City, and the City has complied with, in all material respects,

all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the Closing Date; (ii) to the best of such officer's knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iii) the information and statements contained in the Official Statement did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(xi) An opinion dated the Closing Date and addressed to the Underwriter and the Trustee, of counsel to the Authority, to the effect that:

(A) The Authority is a joint exercise of powers authority, duly organized and validly existing under the Constitution and the laws of the State of California;

(B) The resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents, and approving the Official Statement, was duly adopted at a meeting of the Board of Directors of the Authority that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolution is in full force and effect and has not been modified, amended, or rescinded

(C) To such counsel's knowledge, the execution and delivery of the Authority Documents and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with, or constitute on the part of the Authority a breach of or default under, as applicable: (a) any agreement or other instrument to which the Authority is a party or by which it is bound; or (b) any existing law, regulation, court order or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents; and

(D) To such counsel's knowledge, except as otherwise disclosed in the Official Statement, there is no litigation, proceeding, action, suit or investigation at law or in equity before or by any court, governmental agency or body, pending, with service of process upon the Authority having been accomplished, or threatened in writing against the Authority, challenging the creation, organization or existence of the Authority, or the validity of the Authority Documents or seeking to restrain or enjoin the collection of the Installment Payments under the Installment Purchase Contract or the repayment of the Bonds or in any way contesting the authority of the Authority to enter into or perform its obligations under the Authority Documents;

(xii) An opinion dated the Closing Date and addressed to the Underwriter and the Trustee, of the City Attorney, to the effect that:

(A) The City is a municipal corporation and general law city, duly organized and validly existing under the laws of the State of California; and

(B) The resolution of the City approving and authorizing the execution and delivery of the City Documents, and approving the Official Statement, was duly adopted at a meeting of the City Council that was called and held pursuant to law and with all

public notice required by law and at which a quorum was present and acting throughout, and such resolution is in full force and effect and has not been modified, amended, or rescinded;

(C) To such counsel's knowledge, the execution and delivery of the City Documents and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach of or default under, as applicable: (a) any agreement or other instrument to which the City is a party or by which it is bound; or (b) any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents; and

(D) To such counsel's knowledge, except as otherwise disclosed in the Official Statement, there is no litigation, proceeding, action, suit or investigation at law or in equity before or by any court, governmental agency or body, pending, with service of process upon the City having been accomplished, or threatened in writing against the City, challenging the creation, organization or existence of the City, or the validity of the City Documents or seeking to restrain or enjoin the payment of the Installment Payments or in any way contesting or affecting the validity of the City Documents or contesting the authority of the City to enter into or perform its obligations under any of the City Documents;

(xiii) A negative assurance letter of Schiff Hardin LLP, as disclosure counsel ("**Disclosure Counsel**"), relating to the Preliminary Official Statement and the Official Statement, in form and substance satisfactory to the Underwriter;

(xiv) An opinion of Jones Hall, A Professional Law Corporation, counsel to the Underwriter, in form and substance satisfactory to the Underwriter;

(xv) An opinion of counsel to the Trustee, addressed to the Underwriter and dated the Closing Date, in form and substance satisfactory to the Underwriter and to Bond Counsel;

(xvi) A certificate or certificates, dated the Closing Date, signed by a duly authorized official of the Trustee in form and substance satisfactory to the Underwriter, and an incumbency certificate of the Trustee;

(xvii) Preliminary and final statements of sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code and Section 8855(g) of the Government Code relating to the Bonds and the Installment Purchase Contract;

(xviii) A copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book-entry system;

(xix) The tax and nonarbitrage certificate of the Authority and the City relating to the Bonds, and a form 8038-G relating to the Bonds, each in form and substance to the reasonable satisfaction of Bond Counsel and the Underwriter;

(xx) A certificate, dated the date of the Preliminary Official Statement, of the City and the Authority, as required under Rule 15c2-12;

(xxi) Certified copies of the JPA Agreement and related certificates issued by the Secretary of State of the State of California;

(xxii) Evidence that a Debt Management Policy which complies with Section 8855 of the Government Code has been adopted by the City and/or the Authority;

(xxiii) [A verification report of a certified public accountant relating to the 2012 Certificates;]

(xxiv) [if applicable, bond insurer documents;]

(xxv) A defeasance opinion of Bond Counsel addressed to the Underwriter; and

(xxvi) Such additional legal opinions, certificates, proceedings, instruments or other documents as Bond Counsel or the Underwriter may reasonably request.

Section 9. Changes in Official Statement. After the Closing, the City and the Authority will not adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within 25 days following the end of the underwriting period, if any event relating to or affecting the Bonds, the Trustee, the City or the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the City and the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB. The Underwriter acknowledges that the end of the underwriting period will be the Closing Date.

Section 10. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (from the proceeds of the Bonds or from any legally available funds) all expenses that are incident to the performance of the City's and the Authority's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the City Documents, the Authority Documents, the Preliminary Official Statement, the Official Statement and all other agreements and documents that are contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter (excluding the fees and disbursements of the Underwriter's counsel), the fees and disbursements of the Trustee, Bond Counsel, Disclosure Counsel and any accountants, engineers or any other experts or consultants that the City has retained in connection with the issuance of the Bonds and any other expenses that are agreed to by the parties; and

(b) The City and the Authority shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the

cost of preparation of any “blue sky” or legal investment memoranda and the Purchase Agreement; expenses to qualify the Bonds for sale under any “blue sky” or other state securities laws; and all other expenses that are incurred by the Underwriter in connection with the public offering and distribution of the Bonds (except those which are specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

Section 11. Notices. Any notice or other communication to be given to the Underwriter under the Purchase Agreement may be given by delivering the same in writing to Hilltop Securities Inc., 2533 S. Coast Highway 101, Suite 250, Cardiff by the Sea, CA 92007. Attention: Mike Cavanaugh. All notices or communications hereunder by any party shall be given and served upon each other party. Any notice or communication to be given to the City or the Authority under the Purchase Agreement may be given by delivering the same in writing to the address set forth on the first page of the Purchase Agreement.

Section 12. Parties in Interest. The Purchase Agreement is made solely for the benefit of the City, the Authority and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the City and the Authority in the Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

Section 13. Severability. In case any one or more of the provisions contained herein 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 provision hereof.

Section 14. Counterparts. The Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 15. Survival of Representations and Warranties. The representations and warranties of the City and the Authority in or made pursuant to the Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of the Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and the Authority and regardless of delivery of and payment for the Bonds.

Section 16. Effectiveness. The Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and the Authority and shall be valid and enforceable as of the time of such acceptance.

Section 17. Governing Law. The Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

HILLTOP SECURITIES INC., as Underwriter

By: _____
Title: Authorized Officer

Accepted as of the date first stated above:

CITY OF WOODLAND

By: _____
Ken Hiatt
City Manager

WOODLAND FINANCE AUTHORITY

By: _____
Ken Hiatt
Executive Director

EXHIBIT A

MATURITY SCHEDULE

\$_____
Woodland Finance Authority
Water Revenue Refunding Bonds
Series 2021

Maturity Date (March 1)	Principal Amount	Interest Rate	Yield	Initial Offering Price	10% Test Used	Hold the Offering Price Rule Used
	\$	%	%			

EXHIBIT B

\$ _____
Woodland Finance Authority
Water Revenue Refunding Bonds
Series 2021

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Hilltop Securities Inc. ("Hilltop") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) ***Issuer*** means Woodland Finance Authority.

(c) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) ***Underwriter*** means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Hilltop's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

HILLTOP SECURITIES INC.

By: _____

Name: _____

Dated: December __, 2021

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF
THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: J.18
SUBJECT: Fiscal Year 2021/22 Quarterly Budget Update

Recommendation for Action: Staff recommends that the City Council receive an informational report representing the FY2021/22 First Quarter Budget Update.

Staff Contact:

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

Fiscal Impact:

This informational item represents City-wide revenue and expenditures for (1) unaudited results for all periods of activity in fiscal year (FY) 2020/21 and (2) results through the first three months of fiscal year 2021/22.

Discussion:

The 2020/21 fiscal year can be characterized as unique and challenging as the City continued to deal with the operational and budgetary impact of the COVID-19 pandemic. Typically, revenue projections provided during the midyear update to City Council are fairly accurate and consistent with actual results for a fiscal year; but FY2020/21 was different. Revenue projections for FY2020/21 were revised at midyear with the best information available, but there were many unknown variables due to the COVID-19 pandemic. As is the case each year, staff relied on consultant expertise and analysis for General Fund Sales Tax revenues. Staff also relied on revenue trends during the fiscal year and department level projections to best determine the expected outcome of City revenues. To that end, revenue exceeded the City's amended budget and staff projections in most revenue categories. Specifically, the General Fund revenues exceeded projections by \$5.6 million.

As the pandemic continues to affect our community, the City has a more positive outlook on how businesses, hotels and recreational activities will be impacted during the current fiscal year (FY2021/22). During the preparation of the FY2021/22 budget, the best information available to staff was used to forecast revenues and expenses. As the fiscal year continues to progress, staff will continually be reviewing and updating projections as information becomes available. These projections will reflect a generally more positive outlook on revenues as the economic impacts of the pandemic have become less volatile on most of the larger revenue sources for the City. This updated information will also inform the development of the FY2022/23 budget, which begins in November 2021.

