



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

March 1, 2022
6:00 PM

CITY COUNCIL

PLEASE NOTE: The March 1, 2022 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.

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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 5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNCIL - Anticipated Litigation
Significant exposure to litigation pursuant to Sec. 54956.9(b) (one case)

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: City Council Meeting Minutes of February 1, 2022 and February 15, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 1, 2022 and February 15, 2022.

4. SUBJECT: March 2022 Women's History Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim March 2022 as Women's History Month, themed "Women Providing Healing, Promoting Hope".

5. SUBJECT: Designation of March 12, 2022 as Arbor Day

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, designating March 12, 2022 as Arbor Day in the City of Woodland.

6. 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.

7. SUBJECT: Final Subdivision Map 4856, Prudler Phase 1 and Final Subdivision Map 5121, Prudler Phase 2, and associated Subdivision Improvement Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 4856, Prudler Phase 1, and Final Subdivision Map 5121, Prudler Phase 2; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

8. SUBJECT: 2020 Homeland Security Grant Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$45,805 to the Other Federal Grants Fund (330) for the purchase of Self-Contained Breathing Apparatus cylinders as awarded under the 2020 Homeland Security Grant Program.

9. SUBJECT: Woodland Fire Department Annual Inspection Compliance Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, acknowledging the City of Woodland Fire Department's Compliance with 13146.2 and 13146.3 of the California Health and Safety Code.

10. SUBJECT: Second Reading and Adoption of Personal Cultivation of Cannabis Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1682, An Ordinance of the City Council of the City of Woodland, California Amending Section 17.108.070 of the Woodland Municipal Code to Change the Penalty Provisions for Violations of Chapter 17.108 Regarding Personal Cultivation of Cannabis.

11. SUBJECT: Contract with Mark Thomas for Caltrans Project Report for SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Create a new capital project, SR 113/CR 25A Ultimate Interchange Improvement Project, CIPImprovement Project, CIP #21-14; 2) Appropriate \$300,000 from the Road Development Fund (582) to the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP 21-14; 3) Authorize the City Manager to execute a consultant agreement with Mark Thomas in the amount of \$235,136 for preparation of a Caltrans Project Report for the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14.

12. SUBJECT: Revised City Council Resolution for State Homekey Application (Permanent Supportive Housing Project)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the submittal of a State Homekey grant application for up to \$16,000,000 to support the purchase of modular housing units for the 61-unit Permanent Supportive Housing project at the East Beamer Way development site.

13. SUBJECT: Contract Amendment with Lisa Wise Consulting for the Comprehensive Zoning Code Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to; (a) reallocate \$79,700 of funding from the Local Early Action Planning (LEAP) State Planning Grants Program (CIP #21-08) to the Comprehensive Zoning Code Update Project (CIP #07-07)- Fund 325; (b) re-allocate \$65,000 of Regional Early Action Planning (REAP) grant funding from the Cost Recovery Fee Analysis project (CIP #22-11) to the Comprehensive Zoning Code Update Project (CIP #07-07);(c) authorize the City Manager to execute an Agreement with the State Department of Housing and Community Development for the LEAP Planning Grant Program amended grant allocation; and (d) authorize the City Manager to execute Contract Amendment No. 3 with Lisa Wise Consulting, Inc. (LWC) for Planning Services for the Comprehensive Zoning Code Update, authorizing an additional \$130,830 in funding for a total contract amount of \$525,600.

14. SUBJECT: Award Construction Contract and Construction Inspection Consultant Agreement for the 2022 Water & Sewer Repair & Replacement Project, CIP #21-01

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2022 Water & Sewer Repair & Replacement Project, CIP 21-01; (2) Award a construction contract in the amount of \$3,742,116 to Argonaut Constructors for the 2022 Water & Sewer Repair & Replacement Project (CIP 21-01) and authorize a contract contingency of up to 10% (\$374,212), and (3) Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$194,247.24, authorize a contingency of up to 10% (\$19,425), and authorize the City Manager to execute the agreement.

I. REPORTS OF THE CITY MANAGER

15. SUBJECT: Fiscal Year 2021/22 Mid-Year Budget Update

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive a mid-year update on the Fiscal Year 2021/22 Budget.

16. SUBJECT: Fiscal Year 2021/22 Mid-Year Budget Adjustments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2021/22 Budget Totaling \$6,141,756 and authorizing amendments to authorized positions as outlined in Exhibit B.

J. 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, March 1, 2022 was posted on Friday, February 25, 2022 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

A handwritten signature in black ink, appearing to read 'Ana B. Gonzalez', with a large, stylized flourish at the end.

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: March 1, 2022
ITEM #: G.2
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

MARCH 15TH

REGULAR MEETING

Boards and Commissions - Recruitment Period Kick-off
Public Works Quarterly Report
American Rescue Plan Update
Animal Services Review
2021/22 Council Goals and Strategic Plan Update
Public Hearing – Council Districts: Preliminary Map

APRIL 5TH

REGULAR MEETING

City Council Meeting Minutes of March 1, 2022 and March 15, 2022
Summer 2022 FLA Academy
Spring Budget Workshop
City Council Redistricting
Second Aquatic Complex Project Update – Approve Design Consultant
Annual Weed Abatement Process
Public Hearing – Council Districts: Adoption of Final Map

APRIL 19TH

REGULAR MEETING

Amendment to Chapter 17.110 of City's Zoning Ordinance related to Commercial Cannabis Retail Use in the City of Woodland and Amendment to Chapter 5.28 of Municipal Code related to Cannabis Business Permits
Update on Brand and Logo Process
Approve Plans and Authorize Bid for Spring Lake Neighborhood Park Improvements
Cannabis Retail Ordinance

MAY 10TH

REGULAR MEETING

Woodland Research Technology Park – EIR Specific Plan Adoption
Measure E / F & J / R Spending Plans

Future Topics / Study Sessions:

Outdoor Dining Parklet - Temporary Ordinance (TBD)
Waste Management Residential Smart Truck (TBD)
Rule 20A Undergrounding District (TBD)
Comprehensive Zoning Update (Summer/Fall 2022)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.3
SUBJECT: City Council Meeting Minutes of February 1, 2022 and February 15, 2022

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 1, 2022 and February 15, 2022

Staff Contact:

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

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

Ken Hiatt
City Manager

Attachments:

1. 02.01.2022 CC DRAFT Mins
2. 02.15.2022 CC DRAFT Mins

City of Woodland

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300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, February 1, 2022

6:00 PM

City Council

CITY COUNCIL

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CLOSED SESSION 5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representative: City Manager and Director of Administrative Services

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

C. CALL TO ORDER

Meeting called to order at 6:00 PM.

D. ROLL CALL

All Council Members present via roll call vote.

PRESENT: Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega

ABSENT: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Community Services Director Christine Engel.

F. COMMUNICATIONS - PUBLIC COMMENT

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An e-mail received from the Lopez Family regarding traffic on Thomas Street was read into the record.

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.

Verbal updates provided by Council Members/Staff.

H. CONSENT CALENDAR

3. SUBJECT: City Council Meeting Minutes of January 4, 2022 and January 18, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 4, 2022 and January 18, 2022.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 4, 2022 and January 18, 2022.

4. SUBJECT: Parks & Recreation Commission Meeting Minutes of November 22, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive September 27, 2021, Parks & Recreation Commission Meeting Minutes.

Received the September 27, 2021, Parks & Recreation Commission Meeting Minutes.

5. 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.

Adopted RESOLUTION NO. 7847, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS.

6. SUBJECT: Second Reading - Adoption of Ordinances related to the Formation of Community Facilities District No. 2022-1 (Prudler Services) and Annexation into Spring Lake Maintenance Community Facilities District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the following two ordinances:

Ordinance No. 1680, Levying and Apportioning the Special Tax in Community Facilities District No. 2022-1 (Prudler Services);

Ordinance No. 1681, Levying and Apportioning the Special Tax in Territory Annexed to the City of Woodland Spring Lake Maintenance Community Facilities District.

Adopted ORDINANCE NO. 1680, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND LEVYING AND APPORTIONING THE SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (PRUDLER SERVICES) and ORDINANCE NO. 1681, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO THE CITY OF WOODLAND SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT - Annexation No. 4.

7. SUBJECT: State Route 113/County Road 25A Interchange Modifications Project, CIP 20-05 - Construction Contract Termination for Convenience with Granite Rock Company

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving construction contract termination for convenience by mutual agreement of both parties with Granite Rock Company for the State Route 113/County Road 25A Interchange Modifications Project (CIP 20-05).

Adopted RESOLUTION NO. 7848, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TERMINATING THE CONSTRUCTION CONTRACT FOR CONVENIENCE FOR THE STATE ROUTE 113/COUNTY ROAD 25A INTERCHANGE MODIFICATIONS PROJECT, CIP #20-05.

8. SUBJECT: SACOG MOU for the REAP Grant and Professional Services Agreement with Opticos Design for the Armfield-Lemen Ave REAP Grant, CIP

RECOMMENDATION FOR ACTION: Staff recommends that Council adopt Resolution No. _____, to appropriate \$234,750 in the State Grant Fund (Fund 325) for the Armfield-Lemen Avenue REAP Grant Project, CIP #22-12 and authorize the City Manager to execute a Memorandum of Understanding (MOU) with SACOG for the REAP grant and execute a professional services agreement with Opticos Design for the same amount.

Adopted RESOLUTION NO. 7849, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A MOU WITH SACOG FOR THE ARMFIELD –LEMEN AVENUE REAP GRANT PROJECT, CIP #22-12.

9. SUBJECT: Master Equity Lease, Consignment Auction and Customer Sale Agreements for multiple vehicles with Enterprise Fleet Management

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to enter into agreements with Enterprise Fleet Management, subject to minor revisions approved by the City Manager and City Attorney to conform to applicable law and City interests, authorizing the procurement and disposal of City vehicles

Adopted RESOLUTION NO. 7850, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND Authorize the City Manager to enter into a Master Equity Lease, Consignment Auction and Customer Sale Agreements for multiple vehicles with Enterprise Fleet Management.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 3 through 9.

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

I. REPORTS OF THE CITY MANAGER

10. SUBJECT: Microtransit Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on efforts to bring Microtransit to Woodland.

Received an update from Communications Manager Spencer Bower on the efforts to bring Microtransit to Woodland.

11. SUBJECT: 2020 Census Data

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on 2020 US Census data.

Received an update from Communications Manager Spencer Bowen on the 2020 Census data.

J. ADJOURN

Meeting adjourned at 7:12 PM in memory of former Police Chief Jerry Witham, Police Officer Tyler Lenehan from the City of Elk Grove and Fire Captain Max Fortuna from the City of Stockton.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, February 15, 2022

6:00 PM

City Council

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

PLEASE NOTE: The February 15, 2022 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.

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Meeting ID: 997 5902 6181

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Public Recognition and Appreciation for Police Service Dog Chase

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize Police Service Dog Chase for his seven years of loyal service to the community of Woodland.

Recognized Police Service Dog Chase for his seven years of loyal service to the community of Woodland.

G. CONSENT CALENDAR

3. SUBJECT: Planning Commission Meeting Minutes July 1, 2021, August 5, 2021 and October 7, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the July 1, 2021, August 5, 2021 and October 7, 2021 Planning Commission Meeting Minutes.

Received the July 1, 2021, August 5, 2021 and October 7, 2021 Planning Commission Meeting Minutes.

4. SUBJECT: Fire Department Annual Status Report 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Annual Status Report for 2021.

Accepted the Fire Department Annual Status Report for 2021.

5. SUBJECT: Police Department Quarterly Status Report for the period of October 2021 through December 2021.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

accept the Police Department quarterly status report for October 2021 through December 2021.

Accepted the Police Department quarterly status report for October 2021 through December 2021.

6. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter ended December 31, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2021.

Accepted the quarterly Treasurer's Investment Report for the quarter ended December 31, 2021.

7. SUBJECT: Salvation Army Requested sale and conveyance of real property for LLA correction

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, declaring a 348.48 square foot area of City property to be exempt surplus land, and authorize the sale of the property to the Salvation Army Western Terminal Headquarters. Upon approval of the sale, City staff will concurrently process a lot line adjustment to rectify a condition in which a building was built over the property line, at 436 College Street (APN 006-607-010), and City property (APN 006-607-009).

City Manager Ken Hiatt made a supplemental recommendation to this item to provide additional authority to the City Manager and direction to staff to negotiate a Facade Easement on the north wall of the property subject to the LotLine adjustment.

Adopted RESOLUTION NO. 7851, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY OF WOODLAND AND CONSTITUTING A PORTION OF ASSESSOR'S PARCEL NUMBER 006-607-009 IS EXEMPT SURPLUS LAND, AND AUTHORIZING THE SALE OF SUCH REAL PROPERTY TO THE SALVATION ARMY WESTERN TERMINAL HEADQUARTERS.

8. SUBJECT: Revisions to the Redevelopment and Housing Analyst Job Description

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt changes to the Housing Analyst I/II in the Mid Management Professional Association (MMPA) and approve the current salary range of 120 and 124 and the attached salary schedule reflecting the title change.

Adopted changes to the Housing Analyst I/II Job Description in the Mid Management Professional Association (MMPA) and approved the current salary range of 120 and 124 and the attached salary schedule reflecting the title change.

9. SUBJECT: Increase in Construction Contingency 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 an increase in construction contingency up to \$526,478 for a total contract amount of up to \$4,791,256.50 for the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14.

Adopted RESOLUTION NO. 7852, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN INCREASE IN CONSTRUCTION CONTINGENCY FOR CIP 20-14, THE 2021 SEWER & WATER REPAIR & REPLACEMENT PROJECT.

10. SUBJECT: Black History Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim the month of February 2022, as "Black History Month."

Proclaimed the month of February 2022, as "Black History Month."

11. SUBJECT: Proclaim Women in Construction Week

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim March 6-12, 2022 as Women in Construction Week.

Proclaimed March 6-12, 2022 as Women in Construction Week.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 3 through 11.

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

NOES: None

H. REPORTS OF THE CITY MANAGER

12. SUBJECT: Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05; Approve Plans and Specifications and Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Lansburgh and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7853, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING BID ADVERTISEMENT FOR THE MATMOR ROAD AND E. GUM AVENUE REHABILITATION PROJECT, CIP 19-05.

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

NOES: None

13. SUBJECT: Personal Cultivation of Cannabis Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, amending the penalties to the Personal Cultivation of Cannabis Ordinance 17.108.070.

This item was inadvertently placed on the agenda as the adoption of a resolution. City Attorney Ethan Walsh clarified that the action is the introduction of the proposed ordinance and waive the first reading. This ordinance will come back to Council for adoption.

On a motion by Council Member Stallard, seconded by Mayor Vega and carried

unanimously on a 5-0 roll call vote, Council Members introduced and waived the first reading of an ordinance of the City Council of the City of Woodland, California Amending Section 17.108.070 of the Woodland Municipal Code to Change the Penalty Provisions for Violations of Chapter 17.108 Regarding Personal Cultivation of Cannabis.

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

NOES: None

I. ADJOURN

Meeting adjourned at 6:59 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.4
SUBJECT: March 2022 Women's History Month

Recommendation for Action: Staff recommends that the City Council proclaim March 2022 as Women's History Month, themed "Women Providing Healing, Promoting Hope".

Staff Contact:

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

Discussion:

Council has shown their support in the past for Women's History Month via issuance of a proclamation.

The theme for this year is "Women Providing Healing, Promoting Hope." This theme is a tribute to the ceaseless work of caregivers and frontline workers during this ongoing pandemic and also a recognition of the thousands of ways that women of all cultures have provided healing and hope throughout history.

Women as healers goes back to ancient times. Healing is the personal experience of transcending suffering and transforming it into wholeness. The gift of hope spreads light to the lives of others and reflects a belief in the unlimited possibilities of this and future generations. Together, healing and hope are essential fuels for our dreams and our recovery.

This year, in particular, we are reminded of the importance of healers and caregivers who are helping to promote and sustain hope for the future. The National Women's History Alliance encourages communities throughout the country to honor local women who bring and have historically brought these priceless gifts to their families, workplaces, and neighborhoods, sometimes at great sacrifice. These are the women who, as counselors and clerics, artists and teachers, doctors, nurses, mothers, and grandmothers listen, ease suffering, restore dignity, and make decisions for our general, as well as our personal welfare.

Women have long advocated for compassionate treatments and new directions in public health and in women's mental and physical health. Women have also historically led the way in mending divisions, healing wounds, and finding peaceful solutions. This timeless work, in so many ways and in addition to so many other tasks, has helped countless individuals in our communities recover and follow their dreams.

The March 2022 theme proudly honors those who, in both public and private life, provide healing and promote hope for the betterment of all.

Prepared by: Ana B. Gonzalez, City Clerk

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

Ken Hiatt
City Manager

Attachments:

1. Proclamation Attachment Forthcoming

PROCLAMATION

ATTACHMENT

FORTHCOMING



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.5
SUBJECT: Designation of March 12, 2022 as Arbor Day

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, designating March 12, 2022 as Arbor Day in the City of Woodland.

Staff Contact: Westley Schroeder, Park Superintendent, (530) 661-5958,
westley.schroeder@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact of this action. The approved City budget allocates funding to support the City's management of the urban forest.

Background:

Each year the City of Woodland celebrates Arbor Day in order to recognize the community benefits of trees and the community's heritage as "The City of Trees". Arbor Day is a nationally celebrated observance that encourages tree planting and care. The observance and celebration of Arbor Day is one of the requirements of Woodland's designation as a "Tree City USA".

Founded by J. Sterling Morton in Nebraska in 1872, National Arbor Day is usually celebrated each year on the last Friday in April. However, the date varies depending on the climate of the state in which it is being held (due to the planting season and climate for each area).

Discussion:

The observance of Arbor Day in Woodland on March 12, 2022 not only shows the city's commitment to its urban forest but also increases the awareness of the importance of trees in urban areas. It also provides educational opportunities to promote and improve the practice of urban tree planting and care.

As part of the day's activities, the City of Woodland Urban Forestry staff and Woodland Tree Foundation are partnering with the Amplify the Urban Forest grant provided by CAL FIRE. Volunteers will gather at 8:30 am at Rick Gonzales Sr. Park where there will be a quick celebration to commemorate this year's Arbor Day. After the celebration, volunteers will be broken into groups to assist with the planting of approximately 70 trees. Environmental Services will also participate in the event by providing information on water conservation, green waste, composting, and other conservation related topics.

Celebrating Arbor Day illustrates the city's continuing commitment to the urban forest and the quality of life that trees provide to the community.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, designating March 12, 2022 as Arbor Day in the City of Woodland.

Prepared By: Westley Schroeder, Park Superintendent

Reviewed By: Christine Engel, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Arbor Day Resolution 2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
DESIGNATING MARCH 12, 2022 AS ARBOR DAY IN THE CITY OF WOODLAND**

WHEREAS, in 1872 J. Sterling Morton proposed that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, 2022 is the 150th anniversary of the holiday, and Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for building homes, fuel for our fires and beautifying our community; and,

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Woodland does hereby designate Saturday, March 12, 2022 as Arbor Day in the City of Woodland. The City urges all citizens to celebrate and support efforts to protect our trees and woodlands, to plant trees to gladden the heart and promote the well-being of this and future generations.

PASSED AND ADOPTED this 1st day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.6
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. Resolution AB 361 Recurring - c1

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 1st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: March 1, 2022

ITEM #: H.7

SUBJECT: Final Subdivision Map 4856, Prudler Phase 1 and Final Subdivision Map 5121, Prudler Phase 2 , and associated Subdivision Improvement Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 4856, Prudler Phase 1 and Final Subdivision Map 5121, Prudler Phase 2; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

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

Fiscal Impact:

This project's processing costs were covered by fees. In addition, at build-out, the 183 lots are estimated to generate approximately \$7 million in development impact fees. There is no impact to the General Fund.

Background:

City Council approved the tentative map and development agreement on September 6, 2016 for 183 Single-family lots. Subdivision Map 4856, Prudler Phase 1, creates 85 of the single-family lots. Subdivision Map 5121, Prudler Phase 2, creates the remaining 98 lots.

Lennar Homes of California, has completed all conditions required for both phases of the tentative map, and is requesting that the City approve Final Subdivision Map (SM) No. 4856, Prudler Phase 1, and Final Subdivision Map (SM) No. 5121, Prudler Phase 2, and the associated Subdivision Improvement Agreement.

Discussion:

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

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 4856, Prudler Phase 1 and Final Subdivision Map 5121, Prudler Phase 2; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Prepared By: Ed Wisniewski, Senior Civil Engineer

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

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. Final Map - 4856 Prudler Ph 1
3. Final Map - 5121 Prudler Ph 2
4. Subdivision Improvement Agreement
5. Location Map SM4856 and 5121

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAPS 4856 AND 5121 AND A SUBDIVISION IMPROVEMENT
AGREEMENT WITH LENNAR HOMES OF CALIFORNIA AND AG ESSENTIAL
HOUSING CA 1, L.P. FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

WHEREAS, City Council approved tentative map 4856 and Development Agreement on September 6, 2016 with map conditions of approval and an associated Development Agreement; and

WHEREAS, Lennar Homes of California, has completed the conditions of approval and has filed for two final maps for 85 and 98 lots; and

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

WHEREAS, the City Council wishes to approve Final Map 4856, Prudler Phase 1 and Final Map 5121, Prudler Phase 2, which make up the whole of tentative map 4856, and the associated Subdivision Improvement Agreement through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 4856 Prudler Phase 1 and Final Map 5121, Prudler Phase 2, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector for processing prior to recording with the Yolo County Clerk-Recorder.

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

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

OWNERS' STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF "SUBDIVISION MAP NO. 4856, PRUDLER SUBDIVISION - PHASE 1 FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, IN FEE, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES: SPORTS PARK DRIVE, EAST STREET, SILLS STREET, BRAY DRIVE, WELCH STREET, BROWNELL STREET, HENIGAN DRIVE, SANDOVAL DRIVE, LOT "A" AND LOT "C"

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

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, AS AN EASEMENT, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, INSTALLATION, MAINTENANCE AND OPERATION OF SEWER TOGETHER WITH ANY AND ALL NECESSARY APPURTENANCES, IN, OVER AND ACROSS THAT STRIP OF LAND SHOWN OR DESIGNATED AS "SANITARY SEWER EASEMENT".

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, AS AN EASEMENT, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, A STRIP OF LAND FOR EMERGENCY VEHICLE ACCESS (EVA) PURPOSES, AND FOR INSTALLATION, MAINTENANCE AND OPERATION OF WATER, TOGETHER WITH ANY AND ALL NECESSARY APPURTENANCES, IN, OVER AND ACROSS THAT STRIP OF LAND SHOWN OR DESIGNATED AS "EVA AND WATER LINE EASEMENT".

WE DO HEREBY RELINQUISH ALL ABUTTERS RIGHTS TO INGRESS AND EGRESS TO SPORTS PARK DRIVE AS DELINEATED HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS _____ DAY OF _____, 2022.

AG ESSENTIAL HOUSING CA 1, LP
A DELAWARE LIMITED PARTNERSHIP

BY: AGWIP ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: _____
STEVEN S. BENSON, ITS MANAGER

NOTARY ACKNOWLEDGMENT:

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

STATE OF)
) §.
COUNTY OF)

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

BY: (NOTARY PUBLIC SIGNATURE) _____
NAME: (PRINT NAME) _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
NOTARY'S COMMISSION EXPIRES _____
NOTARY'S COMMISSION NUMBER _____

DEDICATION STATEMENT:

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

AG ESSENTIAL HOUSING CA 1, LP
A DELAWARE LIMITED PARTNERSHIP
8585 E. HARTFORD DRIVE, SUITE 118
SCOTTSDALE, AZ 85255
ATTN: STEVEN S. BENSON

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

SPORTS PARK DRIVE, EAST STREET, SILLS STREET, BRAY DRIVE, WELCH STREET, BROWNELL STREET, HENIGAN DRIVE AND SANDOVAL DRIVE, LOT "A" AND LOT "C" AS SHOWN HEREON.