This report and the related attachments summarize revenue and expenditure results for all City funds through the fourth quarter of fiscal year 2020/21 and through the first quarter of fiscal year 2021/22. In addition, the report highlights revenues and expenditures specifically in the General Fund through the fourth quarter of fiscal year 2020/21 and through the first quarter of fiscal year 2021/22.

Highlights of the fiscal year 2020/21 results (Attachment A) include the following:

- All Funds revenues through fiscal year-end FY2020/21 were \$208.6 million or 115% of the amended budget.
- General Fund revenues at fiscal year-end 2020/21 were \$63.0 million, or \$5.6 million more than the amended/projected budget. Most of the General Fund revenue categories met and/or exceeded projected budgets. Sales Tax, Hotel Transit Occupancy Tax (in the "Other Taxes"

category), and Service Charges were expected to be heavily impacted by the COVID-19 pandemic. However, actual revenues exceeded projections.

- Through the fourth quarter of fiscal year 2020/21, all funds expenditures totaled \$178.6 million, or 68% of the amended budget. All fund categories completed the year with expenditures within the amended budget.
- The General Fund ended the year with \$56.0 million in expenses, which is \$1.8 million less than the amended budget. During the mid-year budget review, staff projected that expenditures would total \$57.5 million, and actual expenditures came in \$1.5 million less than that estimate. The savings are largely due to \$1.9 million in discretionary Supplies & Services savings, \$447,607 in Personnel costs, and smaller savings in other areas such as Education/Training & Non-discretionary expenditures. These savings were offset by the Interfund Transfers category going over budget by \$803,540 due to better than anticipated Measure F sales tax revenue. Measure F revenue is received into the General Fund and then transferred to the Measure F fund as an expenditure, because the revenues were higher than expected, the related transfer expense was also higher and exceeded the budget. \$1.2 million of these savings have been carried over for expenditure in fiscal year 2021/22.
- At the end of fiscal year 2020/21, department operating expenditures were, for the most part, within the approved appropriations.
- Capital Improvements expenditures totaled \$28.0 million, which underspent the budget by \$58.1 million. Capital projects are typically long-term in nature and span multiple fiscal years, and because of this, the remaining balances in funds have been carried-over into FY2021/22.
- The total ending fund balance in the General Fund was expected to be \$17.2 million for the fiscal year 2020/21 or 33.5% of revenues at the mid-year update. The actual fund balance at the end of FY2020/21 is \$22.4 million or 39.8% of revenues, an increase of \$5.2 million over the projected amount.

Highlights of the fiscal year 2021/22 results (Attachment B) include the following:

- All Funds revenues through the first quarter of fiscal year 2021/22 are \$28.2 million, or 15% of the amended budget.
- General Fund revenues are \$7.5 million or 13% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- Through the first quarter of FY2021/22, All Funds expenditures totaled \$35.8 million, or 13% of the amended budget. General Fund expenditures totaled \$11.9 million, or 19% of the amended budget.
- At the end of the first quarter of fiscal year 2021/22, all departments appear to be tracking closely to budget.

Although the fiscal year 2020/21 final results were better than projected, the City's General Fund forecast will continue to be a challenge as staff is still projecting a growing structural deficit through FY2025/26. Fund Balance will be an important factor in assisting with the development of balancing plans and targeted investment in high priority one-time funding needs. This quarterly report does not provide updated projections for the anticipated General Fund outcomes in FY2021/22. So far, preliminary revenue performance and indications of year-end outcomes appear to be favorable. Some revenues, like property taxes, sales taxes and transient occupancy taxes (TOT) are performing in line with or better than the amended budget. Staff continues to receive quarterly updates from the City's sales tax consultant and will receive another update prior to the end of the calendar year.

The next budget update provided to the City Council will be the mid-year budget update, which provides updated projections through the remainder of the current fiscal year and informs about the development of the

FY2022/23 budget.

Conclusion:

Staff recommends that the City Council receive an informational report representing the FY2021/22 First Quarter Budget Update.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

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

Ken Hiatt
City Manager

Attachments:

1. Quarterly Budget Update-FY2020/21 Q4 Attachment A
2. Quarterly Budget Update-FY2021/22 Q1 Attachment B

ATTACHMENT A

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2020/21 Revenues						
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%	
General Fund	\$ 53,973,070	\$ 57,384,731	\$ 63,029,772	\$ 5,645,041	110%	
Special Revenue	\$ 20,246,321	\$ 21,923,838	\$ 28,207,120	\$ 6,283,282	129%	
Debt Service	\$ 1,547,854	\$ 1,547,854	\$ 1,547,854	\$ -	100%	
Development/Capital	\$ 15,347,484	\$ 15,347,484	\$ 19,209,000	\$ 3,861,516	125%	
Spring Lake	\$ 9,066,006	\$ 9,066,006	\$ 11,879,316	\$ 2,813,310	131%	
Enterprise Funds	\$ 50,613,486	\$ 50,613,486	\$ 52,423,550	\$ 1,810,064	104%	
Internal Service	\$ 19,198,553	\$ 19,198,553	\$ 20,089,156	\$ 890,603	105%	
Successor Agency	\$ 900,000	\$ 900,000	\$ 572,307	\$ (327,693)	64%	
Agency	\$ 5,623,155	\$ 5,623,155	\$ 11,679,913	\$ 6,056,758	208%	
Total All Funds	\$ 176,515,929	\$ 181,605,107	\$ 208,637,987	\$ 27,032,880	115%	

- All Funds revenues through fiscal year-end FY2020/21 were \$208.6 million or 115% of the amended budget.
- General Fund revenues totaled \$63.0 million, \$5.6 million more than the amended budget. Table 4 provides more detail regarding General Fund revenues.
- Special Revenue funds generated \$28.2 million or 129% of the amended budget. Revenue captured in this category is mostly based on grant reimbursements and follows project expenses throughout the fiscal year.
- Development/Capital funds generated \$19.2 million or \$3.9 million more than the amended budget, due in large part to better than expected Development Impact fees. This additional revenue assists in reducing inter-fund loan balances accumulated from assisting with debt service and helps to improve fund balance deficits created by advancing significant priority projects throughout the early 2000's.
- Spring Lake funds generated \$11.9 million or \$2.8 million more than the amended budget. These revenues are Spring Lake Infrastructure Fees (SLIF) that assist with completion of or reimbursement to developers for infrastructure projects in Spring Lake, or are set aside for future completion of specified projects.

- Enterprise Funds collected \$52.4 million or 104% of the amended budget.
- Successor Agency revenues were \$572,307 or 64% of the amended budget. Successor Agency revenue is used to repay debt service on former Redevelopment Agency debt obligations and is calculated each year and submitted to the State Department of Finance. Some payments were made in FY20/21 from existing reserve balances, and one of the payments typically received in June was received instead after the end of the fiscal year.
- Internal Service fund revenues were \$20.0 million or 105% of the amended budget. This minor variances resulted from transfers from other funds to supplement reserve balances for vehicles purchases approved during the course of the fiscal year.
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds totaled \$11.7 million or \$6.1 million higher than the amended budget due a significant number of residents prepaying Mello Roos assessments in Spring Lake.

Table 2 – All Funds Expenditures by Fund Type

FY2020/21 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Internal Service	\$21,032,325	\$23,275,333	\$19,430,382	\$3,844,951	83%
General Fund	\$55,126,539	\$57,767,515	\$56,002,776	\$1,764,739	97%
Enterprise Funds	\$59,353,924	\$80,341,438	\$48,258,897	\$32,082,541	60%
Special Revenue	\$19,565,648	\$36,301,302	\$17,076,182	\$19,225,119	47%
Development/Capital	\$18,100,127	\$29,229,748	\$15,297,872	\$13,931,876	52%
Successor Agency	\$1,022,099	\$2,380,999	\$699,646	\$1,681,353	29%
Spring Lake	\$3,871,251	\$26,417,988	\$15,122,548	\$11,295,440	57%
Debt Service	\$1,547,854	\$1,547,854	\$1,542,857	\$4,997	100%
Agency	\$5,623,154	\$5,653,956	\$5,126,802	\$527,154	91%
Total All Funds	<u>\$185,242,921</u>	<u>\$262,916,132</u>	<u>\$178,557,961</u>	<u>\$84,358,171</u>	<u>68%</u>

- Through the fourth quarter of fiscal year 2020/21, all funds expenditures totaled \$178.6 million, or 68% of the amended budget. All fund categories completed the year with expenditures within the amended budget.
- The General Fund ended the year with \$56.0 million in expenses, which is \$1.8 million less than the amended budget. During the mid-year budget review, staff projected that expenditures would total \$57.5 million, and actual expenditures came in \$1.5 million less

than that estimate. The savings are largely due to \$1.9 million in discretionary Supplies & Services savings, \$447,607 in Personnel costs, and smaller savings in other areas such as Education/Training & Non-discretionary expenditures. These savings were offset by the Interfund Transfers category going over budget by \$803,540 due to better than anticipated Measure F sales tax revenue. Measure F revenue is received into the General Fund and then transferred to the Measure F fund as an expenditure, because the revenues were higher than expected, the related transfer expense was also higher and exceeded the budget.