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

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

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

DATE: _____
BRENT MEYER
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF WOODLAND

COUNTY TAX COLLECTOR'S STATEMENT:

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS _____ DAY OF _____, 2022.

HOWARD NEWENS, TAX COLLECTOR

BY _____
DEPUTY

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2022, AT _____ IN BOOK _____ OF _____,
AT PAGE _____, AT THE REQUEST OF _____.

COUNTY RECORDER - COUNTY OF YOLO

BY:

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF YOLO RESIDENTIAL INVESTORS, LLC ON DECEMBER, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SIX (6) MONTHS AFTER FILING OF THIS SUBDIVISION MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____

TOM O. MORROW, LS 5161



CITY CONSULTANT'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION MAP NO. 4856, PRUDLER SUBDIVISION - PHASE 1", AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: _____

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



CITY ENGINEER STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION MAP NO. 4856, PRUDLER SUBDIVISION - PHASE 1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY WOODLAND, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

BRENT MEYER, CITY ENGINEER
REGISTRATION: RCE #52587

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF _____, THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF "SUBDIVISION MAP NO. 4856, PRUDLER SUBDIVISION - PHASE 1", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LAND, RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

PURSUANT TO SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENTS AND RIGHTS-OF-WAY ARE HEREBY ABANDONED AND ARE NOT SHOWN HEREON: STREET AND UTILITY CORRIDOR PER DOC #2009-0004734, DRAINAGE EASEMENT PER DOC #2011-0024063-00, 10.90' ROADWAY AND PUBLIC UTILITIES EASEMENT PER DOC #2010-0019616-00, 12.50' PUBLIC UTILITY EASEMENT PER DOC #2011-0024062-00, 10' SEWER EASEMENT, 51.0' RIGHT-OF-WAY AND 10.0' PUE PER 1999 MB 11, 15' PIPELINE EASEMENT PER 1662 O.R. 710 AND AND DOC #2009-0004734-00, AND 20.0' ROAD EASEMENT PER 1744 OR 278.

DATED: _____

ANA GONZALEZ, CITY CLERK, CITY OF WOODLAND

SUBDIVISION MAP NO. 4856
PRUDLER SUBDIVISION - PHASE 1

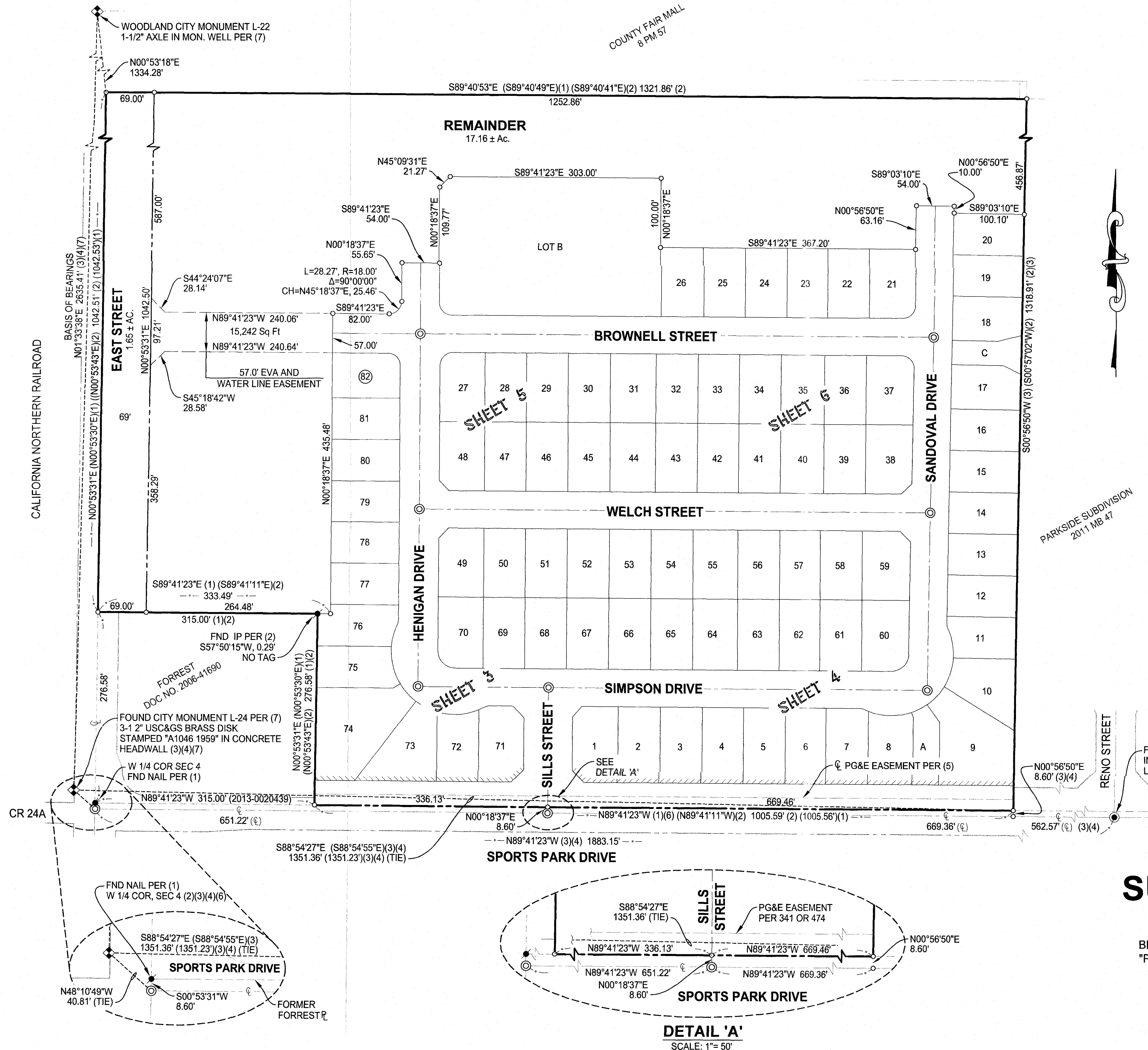
BEING A SUBDIVISION OF PARCEL 1 OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 4345 FOR SIEVERS, PRUDLER ETAL" FILED IN BOOK 1999 OF MAPS AT PAGE 11, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

FEBRUARY 2022

SHEET 1 OF 6 SHEETS

GIBSON ROAD



BASIS OF BEARINGS:

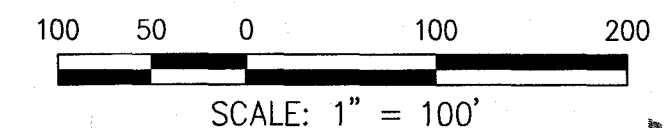
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE FROM L-22 & L-24, CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002, FILED IN BOOK 2002 OF MAPS AT PAGE 88, TAKEN AS NORTH 01°33'38" EAST. DISTANCES ARE GROUND DISTANCES.

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- ⊙ SET CITY STANDARD MONUMENT - LS 5161
- FOUND BRASS CAP IN MONUMENT WELL
- ◆ FOUND CITY OF WOODLAND MONUMENT AS DESCRIBED
- ⬢ FOUND MONUMENT AS DESCRIBED
- INGRESS AND EGRESS RIGHTS RELINQUISHED HEREON
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RAD RADIAL
- (1) RECORD DATA PER 8 MB 5
- (2) RECORD DATA PER 1999 MB 11
- (3) RECORD DATA PER 2011 MB 13
- (4) RECORD DATA PER 2011 MB 47
- (5) RECORD DATA PER 341 OR 474
- (6) RECORD DATA PER 11 RS 6
- (7) RECORD DATA PER 2002 MB 88
- (8) RECORD DATA PER 1744 OR 278

NOTES:

1. THE SUM OF THE PARTS OF A LINE, CURVE OR AREA MAY NOT BE EQUAL TO THE WHOLE LENGTH OR ACREAGE DUE TO ROUNDING.
2. ALL DISTANCES SHOWN ARE GROUND, AND EXPRESSED IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
3. EASEMENTS OR OTHER ENCUMBRANCES MAY AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. ABANDON STREET AND UTILITY CORRIDOR PER DOC #2009-0004734, DRAINAGE EASEMENT PER DOC #2011-0024063-00, 10.90' ROADWAY AND PUBLIC UTILITIES EASEMENT PER DOC #2010-0019616-00, 12.50' PUBLIC UTILITY EASEMENT PER DOC #2011-0024062-00, 10' SEWER EASEMENT, 51.0' RIGHT-OF-WAY AND 10.0' PUE PER 1999 MB 11, 20' ACCESS EASEMENT PER 8 PM 5, 15' PIPELINE EASEMENT PER 1662 O.R. 710 AND AND DOC #2009-0004734-00, AND 20.0' ROAD EASEMENT PER 1744 OR 278 IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.
5. REAR LOT CORNERS WILL BE MONUMENTED BY A 5/8" X 18" REBAR WITH PLASTIC CAP - LS 5161. FRONT CORNERS WILL BE MONUMENTED BY A NAIL AND TAG IN SIDEWALK - LS 5161, PRODUCED 1.00 FEET FROM PROPERTY CORNER INTO CONCRETE SIDEWALK.



SUBDIVISION MAP NO. 4856 PRUDLER SUBDIVISION - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 4845 FOR SIEVERS, PRUDLER ETAL" FILED IN BOOK 1999 OF MAPS AT PAGE 11, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING

JUNE 2018
SHEET 2 OF 6 SHEETS

BASIS OF BEARINGS:

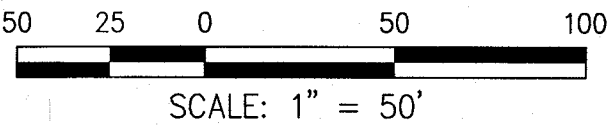
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE FROM L-22 & L-24, CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002, FILED IN BOOK 2002 OF MAPS AT PAGE 88. DISTANCES ARE GROUND DISTANCES.

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- ⊙ SET CITY STANDARD MONUMENT - LS 5161
- FOUND BRASS CAP IN MONUMENT WELL
- ◆ FOUND CITY OF WOODLAND MONUMENT AS DESCRIBED
- ⬢ FOUND MONUMENT AS DESCRIBED
- INGRESS AND EGRESS RIGHTS RELINQUISHED HEREON
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RAD RADIAL
- (1) RECORD DATA PER 8 MB 5
- (2) RECORD DATA PER 1999 MB 11
- (3) RECORD DATA PER 2011 MB 13
- (4) RECORD DATA PER 2011 MB 47
- (5) RECORD DATA PER 341 OR 474
- (6) RECORD DATA PER 11 RS 6
- (7) RECORD DATA PER 2002 MB 88
- (8) RECORD DATA PER 1744 OR 278

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	12.28'	30.00'	23°27'27"	N12°02'21"E, 12.20'
C2	31.00'	91.00'	19°31'08"	S14°00'30"W, 30.85'
C3	56.16'	91.00'	35°21'31"	S13°25'49"E, 55.27'
C4	37.70'	24.00'	90°00'00"	S44°41'23"E, 33.94'
C5	203.24'	91.00'	127°57'47"	S40°12'49"E, 163.55'
C6	34.00'	91.00'	21°24'26"	S41°48'48"E, 33.80'
C7	34.06'	91.00'	21°26'49"	S63°14'25"E, 33.86'
C8	48.01'	91.00'	30°13'53"	S89°04'47"E, 47.46'
C9	21.07'	89.00'	13°33'41"	N69°01'26"E, 21.02'
C10	13.26'	89.00'	8°32'11"	N71°32'12"E, 13.25'
C11	7.81'	89.00'	5°01'31"	N64°45'21"E, 7.80'
C12	10.29'	21.00'	28°04'01"	S76°16'36"W, 10.18'

RADIAL BEARING TABLE	
LINE	BEARING
L1	S85°45'04"E
L2	S16°02'10"W
L3	S22°43'54"E

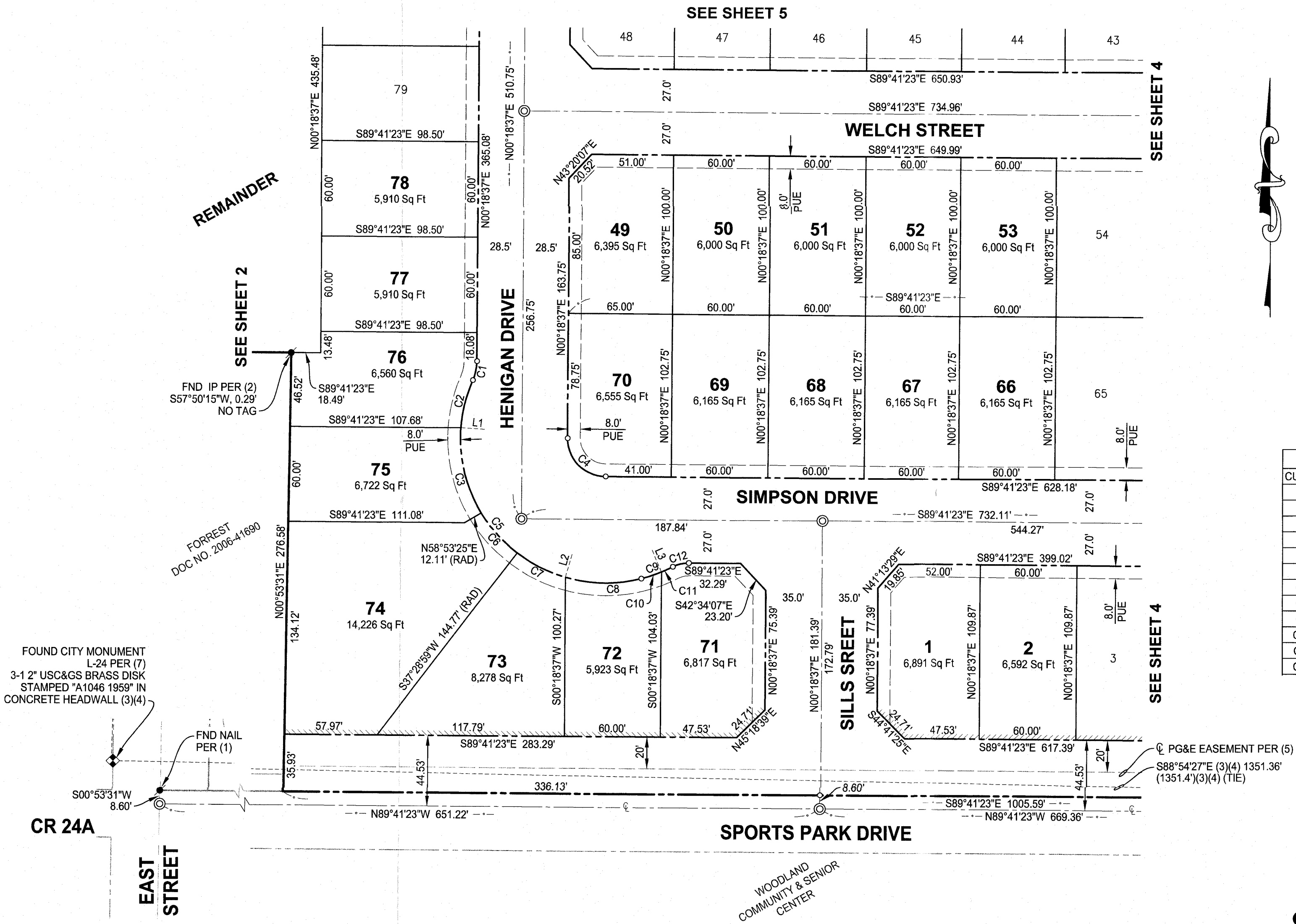


SUBDIVISION MAP NO. 4856

PRUDLER SUBDIVISION - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 4845 FOR SIEVERS, PRUDLER ETAL" FILED IN BOOK 1999 OF MAPS AT PAGE 11, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING

JUNE 2018
SHEET 3 OF 6 SHEETS



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE FROM L-22 & L-24, CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002, FILED IN BOOK 2002 OF MAPS AT PAGE 88. DISTANCES ARE GROUND DISTANCES.

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- ⊙ SET CITY STANDARD MONUMENT - LS 5161
- FOUND BRASS CAP IN MONUMENT WELL
- ◆ FOUND CITY OF WOODLAND MONUMENT AS DESCRIBED
- ⦿ FOUND MONUMENT AS DESCRIBED
- INGRESS AND EGRESS RIGHTS RELINQUISHED HEREON
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RAD RADIAL
- (1) RECORD DATA PER 8 MB 5
- (2) RECORD DATA PER 1999 MB 11
- (3) RECORD DATA PER 2011 MB 13
- (4) RECORD DATA PER 2011 MB 47
- (5) RECORD DATA PER 341 OR 474
- (6) RECORD DATA PER 11 RS 6
- (7) RECORD DATA PER 2002 MB 88
- (8) RECORD DATA PER 1744 OR 278

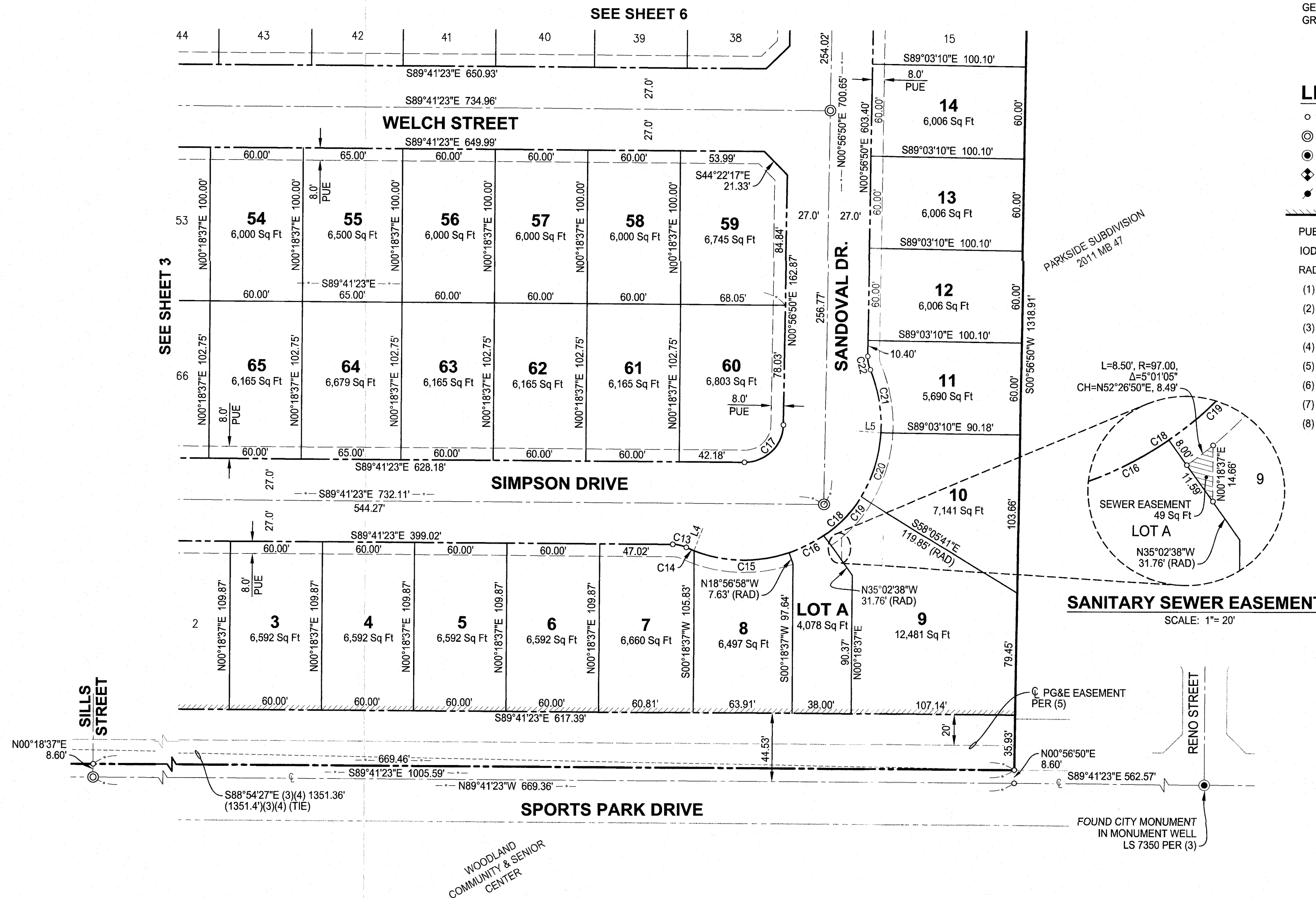
RADIAL BEARING TABLE	
LINE	BEARING
L4	S21°24'29"W
L5	S86°37'19"E

50 25 0 50 100
SCALE: 1" = 50'

SUBDIVISION MAP NO. 4856 PRUDLER SUBDIVISION - PHASE 1 BEING A SUBDIVISION OF PARCEL 1 OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 4845 FOR SIEVERS, PRUDLER ETAL" FILED IN BOOK 1999 OF MAPS AT PAGE 11, YOLO COUNTY RECORDS CITY OF WOODLAND YOLO COUNTY CALIFORNIA CUNNINGHAM ENGINEERING

JUNE 2018
SHEET 4 OF 6 SHEETS

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C13	9.02'	21.00'	24°37'12"	N77°22'47"W, 8.95'
C14	5.47'	89.00'	3°31'20"	S66°49'51"E, 5.47'
C15	62.69'	89.00'	40°21'27"	S88°46'15"E, 61.40'
C16	25.00'	89.00'	16°05'40"	N63°00'12"E, 24.92'
C17	38.99'	25.00'	89°21'47"	N45°37'44"E, 35.16'
C18	215.30'	89.00'	138°36'11"	N45°37'44"E, 166.51'
C19	35.81'	89.00'	23°03'03"	N43°25'51"E, 35.56'
C20	44.31'	89.00'	28°31'38"	N17°38'30"E, 43.86'
C21	42.02'	89.00'	27°03'03"	N10°08'50"W, 41.63'
C22	9.02'	21.00'	24°37'12"	S11°21'46"E, 8.95'



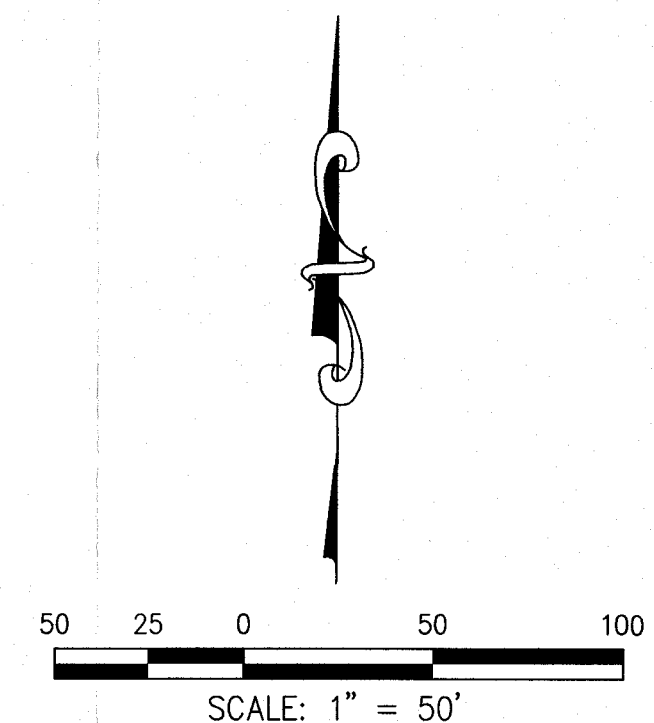
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE FROM L-22 & L-24, CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002, FILED IN BOOK 2002 OF MAPS AT PAGE 88. DISTANCES ARE GROUND DISTANCES.

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- ⊙ SET CITY STANDARD MONUMENT - LS 5161
- FOUND BRASS CAP IN MONUMENT WELL
- ◆ FOUND CITY OF WOODLAND MONUMENT AS DESCRIBED
- ✱ FOUND MONUMENT AS DESCRIBED
- INGRESS AND EGRESS RIGHTS RELINQUISHED HEREON
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RAD RADIAL
- (1) RECORD DATA PER 8 MB 5
- (2) RECORD DATA PER 1999 MB 11
- (3) RECORD DATA PER 2011 MB 13
- (4) RECORD DATA PER 2011 MB 47
- (5) RECORD DATA PER 341 OR 474
- (6) RECORD DATA PER 11 RS 6
- (7) RECORD DATA PER 2002 MB 88
- (8) RECORD DATA PER 1744 OR 278

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C25	28.27'	18.00'	90°00'00"	S45°18'37"W, 25.46'
C26	28.27'	18.00'	90°00'00"	S44°41'23"E, 25.46'
C27	28.27'	18.00'	90°00'00"	N45°18'37"E, 25.46'
C28	28.27'	18.00'	90°00'00"	N44°41'23"W, 25.46'



SUBDIVISION MAP NO. 4856

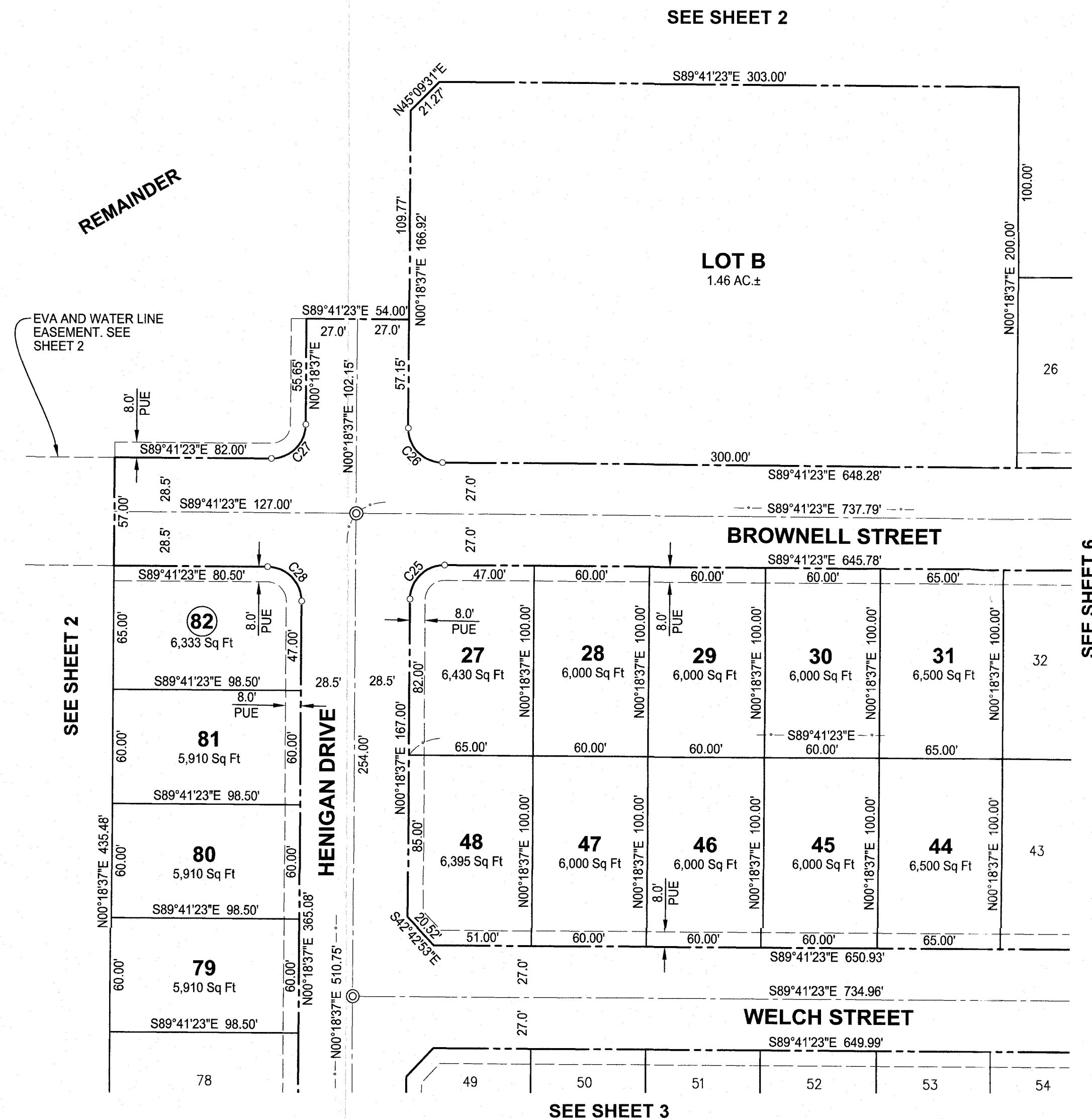
PRUDLER SUBDIVISION - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 4845 FOR SIEVERS, PRUDLER ETAL" FILED IN BOOK 1999 OF MAPS AT PAGE 11, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

JUNE 2018

SHEET 5 OF 6 SHEETS



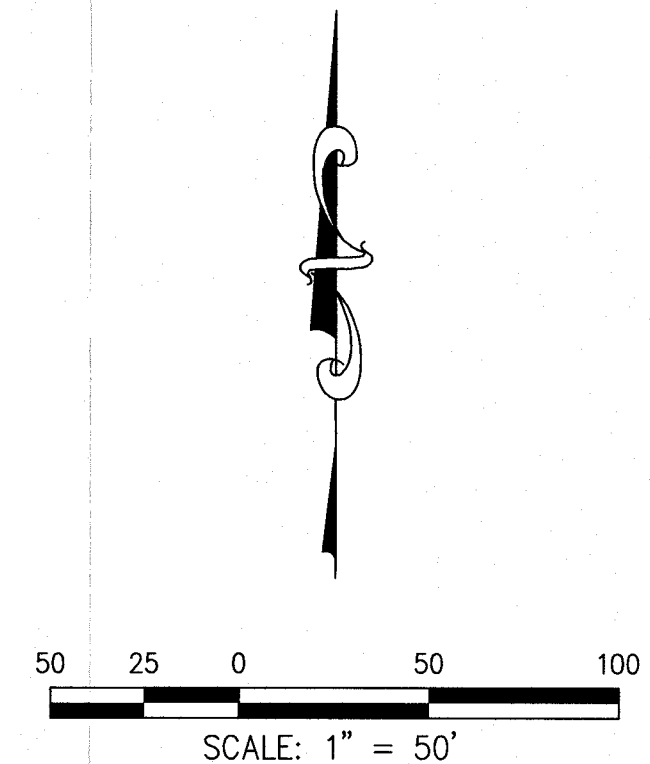
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE FROM L-22 & L-24, CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002, FILED IN BOOK 2002 OF MAPS AT PAGE 88. DISTANCES ARE GROUND DISTANCES.

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- ⊙ SET CITY STANDARD MONUMENT - LS 5161
- FOUND BRASS CAP IN MONUMENT WELL
- ◆ FOUND CITY OF WOODLAND MONUMENT AS DESCRIBED
- ✱ FOUND MONUMENT AS DESCRIBED
- /// INGRESS AND EGRESS RIGHTS RELINQUISHED HEREON
- PUE PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RAD RADIAL
- (1) RECORD DATA PER 8 MB 5
- (2) RECORD DATA PER 1999 MB 11
- (3) RECORD DATA PER 2011 MB 13
- (4) RECORD DATA PER 2011 MB 47
- (5) RECORD DATA PER 341 OR 474
- (6) RECORD DATA PER 11 RS 6
- (7) RECORD DATA PER 2002 MB 88
- (8) RECORD DATA PER 1744 OR 278

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C23	28.47'	18.00'	90°38'13"	N44°22'17"W, 25.60'
C24	28.07'	18.00'	89°21'47"	N45°37'43"E, 25.31'



SUBDIVISION MAP NO. 4856

PRUDLER SUBDIVISION - PHASE 1

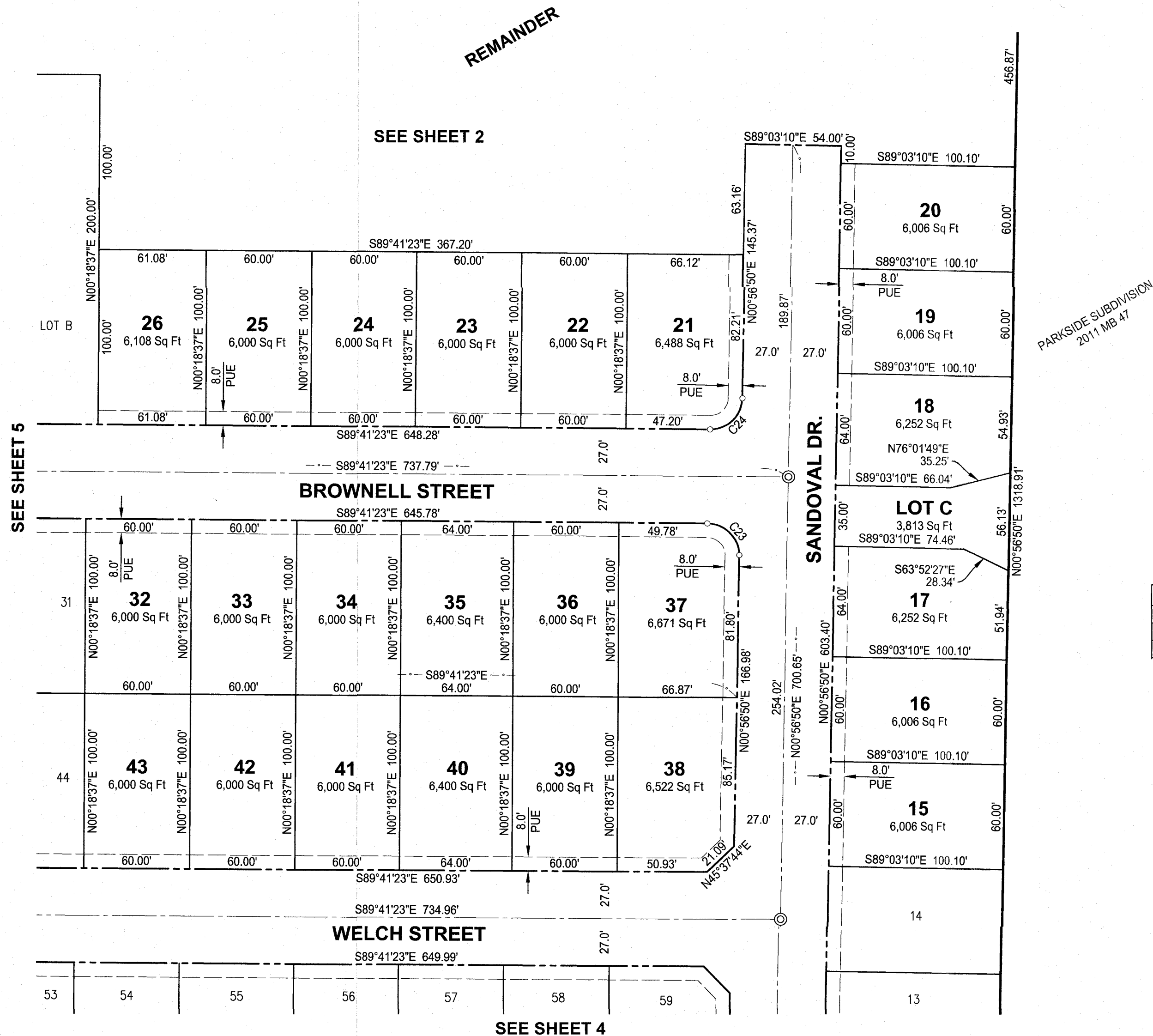
BEING A SUBDIVISION OF PARCEL 1 OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP NO. 4845 FOR SIEVERS, PRUDLER ETAL" FILED IN BOOK 1999 OF MAPS AT PAGE 11, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

JUNE 2018

SHEET 6 OF 6 SHEETS

PROJECT 984.10.04



OWNERS' STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF "SUBDIVISION MAP NO. 5121, PRUDLER SUBDIVISION - PHASE 2" FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, IN FEE, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES: ARRIAGA WAY, ROBERTS DRIVE, BROWNELL STREET, HENIGAN DRIVE, SANDOVAL DRIVE, BULLOCK DRIVE AND BULLOCK COURT.

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

WE DO HEREBY RELINQUISH ALL ABUTTERS RIGHTS TO INGRESS AND EGRESS TO EAST STREET AS DELINEATED HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS _____ DAY OF _____ 2022.

AG ESSENTIAL HOUSING CA 1, LP
A DELAWARE LIMITED PARTNERSHIP

BY: AGWIP ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: _____
STEVEN S. BENSON, ITS MANAGER

NOTARY ACKNOWLEDGMENT:

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

STATE OF _____)
) \$.
COUNTY OF _____)

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

BY: (NOTARY PUBLIC SIGNATURE) _____
NAME: (PRINT NAME) _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
NOTARY'S COMMISSION EXPIRES _____
NOTARY'S COMMISSION NUMBER _____

DEDICATION STATEMENT:

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

AG ESSENTIAL HOUSING CA 1, LP
A DELAWARE LIMITED PARTNERSHIP
8585 E. HARTFORD DRIVE, SUITE 118
SCOTTSDALE, AZ 85255
ATTN: STEVEN S. BENSON

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

ARRIAGA WAY, ROBERTS DRIVE, BROWNELL STREET, HENIGAN DRIVE, SANDOVAL DRIVE, BULLOCK DRIVE AND BULLOCK COURT, AS SHOWN HEREON. THE CITY OF WOODLAND SHALL RECONVEY THE PROPERTY TO THE GRANTOR, OR THE SUCCESSOR(S) IN INTEREST, IF IT DETERMINES PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

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

DATE: _____
BRENT MEYER
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF WOODLAND

COUNTY TAX COLLECTOR'S STATEMENT:

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS _____, DAY OF _____, 2022.

HOWARD NEWENS, TAX COLLECTOR
BY _____
DEPUTY

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2022, AT _____ IN BOOK _____ OF _____,
AT PAGE _____, AT THE REQUEST OF _____.

COUNTY RECORDER - COUNTY OF YOLO

BY:

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF YOLO RESIDENTIAL INVESTORS, LLC ON DECEMBER, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SIX (6) MONTHS AFTER FILING OF THIS SUBDIVISION MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____

MATT D. MORROW, LS 8501



CITY CONSULTANT'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION MAP NO. 5121, PRUDLER SUBDIVISION - PHASE 2", AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: _____

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



CITY ENGINEER STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION MAP NO. 5121, PRUDLER SUBDIVISION - PHASE 2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY WOODLAND, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

BRENT MEYER, CITY ENGINEER
REGISTRATION: RCE #52587

CITY CLERK'S STATEMENT:

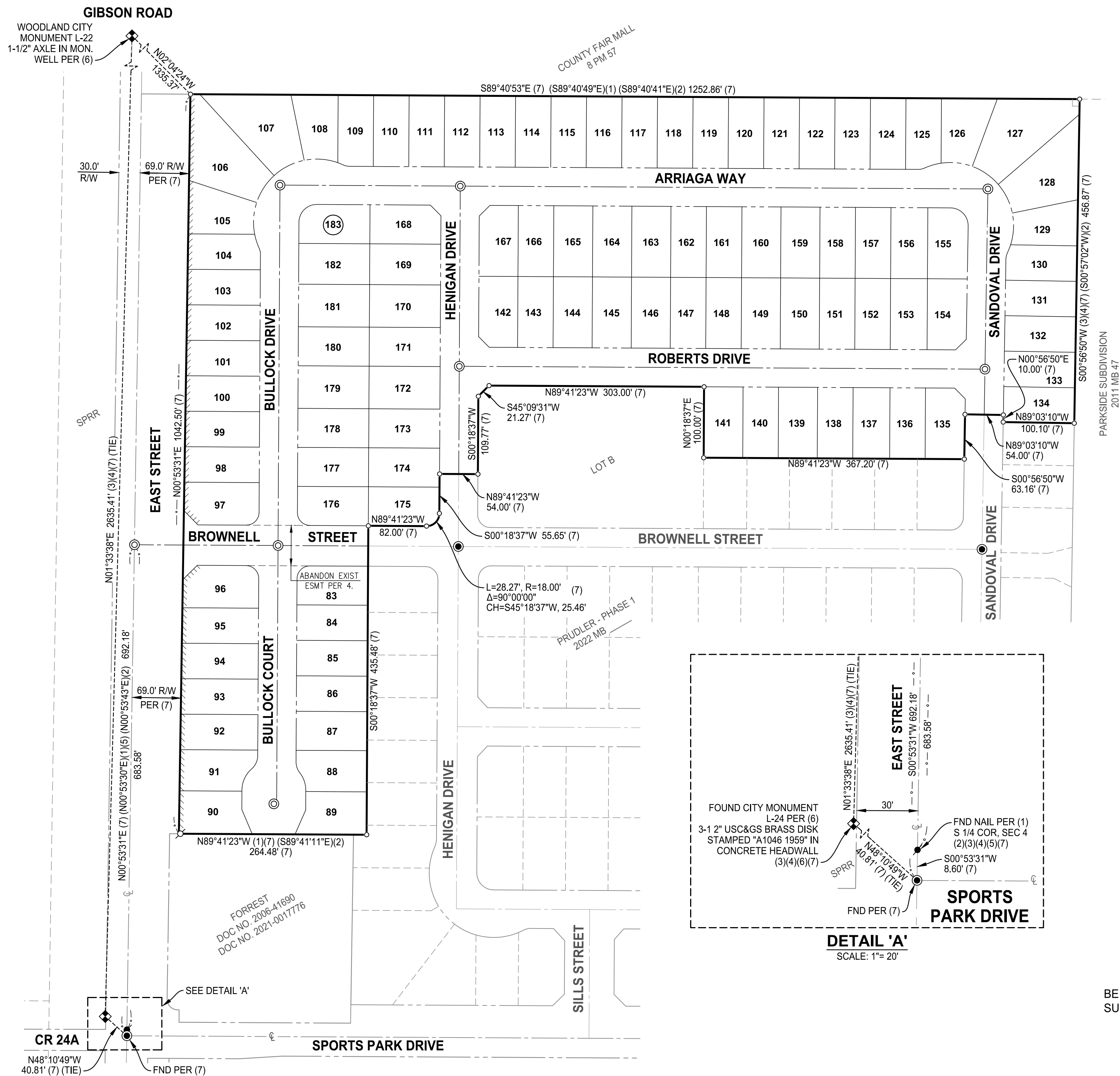
I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF _____, THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF "SUBDIVISION MAP NO. 5121, PRUDLER SUBDIVISION - PHASE 2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LAND, RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

PURSUANT TO SECTIONS 66434(g) AND OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENTS AND RIGHTS- OF-WAY ARE HEREBY ABANDONED AND ARE NOT SHOWN HEREON: 57' EVA AND WATER LINE EASEMENT PER 2022 MB _____.

DATED: _____

ANA GONZALEZ, CITY CLERK, CITY OF WOODLAND

SUBDIVISION MAP NO. 5121
PRUDLER SUBDIVISION - PHASE 2
BEING A SUBDIVISION OF 'REMAINDER' OF THAT CERTAIN SUBDIVISION MAP ENTITLED "PRUDLER SUBDIVISION - PHASE 1" FILED IN BOOK 2022 OF MAPS AT PAGE _____, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING
FEBRUARY 2022
SHEET 1 OF 5 SHEETS



BASIS OF BEARINGS:

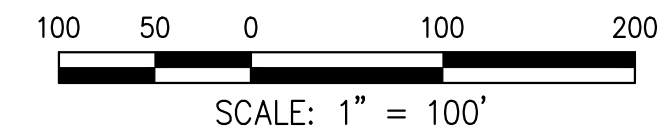
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE FROM L-22 & L-24, CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002, FILED IN BOOK 2002 OF MAPS AT PAGE 88. DISTANCES ARE GROUND DISTANCES.

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- ⌀ SET 5/8" REBAR WITH PLASTIC CAP LS 8501
- ⊙ SET CITY STANDARD MONUMENT - LS 8501
- FOUND BRASS CAP IN MONUMENT WELL - LS 5161 PER (7)
- ◆ FOUND CITY OF WOODLAND MONUMENT AS DESCRIBED
- ⚡ FOUND MONUMENT AS DESCRIBED
- INGRESS AND EGRESS RIGHTS RELINQUISHED HEREON
- P.U.E. PUBLIC UTILITY EASEMENT
- IOD IRREVOCABLE OFFER OF DEDICATION
- RAD RADIAL
- (1) RECORD DATA PER 8 MB 5
- (2) RECORD DATA PER 1999 MB 11
- (3) RECORD DATA PER 2011 MB 13
- (4) RECORD DATA PER 2011 MB 47
- (5) RECORD DATA PER 11 RS 6
- (6) RECORD DATA PER 2002 MB 88
- (7) RECORD DATA PER 2022 MB _____

NOTES:

1. THE SUM OF THE PARTS OF A LINE, CURVE OR AREA MAY NOT BE EQUAL TO THE WHOLE LENGTH OR ACREAGE DUE TO ROUNDING.
2. ALL DISTANCES SHOWN ARE GROUND, AND EXPRESSED IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
3. EASEMENTS OR OTHER ENCUMBRANCES MAY AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. ABANDON 57' EVA AND WATER LINE EASEMENT PER 2022 MB _____ IN ACCORDANCE WITH SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT.
5. REAR LOT CORNERS WILL BE MONUMENTED BY A 5/8" X 18" REBAR WITH PLASTIC CAP - LS 8501. FRONT CORNERS WILL BE MONUMENTED BY A NAIL AND TAG IN SIDEWALK - LS 8501, PRODUCED 1.00 FEET FROM PROPERTY CORNER INTO CONCRETE SIDEWALK.