Of the \$1.8 million in savings across all departments, \$1.2 million was re-appropriated to FY2021/22 to complete prior year commitments and continue efforts on project priority goals that span multiple fiscal years. Due to this re-appropriation of funds to FY2021/22, actual savings for FY2021/21 is only \$556,183. General Fund expenditures are discussed in more detail in Table 5.

- Enterprise Funds expenditures totaled \$48.3 million, or 60% of the amended budget. Enterprise funds were underspent compared to budget for several reasons, which include the following: \$19.8 million in savings from Capital Improvement Projects (CIP) that did not incur expenses compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type); Depreciation of \$8.7 million that is pending and has not yet been recorded; \$1.7 million in personnel cost savings; \$1.0 million in contract services budget that was not spent during the fiscal year; and \$398,610 in Supplies & Services savings.
- Special Revenue fund expenditures totaled \$17.1 million or 47% of the amended budget. Special Revenue funds include a variety of fund types, but primarily consist of various federal grants, housing grants and programs, state allocated transportation funding, and special assessment districts (such as Lighting and Landscaping). Special Revenue funds were underspent for the following reasons: \$12.9 million in savings from Capital Improvement Projects (CIP) that did not incur expenses compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type); \$1.0 million in Supplies and Services savings; \$975,250 in First-time Homebuyer assistance loans (funding has been carried-over to FY2021/22); \$610,652 in personnel cost savings; and \$230,967 related to water savings in several Lighting and Landscaping districts.
- Development/Capital funds resulted in \$15.3 million or 52% of the amended budget. Development/Capital funds were underspent largely for the following reasons: \$12.0 million in savings due to many Capital Improvement Projects (CIP) that did not incur expenses compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type); \$1.2 million in budgeted Measure F funds that were not needed to assist with the annual Community Center debt service; and \$902,699 in

funds budgeted out of Measures E/F for parks projects (funding has been carried-over to FY2021/22).

- Successor Agency ended the fiscal year with \$699,646 million in expenses or 29% of the amended budget. The budget is based on payments due for loans, but timing of reimbursement depends upon approval of and availability of funds from the State Department of Finance; loan payments will be made in FY21/22.
- Spring Lake funds ended the fiscal year with \$15.1 million in expenses or 57% of the amended budget. Spring Lake funds were underspent largely due to \$7.8 million in Capital Improvement Projects (CIP) expenses that were not incurred compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type); and \$3.5 million in planned reimbursements to developers for infrastructure constructed in Spring Lake that were not completed by the end of the year.
- Agency Funds reflect expenditures of \$5.1 million or 91% of the amended budget. Agency expenses are related to debt service payments for special districts.

*All CIP unspent budget will carry-forward to FY2021/22 and be available for planned projects.

CIP Chart

	Project Name	Amended Budget	Year-to-Date Expenditures	Balance	Percent Spent
Enterprise Funds	ASR Wells #31	\$ 5,554,781	\$ -	\$ 5,554,781	0%
	2021 Sewer/Water Repair & Replacement	\$ 4,884,860	\$ 1,261,766	\$ 3,623,094	26%
	Water System Replacement Repairs	\$ 2,515,406	\$ 23,913	\$ 2,491,493	1%
	Annual Sewer Repair and Replacement	\$ 2,056,547	\$ 11,107	\$ 2,045,440	1%
	WPCF Pond #11 Biosolids Removal	\$ 1,553,732	\$ 623,026	\$ 930,706	40%
	Wastewater Asset Replacement	\$ 850,000	\$ 6,157	\$ 843,843	1%
	Groundwater Monitoring Wells	\$ 755,000	\$ 446	\$ 754,554	0%
	FloodSAFE Yolo/Cache Creek Feasibility	\$ 1,152,428	\$ 522,748	\$ 629,680	45%
	New ASR Well Construction	\$ 384,292	\$ 41,977	\$ 342,315	11%
	Gibson Road Bicycle/Pedestrian Mobility	\$ 310,000	\$ -	\$ 310,000	0%
	Groundwater Wells Demo Project	\$ 300,000	\$ 2,629	\$ 297,371	0%
	Gibson Road Rehabilitation-CR98 to West St.	\$ 200,000	\$ -	\$ 200,000	0%
	Storm Drainage Outfall Channel Outlet	\$ 200,000	\$ 3,028	\$ 196,972	0%
	Preparation of Water Inf Risk & Resile	\$ 255,000	\$ 102,595	\$ 152,405	40%
	Preliminary Odor Abatement	\$ 144,934	\$ -	\$ 144,934	0%
	Calibrated Sewer Model	\$ 140,020	\$ -	\$ 140,020	0%
	West Woodland Safe Routes to School	\$ 151,713	\$ 21,590	\$ 130,123	14%
	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 405,882	\$ 282,018	\$ 123,864	69%
	East Main St. Improvement Project	\$ 100,000	\$ -	\$ 100,000	0%
Special Revenue Funds	Gibson Road Rehabilitation-CR98 to West St.	\$ 5,005,190	\$ 401,890	\$ 4,603,300	8%
	Gibson Road Bicycle/Pedestrian Mobility	\$ 4,135,904	\$ 202,904	\$ 3,933,000	5%
	East Main St. Improvement Project	\$ 3,483,832	\$ 33,771	\$ 3,450,061	1%
	Matmor & Gum Rehabilitation	\$ 730,268	\$ 101,766	\$ 628,502	14%
	Local Early Action Planning Grant	\$ 200,000	\$ 702	\$ 199,298	0%
	2020 ADA Improvements	\$ 200,252	\$ 25,935	\$ 174,317	13%
	Zoning Ordinance and CEQA	\$ 196,123	\$ 25,112	\$ 171,011	13%
	Crawford Park Rain Garden Demonstration	\$ 130,581	\$ 767	\$ 129,814	1%
	Gibson Road Rehabilitation-CR98 to West St.	\$ 237,000	\$ 118,558	\$ 118,442	50%
	I-5/CR 102 Interchange Landscaping	\$ 88,610	\$ -	\$ 88,610	0%
Development/ Capital Funds	Matmor & Gum Rehabilitation	\$ 3,868,715	\$ -	\$ 3,868,715	0%
	Sports Park Drive Pedestrian Overcrossing	\$ 2,777,275	\$ 491,220	\$ 2,286,055	18%
	Gibson Road Bicycle/Pedestrian Mobility	\$ 1,700,000	\$ 114,182	\$ 1,585,818	7%
	North Gibson Ponds Retention	\$ 1,305,000	\$ -	\$ 1,305,000	0%
	Enterprise System Replacement	\$ 500,000	\$ 11	\$ 499,989	0%
	New Traffic Signal-Freeway Drive/East Main Street	\$ 450,000	\$ -	\$ 450,000	0%
	New Traffic Signal-Kentucky Avenue/Cottonwood Road	\$ 449,727	\$ -	\$ 449,727	0%
	Gibson Road Rehabilitation-CR98 to West St.	\$ 300,000	\$ -	\$ 300,000	0%
	Kentucky Avenue Widening and Reconstruction	\$ 372,306	\$ 176,253	\$ 196,053	47%
	Woodland Sports Park Turf Replacement	\$ 3,245,596	\$ 3,065,562	\$ 180,034	94%
	Regional Park Site	\$ 272,052	\$ 107,560	\$ 164,492	40%
	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 849,541	\$ 709,964	\$ 139,577	84%
	FloodSAFE Yolo/Cache Creek Feasibility	\$ 274,224	\$ 155,354	\$ 118,870	57%
	Annual In-House Road Program Support	\$ 767,507	\$ 657,872	\$ 109,635	86%
	Traffic Calming Program	\$ 155,745	\$ 48,110	\$ 107,635	31%
	Storm Water Quality Design Manual Update	\$ 107,029	\$ -	\$ 107,029	0%
	E. Gibson/Harry Lorenzo/Bourn Traffic Signal	\$ 100,000	\$ -	\$ 100,000	0%
	2020 Road Maintenance Project	\$ 94,262	\$ 30,086	\$ 64,176	32%
Spring Lake Funds	Parkland Drive/Pioneer Avenue/Harry Lorenzo	\$ 2,294,000	\$ -	\$ 2,294,000	0%
	Gibson Road Interchange Modification	\$ 1,949,725	\$ 76,789	\$ 1,872,936	4%
	SR 113/CR 25 Interchange Modifications	\$ 854,007	\$ 104,622	\$ 749,385	12%
	Spring Lake Park N1, Phase 2	\$ 773,426	\$ 36,066	\$ 737,360	5%
	Harry Lorenzo/North Farmer's Central & Parkland	\$ 516,000	\$ -	\$ 516,000	0%
	Gibson Landscape Pioneer/Harry Lorenzo	\$ 400,000	\$ -	\$ 400,000	0%
	Storm Drain Channel South of Woodland Christian	\$ 400,000	\$ -	\$ 400,000	0%
	South Area Flowage Easement	\$ 299,905	\$ -	\$ 299,905	0%
	North Regional Pond & Pump Station	\$ 1,853,459	\$ 1,680,519	\$ 172,940	91%
	CR 25A - Mickle to Promenade	\$ 1,873,316	\$ 1,716,359	\$ 156,957	92%
	North Gibson Ponds Retention	\$ 101,145	\$ -	\$ 101,145	0%
	Galvin Way Storm Drain	\$ 88,000	\$ -	\$ 88,000	0%