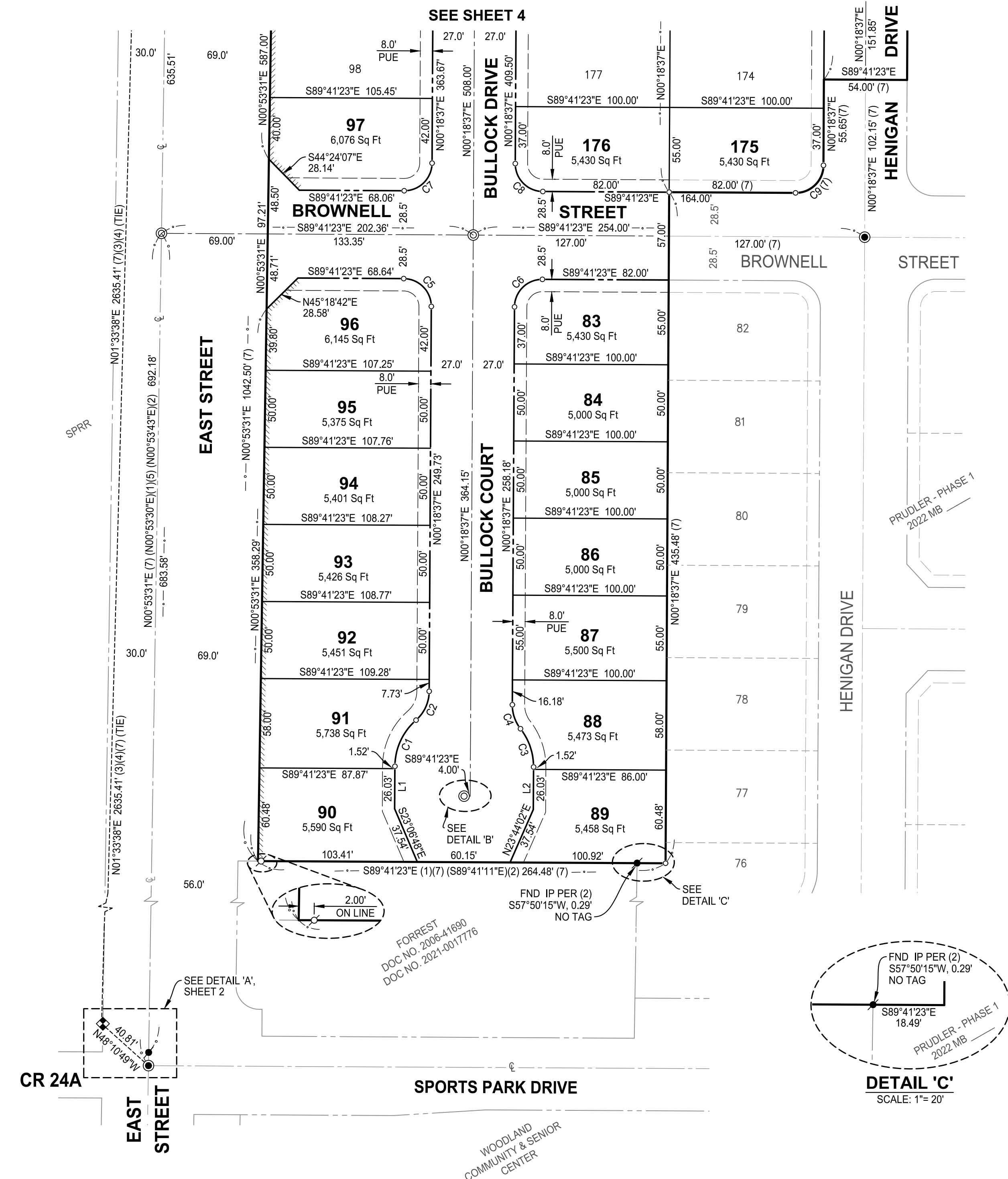


SUBDIVISION MAP NO. 5121
PRUDLER SUBDIVISION - PHASE 2

BEING A SUBDIVISION OF 'REMAINDER' OF THAT CERTAIN SUBDIVISION MAP ENTITLED "PRUDLER SUBDIVISION - PHASE 1" FILED IN BOOK 2022 OF MAPS AT PAGE _____, YOLO COUNTY RECORDS CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

FEBRUARY 2022
SHEET 2 OF 5 SHEETS

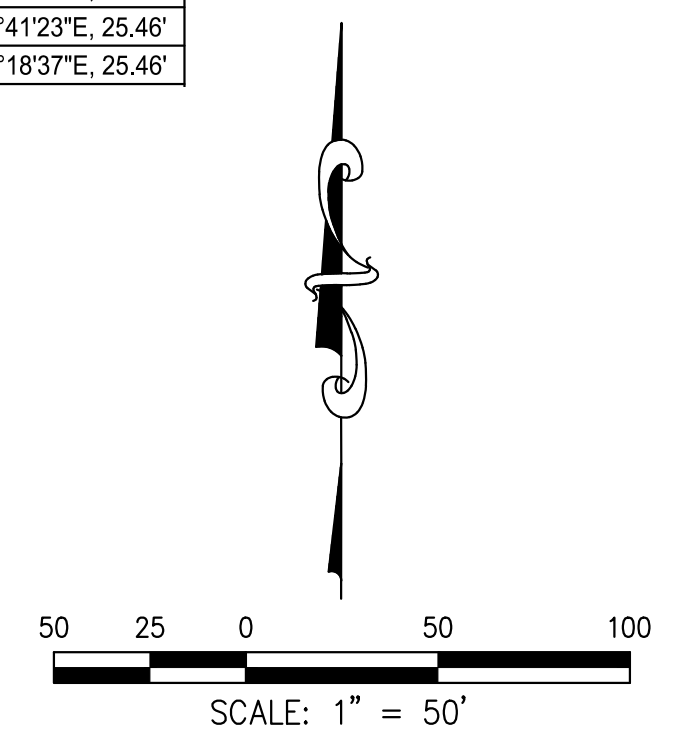
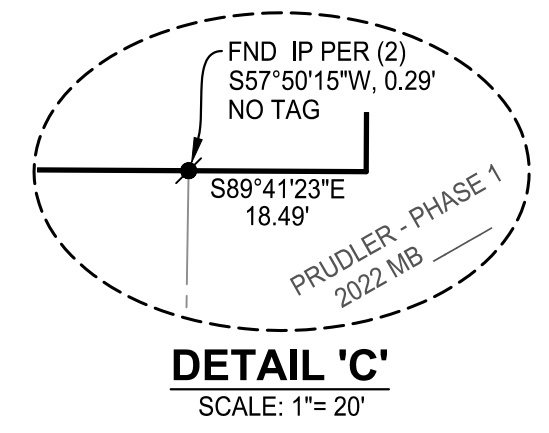
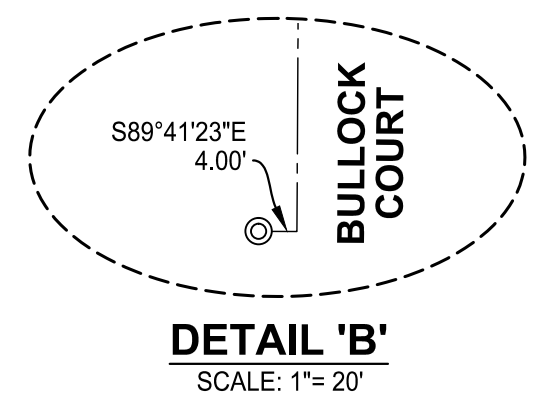


BASIS OF BEARINGS:
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- LEGEND:**
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 - (5) RECORD DATA PER 11 RS 6
 - (6) RECORD DATA PER 2002 MB 88
 - (7) RECORD DATA PER 2022 MB _____

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	33.92'	40.00'	48°34'58"	S24°36'06"W, 32.91'
C2	21.20'	25.00'	48°34'58"	N24°36'06"E, 20.57'
C3	26.75'	40.00'	38°18'54"	N18°50'50"W, 26.25'
C4	16.72'	25.00'	38°18'54"	S18°50'50"E, 16.41'
C5	28.27'	18.00'	90°00'00"	N44°41'23"W, 25.46'
C6	28.27'	18.00'	90°00'00"	S45°18'37"W, 25.46'
C7	28.27'	18.00'	90°00'00"	N45°18'37"E, 25.46'
C8	28.27'	18.00'	90°00'00"	S44°41'23"E, 25.46'
C9	28.27'	18.00'	90°00'00"	N45°18'37"E, 25.46'

LINE TABLE		
LINE	LENGTH	BEARING
L1	27.55	N00°18'37"E
L2	27.55	S00°18'37"W



SUBDIVISION MAP NO. 5121

PRUDLER SUBDIVISION - PHASE 2

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CUNNINGHAM ENGINEERING
FEBRUARY 2022
SHEET 3 OF 5 SHEETS

GIBSON ROAD

WOODLAND CITY MONUMENT L-22
1-1/2" AXLE IN MON. WELL PER (6)

COUNTY FAIR MALL
8 PM 57

BASIS OF BEARINGS:

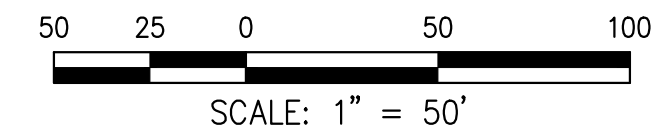
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CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C10	39.27'	25.00'	90°00'00"	S45°18'37"W, 35.36'
C11	9.02'	21.00'	24°37'12"	N11°59'59"W, 8.95'
C12	20.63'	89.00'	13°16'48"	S17°40'11"E, 20.58'
C13	45.27'	89.00'	29°08'26"	S03°32'26"W, 44.78'
C14	45.75'	89.00'	29°27'20"	S32°50'19"W, 45.25'
C15	216.29'	89.00'	139°14'24"	S45°18'37"W, 166.86'
C16	48.16'	89.00'	31°00'05"	S63°04'01"W, 47.57'
C17	48.04'	89.00'	30°55'32"	N85°58'10"W, 47.46'
C18	8.45'	89.00'	5°26'13"	N67°47'18"W, 8.44'
C19	9.02'	21.00'	24°37'12"	S77°22'47"E, 8.95'

RADIAL BEARING TABLE	
LINE	BEARING
L3	S78°58'13"W
L4	N19°29'36"E



SUBDIVISION MAP NO. 5121
PRUDLER SUBDIVISION - PHASE 2

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CUNNINGHAM ENGINEERING

FEBRUARY 2022

SHEET 4 OF 5 SHEETS

BASIS OF BEARINGS:

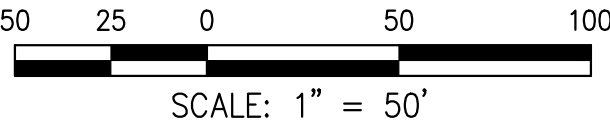
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CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
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C25	217.28'	89.00'	139°52'37"	N44°22'17"W, 167.20'
C26	45.52'	89.00'	29°18'16"	N26°07'28"W, 45.03'
C27	45.24'	89.00'	29°07'27"	N03°05'23"E, 44.75'
C28	12.30'	89.00'	7°54'55"	N21°36'34"E, 12.29'
C29	9.02'	21.00'	24°37'12"	S13°15'26"W, 8.95'

RADIAL BEARING TABLE	
LINE	BEARING
L5	N08°29'02"W
L6	S72°20'53"E



SUBDIVISION MAP NO. 5121
PRUDLER SUBDIVISION - PHASE 2

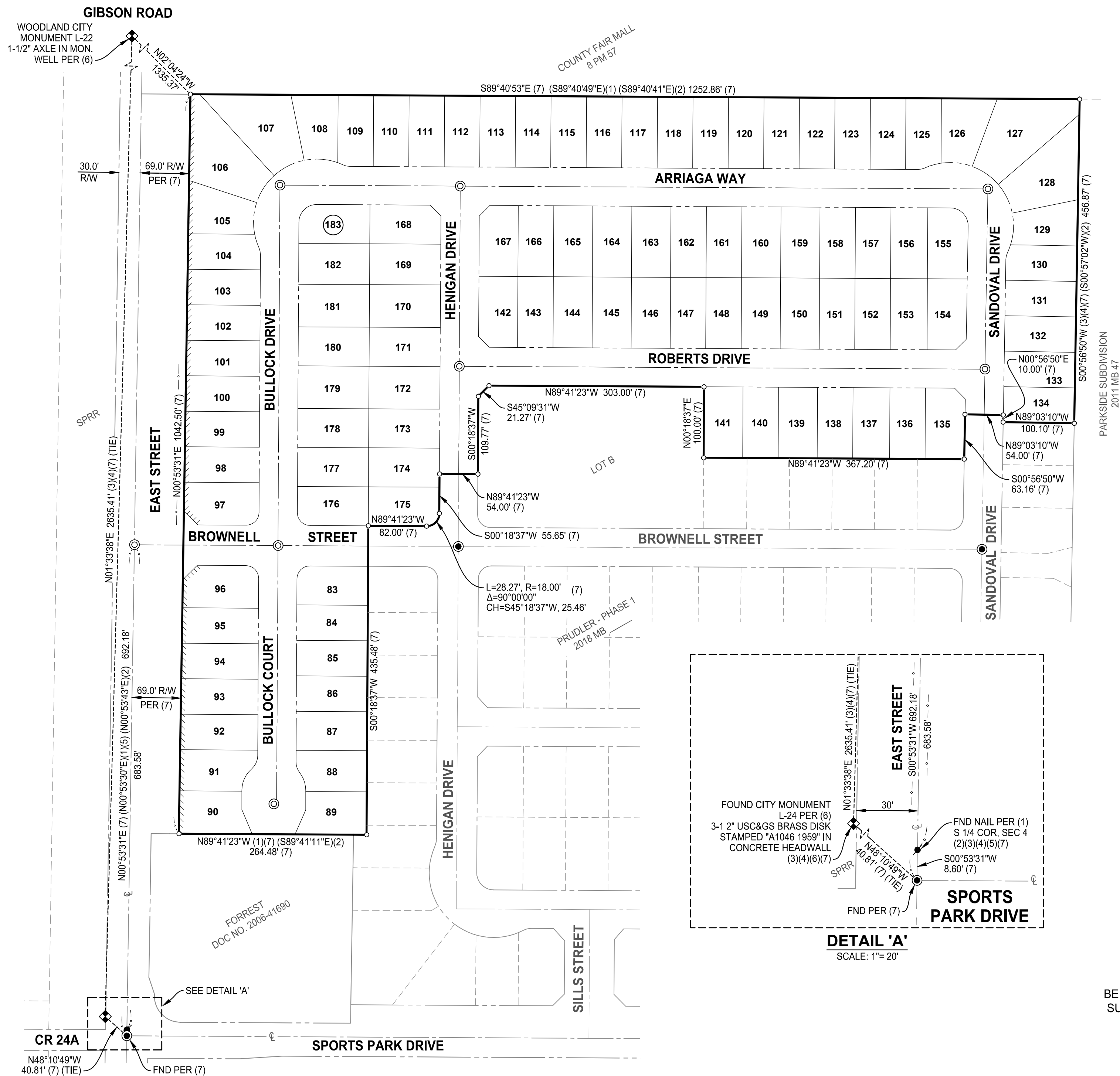
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CUNNINGHAM ENGINEERING

FEBRUARY 2022

SHEET 5 OF 5 SHEETS





BASIS OF BEARINGS:

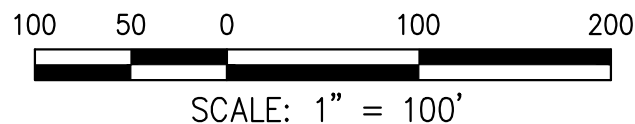
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NOTES:

1. THE SUM OF THE PARTS OF A LINE, CURVE OR AREA MAY NOT BE EQUAL TO THE WHOLE LENGTH OR ACREAGE DUE TO ROUNDING.
2. ALL DISTANCES SHOWN ARE GROUND, AND EXPRESSED IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
3. EASEMENTS OR OTHER ENCUMBRANCES MAY AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. ABANDON 57' EVA AND WATER LINE EASEMENT PER 2018 MB _____ IN ACCORDANCE WITH SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT.
5. REAR LOT CORNERS WILL BE MONUMENTED BY A 5/8" X 18" REBAR WITH PLASTIC CAP - LS 5161. FRONT CORNERS WILL BE MONUMENTED BY A NAIL AND TAG IN SIDEWALK - LS 5161, PRODUCED 1.00 FEET FROM PROPERTY CORNER INTO CONCRETE SIDEWALK.



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JULY 2018

SHEET 2 OF 5 SHEETS

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WOODLAND CITY MONUMENT L-22
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COUNTY FAIR MALL
8 PM 57

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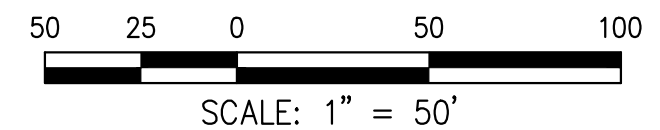
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JULY 2018

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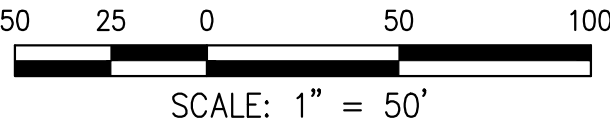
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CUNNINGHAM ENGINEERING

JULY 2018

SHEET 5 OF 5 SHEETS



RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

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

(Exempt from Filing Fees – Government Code § 2783)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 4856 and 5121

between

THE CITY OF WOODLAND

a California municipal corporation

and

AG ESSENTIAL HOUSING CA 1, L.P.

A Delaware limited partnership

and

LENNAR HOMES OF CALIFORNIA, LLC

a California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 4856 and 5121

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the CITY OF WOODLAND, a California municipal corporation ("City") AG Essential Housing CA 1, L.P., a Delaware limited partnership ("Owner"), and Lennar Homes of California, LLC., a California limited liability company ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Owner's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland City Council on September 6, 2016. The tentative subdivision map is identified in City records as Subdivision Map No. 4856 ("Map").

B. Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement, with the consent of Owner.

C. Developer, on behalf of the Owner, has submitted and requests approval of Final Map No. 4856 and 5121, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

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

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

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

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

III. TERMS

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

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

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

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

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

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

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

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

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations

in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

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

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

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

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

acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

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

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

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

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

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the

improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

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

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

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

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

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

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

9.0 Default; Notice; Remedies.

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

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

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

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

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

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

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

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

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

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

landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Thirteen Million One Hundred Ninety Thousand, Five Hundred Dollars (**\$13,190,500**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Six Million Five Hundred Ninety-Five Thousand Two Hundred Fifty Dollars (**\$6,595,250**), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

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

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

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

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

14.0 Insurance.

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

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

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

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

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

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

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

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

14.5 Endorsements.

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

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

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the

indemnified parties shall not contribute with this primary insurance.

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

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

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

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

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

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

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

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

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City,

except ten (10) days prior written notice shall be allowed for non-payment of premium.

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

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

17.0 General Provisions.

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

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

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

CITY:	DEVELOPER:	OWNER:
City of Woodland	Lennar Homes of California, LLC	AG Essential Housing CA 1, L.P.
300 First Street	1025 Creekside Ridge, Suite #240	8585 E. Hartford Dr, Suite 118
Woodland, CA 95695	Roseville, CA 95678	Scottsdale, AZ 85255
Attn: City Engineer	Attn: Division President	

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

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

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

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

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

assigns of the required Public Improvements to be constructed and their time frame for construction.

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

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

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

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

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

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

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the

subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

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

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

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

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

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

CITY OF WOODLAND

By: _____
Ken Hiatt, City Manager

**AG ESSENTIAL HOUSING CA 1, L.P.
a Delaware limited partnership**

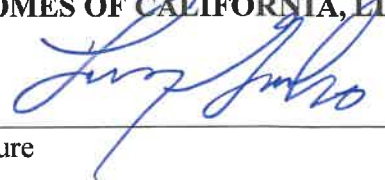
By: AGWIP Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: 
Steven S. Benson, its Manager

ATTEST:

By: _____
Ana Gonzalez, City Clerk

LENNAR HOMES OF CALIFORNIA, LLC

By: 
Signature

Larry Gualco
Print Name

Vice Pres.
Title

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

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

ACKNOWLEDGMENT

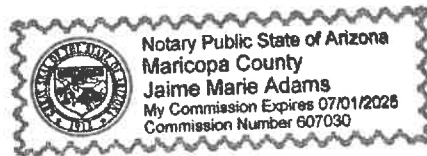
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On February 2, 2022, before me, Jaime Marie Adams, the undersigned notary public, personally appeared Steven S. Benson, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Placer } ss.

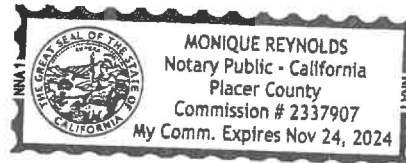
On February 8, 2022 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco

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

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

WITNESS my hand and official seal.

Monique Reynolds
Signature
My Commission Expires Nov. 24, 2024



OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Main Street

East Main Street

College Street

East Street

Gibson Road

Bourne Drive

East Gibson Road

Farmers Central Road

Heritage Parkway

Road 102

Harry Lorenzo Ave

HWY 113
To Davis

25A

Page 72

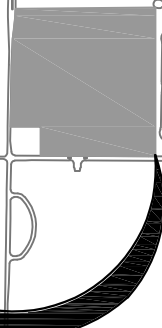
City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION



Prudler Ph. 1 & 2

SM 4856 & 5121





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.8
SUBJECT: 2020 Homeland Security Grant Budget Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$45,805 to the Other Federal Grants Fund (330) for the purchase of Self-Contained Breathing Apparatus cylinders as awarded under the 2020 Homeland Security Grant Program.

Staff Contact:

Eric Zane, Fire Chief - (530)661-5861, eric.zane@cityofwoodland.org

Fiscal Impact:

The requested \$45,805 appropriation to fund 330 will ultimately be cost neutral. The requested funds will cover the initial expenditure of grant funds totaling \$45,805, which will be reimbursed through the 2020 Homeland Security Grant award received by the City of Woodland Fire Department.

Background:

In January 2020, the Woodland Fire Department and the UC Davis Fire Department submitted a joint application for the 2020 Homeland Security Grant, for Self-Contained Breathing Apparatus (SCBA) cylinders. The Homeland Security Grant Program (HSGP) provides funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. The Woodland Fire Department was successful in receiving the grant award and accepted the grant in September 2021. The grant funds will be used to purchase 37 additional SCBA cylinders to ensure there are enough spare cylinders to complete operations in immediately dangerous to life and health environments (IDLH), without delaying operations. The cylinders will be split between the Woodland Fire Department and UC Davis Fire Department.

The equipment will benefit the entire operational area as all Yolo County Fire Departments are operating the same SCBA system, aiding in interoperability. In particular, the UC Davis Fire Department and City of Woodland Fire Department provide Hazardous Materials response, mitigation, and decontamination for the entire county. Having the same equipment, including SCBA's, provides redundancies and aids in our ability to respond and support each other as a team.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$45,805 to the Other Federal Grants Fund (330) for the purchase of Self-Contained Breathing Apparatus cylinders as awarded under the 2020 Homeland Security Grant Program.

Prepared by: Jeran Scruggs, Management Analyst

Reviewed by: Eric Zane, Fire Chief

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 - 2020 HSGP-fin

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE APPROPRIATION OF \$45,805 TO THE OTHER FEDERAL
GRANTS FUND (330) FOR THE PURCHASE OF SELF-CONTAINED BREATHING
APPARATUS CYLINDERS AS AWARDED UNDER THE 2020 HOMELAND
SECURITY GRANT PROGRAM**

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the 2020 Homeland Security Grant Program (HSGP) for Self-contained breather apparatus (SCBA) cylinders; and

WHEREAS, the Woodland Fire Department will use these funds to purchase spare cylinders to be split between WFD and UCDFD to complete operations in immediately dangerous to life and health environments (IDLH), without delaying operations; and

WHEREAS, the City of Woodland will be reimbursed \$45,805 through the HSGP for the purchase.

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

SECTION 1. That the City Council hereby authorizes the City Manager to appropriate \$45,805 to the Other Federal Grants Fund (330) for the purchase of the awarded equipment.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of March, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.9
SUBJECT: Woodland Fire Department Annual Inspection Compliance Report

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, acknowledging the City of Woodland Fire Department's Compliance with 13146.2 and 13146.3 of the California Health and Safety Code.

Staff Contact:

Emily Walling, Fire Marshal, (530) 661-5855, emily.walling@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact associated with this report.

Background:

On September 27, 2018, SB 1205 became effective, and added a new section to the California Health and Safety Code, which affects every fire department or fire district in the State of California. Existing state law requires every fire department or district providing fire protection services to inspect every building used as a public or private school, hotels, motels, lodging houses, and apartment houses on an annual basis. Woodland Fire Department has, and continues to strive to complete all of these mandated inspection facilities annually. Upon the passing of SB 1205 in 2018, the Fire Department is required to report compliance numbers for these inspections to City Council annually and acknowledge receipt of the compliance report through a resolution.

As reported last year, the Woodland Fire will be reporting on the 2020/2021 fiscal year in order to provide a complete picture of required annual inspections. While the bill requires only the reporting of public or private school, hotels, motels, lodging houses, and apartment houses, Woodland Fire has elected to report inspection data on additional occupancies within the City that pose a higher risk, such as places of assembly and hospitals. The attached report includes inspection numbers for healthcare facilities, theaters, restaurants, places of worship, and indoor sporting event buildings. The highlighted portion represents the numbers required by the bill.

This fiscal year, our inspection program mirrored the modified version as the previous year, given the constantly changing “visitor” requirements in each facility. Our staff was sensitive to the damaging effects, operationally, emotionally and financially, that this pandemic had on our community and worked very closely with business owners to ensure the safety of their operations, while also navigating the changing requirements throughout the year. Therefore, the reportable numbers are higher than the previous year, but are not as high as they have been in the past. The approved inspection fee waiver program, designed to offset further economic impact to our businesses and assemblies continued for the majority of this fiscal year. The fee waiver program allowed any person doing business in Woodland to apply for a waiver of all Fire Department inspection fees associated with their business as long as they demonstrated that there was negative fiscal impact from the COVID response.