Table 3 – All Funds Expenditures by Department

FY2020/21 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Administrative Services	\$ 17,082,369	\$ 18,006,956	\$ 18,340,894	\$ (333,938)	102%
Community Development	\$ 7,883,659	\$ 8,535,596	\$ 7,006,110	\$ 1,529,485	82%
Community Services	\$ 12,117,212	\$ 15,296,320	\$ 10,567,803	\$ 4,728,516	69%
Police	\$ 23,046,440	\$ 23,689,809	\$ 22,543,018	\$ 1,146,791	95%
Fire	\$ 12,127,709	\$ 13,960,251	\$ 13,846,962	\$ 113,290	99%
Library	\$ 2,357,610	\$ 2,392,652	\$ 1,974,588	\$ 418,064	83%
Public Works	\$ 33,171,662	\$ 35,266,473	\$ 21,872,074	\$ 13,394,399	62%
Capital Improvements	\$ 33,690,478	\$ 86,018,740	\$ 27,952,942	\$ 58,065,797	32%
Non-Departmental	\$ 43,765,782	\$ 59,749,336	\$ 54,453,570	\$ 5,295,767	91%
Total All Departments	\$ 185,242,921	\$ 262,916,132	\$ 178,557,961	\$ 84,358,171	68%

- At the end of fiscal year 2020/21, department operating expenditures were, for the most part, within the approved appropriations.
- Administrative Services ended with the fiscal year with \$18.3 million in expenses or \$333,938 over the amended budget across all funds due primarily to a payment to the City's OPEB (retiree medical) trust fund that included both FY2019/20 and FY2020/21 obligations. Changes in the structure of the City's trust fund and timing in execution of the related legal documents resulted in a delayed payment of the FY2019/20 contribution, which was instead recorded in FY2020/21.
- Community Development expenditures were under budget by 18% due primarily to personnel savings of \$1.1 million. Saving in Personnel occur when staff charge their time to capital and development projects or from various vacancies throughout the fiscal year. The majority of the saving result from engineering staff time spent on CIP projects. Supplies & Services came in under budget by \$389,853 largely attributed to Environmental Services/Economic Development/ Engineering/Building Inspection supplies and contract services savings. The unspent budget in Economic Development and Building Inspection contract services has been carried-over to FY2021/22.
- Community Services ended FY2020/21 with \$10.6 million in expenditures across all funds or 69% of the amended budget. Savings were attributed to the General Fund where \$1.3 million in savings results from personnel, supplies and services, and water usage. Measure J programs (budgeted to the General Fund) resulted in \$759,870 in savings across all programs due to changes in programming as a result of COVID; A total of \$975,250 in First Time Homebuyer Program was also unspent (funding has been carried-

over to FY2021/22); Savings of \$902,699 in funds budgeted out of Measures E/F for parks projects were unspent (funding has been carried-over to FY2021/22); The Gibson Ranch and Spring Lake Lighting and Landscape districts also had a combined savings and \$469,291 across all operations categories.

- Police ended the year with \$22.5 million in expenditures or 95% of the amended budget. Police had personnel savings in FY2020/21 from vacancies and negotiated concessions which contributed to \$603,293 in savings and also had \$546,271 in Supplies & Services savings (most of which were tied to commitments that have been carried-over into FY2021/22).
- Fire ended the year with \$13.8 million in expenditures or 99% of the amended budget. Fire also received federal grants late in the fiscal year of approximately \$254,000. Strike Team contributed to much of the personnel expenses this past year with all the wild fires throughout the state, however, with the assistance of federal grant reimbursement Fire managed to stay within budget and also had a savings of \$102,102 in this category. There were other minor savings in other operations categories, however, most of these savings have been carried-over into FY2021/22 for commitments that have been made.
- Library ended the year with \$2.0 million in expenditures across all funds or 83% of the amended budget. The majority of savings was realized in Personnel/Supplies & Services in the General Fund due to the facility closure required by the COVID restrictions. \$66,864 in facility project funding, \$23,568 in supplies/services, and \$14,478 in book program funding was carried-over into FY2021/22.
- Public Works ended the year with \$21.9 million in expenditures across all funds or 62% of the amended budget. The majority of savings came from \$9.7 million in depreciation in Internal Service and Enterprise funds that is pending and has not yet been recorded; \$2.7 million in combined personnel vacancies and supplies/services; and \$994,041 in budgeted vehicle/equipment purchases that were not made during FY2021/22 which has been carried-over into FY2021/22.
- Capital Improvements expenditures totaled \$28.0 million, which underspent the budget by \$58.1 million. Capital projects are typically long-term in nature and span multiple fiscal years, and because of this, the remaining balances in funds have been carried-over into FY2021/22. Large project variances are illustrated in the CIP Chart above.
- Non-Departmental expenditures totaled \$54.5 million or 91% of the amended budget. Expenditures budgeted in this category consist primarily of debt service payments, interfund transfers, assumed vacancy savings and payments to joint powers authorities.

Variances from budget occurred from timing delays in debt service for the former redevelopment agency, savings from the Woodland Davis Clean Water Agency, and transfers not needed for Measure F loan to Park Development funds, offset by transfers in excess of budget for Measure F revenues received.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2020/21 General Fund Revenues							
	Original Budget	Amended Budget	Projected Budget February 2021	Year-to Date Actuals	Difference from Projected Favorable/ (Unfavorable)	%	
Property Tax	\$ 13,573,501	\$ 13,782,545	\$ 13,782,545	\$ 13,720,402	\$ (62,143)	100%	
Sales Tax	\$ 21,791,673	\$ 23,978,196	\$ 23,978,196	\$ 27,620,805	\$ 3,642,609	115%	
Other Taxes	\$ 1,939,284	\$ 814,823	\$ 814,823	\$ 1,633,771	\$ 818,948	201%	
Franchise Fees	\$ 2,580,004	\$ 2,540,808	\$ 2,540,808	\$ 2,725,395	\$ 184,587	107%	
Licenses/Permits	\$ 2,714,545	\$ 3,334,561	\$ 3,334,561	\$ 3,832,286	\$ 497,725	115%	
Fines/Forfeitures	\$ 293,002	\$ 178,512	\$ 178,512	\$ 207,210	\$ 28,698	116%	
Service Charges	\$ 705,045	\$ 317,114	\$ 317,114	\$ 478,853	\$ 161,739	151%	
Motor Vehicle In Lieu	\$ 5,608,676	\$ 5,666,380	\$ 5,666,380	\$ 5,891,099	\$ 224,719	104%	
Intergovernmental	\$ 246,792	\$ 1,272,144	\$ 1,272,143	\$ 1,375,684	\$ 103,541	108%	
Lease/Interest Income	\$ 380,551	\$ 387,311	\$ 387,312	\$ 313,211	\$ (74,101)	81%	
Miscellaneous	\$ 4,139,997	\$ 5,112,337	\$ 5,111,337	\$ 5,231,055	\$ 119,718	102%	
Transfers		\$ -	\$ -	\$ -	\$ -	n/a	
Total General Fund	\$ 53,973,070	\$ 57,384,731	\$ 57,383,732	\$ 63,029,772	\$ 5,646,040	110%	

- Total General Fund revenues at fiscal year-end 2020/21 were \$63.0 million, or \$5.6 million more than the amended/projected budget. Most of the General Fund revenue categories met and/or exceeded projected budgets. Sales Tax, Hotel Transit Occupancy Tax (in the “Other Taxes” category), and Service Charges were expected to be heavily impacted by the COVID-19 pandemic. However, actual revenues exceeded projections.
- Property tax revenues generated \$13.7 million and were consistent with the projected budget.
- Sales Tax payments, which include the City’s 1% local share (known as Bradley Burns), Measure F, and Measure J, resulted in \$27.6 million or \$3.6 million more than the projected budget. The revenue received is a direct result of an increase in auto and building supply sales. The community also shifted their retail shopping experience from brick and mortar shops to online shopping thereby limiting the impact of the COVID-19 pandemic. At mid-year, staff projected \$14.9 million would be received in the City’s local share of sales tax, however, the City received \$2.7 million more than staff’s projection. The City also received \$803,945 more

revenue in Measure F and \$106,778 more revenue in Measure J compared to staff's mid-year revenue projections.