Discussion:

The purpose of SB 1205 was to require fire departments to review and report on occupancies inspected within the jurisdiction that are mandated to be inspected annually by the State. Analysis of this data allows the opportunity to address any missing inspections, or improve the inspection program as needed. While Fire Department staff continually strive to achieve 100% completion of all occupancy inspections, it is recognized

that fluctuations in workload, construction volume, limited staffing, and most notably COVID-19, provide a challenge to this goal.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, acknowledging the City of Woodland Fire Department's Compliance with 13146.2 and 13146.3 of the California Health and Safety Code.

Prepared by: Emily Walling, Fire Marshal

Reviewed by: Eric Zane, Fire Chief

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. Woodland SB 1205 Resolution 2022
2. Fire Department SB 1205 Annual Report 2022

RESOLUTION xx-xx

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WOODLAND ACKNOWLEDGING THE CITY OF WOODLAND FIRE
DEPARTMENT'S COMPLIANCE WITH SECTIONS 13146.2 AND 13146.3 OF THE
CALIFORNIA HEALTH AND SAFETY CODE**

WHEREAS, California Health and Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, California Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, and apartment house for compliance with building standards; and

WHEREAS, the City of Woodland Fire Department conducted 30 of 30 Group E (schools/commercial pre-schools), 7 of 11 Group R-1 (hotel and motel) and 110 of 135 Group R-2 (apartment, lodging house, etc.) occupancy inspections for the fiscal reporting period of 2020/2021; and

WHEREAS, the COVID-19 pandemic had a significant effect on business operations throughout the City, including school closures starting in March 2020, which affected the inspection program; and

WHEREAS, the City Council of Woodland intends this Resolution to fulfill the requirements of the California Health and Safety Code regarding acknowledgment of the Woodland Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland expressly acknowledges the measure of compliance of the City of Woodland Fire Department with the California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Woodland as follows:

PASSED AND ADOPTED this 1st day of March, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney



WOODLAND FIRE DEPARTMENT

Inspection Compliance Report

DATE: March 1, 2022

SUBJECT: Annual Inspection Compliance Report to Fulfill California HSC Sec. 13146.2 and 13146.3.

Woodland Fire Department Annual Inspection Compliance Report			
Occupancy Type	Total # of Occupancies	Completed in FY 20/21	% Complete
E (Schools)	30	30	100%
R-1 (Hotels, Motels)	11	7	64%
R-2 (Apartment, Lodging houses)	135	110	81%
Total E & R Occ. (Reportable)	176	147	
I-2 (Hospital, Nursing Homes)	6	6	100%
I-2.1 (Outpatient Facilities)	3	2	66%
I-4 (Adult Day Care)	2	2	100%
Total I Occ.	11	10	
A-1 (Theaters)	3	2	66%
A-2 (Restaurants)	55	42	76%
A-3 (Places of Worship)	52	18	35%
A-4 (Indoor Sport Facilities)	2	2	100%
Total A Occ.	112	64	



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.10
SUBJECT: Second Reading and Adoption of Personal Cultivation of Cannabis Ordinance

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1682, An Ordinance of the City Council of the City of Woodland, California Amending Section 17.108.070 of the Woodland Municipal Code to Change the Penalty Provisions for Violations of Chapter 17.108 Regarding Personal Cultivation of Cannabis.

Background:

The introduction of this ordinance occurred at the February 15, 2022 Council meeting. This is the second reading and adoption of the ordinance. This ordinance shall take effect thirty (30) days after its adoption.

Prepared by: Ana B. Gonzalez, City Clerk

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

Ken Hiatt
City Manager

Attachments:

1. Ord 1682 re Cannabis Penalties-c1

ORDINANCE NO. 1682

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA AMENDING SECTION 17.108.070 OF THE WOODLAND MUNICIPAL CODE TO CHANGE THE PENALTY PROVISIONS FOR VIOLATIONS OF CHAPTER 17.108 REGARDING PERSONAL CULTIVATION OF CANNABIS

WHEREAS, the current ordinance allows for personal cultivation of cannabis. Cannabis is only allowed to be cultivated indoors and cultivation outdoors is prohibited; and

WHEREAS, cannabis cultivation occurring within a residence and/or detached structure shall not exceed more than a cumulative total of six living plants at one time. Any violation of this chapter is declared to be a public nuisance; and

WHEREAS, upon conviction thereof, the violator shall be punished by a fine not exceeding \$100.00 for a first violation, \$200.00 for a second violation within one year, and \$500.00 for each additional violation within one year; and

WHEREAS, the Woodland Police Department and Code Enforcement have located and observed locations in violation of the number of allowable plants and in violation of the location to personally cultivate cannabis; and

WHEREAS, the potential revenue from illegal cannabis cultivation far outweighs the existing fines, making illegal cultivation worthwhile.

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

Section 1. Recitals. The recitals set forth above are true and correct and incorporated as though fully set forth herein.

Section 2. Amendment to the Woodland Municipal Code. Section 17.108.070 of the Woodland Municipal Code is hereby modified to read as follows:

17.108.070. Penalty.

- a. A violation of this chapter shall either be a misdemeanor or an infraction at the discretion of the prosecuting attorney. However, notwithstanding anything in this code to the contrary, persons violating this chapter shall not be subject to criminal liability under this code solely to the extent such conduct or condition is immune from criminal liability pursuant to the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) and/or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.) as they may be amended. This section does not prohibit the City from

abating violations of this chapter by any administrative, civil or other non-criminal means. In such cases, a violation of this chapter may be considered the civil or administrative equivalent of an infraction or misdemeanor as applicable.

- b. The administrative citation penalty for each and every marijuana plant cultivated in violation of this Chapter shall be One Hundred Dollars (\$100) for the first plant over the authorized limit, Two Hundred Dollars (\$200) for the second plant over the authorized limit, Five Hundred Dollars (\$500) per plant for three or more plants over the authorized limit, plus One Thousand Dollars (\$1,000) per plant per day the plant remains unabated past the abatement deadline set forth in the administrative citation.
- c. Any property upon which a violation of this Chapter is found shall be subject to immediate abatement by the City.
- d. In addition to any administrative penalty assessed for violation of this Section, any person found in violation of this Section will be charged abatement costs and expenses as described in Section 9.04.090, calculated to recover the total costs incurred by the Chapter in enforcing this Section.
- e. Each day a person is in violation of this Chapter shall be considered a separate violation.

Section 3. Severability. If any provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. Effective Date and Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, including the vote for and against the same within fifteen (15) days of its adoption, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated:_____



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.11
SUBJECT: Contract with Mark Thomas for Caltrans Project Report for SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14; 2) Appropriate \$300,000 from the Road Development Fund (582) to the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP 21-14; 3) Authorize the City Manager to execute a consultant agreement with Mark Thomas in the amount of \$235,136 for preparation of a Caltrans Project Report for the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14.

Staff Contact:

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

Fiscal Impact:

The funding allocated within this Council item will fund the Caltrans Project Report and staff management costs. These efforts will be funded by the Road Development Fund (Fund 582). Subsequent preparation of project construction documents (plans, specifications, and cost estimates) will be funded by Fund 682 – SLIF Roads to be reallocated from CIP 20-05 (SR 113/CR25A Interchange Modification Project – Phase 1) after all PO's associated with that project are closed. CIP 20-05 was originally planned as an interim project assigned to the Spring Lake Infrastructure Fund (SLIF) to facilitate build-out of Spring Lake and minor growth of the Woodland Research and Technology Park (WRTP). Subsequent traffic studies have concluded that the interim project can be terminated in favor of one ultimate improvement project. Therefore, the remaining SLIF funds reserved for the interim project (approx. \$1.575M) will be used for design and construction of the ultimate project. The majority of the project funding will come from revenues generated by development of the WRTP.

Current estimates of the total project cost are around \$10.5 million. The following table represents the currently estimated breakdown of project funding sources:

Funding Source	Amount
Road Development (Fund 582)	\$2,235,000
SLIF Road (Fund 682)	\$1,575,000
Future WRTP Development Fund	\$6,690,000
Total	\$10,500,000

There is no impact on the general fund.

Background:

The City of Woodland received Planning Application PLNG17-0017 for the Woodland Research and Technology Park Specific Plan (SP-1A) on March 6, 2017. The project, initiated by the majority landowner within the proposed Specific Plan boundary and, in communication with the remaining four property owners, encompasses 351 acres southeast of Farmer's Central Road and Highway 113. As envisioned, the plan aligns with the goals and policies prescribed for the southern "new growth" areas by the 2035 General Plan.

On June 6, 2017, the City of Woodland authorized City staff to proceed with preparation of the Specific Plan as

proposed by the Woodland Research and Technology Group (“Applicant”) (PLNG1700017).

As the Woodland Research and Technology Park Specific Plan builds out, improvements to SR113/CR25A interchange will be required. Caltrans has various procedures in place to plan and construct the required improvements. The City relies on the use of professional services consultants to assist in the development of these documents to keep the project on schedule.

On May 15, 2018, the City Council approved a Professional Engineering Services agreement with Mark Thomas for \$153,769 (subsequently reduced to \$144,337), whereby Consultant agreed to provide professional engineering design and consulting services for the Woodland Research and Technology Park Parkland Overcrossing and State Route 113 at County Road 25A (SR113/CR 25A) Interchange Project Study Report/Project Development Study (PSR/PDS) project (“Project”). The PSR-PDS process is a required Caltrans stepped process whereby the planning aspects of the PSR-PDS must be verified through the civil engineering design prior to approval to continue the process to receive final approval to construct improvements to Caltrans transportation facilities within their ROW. After the PSR-PDS is completed, the next step is usually the preparation of a Project Report where several project design alternatives are evaluated in great detail and presented for Caltrans’ consideration.

Discussion:

As part of the PRS/PDS analysis, staff looked at a range of alternatives for the ultimate SR113/CR25A interchange improvements. Upon completion of the study, it became apparent that the option considering the construction of single-lane roundabouts was clearly the preferred alternative from a cost, right-of-way, and traffic impact perspective. Given that fact, City staff and the consultant team came to the conclusion that the project may meet the criteria for a less arduous process whereby Caltrans would simply review the project as part of the encroachment permit process. After several subsequent meetings with Caltrans management team, City staff, with the assistance of Mark Thomas, successfully lobbied with Caltrans to have the project studies reduced to an abbreviated “Project Report.” Although, Caltrans is still requiring the preparation of a Project Report, they have agreed to a reduced scope of work for a document that would normally cost the City \$700-800k to produce. The proposed Mark Thomas contract is for the preparation of an abbreviated Caltrans “Project Report” at a total contract amount of \$235,136.

Staff is requesting City Council approval of this contract with Mark Thomas. Mark Thomas was selected through a Quality Based Selection process. Mark Thomas carries a significant amount of vested knowledge in navigating the Caltrans project approval process. The selection of Mark Thomas also took under consideration the consultant’s experience and direct involvement in providing design services for the City’s SR113 Pedestrian/Bicycle Overpass, as well as their experience and qualifications working on the Spring Lake Specific Plan and the Woodland Research and Technology Park Specific Plan.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14; 2) Appropriate \$300,000 from the Road Development Fund (582) to the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP 21-14; 3) Authorize the City Manager to execute a consultant agreement with Mark Thomas in the amount of \$235,136 for preparation of a Caltrans Project Report for the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Professional Services Contract - Mark Thomas
3. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE MARK THOMAS CONSULTANT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES (CALTRANS PROJECT REPORT) FOR
THE SR113/CR25A ULTIMATE INTERCHANGE IMPROVEMENT PROJECT (CIP 21-
14)**

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

WHEREAS, development of the WRTP will trigger certain improvements within Caltrans right-of-way at the State Route 113/County Road 25A interchange; and

WHEREAS, On May 15, 2018, the City Council Approved a Professional Engineering Services agreement with Mark Thomas in an amount of \$153,769 (subsequently reduced to \$144,337), whereby Consultant agreed to provide professional engineering design and consulting services for the Woodland Research and Technology Park Parkland Overcrossing and State Route 113 and County Road 25A (SR113/Rd25A) Interchange Project Study Report/Project Development Study (PSR/PDS) project; and

WHEREAS, the PSR/PDS process identified a preferred alternative including single-lane roundabouts to control traffic through the interchange, and Caltrans agreed to an abbreviated Project Report as the next phase of project development to further analyze the preferred alternative; and

WHEREAS, Mark Thomas submitted a proposal on February 14, 2022 for the preparation of a Caltrans Project Report for the SR113/CR25A Ultimate Interchange Improvement Project (CIP 21-14); and

WHEREAS, Mark Thomas was selected through a quality based selection process; and

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

WHEREAS, the City wishes to create a new CIP project called “SR 113/CR 25A Ultimate Improvement Project” (CIP 21-14); and

WHEREAS, the City Council wishes to approve the appropriation of Road Development Funds (Fund 582) through 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 creation of a new capital project, SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14, and approves the funding appropriation of \$300,000 from Road Development Fund (582) to this same project.

Section 2. The City Council hereby approves this consultant services agreement with Mark Thomas in the amount of \$235,136, for Professional Engineering Services in preparing a Caltrans Project Report for the SR 113/CR 25A Ultimate Interchange Improvement Project (CIP 21-14), and authorizes the City Manager, or his designee, to execute the agreement. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular City Council meeting held on the 1st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES

CM #	
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This Agreement is made and entered into this _____ day of _____, 2022 by and between the City of Woodland, a California municipal corporation (“City”) and Mark Thomas, a corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering design services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services for the SR 113/CR 25A Ultimate Interchange Improvement Project (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering design consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from March ___, 2022 to June 30, 2023 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties

may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

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

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Thirty Five Thousand One Hundred Thirty Six Dollars (\$235,136) without written approval of City’s City Engineer. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or

property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Aaron Silva.

5.3.1 City's Representative. The City hereby designates Ed Wisniewski, Senior Civil Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates Zach Siviglia, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be

in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.2.5 Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and 6.2.5 Contractor's Pollution Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

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

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

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

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

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

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

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

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

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

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

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to

withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created

pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Ed Wisniewski, Community Development Dept.

Consultant:

MARK THOMAS
701 University Avenue, Suite 200
Sacramento, CA 95825
Attn: Aaron Silva

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

11.2.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant.

Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 California Labor Code Requirements.

11.5.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

11.5.2 If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

11.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend,

indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

11.6 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or

payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

11.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.21 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

MARK THOMAS

By: _____
Ken Hiatt
City Manager

By: _____
Name:
Title:

Attest:

By: _____
Ana Gonzalez
City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

SCOPE OF WORK

Mark Thomas will follow the scope of work below for the State Route 113/CR25a Interchange project for the City of Woodland (City). In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas.

It is proposed that work required to support/complete the project report will be performed by the following:

- Traffic Operations Analysis Report – Fehr & Peers

TASK 1. PROJECT MANAGEMENT

Mark Thomas will manage the project team, which includes managing the team, general project coordination with the City, preparing contract paperwork, memo's, letters and e-mail, making phone calls, preparing invoices and monthly progress report and maintaining project files. We will update the Critical Path Schedule (CPM) on a monthly basis to track performance and identify issues that could either delay or accelerate the schedule. Each submittal will clearly be shown in the CPM and tracked for internal progress and external review periods. The CPM will be presented as a discussion item at each Project Development Team (PDT) meeting. Other managerial duties include keeping the Project History file up to date.

Task 1.1. Caltrans Project Development Team Meetings

Mark Thomas will establish a Caltrans Project Development Team (PDT) including members of the design team, City, Caltrans, and other individuals critical to the project delivery. This task includes preparing agendas and summarizing the meeting notes, including action items. Action items will be tracked until resolved. This scope assumes a total of 8 over the anticipated 8-month schedule.

Task 1.2. Quality Assurance / Quality Control

Mark Thomas will prepare a project specific work plan to identify the work products, the Quality Assurance Manuals to be used and the deliverables to be reviewed. We will complete and document an independent technical review of each major submittal. Review comments will be addressed prior to submittal to the City.

TASK 1 DELIVERABLES:

- Meeting notes and agendas
- Monthly Invoices and Progress Reports
- Project Schedule
- QA/QC Plan and Reviews

GENERAL ASSUMPTIONS:

- All deliverables will be in electronic format, except where hardcopies are noted

TASK 2. PRELIMINARY ENGINEERING

Task 2.1. Traffic Analysis

Based on work completed by Fehr & Peers for the Woodland Research and Technology Park (WRTP) Specific Plan EIR – Transportation Impact Study Appendix, below is a summary of coordination required to support the development of a Project Report/TOAR.

- *Traffic Analysis Approach and Methodology Technical Memorandum*
- *Data Collection and Existing Conditions Analysis for Existing 2022 Conditions*
- *Freeway Mainline and Ramp Junction Analysis using HCS*
- *Intersection Analysis using SimTraffic and SIDRA*
- *Develop Traffic Forecasts using SACOG / City of Woodland Travel Demand Model*
- *Complete VMT Analysis using SACOG / City of Woodland Travel Demand Model*
- *Construction Year 2025 Conditions Safety Analysis (Level of Service and Queues)*
- *Design Year 2045 Conditions Safety Analysis (Level of Service and Queues)*
- *Construction Year and Design Year Intersection and Freeway Operations and Safety Analysis*
- *Traffic Operations Analysis Report (TOAR)*

We will use as much information from the WRTP Specific Plan EIR – Transportation Impact Study Appendix as possible, including the Synchro / SimTraffic traffic operations models for the SR 113 / CR 25A interchange area. We will also use SIDRA for roundabout analysis and Highway Capacity Software (HCS) for the freeway mainline, off-ramp diverge and on-ramp merge analysis.

Task 2.2. Geometric Approval Drawings

For the Draft and Final Project Report, Mark Thomas will prepare Geometric Approval Drawings (GADs) for Caltrans review and approval for a single build alternative. The purpose of the GAD is to identify geometric design features, right of way footprint and necessary design exceptions. The GAD will show alignment, superelevation, profile and typical cross sections. The profile will be sufficient for the PA& ED phase but may need to be refined with additional survey data during final design phase

Task 2.3. Storm Water Data Report

Mark Thomas will prepare a Storm Water Data Report in accordance with Caltrans procedures using information developed under Task 2.2.

Task 2.4. Structure Advance Planning Studies

Mark Thomas will develop an additional Structure Advance Planning Studies (APS) for the addition of sidewalk of the CR25a overcrossing. An APS Design Memo will document proposed barrier improvements, construction staging, and constructability. The approved APS will be included as part of the Project Report.

Task 2.5. Right of Way Data Sheet

Monument will prepare ROW Data Sheets for the build alternative. We are assuming impacts to 1 parcel, with no relocations. The scope of work for preparing Right-of-Way Data Sheets for the alternative under consideration includes:

- Take an inventory of the affected property.
- Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.
- Visually inspect each property (exterior street view) and evaluate effects of proposed acquisition.
- Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each full property acquisition or the cost of the partial acquisition (plus damages) using the data sets created and utilizing our various real estate value data bases.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/escrow, and legal services).

The final cost information determined from the accumulation of data will then be transferred into the appropriate format for application to the Right of Way Data Sheets, or other format required by the project.

Task 2.6. Landscape Assessment Architecture Sheet

Mark Thomas will prepare a draft and final Landscape Assessment memo for improvements related to the landscape of the interchange. The memo will include a description of existing conditions and site setting and provide recommendations regarding plant types, placement, physical character, and visual impacts of landscape improvements.

TASK 3 DELIVERABLES

- Draft and Final GADs
- Draft and Final DIB 78
- Structure APS
- Draft and Final Storm Water Data Report
- Right of Way Data Sheet
- Landscape Assessment Architecture Sheet

TASK 3. PROJECT REPORT

Task 3.1. Cost Estimates

Mark Thomas will prepare quantities and unit costs for the build alternative and complete the 11-page Caltrans Preliminary Project Cost Estimate Summary. Approximate quantities will be developed, and unit costs determined based on Caltrans Contract Cost Data and recent applicable bid results. The 11-page estimate will also include supplemental items, state furnished materials and an estimate of Capital Outlay Support Costs.

Task 3.2. Traffic Management Plan

Consistent with Caltrans standards, Mark Thomas will prepare a Traffic Management Plan (TMP) checklist and for inclusion in the PR. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, COZEEP requirements, and a review of construction strategies. The TMP will be submitted to Caltrans for approval and will be included as an attachment to the Project Report.

Task 3.3. Risk Management Plan

The plan will be prepared to PA&ED phase standards and submitted to Caltrans for approval as part of the draft and Final Project Report. The Risk Management Plan is a tool to be used to keep the City and Caltrans informed of risks and what efforts can be utilized to reduce risks and costs.

Task 3.4. Project Report

Mark Thomas will prepare the Draft and Final Project Report (PR) for distribution, review and approval by the City, Caltrans, and selected PDT members.

We will prepare the Project Report (PR) for distribution, review and approval by Caltrans, and the rest of the PDT. The PR will be prepared in conformance with Caltrans Project Development Procedures Manual latest guidelines and format style will include the supporting information (GADs, Traffic Studies, Cost Estimates, etc.) listed above.

TASK 5 DELIVERABLES

- Draft and Final 11-page Cost Estimate
- Draft and Final TMP
- Draft, Periodic Updates and Final Risk Management Plan
- First draft of Draft Project Report
- Final Project Report (One Hardcopy with Attachments)

ASSUMPTIONS/EXCLUSIONS

- No underground locations (potholing) are included in this scope of work.
- Drainage Report and Location Hydraulic Study will not be required.
- This scope of work assumes a Design Standard Decision Document will not be required.
- This scope of work assumes a Life Cycle Cost Analysis will not be required.
- This scope assumes the Final EIR for the Spring Lake Specific Plan will be used as the project's environmental document.
- This scope assumes the final GDMR and ADL reports will be sufficient and no additional geotechnical analysis will be required.

EXHIBIT “B”
SCHEDULE OF SERVICES

Complete Project Report within 6 months of contract execution.

EXHIBIT “C”
COMPENSATION

SEE ATTACHED FEE PROPOSAL

COST PROPOSAL FOR PROJECT SCOPE: Woodland-SR113/CR25A Interchange

 MARK THOMAS													Subconsultants		TOTAL COST
	Sr. Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Intern	LAUD Project Manager	Landscape Architect	Sr. Project Accountant	Sr. Project Coordinator	Total Hours	Total MT Cost	Fehr & Peers	Monument	
	\$270	\$200	\$147	\$121	\$147	\$68	\$216	\$162	\$165	\$154					
	AS/EF	MM	Jl	LK/AC/JZ											
1.0 PROJECT MANAGEMENT															
1.1 Caltrans Project Development Team Meetings	36	36									72	\$16,920	-	-	\$16,920
1.2 Quality Assurance/Quality Control	30	16							12	12	70	\$15,128	-	-	\$15,128
Subtotal Phase 1	66	52	0	0	0	0	0	0	12	12	142	\$32,048	\$0	\$0	\$32,048
2.0 PRELIMINARY ENGINEERING															
2.1 Traffic Analysis	16	16									32	\$7,520	54,000	-	\$61,520
2.2 Geometric Approval Drawings	24	64	100		40						228	\$39,860	-	-	\$39,860
2.3 Storm Water Data Report	4	36	40								80	\$14,160	-	-	\$14,160
2.4 Structure Advance Planning Studies	8	36			40						84	\$15,240	-	-	\$15,240
2.5 Right of Way Data Sheet	2	8	8								18	\$3,316	-	1,500	\$4,816
2.6 Landscape Assessment Architecture Sheet		4					8	36			48	\$8,360	-	-	\$8,360
Subtotal Phase 2	54	164	148	0	80	0	8	36	0	0	490	\$88,456	\$54,000	\$1,500	\$143,956
3.0 PROJECT REPORT															
3.1 Cost Estimates	4	8	36								48	\$7,972	-	-	\$7,972
3.2 Traffic Management Plan	4	24									28	\$5,880	-	-	\$5,880
3.3 Risk Management Plan	24	16									40	\$9,680	-	-	\$9,680
3.4 Project Report	36	100	40								176	\$35,600	-	-	\$35,600
Subtotal Phase 3	68	148	76	0	0	0	0	0	0	0	292	\$59,132	\$0	\$0	\$59,132
TOTAL HOURS	188	364	224	0	80	0	8	36	12	12	924				
Anticipated Salary Increases												\$0	\$0	\$0	\$0
OTHER DIRECT COSTS												\$0	\$0	\$0	\$0
TOTAL COST	\$50,760	\$72,800	\$32,928	\$0	\$11,760	\$0	\$1,728	\$5,832	\$1,980	\$1,848		\$179,636	\$54,000	\$1,500	\$235,136

LOCATION MAP





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.12
SUBJECT: Revised City Council Resolution for State Homekey Application
(Permanent Supportive Housing Project)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the submittal of a State Homekey grant application for up to \$16,000,000 to support the purchase of modular housing units for the 61-unit Permanent Supportive Housing project at the East Beamer Way development site.

Staff Contact:

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

Fiscal Impact:

There is no impact to the General Fund. The grant application includes an administrative component to help defray City staff and legal costs that may be incurred for administering the grant.

Background:

The City Council on October 19, 2021 approved Resolution No. 7798 authorizing the joint submittal of a State Homekey grant application with Friends of the Mission in support of the 61-unit Permanent Supportive Housing project at the East Beamer Way development site.

Discussion:

Because the Homekey resolution template used by the City was a draft version posted to the Homekey website, the State has instructed the City to submit a revised resolution. The revised resolution updates the notice of funding availability issuance date for Homekey and removes expenditure deadline references for capital expenses and capitalized operating subsidies. While the City's Homekey application was not funded at the regional level, the State has other funds available for projects not funded at the regional level and the City's application remains under consideration.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the submittal of a State Homekey grant application for up to \$16,000,000 to support the purchase of modular housing units for the 61-unit Permanent Supportive Housing project at the East Beamer Way development site.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Homekey Resolution March 1, 2022
2. City Council Resolution 7798 Oct 19, 2021

AUTHORIZING RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WOODLAND AUTHORIZING JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM

WHEREAS:

- A. The Department of Housing and Community Development ("**Department**") has issued a Notice of Funding Availability, dated September 9, 2021 ("**NOFA**"), for the Homekey Program ("**Homekey**" or "**Program**"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.).
- B. The City Of Woodland ("**Co-Applicant**") desires to jointly apply for Homekey grant funds with Friends of the Mission ("**Corporation**"). Therefore, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds ("**Application**") to the Department for review and consideration.
- C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("**Standard Agreement**"), and all other legal requirements of the Homekey Program.

THEREFORE, IT IS RESOLVED THAT:

- 1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed **\$16,000,000**.
- 2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed **\$16,000,000**, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "**Homekey Documents**").
- 3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

4. The City Manager, or his designee, is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

PASSED AND ADOPTED this 1st day of March, 2022, by the following vote:

AYES: [#] NAYES: [#] ABSTAIN: [#] ABSENT: [#]

The undersigned, Ana B. Gonzalez, City Clerk of the City of Woodland, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

RESOLUTION NO. 7798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPLICATION TO THE HOMEKEY PROGRAM

WHEREAS:

- A. The Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (“NOFA”), dated July 16, 2020, for the Homekey Program (“Homekey” or “Homekey Program”). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.)
- B. City of Woodland (“Applicant”) desires to apply for Homekey grant funds. Towards that end, Applicant is submitting an application for Homekey funds (“Application”) to the Department for review and consideration.
- C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement (“Standard Agreement”), and all other legal requirements of the Homekey Program.

THEREFORE, IT IS RESOLVED THAT:

- 1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the NOFA, dated July 16, 2020, and to apply for Homekey grant funds in a total amount not to exceed \$16,000,000.00 That amount includes \$-9,250,000 for capital expenditures (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(1)-(6)) and \$-2,160,000 for a capitalized operating subsidy (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(7)). These amounts are to be determined by the state once grant funds are allocated.
- 2. If the Application is approved, Applicant is hereby authorized and directed to ensure that any funds awarded for capital expenditures are spent by December 30, 2020, and that any funds awarded for capitalized operating subsidies are spent by June 30, 2022.
- 3. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$16,000,000, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all

4. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
5. The City Manager, or his designee, is authorized to execute the Application and the Homekey Documents on behalf of Applicant for participation in the Homekey Program.

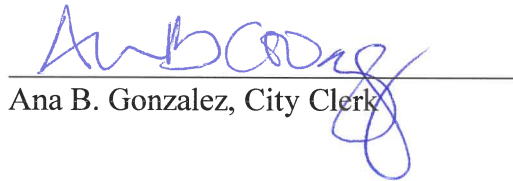
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 19th day of October, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.13
SUBJECT: Contract Amendment with Lisa Wise Consulting for the Comprehensive Zoning Code Update

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to; (a) reallocate \$79,700 of funding from the Local Early Action Planning (LEAP) State Planning Grants Program (CIP #21-08) to the Comprehensive Zoning Code Update Project (CIP #07-07)- Fund 325; (b) re-allocate \$65,000 of Regional Early Action Planning (REAP) grant funding from the Cost Recovery Fee Analysis project (CIP #22-11) to the Comprehensive Zoning Code Update Project (CIP #07-07); (c) authorize the City Manager to execute an Agreement with the State Department of Housing and Community Development for the LEAP Planning Grant Program amended grant allocation; and (d) authorize the City Manager to execute Contract Amendment No. 3 with Lisa Wise Consulting, Inc. (LWC) for Planning Services for the Comprehensive Zoning Code Update, authorizing an additional \$130,830 in funding for a total contract amount of \$525,600.

Staff Contact:

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

Fiscal Impact:

The Zoning Code and CEQA Update Project (CIP#07-07) was established in 2007 with \$100,000 to fund proposed Zoning Code and CEQA updates. Since 2007, limited code updates and preparation of the Interim Zoning Update have utilized project funds (CIP#07-07). In 2017, the State Department of Housing and Community Development (HCD) initiated the Planning Grants Program intended for the preparation, adoption and implementation of plans to streamline housing approvals and accelerate housing production. The City of Woodland has received two Planning Grants from HCD, SB2 funds in 2019, for \$310,000, and LEAP grant funds in 2020, for \$300,000. Additionally, the City received \$85,000 in REAP grant funds from SACOG. The grant funds were allocated to the following projects; the Comprehensive Zoning Code Update (\$393,000), the 6th Cycle Housing Element Update (\$191,327), an inclusionary fee analysis (\$45,700) and a cost recovery fee analysis (\$65,000).

The proposed reallocation of funds from CIP # 22-11 and CIP #21-08 will be used to supplement the prior allocation of funds toward completion of the City's Comprehensive Zoning Code update (CIP #07-07). On September 3, 2019, the City entered into a professional services contract with Lisa Wise Consulting, Inc. for \$358,610 to prepare the Comprehensive Zoning Code update. On October 15, 2020, a second amendment to the contract was approved to add \$36,160 to the original contract for an overall contract amount of \$394,770. A proposed scope amendment to add \$130,830 to the contract with Lisa Wise Consulting, Inc. (Attachment B) will result in an overall contract amount of \$525,600 to complete the Comprehensive Zoning Code project. Funds to support the Comprehensive Zoning Code project will be obtained through re-allocation of state HCD grant funds. The recommended reallocation includes the following: \$45,700 from the Inclusionary fee project, and \$34,000 from the 6th Cycle Housing Element project, in LEAP funds from CIP #21-08, as well as \$65,000 in REAP funds from CIP #22-11. The requested additional reallocation will provide a total project budget of \$655,624, resulting in \$316,902 available for project completion. This amount includes both staff and consultant funding. It is noted, that since 2007, when the Zoning Code and CEQA update fund was first established, project funds have been expended on various zoning update work, including the Interim Code Update effort, in addition to the Comprehensive Code update.

Background:

On August 20, 2019, the City Council approved Resolution No. 7337 appropriating \$310,000 in SB2 grant funding and approved the consultant agreement for Lisa Wise Consultants, Inc. to prepare a Comprehensive Code Update.

On October 6, 2020, the City Council approved Resolution No. 7575 appropriating LEAP grant funding as follows: 1) \$171,300 to the 6th Cycle Housing Element (CIP# 21-08), 2) \$83,000 to supplement the Comprehensive Zoning Code update project (CIP# 07-07), and 3) \$47,500 to fund an inclusionary housing fee analysis nexus study (CIP# 21-08).

On September 15, 2020, the City received \$20,000 in funds from SACOG as part of the Regional Early Action Planning (REAP) funds that are passed through by the State and administered by SACOG. The funds are to be used exclusively to assist in preparation of the 6th cycle housing element. \$20,000 in funding was allocated to (CIP 21-08).

On May 25, 2021, the City completed an agreement with SACOG authorizing a REAP grant for \$65,000 to facilitate the acceleration of housing production. The funds were allocated to (CIP#22-11) to fund a cost recovery fee analysis. SACOG has subsequently approved the request to re-allocate the grant funds to the Comprehensive Zoning Code Update.

Discussion:

The following is a summary of the status of the Housing Element and Comprehensive Zoning Code projects and a discussion regarding the requested re-allocation of funds.

6th Cycle Housing Element:

On September 7, 2021, at their regularly scheduled meeting, the City Council approved the 6th cycle Housing Element and authorized staff to submit the final document to the State Department of Housing and Community Development (HCD) for final review and certification. On December 8, 2021, the City received a finding letter from HCD indicating that additional revisions to the Element are required to ensure compliance. The updated element will require re-adoption by the City. In support of communities in the region that received findings letters from HCD, SACOG has offered to fund the consultant firm, Ascent, to assist the city in preparing the update. At this time, the prior consultant contract with Lisa Wise Consultants, Inc. is completed. Remaining costs to the city will be for staff and City Attorney time.

There are funds remaining in the project budget (CIP 21-08) as a result of a reduction in the consultant scope due to reduced CEQA review and application of the \$20,000 REAP grant. A total of \$34,000 in remaining project funds are requested to be reallocated to the Comprehensive Zoning Code project. There will be a remaining balance of approximately \$17,500 to cover any additional staff related costs to complete the Housing Element update.

As a next step, staff will submit a revised budget and timeline to HCD to identify the proposed budget and timeline changes for the LEAP grant funds to allocate funds to the Comprehensive Zoning Code project.

Comprehensive Zoning Code Update:

On September 3, 2019, the City approved a Professional Services Agreement with Lisa Wise Consulting, Inc. for the amount of \$358,610 for a Comprehensive Zoning Code update. On July 22, 2020, a First Amendment to the contract with LWC was approved to modify budget allocations and schedule. On October 15, 2020, a second amendment to the professional services agreement was approved which added \$36,160 to the contract, thereby increasing the overall contract amount to \$394,770.

The project has proceeded and has included a significant amount of work on analysis and initial drafting. However, as the project has progressed, it has become apparent that evaluation and reassessment of

key components are required, including determining appropriate zone categories, standards, and how the Downtown districts will be developed. The City held early stakeholder meetings to obtain initial public input. However, a significant amount of public review will be required as the code progresses over the next year.

Lisa Wise Consultants, Inc. have submitted a revised scope (Attachment B), requesting an additional \$130,830 in funding. The scope highlights the modified and new tasks added to complete the project. An additional staff allocation of \$13,800 is requested for the project.

The Code update will provide clear and reasonable standards, guidelines, and procedures. The new Code will incorporate a mix of form-based multi-family and conventional zoning. The new Code will provide objective development standards and will encourage additional housing types, such as duplexes, four-plexes and garden courts, in more traditional single-family and duplex districts using sensitive design criteria that are clearly and objectively identified. Together with the analysis conducted for the Housing Element sites, it is anticipated that the Zoning Code update will result in a greater amount of land zoned for housing, and together with streamlined standards will have the result of accelerating housing production.

Inclusionary Housing Fee Analysis and Cost Recovery Fee Analysis:

Due to the need to complete the work and add funding to the Comprehensive Zoning Code Analysis, staff is recommending that funding previously allocated to the Inclusionary Housing Fee Analysis (\$45,700), and the Cost Recovery Fee Analysis (\$65,000) be allocated to the Comprehensive Zoning Code project (CIP 07-07).

SACOG has approved the re-allocation of the REAP funds. Staff is completing the submittal forms for HCD to obtain approval of the recommended partial reallocation of the LEAP grant funds for \$79,700. Staff is recommending that the City Council authorize the City Manager to complete the necessary budget modification with HCD for LEAP funding and any necessary MOU update.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to; (a) reallocate \$79,700 of funding from the Local Early Action Planning (LEAP) State Planning Grants Program (CIP #21-08) to the Comprehensive Zoning Code Update Project (CIP #07-07)- Fund 325; (b) re-allocate \$65,000 of Regional Early Action Planning (REAP) grant funding from the Cost Recovery Fee Analysis project (CIP #22-11) to the Comprehensive Zoning Code Update Project (CIP #07-07);(c) authorize the City Manager to execute an Agreement with the State Department of Housing and Community Development for the LEAP Planning Grant Program amended grant allocation; and (d) authorize the City Manager to execute Contract Amendment No. 3 with Lisa Wise Consulting, Inc. (LWC) for Planning Services for the Comprehensive Zoning Code Update, authorizing an additional \$130,830 in funding for a total contract amount of \$525,600.

Prepared by: Cindy Norris, Principal Planner

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



Ken Hiatt
City Manager

Attachments:

1. Amendment

2. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND Re-allocaiton 2.22 (lj2)cn

City of Woodland Comprehensive Zoning Code Update January 2022 “Re-start” Scope, Budget, and Schedule Prepared by Lisa Wise Consulting, Inc. (LWC)

January 19, 2021

This January 2022 “Re-start” Scope of Work and Budget for the City of Woodland Comprehensive Zoning Code Update (“Project”) describes the work needed to resume the Project following the 2020 and 2021 pause in work. The tasks described in the Scope of Work take into account the work required to:

- Assist City staff in its review of the July 2020 Administrative Draft Zoning Code;
- Assess and account for changes to the City’s needs;
- Assess and account for changes to the Draft Code based on State legislation adopted in 2021 including, for example, SB330, SB8 and SB478;
- Implement the Housing Element;
- Conduct needed community outreach;
- Complete tasks remaining from the original Project scope; and
- Complete the Code and support City staff in the Code’s adoption.

The Scope of Work includes the name and description of each future task and associated meetings and deliverables. For tasks already completed, the task name is retained but the description of the work has been omitted. New tasks are noted with **New** preceding the task name and description. A detailed budget worksheet is attached. The total fee request for this contract amendment (Amendment #3) is \$105,320 without optional tasks, and \$130,830 including optional tasks.

SCOPE OF WORK

TASK 1: Project Initiation and Analysis

- A. **Project Initiation Meeting and City Tour.** *Complete.*
- B. **Technical Analysis, Site Analysis, and Evaluation.** *Complete.*
- C. **Zoning Code Update and Recommendations Memo.** *Complete.*
- D. **Annotated Outline.** *Completed.*

TASK 2: Public Outreach

- A. Website Materials.** Throughout the remainder of the project, the consulting team will work closely with the City staff to provide material for the project website, such as text, photographs, maps, diagrams, and other information on the project. The site may act as a record of the process, providing meeting dates, agendas, and meeting notes in a central, accessible location. Project memorandum and milestone documents may also be uploaded to the website to be accessed by interested community members.

The City will manage uploading material to the project page on the City website; however, LWC will work with the City on the design and features of the project web page, including interactive email list-serve sign-up, comment features, and new document availability.

- B. Stakeholder Interviews.** *Complete.*
- C. Joint Planning Commission and City Council Study Session.** *Complete.*
- D. Planning Commission Study Session.** LWC will participate in a study session to re-introduce the project to the Planning Commission, review progress to date, and hear direction on key issues going forward. The study session is anticipated to take place on-line using Zoom or a similar video conference platform. The agenda will include a presentation and question-and-answer discussion component. The input gathered will guide LWC in the preparation of the Screencheck Draft Zoning Code (Task 4C).
- E. *New* Historic Preservation Commission Study Session.** LWC will participate in a study session to re-introduce the project to the Historic Preservation Commission, review progress to date, and hear direction on key issues going forward. The study session is anticipated to take place on-line using Zoom or a similar video conference platform. The focus will be on processes and regulations relating to historic properties and neighborhoods. The agenda will include a presentation and question-and-answer discussion component. The input gathered will guide LWC in the preparation of the Screencheck Draft Zoning Code (Task 4C).
- F. Topical Area Study Sessions (4).** LWC will prepare materials for and participate in up to four study sessions with the community on specific topics in the Screencheck Draft as determined in discussion with City staff. At these sessions, LWC will describe the project and its objectives; discuss recommendations for the Code; and highlight specific issues related to the topic to be discussed. The sessions will focus on community values, Zoning Code changes, and the potential impacts of the recommendations. Key concepts will be illustrated to ensure that all participants will understand the topic under discussion. Input from the study sessions will inform the development of the Public Review Draft Zoning Code (Task 4D).

LWC will encourage participants to participate in the study sessions, ask questions, and discuss the material with LWC and City staff. City staff will be responsible for identifying and inviting community members with an interest in each topic area. Study sessions are anticipated to take place on-line over Zoom or a similar video conference platform.

- G. Open House.** Following the release of the Public Review Draft (See Task 4D), LWC will lead an on-line Open House to highlight how the General Plan informed the Code update, present the work completed, discuss key recommendations, and hear input and feedback from the community. Community members will be invited to attend, view the presentation, ask questions, and participate in discussions with LWC and City staff. The Open House is anticipated to take place on-line using Zoom or a similar video conference platform.

Task 2 Meetings

- PC Study Session
- HPC Study Session
- Topical Area Community Study Sessions (4)
- Open House

Task 2 Products

- Website Materials
- PC Study Session (PowerPoint and PDF)
- HPC Study Session (PowerPoint and PDF)
- Topical Area Study Session (PowerPoint and PDF)
- Open House (PowerPoint and PDF)

TASK 3: Administrative Draft Zoning Code

- A. Zones, Development Standards, and Allowed Uses.** *Complete.*
- B. Signs and Citywide Regulations.** *Complete.*
- C. Zoning Code Glossary, Administration and Permits, and Standards for Special Uses and Activities.** *The Administrative Drafts of the Administration and Permits and Standards for Special Uses and Activities are complete. The Administrative Draft of the Glossary of Key Terms and Rules of Measurement will be completed as part of the Screencheck Draft.*
- D. Building and Frontage Types.** *Complete.*
- E. Mapping Recommendations and Memo.** *Complete.*

TASK 4: Screencheck and Public Drafts Zoning Code

- A. **New Complete Correspondence Table for Team Reference.** LWC will prepare a Correspondence Table that compares the existing standards from the existing Zoning Code, the Interim Zoning ordinance, Specific plans, and the Community Design Standards, with the Administrative Draft Code. The purpose of the table is to track the existing standards that have been carried forward into the Administrative Draft and their location; the existing standards that have not been carried forward; and new standards that were introduced as part of the Administrative Draft Code. The table will be instrumental in informing the discussions and decisions during the Task 4B meetings.
- B. **New Working Meetings with City Staff.** LWC will prepare for and attend up to four 2-hour working meetings with City staff to discuss staff's review of the Administrative Draft and direction for the Screencheck Draft. These meetings are anticipated to take place on-line using Zoom or a similar video conference platform. The meetings are intended to clarify needed changes between the existing and updated Code based on the General Plan and staff and community desires and to understand the motivation behind the proposed changes. The meetings are also intended to help LWC understand the City's views and priorities on specific standards; work with staff in exploring ways to achieve the City's intent; and identify areas where changes may require edits to other areas of the Code.

For each meeting, LWC will coordinate with City staff to identify discussion topics, prepare an agenda for the meeting, and send a follow-up email with summary notes on key takeaways and changes. Anticipated meeting topics are:

- **Review and Approach.** Using the table described in Task 4A as a basis for the discussion, the team will determine a recommended approach for the organization and set of zones that will be the basis of the Screencheck and Public Review drafts. This will include a list of base and overlay zones and the anticipated locations for each.
 - **District Regulations.** This discussion will focus on key provisions for each base and overlay zone, including uses, development regulations, and supplemental standards.
 - **Citywide Standards.** Based on the comments on Division V received on January 7, 2022, the team will review the organization, discuss key provisions and identify changes and additions for the Screencheck Draft.
 - **Administration and Procedures.** Based on the comments on Division II received in January 2021, the team will review the organization, discuss key provisions, and identify changes and additions for the Screencheck Draft.
- C. **New Screencheck Draft Zoning Code.** Following the meetings with City staff described in Task 4B and the study sessions in Tasks 2D and 2E, LWC will prepare a complete Screencheck Draft for City staff and community review. The

Screencheck Draft will reflect all comments and feedback received from City staff, the PC and the HPC. The intent of the Screencheck PRD is to reflect the City's desired changes to the Administrative Draft and identify items that require further review or discussion prior to preparation and release of the Public Review Draft Zoning Code.

- D. Public Review Draft Zoning Code.** LWC will prepare a complete Public Review Draft Zoning Code based on a single set of consolidated, non-conflicting comments from City staff review of the Screencheck Draft, the community's discussions on key topics areas described in Task 2F, and check-in calls with City staff. LWC anticipates four 1-hour meetings with up to two LWC staff members during the preparation of the Public Review Draft. These meetings are anticipated to take place on-line using Zoom or a similar video conference platform.
- E. Zoning Map Recommendations.** *Complete.*
- F. Integration of the Code into a Web-Based User-Friendly Format.** LWC will work with City staff, Code Publishing, and other vendors as needed to ensure a seamless conversion of the final adopted Code into an interactive web-based code that is easily accessible, interactive, and searchable. LWC anticipates up to 24 hours of assistance for this task, including meetings. These meetings are anticipated to take place on-line using Zoom or a similar videoconference platform. If this budget is exhausted, additional funds will be required.

Task 4 Meetings

- Working Meetings with City staff to discuss Screencheck Draft (4)
- Phone calls with the City's information technology vendor as needed

Task 4 Products

- Complete Correspondence Table
- Screencheck Draft (Word and PDF)
- Public Review Draft (Word and PDF)
- Revisions to Zoning map Recommendations
- Public Hearing Draft (Word and PDF)

TASK 5: CEQA Documentation

- A. EIR Addendum.** Rincon will prepare an addendum to the 2035 General Plan EIR to account for potential changes caused by the updated Code to the General Plan's recommendations. The addendum will rely on simple modelling of proposed changes to the 2035 GP. The addendum will not include traffic analysis or site-specific studies.

Task 5 Products

- Draft Addendum
- Final Addendum

TASK 6: Review and Adoption; Final Zoning Code

- A. *New* GP Amendment Recommendations and Update to Zoning Map Recommendations Memo.** LWC will prepare a memo identifying sections of the City's General Plan that may need to be amended in order to comply with State law and be consistent with the Zoning Code Update.

As part of this memo, LWC will prepare updates to the Zoning Map recommendations memo, submitted for Task 4E. Updates to the Zoning Map. This includes changes to areas that are shown as low density on the 2035 General Plan Land Use map but analyzed at a medium density in the General Plan EIR, as well as changes to focus areas, corridors, the downtown, areas around specific nodes, and the addition of overlays as appropriate. The updated are anticipated to provide a comparable level of detail with those submitted for Task 4E, with the understating that City staff will be responsible for updating and preparing the actual Zoning Map.

LWC anticipates up to eight hours of assistance (a maximum of four 1-hour meetings with up to two LWC staff members). If this budget is exhausted, additional funds will be required. If the City prefers that LWC prepare the Zoning Map, this task is described in Optional Task 7B.