- Other Taxes category totaled \$1.6 million or \$818,948 more than the projected budget. As mentioned previously, the variance was due primarily to higher than expected hotel/motel transient occupancy tax (TOT) and property transfer tax that is collected when properties are exchanged. Although TOT revenues were impacted by the pandemic and the revenue is lower than in previous years, the revenue impact was less than anticipated at midyear.
- Licenses and Permits revenues exceeded the amended/projected budget by \$497,725. This was largely due to the City continued to issuance of building permits in new development areas.
- Service Charges, which primarily includes revenues from recreation and police programs, resulted in \$161,739 more revenue than expected. Specifically, programming at Brooks Swim Center collected \$66,511 more revenue than budgeted, Park revenue collected \$46,673 more than projected, and the Sports Park was resulted in \$42,583 more revenue than projected.
- Lease/Interest Income resulted in \$74,101 in less revenue than the projected budget, however, staff has not finished allocating interest earnings received amongst all funds and expects revenue in this category to fully meet or exceed budget projections.
- Miscellaneous revenues ended the year with \$5.2 million in revenue or \$119,718 better than the projected budget. Contributing to the positive revenue results are the Spring Lake fire district personnel and apparatus reimbursements totaling \$38,634 greater than the projected budget and Cannabis community fees that exceeded the projected budget by \$39,861.

Table 5 – General Fund Expenditures by Category

FY2020/21 General Fund Expenditures							
	Original Budget	Amended Budget	Projected Budget February 2021	Year-to Date Actuals	Difference from Amended Favorable/ (Unfavorable)	Difference from Projected Favorable/ (Unfavorable)	
Personnel	\$ 31,960,131	\$ 32,652,362	\$ 32,209,736	\$ 32,204,755	\$ 447,607	\$ 4,981	
Supplies & Services	\$ 8,169,036	\$ 9,858,611	\$ 10,020,640	\$ 7,956,754	\$ 1,901,858	\$ 2,063,886	
Education & Training	\$ 328,350	\$ 318,350	\$ 328,350	\$ 252,039	\$ 66,311	\$ 76,311	
Capital Expenditures	\$ -	\$ 60,535	\$ 20,535	\$ 47,033	\$ 13,502	\$ (26,498)	
Non-Discretionary	\$ 7,063,634	\$ 7,135,952	\$ 7,135,952	\$ 6,996,951	\$ 139,001	\$ 139,001	
Operating Transfers	\$ 7,605,388	\$ 7,741,704	\$ 7,829,365	\$ 8,545,244	\$ (803,540)	\$ (715,879)	
Total All Categories	\$ 55,126,539	\$ 57,767,515	\$ 57,544,578	\$ 56,002,776	\$ 1,764,739	\$ 1,541,802	

- End-of-year FY2020/21 General Fund expenditures totaled \$56.0 million, a savings of \$1.8 million from the amended budget, including \$1.0 in unspent Measure J funds. End-of-year expenditures also resulted in \$1.5 million less in expenditures than projected at mid-year. Although departments were able to realize savings in FY2020/21, \$1.2 million of those savings was re-appropriated to FY2021/22 to complete prior year commitments and continue work on priority projects that span multiple fiscal years. Due to re-appropriation of funds to FY2021/22, actual General Fund expenditure savings is \$333,246 million compared to the projected budget (determined at mid-year budget update).
- Personnel expenditures were \$32.2 million, which is a savings of \$447,607 compared to the amended budget. Staff had projected going over budget by \$241,605 at mid-year. Savings were primarily a result of various vacancies that occurred throughout the year.
- Both the Supplies & Services and the Education & Training categories resulted in combined savings of \$2.1 million. Of these savings, \$1.2 million were carried-over into FY2021/22 for use on approved activities. These carryovers included money for homeless activities, economic development programs, downtown initiatives, parking lot and sidewalk repairs, and Measure J program commitments.
- Capital Expenditures were underspent by \$13,502 compared to the amended budget. Staff had projected going over budget by \$7,140 at mid-year.
- Non-discretionary expenditures saved \$139,001 compared to both the amended and projected budget. Savings were a result of less water used in City parks and facilities and funds set-aside (seed funding) for future Sports Park projects (seed funding was carried over into FY2021/22).

- Operating Transfers ended the year at \$8.5 million or 110% of the amended budget. The City did exceed its Transfers budget by \$803,540 due to better than anticipated Measure F sales tax revenue. This revenue is received into the General Fund and then transferred to the Measure F fund.

Table 6 – General Fund Expenditures by Department

FY2020/21 General Fund Expenditures							
	Original Budget	Amended Budget	Projected Budget February 2021	Year-to Date Actuals	Difference from Amended Favorable/ (Unfavorable)	Difference from Projected Favorable/ (Unfavorable)	
Administrative Services	\$ 3,350,671	\$ 3,276,746	\$ 3,445,440	\$ 2,881,522	\$ 395,224	\$ 563,918	
Community Development	\$ 3,349,317	\$ 3,971,735	\$ 3,714,697	\$ 3,521,265	\$ 450,470	\$ 193,432	
Community Services	\$ 6,572,285	\$ 7,307,063	\$ 7,052,518	\$ 6,024,734	\$ 1,282,329	\$ 1,027,784	
Police	\$ 21,503,433	\$ 21,838,855	\$ 21,085,641	\$ 20,840,899	\$ 997,957	\$ 244,742	
Fire	\$ 10,873,729	\$ 11,789,186	\$ 11,926,782	\$ 11,664,942	\$ 124,244	\$ 261,840	
Library	\$ 2,224,385	\$ 2,259,427	\$ 1,999,735	\$ 1,933,575	\$ 325,852	\$ 66,160	
Public Works	\$ 637,397	\$ 649,291	\$ 614,957	\$ 593,016	\$ 56,275	\$ 21,941	
Non-Departmental	\$ 6,615,322	\$ 6,675,211	\$ 7,704,808	\$ 8,542,824	\$ (1,867,613)	\$ (838,016)	
Total All Departments	\$ 55,126,539	\$ 57,767,515	\$ 57,544,578	\$ 56,002,776	\$ 1,764,739	\$ 1,541,802	

- For FY2020/21, all departments managed their budgets and ended the year within their approved appropriations.
- Administrative Services achieved savings of \$395,224 compared to the amended budget and \$563,918 compared to the projected budget. The savings were largely in the area of City Attorney's contract costs and Finance contract services. A portion of the Finance contract services savings has been carried-over to FY2021/22 to pay for commitments such as the citywide audit and the City's annual OPEB valuation. \$38,381 was also carried-over to pay for the cost of installation of a flag pole in front of City Hall.
- Community Development achieved savings \$450,470 compared to the amended budget and \$193,432 compared to the projected budget. Savings were a result of \$252,573 in Personnel vacancies, \$175,647 in Supplies & Services, and \$22,303 in Education & Training. Of these savings, \$164,928 was carried-over into FY2021/22 for funding commitments such as contract building inspection/plan check, planning studies, and economic development initiatives.
- Community Service achieved savings \$1.3 million compared to the amended budget and \$1.0 million compared to the projected budget. Of the total savings achieved by the department, \$759,870 were from Measure J. Savings included \$332,226 in Personnel, \$763,937 in Supplies & Services, \$52,154 in Utilities, and \$79,000 in Measure J

fundraising seed funding. These savings are related to limited programming offered due to COVID restrictions. Staff had projected \$225,532 in savings at mid-year. Savings of \$472,171 for commitments made during the fiscal year including homelessness activities and Measure J fundraising seed funding have been carried-over into FY2021/22.

- Police ended the fiscal year with \$20.8 million in expenses. Police achieved savings \$997,957 compared to the amended budget and \$244,742 compared to the projected budget. Of the total savings achieved by the department, \$86,546 were from Measure J. Compared to the amended budget, savings were mostly a result of \$621,183 in Personnel vacancy savings, and \$399,940 in Supplies & Services. The department did exceed budget in other operational categories, which reduced savings by \$23,167. Savings of \$315,922 for commitments made during the fiscal year have been carried-over into FY2021/22.
- Fire had year-end savings of \$124,244 compared to the amended budget and \$261,840 compared to the projected budget. Savings were mostly due to \$46,675 in Personnel and \$59,306 in Supplies & Services. Staff had projected Fire expenses to go over budget by \$1.0 million at mid-year based on expenditure trends during the first six (6) months of operations, however, expenses trended downward after December 2020 and vacancy savings were able to offset overtime expenses. Savings of \$56,024 for commitments made during the fiscal year have been carried-over into FY2021/22.
- Library ended the fiscal year with \$1.9 million in expenses, which is \$325,852 less than the amended budget and \$66,160 less than the projected budget. Of the total savings achieved by the department, \$165,791 were from Measure J. Funding of \$66,864 in facility project funding, \$23,568 in supplies/services, and \$14,478 in book program funding were carried-over into FY2021/22.
- Public Works ended the fiscal year with \$593,016 in expenses or \$56,275 less than the amended budget and \$21,941 less than the projected budget. Most of the savings were in the Supplies & Services category.
- Non-Departmental expenditures ended the fiscal year with \$8.5 million in expenses or \$1.9 million more than the amended budget and \$838,016 more than the projected budget. The City exceeded Non-Departmental budget for two reasons: (1) the City budgets for Vacancy savings in the Non-Departmental as a negative budget, however, savings are realized at the Departmental level; (2) the City exceeded its non-department transfers budget by \$803,540 transfer due to better than anticipated Measure F sales tax revenue. This revenue is received into the General Fund and then transferred to the Measure F fund.

Table 7 – General Fund Forecast

	Mid-Year Projection	Unaudited Actuals	Difference	Adopted Budget with Revised Fund Balance
General Fund	FY2020/21	FY2020/21		FY2021/22
Beginning Balances	\$ 17,346,480	\$ 17,346,480	\$ -	\$ 22,376,969
Revenues	\$ 57,383,731 3.27%	\$ 63,029,772	\$ 3,174,954	\$ 58,319,997
Expenditures (Includes Measure J)	\$ 57,369,579 6.98%	\$ 55,570,636	\$ 1,299,145	\$ 59,119,104
Minus FY21 to FY22 Purchase Order Roll-Overs		(617,458.36)	(617,458.36)	
Minus FY21 to FY22 Carry-Over Requests		(591,098.00)	(591,098.00)	
Minus Measure J Unspent Fund Balance	248,395	(787,950)	(1,036,345.00)	-
Annual Surplus/Deficit	262,547	5,462,630	(369,092)	(799,107)
General Fund One-Time Fire Station	(432,140)	(432,140)	0	(1,063,197) (1,000,000)
General Fund Loan Repayments				
Unreserved Fund Balance	\$ 17,176,887	\$ 22,376,969	\$ 5,200,083	\$ 19,514,666
Ending Unreserved Fund Balance	\$ 17,176,887	\$ 22,376,969	\$ 5,200,083	\$ 19,514,666
Percentage (E.U.F.B./Revenues)	33.5%	39.8%		
Reserve Policy \$	\$ 10,268,322	\$ 11,236,741	\$ 968,419	\$ 10,344,919
Reserve Policy %	20.00%	20.00%		20.00%
"Excess" Fund Balance (over Reserve Target)	\$ 6,908,564	\$ 11,140,228	\$ 4,231,664	\$ 9,169,746

Fiscal Year 2020/21 Results:

The preliminary results for fiscal year 2020/21 show that the General Fund ended the year with excess revenues over expenditures, and a related net increase in unreserved fund balance of \$5.2 million compared to what was projected at mid-year. In preparation of the fiscal year 2020/21 budget, a net decrease of \$638,799 was assumed. The originally budgeted net decrease in fund balance was attributed to estimated expenditures programmed slightly over projected revenues and one-time funding appropriations.

During the development of the FY 2021/22 budget, projections were made for the ending of the fiscal year 2020/21 (Mid-year Projection); revenues were assumed to be \$57.3 million; actual results came more than that target by \$3.2 million. As discussed in other sections of this report, this variance resulted from more than expected revenue in sales tax, hotel occupancy tax (other

taxes), and Licenses & Permit revenues. Other revenue categories also exceed projected budgets, but to a lesser degree.

Expenditures ended the year under the projected \$57.4 million by \$1.3 million from a variety of savings in personnel, discretionary supplies and services and utility costs. Of these savings, \$1.2 million was carried-over for expenditure in FY2021/22. Also included in the expenditure savings are unspent Measure J allocations, which are monitored separately from the rest of the General Fund activities, but are reflected in total General Fund numbers.

The total ending fund balance in the General Fund was expected to be \$17.2 million for the fiscal year 2020/21 or 33.5% of revenues at the mid-year update. The actual fund balance at the end of FY2020/21 is \$22.4 million or 39.8% of revenues, an increase of \$5.2 million over the projected amount.

The General Fund forecast, presented with the adoption of the FY2021/22 budget, reflects projected operating deficits over the entire five year forecast timeline. The current fund balance will be a key factor in assisting the City to balance budgets throughout the forecast period and maintain reserves at the policy target of 20% of revenues. The City Council will continue to receive updates on the status of the forecast separately from and in connection with development of the FY2022/23 budget.

Lastly, the City Council adopted a General Fund reserve policy that will serve to guide staff with budget recommendations of excess fund balance through the development of the FY2022/23 budget. Priority for use of excess fund balance is given to payments toward unfunded liabilities and paying down accumulated fund deficits prior to spending money on new projects or initiatives. The guidelines outlined in the reserve policy will be used in developing recommendations as funding requests and opportunities arise throughout the fiscal year and with development of the FY2022/23 budget.

ATTACHMENT A

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2021/22 Revenues					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
General Fund	\$ 58,319,997	\$ 58,319,997	\$ 7,449,855	13%	
Special Revenue	\$ 21,466,572	\$ 21,448,717	\$ 2,535,539	12%	
Debt Service	\$ 1,547,854	\$ 1,547,854	\$ -	0%	
Development/Capital	\$ 16,662,419	\$ 16,662,419	\$ 862,250	5%	
Spring Lake	\$ 7,447,348	\$ 7,447,348	\$ 1,014,999	14%	
Enterprise Funds	\$ 51,363,343	\$ 51,363,343	\$ 14,639,308	29%	
Internal Service	\$ 20,643,905	\$ 20,643,905	\$ 1,631,067	8%	
Successor Agency	\$ 900,000	\$ 900,000	\$ -	0%	
Agency	\$ 5,623,155	\$ 5,623,155	\$ 29,015	1%	
Total All Funds	\$ 183,974,593	\$ 183,956,738	\$ 28,162,033	15%	

- All Funds revenues through the first quarter of fiscal year 2021/22 are \$28.2 million, or 15% of the amended budget.
- General Fund revenues are \$7.5 million or 13% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- Special Revenue funds (for the most part) are grant funds that are reimbursed to the City as projects make progress or special assessments with revenues that are received with property tax installments in January and May.
- Revenues in Debt Service funds come from transfers from other funds, which are typically recorded at the end of the year.
- Development/Capital revenues are \$862,250 million or 5% of the amended budget through September 30, 2021. All of the revenues received are related to Development Impact fees collected. Measure F funds are included in the Development/Capital Projects fund category, but sales tax revenues associated with Measure F have not yet been received; other revenues are dependent upon development activity.

- Spring Lake revenues are \$1.0 million or 14% of the amended budget. All of the revenues received are related to Spring Lake Infrastructure Fees collected.
- Enterprise Fund revenues are tracking as projected and consistent with respective fee studies.
- Internal Service Fund revenues are \$1.6 million or 8% of the amended budget. These revenues are primarily generated through charges to other funds throughout the year, with some large transfers typically completed later in the fiscal year.
- Successor Agency revenues are received in two installments during January and May each year.
- Agency funds are primarily pass-through special assessment funds with revenues received with property taxes in January and May each year. The revenue collected year-to-date is related to interest income earned on bond reserve funds.

Table 2 – All Funds Expenditures by Fund Type

FY2021/22 Expenditures				
	Original Budget	Amended Budget	Year-to Date Actuals	%
Internal Service	\$18,248,964	\$21,606,976	\$5,743,482	27%
General Fund	\$61,182,301	\$62,368,512	\$11,859,439	19%
Enterprise Funds	\$60,552,876	\$80,611,462	\$9,168,476	11%
Special Revenue	\$21,566,454	\$38,838,208	\$3,338,218	9%
Development/Capital	\$15,276,045	\$30,188,607	\$1,677,474	6%
Successor Agency	\$923,315	\$923,315	\$0	0%
Spring Lake	\$19,264,028	\$27,091,324	\$1,407,234	5%
Debt Service	\$1,550,344	\$1,550,344	\$769,803	50%
Agency	\$7,408,271	\$7,408,271	\$1,802,220	24%
Total All Funds	\$205,972,598	\$270,587,018	\$35,766,345	13%

- Through the first quarter of FY2021/22, All Funds expenditures totaled \$35.8 million, or 13% of the amended budget. General Fund expenditures totaled \$11.9 million, or 19% of the amended budget.
- Operating expenditures appear to be tracking within budget for all categories.
- Internal Service funds reflect expenditures of \$5.7 million, or 27% of the amended budget due mostly to up-front payments made for insurance premiums out of the Self Insurance fund and health insurance premium payments from the Benefits fund.
- Enterprise funds expenditures are \$9.2 million or 11% of the amended budget after three months of activity. This low percentage is due primarily to \$8.7 million in budgeted depreciation that is not recorded until the end of the fiscal year, \$14.4 million in debt service expenditures that generally occur in mid-fiscal year, and \$25.7 million in capital project expenses that are yet to be incurred due to timing and project schedules (see CIP Chart below).
- Special Revenue funds are at \$3.3 million or 9% of the amended budget. Of the amended budget \$5.5 million in American Rescue Plan (ARP) funds currently remain uncommitted and unspent; \$2.3 million appropriated to the East Beamer Homeless project remains unspent, and \$17.4 million in expenditures are remaining and are currently tracking lower than expected as a result of some projected that have not yet incurred costs (see CIP Chart below).
- Development/Capital funds are at \$1.7 million or 6% of the amended budget due to many of the planned capital projects budgeted within these funds that are slow in incurring expenses in the first three months of activity this fiscal year. There are \$20.0 million in planned project expenses that have yet to be incurred (see CIP Chart below).
- Spring Lake funds are at \$1.4 million or 13% of the amended budget. Spring Lake funds also include capital projects and developer reimbursements that vary in timing of expenditures. There are \$10.2 million in planned project expenses that have yet to be incurred (see CIP Chart below). Staff has also budgeted \$15.0 million in reimbursements to developers for infrastructure projects, of which only \$1.2 million has been spent to date.
- Debt Service fund expenditures are \$769,803 or 50% of the amended budget with other payments due later in the year.