- B. Planning Commission Hearings.** LWC will assist City staff at up to two Planning Commission hearings to support adoption of the Zoning Code. These meetings are anticipated to take place on-line using Zoom or a similar video conference platform. LWC's role will include assistance in the preparation of materials/presentations for, and attendance at, the hearings. City staff will lead the presentation of the Zoning Code to the Planning Commission.
- C. Final Draft Code.** LWC will prepare an erratum tracking PC recommendations for consideration by the City Council.
- D. City Council Hearings.** LWC will assist City staff at up to two City Council hearings to support adoption of the Zoning Code. These meetings are anticipated to take place on-line using Zoom or a similar video conference platform. LWC's role will include assistance in the preparation of materials/presentations for, and attendance at, the hearings. City staff will lead the presentation of the Zoning Code to the City Council.
- E. Final Zoning Code.** Based on the City Council's final decision/adoption of the Zoning Code and final text changes provided by City staff, LWC will prepare the

final Zoning Code. The document will be produced in MS Word and PDF format and will be made accessible and interactive through online publishing.

Task 6 Meetings

- Planning Commission Hearings – up to 2
- City Council Hearings – up to 2

Task 6 Products

- GP Amendment Recommendations
- Public Hearing Materials
- Final Draft Zoning Code (Word and PDF)
- Final Zoning Code (Word and PDF)

TASK 7: Optional Tasks

- A. Zoning Handbook.** LWC will prepare a simple user-guide/handbook for the public that explains how to use the new Zoning Code. The handbook will be clear and concise and will rely on graphics and illustrations to demonstrate how to use the Code and find answers to frequently requested information such as setbacks, lot coverage, signage, and accessory structure standards. The handbook will be provided in PDF format with internal hyperlinks for easy navigation.
- B. *New* Zoning Map.** LWC will prepare the final Woodland Zoning Map in GIS based on the most current GIS zoning data in ESRI ArcMap format provided to LWC by the City. The Zoning Map will identify the base zoning districts, overlays, Specific Plan areas, and any other geographies as appropriate. LWC will provide the City with a final Citywide Zoning Map and associated files in ESRI ArcMap and PDF formats.
- C. Infill Guidelines Handout.** LWC will prepare a handout specifically tailored for infill development strategies and design standards or guidelines. The goal will be to provide an easy-to-understand guide that will help facilitate and streamline infill development.
- D. Objective Standards for Residential Development Handout.** LWC will prepare a handout that outlines the objective standards that are to be used to evaluate residential projects, in accordance with SB330, SB8 and SB478. The document will clearly identify when and how these standards are to be used.
- E. *New* Seminars for City Staff.** LWC will prepare up to three 1-hour interactive seminars for City staff to further their understanding of the administration of the updated Code. Topics and timing of the seminars will be decided through discussion with City staff. Potential topics could include:

- Form-Based Code principles
- Key changes to permits and procedures
- Reviewing and applying Objective Design Standards
- Sign code standards post *Reed v. Town of Gilbert*.

For each seminar, LWC will deliver a presentation that outlines key differences between the existing and new Code for discussion; identifies elements of the Code that changed in response to new federal or State law; and clarifies how the topic relates to regulations in other parts of the Code. LWC will also answer staff's questions about the content, organization, and administration of the Code. Seminars will take place using web-based conferencing tools.

BUDGET

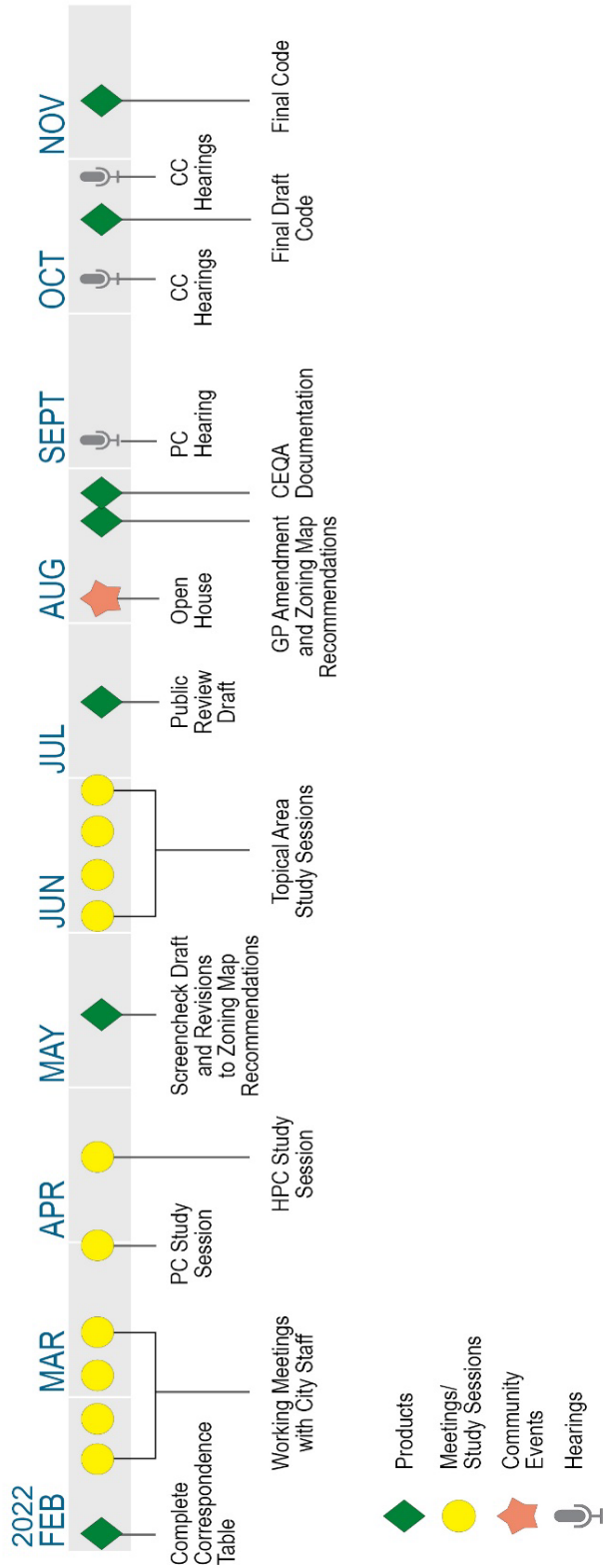
TABLE 1: City of Woodland Comprehensive Zoning Code January 2022 "Re-start" Budget by Task	Lisa Wise Consulting, Inc.										Fisher Town Design	Rincon	October 2020 Contract Total	Project Budget Remaining	Additional "Re-start" Budget	Total Budget for January 2022 "Re- start"	Tasks Added																
	Principal \$250		Director \$195		Senior \$175		Associate \$140		LWC Cost	FTD Cost								Rincon Cost															
	\$195		\$175		\$140																												
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost																									
TASK 1: Project Initiation and Analysis	16	\$4,000	54	\$10,530	92	\$16,100	92	\$12,880	\$43,510	\$11,200	\$0	\$54,710	\$0	\$0	\$0	Task 2D/E: Separate PC and HPC Study Sessions																	
TASK 2: Public Outreach	24	\$6,000	74	\$14,430	138	\$24,150	143	\$20,020	\$64,600	\$7,000	\$0	\$71,600	\$17,965	\$4,760	\$22,725	Task 4A: Correspondence Table																	
TASK 3: Admin Draft Zoning Code	36	\$9,000	162	\$31,590	264	\$46,200	300	\$42,000	\$128,790	\$11,200	\$0	\$139,990	\$0	\$0	\$0	Task 4B: Working Meetings																	
TASK 4: Public Drafts of Zoning Code	41	\$10,250	70	\$13,650	54	\$9,450	108	\$15,120	\$48,470	\$1,400	\$0	\$49,870	\$14,448	\$92,580	\$107,028	Task 4C: Screencheck PRD																	
TASK 5: Environmental Review/CEQA	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000	\$0	\$20,000	Task 6A: Zoning Map Recommendations Update added to GP Amendments																	
Task 6: Review and Adoption/Final Code	18	\$4,500	24	\$4,680	72	\$12,600	85	\$11,900	\$33,680	\$0	\$0	\$33,680	\$33,680	\$7,980	\$41,660	Task 7B: Zoning Map																	
Sub-Total	135	\$33,750	384	\$74,880	620	\$108,500	728	\$101,920	\$319,050	\$30,800	\$20,000	\$369,850	\$86,093	\$105,320	\$191,413	Task 7E: Seminars for Staff																	
Optional Task 7	See Table 2 for Task and Budget breakout												\$24,920	\$24,920	\$25,510	\$50,430																	
Total												\$394,770	\$111,013	\$130,830	\$241,843																		

TABLE 2: Optional Task 7 Breakout	Lisa Wise Consulting, Inc.												Total
	Principal	Director		Senior		Associate							
	\$250	\$195	\$175	\$140									
	\$285	\$245	\$195	\$155									
	Hours	Cost	Hours	Cost	Hours	Cost							
	Hours	Cost	Hours	Cost	Hours	Cost							
Optional Task 7A: Zoning Handbook	2	\$500	8	\$1,560	20	\$3,500	42	\$5,880	\$11,440				
Optional Task 7B: Zoning Map*	6	\$1,710	12	\$2,940	12	\$2,340	48	\$7,440	\$14,430				
Optional Task 7C: Infill Handout	2	\$500	4	\$780	12	\$2,100	24	\$3,360	\$6,740				
Optional Task 7D: ODS Handout	2	\$500	4	\$780	12	\$2,100	24	\$3,360	\$6,740				
Optional Task 7E: Seminars*	4	\$1,140	12	\$2,940	20	\$3,900	20	\$3,100	\$11,080				
Optional Tasks subtotal	10	\$2,850	24	\$5,880	32	\$6,240	68	\$10,540	\$50,430				

* January 2022 Re-start Tasks (7B and 7E) are calculated with 2022 billing rates.

* January 2022 Re-start Tasks (7B and 7E) are calculated with 2022 billing rates.

SCHEDULE



RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
REALLOCATE FUNDS IN SUPPORT OF THE COMPREHENSIVE ZONING CODE
UPDATE PROJECT (CIP# 07-07), AND APPROVE THE THIRD AMENDMENT TO
THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR LISA
WISE CONSULTANTS, INC.**

WHEREAS, On May 16, 2017 the City of Woodland approved the 2035 General Plan; and

WHEREAS, On May 16, 2017 the City of Woodland approved a professional services agreement for \$25,820 from CIP# 07-07 with Dyett and Bhatia, Urban and Regional Planners to prepare a draft Interim Zoning Ordinance; and

WHEREAS, On May 1, 2018 the City of Woodland approved the Interim Zoning Ordinance; and

WHEREAS, the City of Woodland approved the 2019/2020 Capital Budget and included CIP #07-07 as part of the Capital Budget (the project) with a budget of \$100,000 of which \$0 is remaining, as city funds have been expended before grant funds in accordance with grant requirements; and

WHEREAS, On May 21, 2019 the City Council of the City of Woodland authorized the City Manager to submit a grant application to the State of California Department of Housing and Community Development Planning Grants Program SB 2 in the amount of \$310,000 and the City received authorization to expend funds upon acceptance of the application by HCD and the contract agreement between the City and HCD was executed on December 19, 2019; and

WHEREAS, the City appropriated \$310,000 of SB 2 grant money into CIP #07-07 Comprehensive Zoning Code Update Project, fund 325; and

WHEREAS, On April 5, 2019 the City of Woodland released a Request for Proposals to planning firms for professional services to prepare a comprehensive zoning code update; and

WHEREAS, on May 7, 2019 the City of Woodland received two proposals for professional services, from which the firm Lisa Wise Consulting, Inc. was selected on the basis of responsiveness to the review criteria and significant depth of experience in preparing code updates (Exhibit A); and

WHEREAS, on June 2, 2020, the City Council of the City of Woodland authorized the City Manager, Resolution No 7475, to submit a grant application to the State of California Department of Housing and Community Development Local Early Action Grants Program

(LEAP), Grant in the amount of \$300,000 and appropriated funds to the Local Early Action Planning (LEAP) Grant Project (CIP #21-08); and

WHEREAS, on July 27, 2020, a First Amendment to the Professional Services Contract CM 000976 was approved to modify scope task description and fund allocations; and

WHEREAS, on October 6, 2020, the City Council approved the re-allocation of \$83,000 from Fund 325, State Department of Housing and Community Development Local Early Action (LEAP) Planning Grants Program CIP# 21-08 to CIP# 07-07, Zoning Code & CEQA Project; and

WHEREAS, on October 6, 2020, the City Council authorized a Second Amendment to the Professional Services Contract CM 000976 to modify the scope, schedule, and budget to add \$36,160 to the consultant contract for an overall contract amount of \$394,770; and

WHEREAS, the City wishes to reallocate \$79,700 from Fund 325, State Department of Housing and Community Development Local Early Action (LEAP) Planning Grants Program to CIP#07-07, Zoning Code & CEQA Project and authorize the execution of its amendment by the City Manager through adoption of this Resolution; and

WHEREAS, the City wishes to reallocate \$65,000 from Fund 325, CIP#22-11, to CIP #07-07, Zoning Code & CEQA Project; and

WHEREAS, the City wishes to authorize a Third Amendment to the Professional Services Contract with Lisa Wise Consultants, Inc., (CM 000976), to modify the scope, schedule and budget to add \$130,830 to the consultant contract for an overall contract amount of \$525,600 to prepare a Comprehensive Zoning Code Update; and

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

Section 1. The City Council hereby re-allocates \$79,700 from Fund 325, State Department of Housing and Community Development Planning Local Early Action (LEAP) Grants Program CIP# 21-08 to CIP#07-07, Comprehensive Zoning Code Update and CEQA Project.

Section 2. The City Council hereby re-allocates \$65,000 from Fund 325, CIP# 22-11, to CIP#07-07, Comprehensive Zoning Code Update and CEQA Projects.

Section 3. The City Council hereby authorizes the City Manager to execute any necessary Agreement between the City of Woodland and the State Department of Housing and Community Development to effectuate the re-allocation of Local Early Action (LEAP) Grants Program funds.

Section 4. The City Council hereby authorizes the City Manager to execute a third amendment, subject to City Attorney approval, with Lisa Wise Consultants, Inc. to modify the scope, schedule and budget to add \$130,830 to the consultant contract for an overall contract amount of \$525,600 to prepare a Comprehensive Zoning Code Update.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Exhibit 1: Scope of Work and Budget, Lisa Wise



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: H.14
SUBJECT: Construction Contract and Construction Inspection Consultant Agreement for the 2022 Water & Sewer Repair & Replacement Project, CIP #21-01

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to:
(1) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2022 Water & Sewer Repair & Replacement Project, CIP 21-01; (2) Award a construction contract in the amount of \$3,742,116 to Argonaut Constructors for the 2022 Water & Sewer Repair & Replacement Project (CIP 21-01) and authorize a contract contingency of up to 10% (\$374,212), and (3) Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$194,247.24, authorize a contingency of up to 10% (\$19,425), 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 2022 Water & Sewer Repair & Replacement Project (CIP 21-01) is included in the Capital Improvement Program which was approved by Council on June 15, 2021. Approved funding for CIP 21-01 is \$4,740,000 and consists of \$3,140,000 of Water Enterprise Funds and \$1,600,000 of Sewer Enterprise Funds. The contract award, plus 10% construction contingency, inspection costs, design, and project management results in a total Project cost of \$4.94 million. Staff intended to transfer additional funds necessary for construction from existing Water and Sewer Capital Projects once actual construction and inspection costs were available.

To cover sewer construction expenses, staff is requesting that \$200,000 of available Sewer Enterprise Funds be reallocated from CIP 14-03 to CIP 21-01. This will bring the total Project budget to \$4,940,000.

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

Background:

CIP 21-01 was scoped as the third and final construction phase of a sewer capacity reallocation program planned to alleviate a problematic area of the City's sewer system on College and Pendegast Streets. This area was identified by staff as needing additional depth of cover for adequate sewer flows and to decrease the frequency of blockages. In addition to these sewer system defects, Public Works Staff have made multiple recent spot repairs of water main breaks in the potable water distribution system in this area due to the system's age and pipe material. New water and sewer mains included with CIP 21-01 will alleviate recurring issues with both utilities. Please see the attached map for a visualization of the planned alignment of new sewer and water mainlines.

The existing sewer collection system within the project limits was constructed between 1900 and 1927 and has a large number of defects according to the City's regularly updated condition assessment program. The Project will not repair these defects but instead will replace the existing sewer mains with a deeper pipeline including new service laterals to residents along the route. This deeper pipeline will allow homeowners to address any sewer lateral issues on the private side of their services. The existing water distribution system in the Project vicinity was constructed between 1962 and 1977 and is 45 to 60-years-old. Many of the homes along this street are served from an antiquated system of 2-inch diameter back of sidewalk water mains. These mains are

notorious for problems such as breaks and leaks. The Project will construct a new 8-inch diameter main in the street and connect residences with new polyethylene services.

Discussion:

The City advertised for bids on January 13, 2022. On February 16, 2022, the City received 5 bids for CIP 21-01 in the amounts tabulated below:

NO.	CONTRACTOR	BASE BID
1	Argonaut Constructors	\$ 3,742,116.00
2	Wahlund Construction, Inc.	\$ 4,634,854.64
3	Lister Construction, Inc.	\$ 4,781,130.00
4	Sanco Pipelines	\$ 5,469,990.00
5	Suulutaaq, Inc.	\$ 5,613,005.00

The engineer's estimate for Project construction is \$5 million. Staff has performed due diligence in reviewing the bids. Argonaut Constructors has been determined to be the lowest responsive, responsible bidder and has complied with all bid submittal requirements.

The construction contract provides 150 working days for completion of the Project. Staff anticipates completion of the Project in the fall of 2022. The Project will utilize City staff for construction management and contract with UNICO Engineering for construction inspection. UNICO Engineering is one of the 8 firms selected by the City for on-call construction inspection through a Quality Based Selection process performed in September 2018.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2022 Water & Sewer Repair & Replacement Project, CIP 21-01; (2) Award a construction contract in the amount of \$3,742,116 to Argonaut Constructors for the 2022 Water & Sewer Repair & Replacement Project (CIP 21-01) and authorize a contract contingency of up to 10% (\$374,212), and (3) Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$194,247.24, authorize a contingency of up to 10% (\$19,425), 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

Attachments:

1. Resolution
2. Proposal to Provide Construction Inspection (UNICO Engineering)
3. Vicinity Map CIP 21-01

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH ARGONAUT CONSTRUCTORS AND APPROVING A CONSULTANT AGREEMENT WITH UNICO ENGINEERING FOR CONSTRUCTION INSPECTION FOR CIP 21-01, THE 2022 WATER AND SEWER REPAIR AND REPLACEMENT PROJECT

WHEREAS, on December 7, 2021, the City Council approved the plans and specifications for CIP 21-01, the 2022 Water & Sewer Repair & Replacement Project (the “Project”) and authorized advertisement for bids; and

WHEREAS, on January 13, 2022, the City of Woodland (the “City”) advertised for bids; and

WHEREAS, on February 16, 2022, the City received 5 bids and Argonaut Constructors (“Argonaut”) was determined to be the lowest responsible bidder submitting a responsive bid with a base bid of \$3,742,116; and

WHEREAS, the City of Woodland wishes to approve a construction contract in the amount of \$3,742,116 with Argonaut for construction of the Project and approve a contract contingency of up to 10% (\$374,212); and

WHEREAS, the City Council wishes to approve a Construction Contract with Argonaut and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to approve the reallocation of \$200,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the Project to cover costs related to sewer rehabilitation; and

WHEREAS, the City Council wishes to approve a consultant agreement with UNICO Engineering for construction inspection services for an amount up to \$194,247.24 and approve a contract contingency of up to 10% (\$19,425).

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

Section 1. The City Council hereby authorizes the reallocation of \$200,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2022 Water & Sewer Repair & Replacement Project, CIP 21-01.

Section 2. The City Council hereby approves the Construction Contract with Argonaut Constructors in the amount of \$3,742,116 and approves a ten percent (10%) construction contingency in the amount of up to \$374,212. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 3. The City Council hereby authorizes the City Manager to approve a consultant agreement with UNICO Engineering for construction inspection services for an amount up to \$194,247.24 and a ten percent (10%) contract contingency in an amount up to \$19,425.

Section 4. Copies of the Construction Contract and Consultant Agreement 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 1st day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

February 2, 2022

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

Re: 2022 Water & Sewer Repair & Replacement Project, CIP #21-01

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
Resident Engineer

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for inspection services for the 2022 Water & Sewer Repair and Replacement Project, (CIP #21-01). UNICO understands that the project consists of the installation of approximately 6,200 linear feet of new 8-inch water main on Pendegast Street, Pendegast Circle, Elm Street, College Street, and 4th Street as well as points of connection at various side streets and the abandonment of the existing water mains. This includes the installation of new water services and water service repairs to approximately 111 parcels. The project also includes the installation of approximately 2,800 linear feet of 8-inch SDR 26 PVC sewer pipe, 42 new sewer laterals, 10 new sewer manholes as well as the removal of 4 existing manholes and the abandonment of the existing sanitary sewer.

A. CIVIL CONSTRUCTION INSPECTOR

\$194,247.24

UNICO will provide full time inspection for 150 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*\$194,247.24

TOTAL **\$194,247.24**

ASSUMPTIONS AND CLARIFICATIONS

1. Site will be accessible by vehicle.
2. Proposal is based upon 150 working days. Working days are defined as non-weekend and non-holiday days.
3. Proposal is based upon 8-hour workdays and 40-hour work week. No overtime is included in this proposal.

City of Woodland
2022 Water & Sewer Repair & Replacement Project - CIP #21-01

		UNICO					
		Justyn Webster, PE Resident Engineer	Eric Alward Civil Construction Inspector				
Direct Labor Rate		\$ 85.00	\$ 60.00	TOTALS			
Overhead Rate		137.35%					
Fee		10%					
Task #	Task Description	Hours		Direct Labor Costs	Indirect Costs	Fee	Total
1	Construction Management	0		\$ -	\$ -	\$ -	\$ -
2	Civil Construction Inspection		1240	\$ 74,400.00	\$ 102,188.40	\$ 17,658.84	\$ 194,247.24
Total Hours		0	1240	Tasks Subtotal			\$ 194,247.24

TOTAL	\$ 194,247.24
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Construction Estimate	\$ 5,050,000.00
% of Const. Est.	3.85%

Working Days	150
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CIP 21-01





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: I.15
SUBJECT: Fiscal Year 2021/22 Mid-Year Budget Update

Recommendation for Action: Staff recommends the City Council receive a mid-year update on the Fiscal Year 2021/22 Budget.

Staff Contact:

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

Fiscal Impact:

This informational item represents the Citywide revenue and expenditure results through the first six (6) months of fiscal year 2021/22, as well as updated General Fund projections through the end of the fiscal year.

Discussion:

Attached to this report is an analysis of the results for the first half of fiscal year 2021/22 (FY22) for all City funds, as well as a discussion specifically of the General Fund. In addition to showing actual activity for the year, this report includes projected revenue and expenditure results through the remainder of the fiscal year for the General Fund. Each year following the adoption of the budget, items are identified that may require a correction or unanticipated needs arise. Proposed budget adjustments are presented to the City Council in a separate report.

The following represents selected highlights from the attached mid-year budget report. More detailed discussion of year-to-date activity and projected results are included in the attachment to this report.

- All Funds revenues through the second quarter of fiscal year 2021/22 are \$83.4 million, or 45% of the amended budget.
- Through the second quarter of FY2021/22, expenditures for All Funds totaled \$81.4 million, or 30% of the amended budget. General Fund expenditures totaled \$25.1 million, or 40% of the amended budget.
- All Funds Expenditures by Department - At the end of the second quarter of fiscal year 2021/22, all departments appear to be tracking closely to budget.
- Through the end of the second quarter of FY2021/22, General Fund revenues total \$18.1 million or 31% of the amended budget. Based on information available, staff is projecting that revenues will exceed the amended budget by \$5.1 million by the end of the fiscal year. As discussed in more detail in the attachment, better than projected sales tax, property tax, service charges, motor vehicle In-lieu, and one-time Strike Team reimbursement revenue are contributing to the improved revenue projections for FY2021/22.
- Through the second quarter of FY2021/22, General Fund expenditures totaled \$25.1 million or 40% of the amended budget. With the mid-year corrections that also include the revenue adjustments, staff expects FY2021/22 to end with a surplus of \$882,101 more revenue than expenditures.
- Based on information presented herein, the General Fund unreserved fund balance is projected to be \$21.3 million or 38.1% of revenue by the end of FY2021/22. This compares favorably with the City Council's reserve policy of 20% and would exceed the reserve target by \$10.1 million by the end of the fiscal year. The FY2021/22 budget assumed an unreserved fund balance of \$14.3 or 27.7% of revenues and excess fund balance of \$3.9 million.