- Agency funds reflect expenditures totaling \$7.4 million or of 24% of the amended budget due to debt service payments made on certain bonds during the first quarter.

CIP Chart

	Project Name	Amended Budget	Year-to-Date		Percent	
			Expenditures	Balance	Spent	
Enterprise Funds	ASR Wells #31	\$ 5,554,781	\$ -	\$ 5,554,781	0%	
	2022 Sewer/Water Repair & Replacement	\$ 4,740,000	\$ 9,058	\$ 4,730,942	0%	
	2021 Sewer/Water Repair & Replacement	\$ 4,173,094	\$ 997,837	\$ 3,175,257	24%	
	Annual Sewer Repair and Replacement	\$ 2,885,439	\$ 84,811	\$ 2,800,628	3%	
	Water System Replacement Repairs	\$ 2,491,493	\$ 80,186	\$ 2,411,307	3%	
	Groundwater Monitoring Wells	\$ 1,554,554	\$ 1,165	\$ 1,553,389	0%	
	FloodSAFE Yolo/Cache Creek Feasibility	\$ 629,681	\$ 33,878	\$ 595,803	5%	
	WPCF Pond #11 Biosolids Removal	\$ 906,340	\$ 329,857	\$ 576,483	36%	
	Replacement of Orangeberg Sewer Laterals	\$ 568,560	\$ -	\$ 568,560	0%	
	Wastewater Asset Replacement	\$ 850,000	\$ 6,157	\$ 843,843	1%	
	Large Diameter WW Pipeline Repair/Replacement	\$ 400,000	\$ -	\$ 400,000	0%	
	2023 Water/Sewer Replacement Project	\$ 400,000	\$ -	\$ 400,000	0%	
	Sports Park Drive Pedestrian Overcrossing	\$ 350,000	\$ -	\$ 350,000	0%	
	New ASR Well Construction	\$ 342,315	\$ -	\$ 342,315	0%	
	Groundwater Monitoring Wells	\$ 795,000	\$ 25,288	\$ 769,712	3%	
	Treatment Plant Biosolids	\$ 310,268	\$ 1,961	\$ 308,307	1%	
	Groundwater Wells Demo Project	\$ 297,371	\$ -	\$ 297,371	0%	
	Gibson Road Rehabilitation-CR98 to West St.	\$ 200,000	\$ -	\$ 200,000	0%	
	Water Meter Replacement	\$ 200,000	\$ -	\$ 200,000	0%	
	Preliminary Odor Abatement	\$ 154,934	\$ -	\$ 154,934	0%	
	Preparation of Water InfRisk & Resile	\$ 152,205	\$ 4,733	\$ 147,472	3%	
	Gibson Road Bicycle/Pedestrian Mobility	\$ 310,000	\$ -	\$ 310,000	0%	
	Calibrated Sewer Model	\$ 140,020	\$ -	\$ 140,020	0%	
	Kentucky Avenue Widening and Reconstruction	\$ 136,216	\$ -	\$ 136,216	0%	
	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 123,864	\$ -	\$ 123,864	0%	
Special Revenue Funds	East Main St. Improvement Project	\$ 6,865,061	\$ 92,816	\$ 6,772,245	1%	
	Gibson Road Rehabilitation-CR98 to West St.	\$ 4,603,300	\$ 14,516	\$ 4,588,784	0%	
	Gibson Road Bicycle/Pedestrian Mobility	\$ 3,933,000	\$ -	\$ 3,933,000	0%	
	Matmor & Gum Rehabilitation	\$ 1,328,502	\$ 91,538	\$ 1,236,964	7%	
	ADA Improvements	\$ 200,000	\$ -	\$ 200,000	0%	
	Zoning Ordinance and CEQA	\$ 171,011	\$ -	\$ 171,011	0%	
	Local Early Action Planning Grant	\$ 199,298	\$ 30,863	\$ 168,435	15%	
	2020 ADA Improvements	\$ 174,317	\$ 31,048	\$ 143,269	18%	
Development/ Capital Funds	Sports Park Drive Pedestrian Overcrossing	\$ 6,396,055	\$ 149,958	\$ 6,246,097	2%	
	Matmor & Gum Rehabilitation	\$ 4,368,714	\$ -	\$ 4,368,714	0%	
	Gibson Road Bicycle/Pedestrian Mobility	\$ 2,709,435	\$ 89,985	\$ 2,619,450	3%	
	2020 Road Maintenance Project	\$ 1,604,176	\$ 195,057	\$ 1,409,119	12%	
	North Gibson Ponds Retention	\$ 1,305,000	\$ -	\$ 1,305,000	0%	
	Annual In-House Road Program Support	\$ 764,454	\$ 29,577	\$ 734,877	4%	
	Enterprise System Replacement	\$ 499,589	\$ 2,274	\$ 497,315	0%	
	New Traffic Signal-Freeway Drive/East Main Street	\$ 450,000	\$ -	\$ 450,000	0%	
	New Traffic Signal-Kentucky Avenue/Cottonwood Road	\$ 449,727	\$ -	\$ 449,727	0%	
	Gibson Road Rehabilitation-CR98 to West St.	\$ 449,432	\$ 48,593	\$ 400,839	11%	
	Kentucky Avenue Widening and Reconstruction	\$ 392,106	\$ 447	\$ 391,659	0%	
	Woodland Sports Park Turf Replacement	\$ 180,034	\$ -	\$ 180,034	0%	
	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 139,578	\$ 234	\$ 139,344	0%	
	Regional Park Site	\$ 164,492	\$ 38,929	\$ 125,563	24%	
	Storm Water Quality Design Manual Update	\$ 107,029	\$ -	\$ 107,029	0%	
	E. Gibson/Harry Lorenzo/Bourn Traffic Signal	\$ 100,000	\$ -	\$ 100,000	0%	
	2021 Road Maintenance/Rehabilitation	\$ 100,000	\$ -	\$ 100,000	0%	
Spring Lake Funds	Parkland Drive/Pioneer Avenue/Harry Lorenzo	\$ 2,294,000	\$ -	\$ 2,294,000	0%	
	Gibson Road Interchange Modification	\$ 2,287,936	\$ -	\$ 2,287,936	0%	
	SR 113/CR 25 Interchange Modifications	\$ 1,714,385	\$ 22,078	\$ 1,692,307	1%	
	Spring Lak Neighborhood Park	\$ 1,126,667	\$ -	\$ 1,126,667	0%	
	Spring Lake Park N1, Phase 2	\$ 737,360	\$ 51,465	\$ 685,895	7%	
	Harry Lorenzo/North Farmer's Central & Parkland	\$ 516,000	\$ -	\$ 516,000	0%	
	Gibson Landscape Pioneer/Harry Lorenzo	\$ 400,000	\$ -	\$ 400,000	0%	
	Storm Drain Channel South of Woodland Christian	\$ 400,000	\$ -	\$ 400,000	0%	
	South Area Flowage Easement	\$ 299,905	\$ -	\$ 299,905	0%	
	CR 25A - Mickle to Promenade	\$ 156,957	\$ -	\$ 156,957	0%	
	North Gibson Ponds Retention	\$ 101,145	\$ -	\$ 101,145	0%	

Table 3 – All Funds Expenditures by Department

FY2021/22 Expenditures					
	Year-to Date				
	Original Budget	Amended Budget	Actuals	%	
Administrative Services	\$ 19,052,223	\$ 19,148,908	\$ 6,039,861	32%	
Community Development	\$ 8,437,929	\$ 8,738,712	\$ 2,131,099	24%	
Community Services	\$ 12,555,312	\$ 18,270,668	\$ 3,836,845	21%	
Police	\$ 25,174,266	\$ 25,575,278	\$ 5,114,605	20%	
Fire	\$ 13,014,082	\$ 13,085,106	\$ 3,630,163	28%	
Library	\$ 2,295,463	\$ 2,400,373	\$ 516,438	22%	
Public Works	\$ 32,227,659	\$ 34,169,968	\$ 5,302,473	16%	
Capital Improvements	\$ 23,664,717	\$ 79,795,435	\$ 3,330,936	4%	
Non-Departmental	\$ 69,550,947	\$ 69,441,070	\$ 5,870,688	8%	
Total All Departments	\$ 205,972,598	\$ 270,625,518	\$ 35,773,109	13%	

- At the end of the first quarter of fiscal year 2021/22, all departments appear to be tracking closely to budget.
- Administrative Services is trending slightly above budget for the first three months of operations due to Insurance Premiums that are paid at the beginning of the fiscal year.
- Fire is also trending slightly higher than other departments for the first three months of operations due to overtime costs incurred related to Strike Team deployments. Budget adjustments will likely be needed at mid-year to account for these reimbursable expenses.
- Public Works is trending lower than other departments. This low percentage is due primarily to \$9.7 million in budgeted depreciation that is not recorded until the end of the fiscal year.
- Capital Improvements are dependent upon project activity, which has been fairly slow through the first quarter of FY2021/22 (refer to CIP Chart above for detailed analysis).
- Non-Departmental budgets include debt service payments and inter-fund transfers. The debt service payments are due periodically throughout the year, and the transfers are generally recorded at fiscal year-end, when operating results are known.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2021/22 General Fund Revenues					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Property Tax	\$ 13,999,344	\$ 13,999,344	\$ -	0%	
Sales Tax	\$ 26,235,600	\$ 26,235,600	\$ 4,985,723	19%	
Other Taxes	\$ 1,529,752	\$ 1,529,752	\$ 275,804	18%	
Franchise Fees	\$ 2,681,304	\$ 2,681,304	\$ 167,323	6%	
Licenses/Permits	\$ 2,549,135	\$ 2,549,135	\$ 893,191	35%	
Fines/Forfeitures	\$ 229,905	\$ 229,905	\$ 18,229	8%	
Service Charges	\$ 455,784	\$ 455,784	\$ 128,803	28%	
Motor Vehicle In Lieu	\$ 6,024,050	\$ 6,024,050	\$ -	0%	
Intergovernmental	\$ 243,175	\$ 243,175	\$ 7,112	3%	
Lease/Interest Income	\$ 369,977	\$ 369,977	\$ 16,370	4%	
Miscellaneous	\$ 4,001,971	\$ 4,001,971	\$ 957,299	24%	
Total General Fund	\$ 58,319,997	\$ 58,319,997	\$ 7,449,855	13%	

- Through the end of the first quarter of FY2021/22, General Fund revenues are \$7.5 million or 13% of the amended budget.
- The City will not receive the first installment of property tax payments until January 2022. Information received from Yolo County indicates that the total assessed value increased by 5.77% from the prior year; the FY2021/22 budget assumed a 3% growth factor.
- A small portion of Sales Tax payments or 18% of the amended budget has been received through the month of September 2021. Projections for fiscal year activity are closely monitored by staff and will be updated with midyear projections.
- Licenses and Permit revenue is trending higher than most categories due to housing and commercial development activity that is generally higher during the summer months. Most of the favorable revenue received in the first three months of activity are related to Engineering/Building plan check and inspection.
- The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May. These revenues trend in line with changes to assessed value, therefore the annual change will be consistent with the property tax information noted above.

- Intergovernmental revenue has received \$7,112 or 3% of the amended budget. This is due Office of Traffic Safety (OTS) Grant reimbursement this fiscal year. Remaining revenues will be received later in the fiscal year.
- Lease and Interest Income revenue was at \$16,370 or 4% of the amended budget due to cell tower lease revenue and electronic billboard revenues received. Most of the budget in this category is from interest earned on citywide investments, which will not be allocated until the end of the fiscal year.

Table 5 – General Fund Expenditures by Category

FY2021/22 General Fund Expenditures					
	Year-to Date				
	Original Budget	Amended Budget	Actuals	%	
Personnel	\$ 34,537,650	\$ 34,547,650	\$ 8,979,658	26%	
Supplies & Services	\$ 9,086,857	\$ 10,187,933	\$ 915,780	9%	
Education & Training	\$ 337,350	\$ 337,350	\$ 52,332	16%	
Capital Expenditures	\$ -	\$ 6,538	\$ 6,538	100%	
Non-Discretionary	\$ 7,313,345	\$ 7,381,941	\$ 1,905,130	26%	
Operating Transfers	\$ 9,907,099	\$ 9,907,099	\$ -	0%	
Total All Categories	\$ 61,182,301	\$ 62,368,512	\$ 11,859,439	19%	

- Through the first quarter of FY2021/22, General Fund expenditures (not including encumbrances) total \$11.9 million or 19% of the amended budget.
- Personnel costs are trending to be on target with budget, at 26% of amended budget through the first quarter.
- Supplies & Services/Education & Training expenses are trending to within budget at 9% (combined) of amended budget through the first quarter. Expenses within these categories vary depending on when services are needed and when training takes place.
- Capital Expenditures are at 100% of budget due to a one-time purchase of bleachers by the Community Services department.

- Operating Transfers consist primarily of the transfer of Measure F sales tax received to the capital projects fund, as well as the annual subsidy for the Storm Drain and Cemetery operations. Fund transfers are typically recorded toward the end of the fiscal year, when more accurate information is available regarding required transfer amount.

Table 6 – General Fund Expenditures by Department

FY2021/22 General Fund Expenditures					
	Year-to Date				
	Original Budget	Amended Budget	Actuals	%	
Administrative Services	\$ 3,406,287	\$ 3,492,457	\$ 736,447	21%	
Community Development	\$ 3,262,973	\$ 3,527,901	\$ 803,204	23%	
Community Services	\$ 7,178,464	\$ 7,650,636	\$ 1,599,268	21%	
Police	\$ 23,083,763	\$ 23,377,339	\$ 4,742,491	20%	
Fire	\$ 11,697,697	\$ 11,768,721	\$ 3,322,455	28%	
Library	\$ 2,161,761	\$ 2,266,671	\$ 498,376	22%	
Public Works	\$ 685,098	\$ 688,407	\$ 149,926	22%	
Non-Departmental	\$ 9,706,258	\$ 9,596,381	\$ 7,273	0%	
Total All Departments	\$ 61,182,301	\$ 62,368,512	\$ 11,859,439	19%	

- After the first quarter of FY2021/22, most departments appear to be tracking in line with the amended budget; amounts and will continue to be monitored and updated throughout the year.
- Non-Departmental expenditures consist primarily of the transfer of Measure F sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. There is a minor expense of \$7,273 in the first three months of activity related to COVID janitorial services and credit card expenses. Expenses in this category are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the transfer actually required.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 16, 2021
ITEM #: J.19
SUBJECT: Rotation of Mayor and Mayor Pro Tempore

Recommendation for Action: Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the following year, effective at the first meeting in December 2021.

Staff Contact: Ken Hiatt, City Manager, (530) 661-5800, ken.hiatt@cityofwoodland.org

Fiscal Impact: There is no fiscal impact associated with the staff recommendation contained in this report.

Background:

In conjunction with the City's transition from At-Large Council elections to Council elections By-District, in the fall of 2016 the City Council amended Article II of the Municipal Code establishing annual rotating terms for the office of Mayor and Mayor Pro Tempore.

Specifically, the Municipal Code provides that:

At the first City Council meeting in December of every odd year (and the first meeting following the certification of election results of any municipal general election), the city council shall designate its presiding officer who shall have the title of mayor. The council member who served as Mayor Pro Tempore immediately prior to this meeting shall be designated as mayor. (Section 221).

Additionally, at the same meeting at which the Mayor is selected, the City Council shall also designate one of its members as Mayor Pro Tempore, who shall perform the duties of the mayor during the mayor's absence or disability. The mayor pro tempore shall be selected from among the council members on a rotating basis in accordance with their district numbers. (Section 223).

The Municipal Code further states that both the Mayor and Mayor Pro Tempore serve in their respective capacities at the pleasure of the City Council.

Discussion:

Currently, Council member Tom Stallard (District 2) serves as Mayor and Council member Mayra Vega (District 5) serves as Mayor Pro Tempore. Pursuant to the process spelled out in the Municipal Code, Council member Mayra Vega would be in line to be designated as Mayor and Council member Vicky Fernandez (District 4) would be designated as Mayor Pro Tempore.

Both positions would be held for a period of one year, with the next rotation occurring at the first regular meeting following certification of the election results of the November 2022 municipal general election.

Conclusion:

Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code, effective at the Council's first meeting in December 2021.

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

Ken Hiatt
City Manager

Attachments:

1. Title 2 - Mayor and Mayor Pro Tempore

Chapter 2.08 MAYOR AND MAYOR PRO TEMPORE

2.08.010 Appointment and removal.

A. During the first City Council meeting following the certification of election results after any general municipal City election at which Council members are elected and during the first City Council meeting in December of every odd year beginning in 2017, the City Council shall meet and designate its presiding officer who shall have the title of Mayor. The Council member who served as Mayor Pro Tempore in accordance with Section [2.08.030](#) immediately prior to this meeting shall be designated as Mayor. The Mayor shall serve a term of one year. The Mayor shall serve in this capacity at the pleasure of the City Council.

B. Should the person who was selected as Mayor Pro Tempore in accordance with Section [2.08.030](#) no longer be a Council member at the time of the above-referenced meeting, the remaining Council members shall select one of their number as Mayor by a majority vote. (Prior code § 2-2-1)

2.08.020 Duties of Mayor.

The Mayor shall perform those duties required by law or which, consistent with the office, the Mayor voluntarily assumes within the limitations of the law and the limitations imposed by the Council. (Prior code § 2-2-2)

2.08.030 Mayor Pro Tempore.

At the same meeting at which the Mayor is selected in accordance with Section [2.08.010](#)(A), the City Council shall also designate one of its members as Mayor Pro Tempore, who shall perform the duties of the Mayor during the Mayor's absence or temporary disability. The Mayor Pro Tempore shall be selected from among the Council members on a rotating basis in accordance with their district numbers. The Mayor Pro Tempore shall serve in this capacity for one year and shall serve at the pleasure of the City Council. (Prior code § 2-2-3)

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