- Staff anticipates a detailed discussion of the budget, forecast and fund balance during the spring budget workshop in April leading to the FY2022/23 Preliminary/Adopted budget in June.

Conclusion:

Staff recommends the City Council receive a mid-year update on the Fiscal Year 2021/22 Budget.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kimberly McKinney, Director of Administrative Services

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

Ken Hiatt
City Manager

Attachments:

1. Quarterly_Budget Update-FY22-Mid-Year Attachment A

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	\$ 18,148,365	31%	
Special Revenue	\$ 21,466,572	\$ 21,515,717	\$ 7,354,531	34%	
Debt Service	\$ 1,547,854	\$ 1,547,854	\$ -	0%	
Development/Capital	\$ 16,662,419	\$ 16,826,419	\$ 2,278,242	14%	
Spring Lake	\$ 7,447,348	\$ 7,447,348	\$ 24,187,394	325%	
Enterprise Funds	\$ 51,363,343	\$ 51,363,343	\$ 27,607,003	54%	
Internal Service	\$ 20,643,905	\$ 20,643,905	\$ 3,431,075	17%	
Successor Agency	\$ 900,000	\$ 900,000	\$ 294,956	33%	
Agency	\$ 5,623,155	\$ 5,623,155	\$ 90,118	2%	
Total All Funds	\$ 183,974,593	\$ 184,187,738	\$ 83,391,684	45%	

- All Funds revenues through the second quarter of fiscal year 2021/22 are \$83.4 million, or 45% of the amended budget.
- General Fund revenues total \$18.1 million or 31% 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 \$2.3 million or 14% of the amended budget.
 - All of the revenues received are related to Development Impact fees collected.
 - Measure F funds are included in the Development/Capital Projects fund category. Sales tax revenues from Measure F are first received in the General Fund and then transferred to the capital fund; only a portion of revenues have been received and no transfers have been made to date; this is typically done at the end of the year.

- Spring Lake revenues are \$24.2 million or 325% of the amended budget due to a bond issuance in October 2021 that generated \$22.0 million. Most of the funding is designated for developer reimbursements and remaining Spring Lake infrastructure projects.
- Enterprise Fund revenues, with year-to-date totals of \$27.6 million are trending consistent with the budget and with the respective fee studies.
- Successor Agency revenues are \$294,956 or 33% of amended budget with the largest distribution of revenues to occur in May.
- Agency funds are pass-through special assessment funds and revenues are received with property taxes in January and May. 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	\$9,523,861	44%
General Fund	\$61,182,301	\$62,532,512	\$25,050,221	40%
Enterprise Funds	\$60,552,876	\$81,043,354	\$20,712,981	26%
Special Revenue	\$21,566,454	\$39,488,306	\$8,715,597	22%
Development/Capital	\$15,276,045	\$30,456,554	\$5,635,672	19%
Successor Agency	\$923,315	\$923,315	\$2,750	0%
Spring Lake	\$19,264,028	\$27,111,324	\$1,629,812	6%
Debt Service	\$1,550,344	\$1,550,344	\$772,673	50%
Agency	\$7,408,271	\$7,408,271	\$9,360,221	126%
Total All Funds	\$205,972,598	\$272,120,956	\$81,403,788	30%

- Through the second quarter of FY2021/22, expenditures for All Funds totaled \$81.4 million, or 30% of the amended budget. General Fund expenditures totaled \$25.1 million, or 40% of the amended budget, and the General Fund is discussed in more detail in Tables 5 and 6.
- Internal Service funds reflect expenditures of \$9.5 million, or 44% of the amended budget. Most funds within this category are tracking with budget through six months of activity. The Facility Replacement Fund reflects \$46,425 in expenditures. This represents 11% of a \$436,869 budget. Expenses in this budget are expected to increase

as facility improvement projects are carried out in the remainder of the fiscal year. The Vehicle Replacement Fund has only spent \$744,454 out of a \$2.57 million dollar budget due to timing and bidding of new vehicles scheduled for replacement this year. The Vehicle-Equipment Lease Fund is trending low at only 32% of budget spent. Leases are paid based on a predetermined payment schedule, and the City expects to spend all budgeted funds by the end of the fiscal year.

- Enterprise funds expenditures are \$20.7 million or 26% of the amended budget after six months of activity. This low percentage is due primarily to \$10.4 million in debt service that will be paid during the second half of the fiscal year; \$8.7 million in budgeted depreciation that is not recorded until the end of the fiscal year and \$24.5 million in capital project expenses that are yet to be incurred due to timing and project schedules (see CIP Chart below). Other operating expenditures are trending as expected.
- Special Revenue funds are at \$8.7 million or 22% of the amended budget. \$17.3 million in expenditures are remaining and are currently tracking lower than expected as a result of capital projects that have not yet incurred significant costs (see CIP Chart below).
- Development/Capital funds are at \$5.6 million or 19% of the amended budget. There are \$18.9 million in planned project expenses that have yet to be incurred (see CIP Chart below).
- Spring Lake funds are at \$1.63 million or 6% of the amended budget. \$9.9 million in expenditures are remaining and are currently tracking lower than expected as a result of capital projects that have not yet incurred significant costs (see CIP Chart below).
- Debt Service fund expenditures are \$772,673 million or 50% of the amended budget due to payments for refunding of lease revenue bonds, with other payments due later in the year.
- Agency funds reflect expenditures totaling \$9.4 million or of 126% of the amended budget due to debt service payments made on certain bonds during the first quarter. During FY2020/21, Spring Lake residents prepaid their annual Mello Roos assessments. The prepayments that were received are applied toward debt payments in FY2021/22, which were not anticipated at the time the budget was complete, and a mid-year correction has been recommended to account for this activity.

CIP Chart

	Project Name	Amended Budget	Year-to-Date Expenditures	Balance	Percent Spent
Internal Service Funds	Enterprise System Replacement	\$ 1,751,750	\$ 41,251	\$ 1,710,499	2%
	Woodland Sports Park Turf Replacement	\$ 300,000	\$ -	\$ 300,000	0%
Enterprise Funds	ASR Wells #31	\$ 5,554,781	\$ 35,077	\$ 5,519,704	1%
	2022 Water & Sewer Repair and Replacement	\$ 4,740,000	\$ 16,398	\$ 4,723,602	0%
	Annual Sewer Repair and Replacement	\$ 2,885,439	\$ 143,591	\$ 2,741,848	5%
	Water System Replacement Repairs	\$ 2,491,493	\$ 119,418	\$ 2,372,075	5%
	2021 Sewer/Water Repair & Replacement	\$ 4,173,094	\$ 2,299,227	\$ 1,873,867	55%
	Groundwater Monitoring Wells	\$ 1,554,554	\$ 5,306	\$ 1,549,248	0%
	FloodSAFE Yolo/Cache Creek Feasibility	\$ 829,681	\$ 107,946	\$ 721,735	13%
	Replacement of Orangeberg Sewer Laterals	\$ 568,560	\$ -	\$ 568,560	0%
	Wastewater Asset Replacement	\$ 795,000	\$ 141,675	\$ 653,325	18%
	WPCF Pond #11 Biosolids Removal	\$ 906,340	\$ 496,925	\$ 409,415	0%
	Large Diameter Wastewater Pipeline Repair/Replace.	\$ 400,000	\$ -	\$ 400,000	0%
	2023 Water and Sewer Replacement Project	\$ 400,000	\$ -	\$ 400,000	0%
	New ASR Well Construction	\$ 342,315	\$ 5,272	\$ 337,043	0%
	Sports Park Dr. Pedestrian Overcrossing	\$ 350,000	\$ 21,729	\$ 328,271	6%
	Gibson Road Bicycle/Pedestrian Mobility	\$ 310,000	\$ -	\$ 310,000	0%
	Treatment Plant Exp-Biosolids	\$ 310,268	\$ 2,232	\$ 308,036	1%
	Groundwater Wells Demo Project	\$ 297,371	\$ 1,009	\$ 296,362	0%
	Water Meter Replacement	\$ 200,000	\$ -	\$ 200,000	0%
	Gibson Road Rehabilitation-CR98 to West St.	\$ 200,000	\$ -	\$ 200,000	0%
	Preliminary Odor Abatement	\$ 154,934	\$ -	\$ 154,934	0%
	Preparation of Water Inf Risk & Resile	\$ 152,405	\$ 5,565	\$ 146,839	4%
	Calibrated Sewer Model	\$ 140,020	\$ -	\$ 140,020	0%
	West Woodland Safe Routes to School	\$ 123,864	\$ -	\$ 123,864	0%
Special Revenue Funds	East Main St. Improvement Project	\$ 6,865,061	\$ 1,345,300	\$ 5,519,760	20%
	Gibson Road Rehabilitation-CR98 to West St.	\$ 4,603,300	\$ 434,022	\$ 4,169,278	9%
	Gibson Road Bicycle/Pedestrian Mobility	\$ 3,933,000	\$ 362,208	\$ 3,570,792	9%
	Matmor & Gum Rehabilitation	\$ 1,328,502	\$ 156,586	\$ 1,171,916	12%
	Pedestrian Crossing Improvement Project	\$ 250,000	\$ -	\$ 250,000	0%
	ADA Improvements	\$ 200,000	\$ -	\$ 200,000	0%
	Active Transportation Plan	\$ 161,125	\$ -	\$ 161,125	0%
	Local Early Action Planning Grant	\$ 199,298	\$ 48,339	\$ 150,959	24%
	Zoning Ordinance and CEQA	\$ 171,011	\$ 25,867	\$ 145,143	15%
	2020 ADA Improvements	\$ 174,317	\$ 36,429	\$ 137,888	21%
	Main Street Feasibility Project	\$ 100,000	\$ -	\$ 100,000	0%
	Gibson Road Rehabilitation-CR98 to West St.	\$ 118,442	\$ 20,820	\$ 97,621	18%
Development/ Capital Funds	Sports Park Drive Pedestrian Overcrossing	\$ 6,396,055	\$ 806,587	\$ 5,589,468	13%
	Matmor & Gum Rehabilitation	\$ 4,368,715	\$ -	\$ 4,368,715	0%
	Gibson Road Bicycle/Pedestrian Mobility	\$ 2,709,435	\$ 213,980	\$ 2,495,456	8%
	North Gibson Ponds Retention	\$ 1,305,000	\$ -	\$ 1,305,000	0%
	Annual In-House Road Program Support	\$ 764,454	\$ 49,136	\$ 715,318	6%
	Enterprise System Replacement	\$ 499,989	\$ 11,771	\$ 488,218	2%
	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%
	2020 Road Maintenance Project	\$ 1,604,176	\$ 1,256,313	\$ 347,863	78%
	Gibson Road Rehabilitation-CR98 to West St.	\$ 449,432	\$ 149,074	\$ 300,358	33%
	Kentucky Avenue Widening and Reconstruction	\$ 196,053	\$ 703	\$ 195,350	0%
	Woodland Sports Park Turf Replacement	\$ 180,034	\$ 154	\$ 179,880	0%
	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 139,578	\$ 1,241	\$ 138,337	1%
	Regional Park Site	\$ 164,492	\$ 49,054	\$ 115,437	30%
	Storm Water Quality Design Manual Update	\$ 107,029	\$ -	\$ 107,029	0%
	2021 Road Maintenance and Rehabilitation	\$ 100,000	\$ -	\$ 100,000	0%
	E. Gibson/Harry Lorenzo/Bourn Traffic Signal	\$ 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	\$ 49,404	\$ 1,664,981	3%
	SLSP Neighborhood Park	\$ 1,126,667	\$ -	\$ 1,126,667	0%
	Spring Lake Park N1, Phase 2	\$ 737,360	\$ 126,994	\$ 610,366	17%
	Harry Lorenzo/North Farmer's Central & Parkland	\$ 516,000	\$ -	\$ 516,000	0%
	Storm Drain Channel South of Woodland Christian	\$ 400,000	\$ -	\$ 400,000	0%
	Gibson Landscape Pioneer/Harry Lorenzo	\$ 400,000	\$ -	\$ 400,000	0%
	South Area Flowage Easement	\$ 299,905	\$ 1,492	\$ 298,413	0%
	CR 25A - Miekle to Promenade	\$ 156,957	\$ -	\$ 156,957	0%
	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

FY2021/22 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Administrative Services	\$ 19,052,223	\$ 19,148,908	\$ 9,701,248	51%	
Community Development	\$ 8,437,929	\$ 9,038,712	\$ 3,954,403	44%	
Community Services	\$ 12,555,312	\$ 15,786,541	\$ 6,268,885	40%	
Police	\$ 25,174,266	\$ 25,642,278	\$ 11,961,262	47%	
Fire	\$ 13,014,082	\$ 13,085,106	\$ 7,028,470	54%	
Library	\$ 2,295,463	\$ 2,400,373	\$ 1,070,271	45%	
Public Works	\$ 32,227,659	\$ 34,169,968	\$ 10,844,380	32%	
Capital Improvements	\$ 23,664,717	\$ 83,408,000	\$ 12,035,531	14%	
Non-Departmental	\$ 69,550,947	\$ 69,441,070	\$ 18,539,340	27%	
Total All Departments	\$ 205,972,598	\$ 272,120,956	\$ 81,403,788	30%	

- At the end of the second 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 payment of insurance premiums, which is required in July each year.
- Fire is trending higher in the first six months of activity due to Strike Team operations/overtime required to assist with fires throughout California this summer. Staff will be recommending a mid-year budget adjustment which will re-align the Fire Department's budget.
- Public Works is trending lower than other departments due in large part to \$9.7 million in budgeted depreciation that will not be recorded until the end of the fiscal year.
- Capital Improvements are dependent upon project activity, which has been fairly slow through the second quarter of FY2021/22 (refer to CIP Chart above for detailed analysis). Capital project budgets are generally multi-year in nature and are carried over between fiscal years, so long as projects remain active, therefor the apparently low percentage of year to date expenditures is common.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2021/22 General Fund Revenues						
	Original Budget	Amended Budget	Year-to Date Actuals	%	FY2021/22 Projection	Difference Favorable (Unfavorable)
Property Tax	\$ 13,999,344	\$ 13,999,344	\$ -	0%	\$ 14,262,951	\$ 263,607
Sales Tax	\$ 26,235,600	\$ 26,235,600	\$ 12,186,810	46%	\$ 29,531,097	\$ 3,295,497
Other Taxes	\$ 1,529,752	\$ 1,529,752	\$ 1,085,374	71%	\$ 1,799,278	\$ 269,526
Franchise Fees	\$ 2,681,304	\$ 2,681,304	\$ 858,433	32%	\$ 2,725,395	\$ 44,091
Licenses/Permits	\$ 2,549,135	\$ 2,549,135	\$ 1,532,680	60%	\$ 2,388,710	\$ (160,425)
Fines/Forfeitures	\$ 229,905	\$ 229,905	\$ 41,352	18%	\$ 229,797	\$ (108)
Service Charges	\$ 455,784	\$ 455,784	\$ 280,700	62%	\$ 622,818	\$ 167,034
Motor Vehicle In Lieu	\$ 6,024,050	\$ 6,024,050	\$ -	0%	\$ 6,182,209	\$ 158,159
Intergovernmental	\$ 243,175	\$ 243,175	\$ 11,980	5%	\$ 276,960	\$ 33,785
Lease/Interest Income	\$ 369,977	\$ 369,977	\$ 33,605	9%	\$ 493,958	\$ 123,981
Miscellaneous	\$ 4,001,971	\$ 4,001,971	\$ 2,117,431	53%	\$ 4,917,085	\$ 915,114
Transfers	\$ -	\$ -	\$ -	0%	\$ -	\$ -
Total General Fund	\$ 58,319,997	\$ 58,319,997	\$ 18,148,365	31%	\$ 63,430,258	\$ 5,110,261

- Through the end of the second quarter of FY2021/22, General Fund revenues total \$18.1 million or 31% of the amended budget. Based on information available, staff is projecting that revenues will exceed the amended budget by \$5.1 million by fiscal year end.
- The City receives its first installment of property tax payments in January 2022, therefore no actual revenues are currently reflected. 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 4% growth factor. This better than anticipated growth in property taxes also has a positive impact on Motor Vehicle In-Lieu revenues.
- Sales tax revenues include all expected receipts from the Bradley Burns (1% local portion of the statewide rate), Measure F (1/2 cent sales tax) and Measure J (1/4 cent sales tax). Included in the projected Sales Tax revenues for FY2021/22 is a positive variance in each category as follows:
 - \$2.0 million in Bradley Burns.
 - \$413,810 in Measure J funds, which will not be appropriated at this time, but are separately identified to avoid comingling with General Fund reserve balances.
 - \$854,566 in Measure F. These revenues do not remain in the General Fund, but are transferred out to a separate fund (507) typically at the end of the fiscal year for use in accordance with the Council approved spending plan.

- Other Taxes are projected to end the year with \$269,526 million above the amended budget. This is largely due to hotel Transit Occupancy Tax (TOT) revenue that the City was not expecting to realize this fiscal year.
- Franchise Fees are tracking slightly below the amended budget, related mostly to declining revenues and related franchise remittance for cable service throughout the City.
- Licenses and Permit revenue is trending lower than the original estimated revenue projection due to housing development activity. Staff is projecting that revenues will be \$2.4 million or 94% of the amended budget. The shortfall in revenue is largely due to an adjustment in Cannabis annual permit rates that the City is allowed to charge and also due to approximately \$75,000 in Fire development plan check/inspection revenue that the City is not expecting to receive.
- Service Charges are comprised primarily of revenues received from enrollment in the City's various recreational programs and activities. Revenues had declined in the past few years due to the pandemic and related closures/restrictions, however, participation in many of these programs has rebounded. As a result, revenue projections for the current fiscal year are expected to exceed the amended budget by \$167,034. The increase in revenue is projected to come from Park reservations, Brooks Pool, Community Fitness Center, and the Sports Park.
- 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, so annual change will be consistent with the property tax information noted above.
- Intergovernmental revenue is projected to exceed the amended budget by \$33,785. This increased revenue is a result of Student Resource Officer reimbursement by the Woodland Joint Unified School district.
- Lease and Interest Income revenue is projected that total revenue to be \$493,958 by end of the fiscal year or 133% of the amended budget. \$62,500 of this increase is due to interest income while the remaining amount is expected to come from land/cell tower leases.
- Miscellaneous revenues are projected to exceed budget by \$915,114. This additional revenue is related to reimbursements the City received for Fire operations staff that assisted with various strike team activities throughout the year. This revenue is offset by additional overtime costs incurred, which are also discussed in this report.

Table 5 – General Fund Expenditures by Category

	FY2021/22 General Fund Expenditures						
			Year-to Date				Variance
	Original Budget	Amended Budget	Actuals	%	Projections		Favorable/ (Unfavorable)
Personnel	\$ 34,537,650	\$ 34,547,650	\$ 17,493,292	51%	\$ 35,344,447	\$	(796,797)
Supplies & Services	\$ 9,086,857	\$ 10,173,591	\$ 3,761,303	37%	\$ 10,564,453	\$	(390,862)
Education & Training	\$ 337,350	\$ 337,350	\$ 88,257	26%	\$ 361,097	\$	(23,747)
Capital Expenditures	\$ -	\$ 20,880	\$ 6,538	31%	\$ 20,880	\$	0
Non-Discretionary	\$ 7,313,345	\$ 7,381,941	\$ 3,700,831	50%	\$ 7,374,811	\$	7,130
Operating Transfers	\$ 9,907,099	\$ 10,071,099	\$ -	0%	\$ 10,945,665	\$	(874,566)
Total All Categories	\$ 61,182,301	\$ 62,532,512	\$ 25,050,221	40%	\$ 64,611,354	\$	(2,078,842)

- Through the second quarter of FY2021/22, General Fund expenditures total \$25.1 million or 40% of the amended budget.
- Personnel costs are at 51% the amended budget through the first six months of activity. Staff is projecting that personnel costs through the end of the fiscal year will come in over the existing amended budget by \$796,797. Staff is recommending a budget adjustment of \$717,896 as a result of Strike Team and Urban Search & Rescue reimbursable overtime that will correct most of this variance. Staff will also recommending additional budget of \$103,450 for Fire Over-hire and a Housing Analyst I/II that will fully align budget with projected expenses.
- Supplies and Services total \$3.7 million or 37% of the amended budget through the second quarter of operations, however, expenses within this category can and typically do fluctuate with timing. Staff is projecting be over the amended budget by \$390,862 in this category due to contract service corrections and additional Strike Team expenses for administration and equipment. These adjustments are proposed for appropriations under a separate Council items, and are partially offset by \$216,305 of additional revenues, for a net cost of \$174,557.
- Capital Expenditures are expected to fall in line with the amended budget by end of fiscal year.
- Non-discretionary expenses are currently at \$3.7 million or 50% of amended budget through the first six months of activity. Examples of items included in this category are utilities, contributions for vehicle replacement and maintenance costs, technology services support, and indirect costs (City overhead). Minor savings are expected in this category due to a decommissioned vehicle that will no longer need service or fuel.

- Operating Transfers consist primarily of the transfer of Measures F sales taxes received to the separate Measure F fund, as well as the subsidy for the Storm Drain and Cemetery operations. Because only a small portion of Measures F revenues have been received in the first six months of this fiscal year, the transfers have not yet been recorded. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required. The projected expenditures are in excess of the amended budget due to a \$854,566 increased transfer to the Measure F fund to accommodate the increase sales tax revenues expected and also due \$20,000 that will be transferred to the Storm Drain fund for pyrethroids monitoring.

Table 6 – General Fund Expenditures by Department

FY2021/22 General Fund Expenditures							
	Original Budget	Amended Budget	Year-to Date Actuals	%	Expenditure Projections	Variance Favorable/ (Unfavorable)	
Administrative Services	\$ 3,406,287	\$ 3,492,457	\$ 1,487,836	43%	\$ 3,548,239	\$	(55,782)
Community Development	\$ 3,262,973	\$ 3,527,901	\$ 1,666,885	47%	\$ 3,556,960	\$	(29,059)
Community Services	\$ 7,178,464	\$ 7,814,636	\$ 3,048,078	39%	\$ 7,797,367	\$	17,269
Police	\$ 23,083,763	\$ 23,377,339	\$ 11,106,225	48%	\$ 23,060,171	\$	317,168
Fire	\$ 11,697,697	\$ 11,768,721	\$ 6,397,991	54%	\$ 13,004,862	\$	(1,236,141)
Library	\$ 2,161,761	\$ 2,266,671	\$ 1,023,135	45%	\$ 2,190,664	\$	76,007
Public Works	\$ 685,098	\$ 688,407	\$ 302,440	44%	\$ 659,848	\$	28,559
Non-Departmental	\$ 9,706,258	\$ 9,596,381	\$ 17,631	0%	\$ 10,793,243	\$	(1,196,862)
Total All Departments	\$ 61,182,301	\$ 62,532,512	\$ 25,050,221	40%	\$ 64,611,354	\$	(2,078,842)

- General Fund expenditures by Department for the first six months of operations are \$25.1 million, or 40% of the amended budget. Year-to-date actuals show most departments are spending in line with their budgets, however, FY2021/22 end-of-year projections indicate citywide expenditures exceeding the amended budget by \$2.1 million. Many of these overages will be addressed with proposed budget additions or corrections under a different Council report.
- Administrative Services is expected to exceed the amended budget by approximately \$55,782 mostly due to a planned expenditure of \$50,000 for completion of a Storm Water rate study.
- Community Development is expected to exceed the amended budget by approximately \$29,059. This is due to a budget correction that took place in January 2022 that moved funding from Non-Departmental to Community Development for Code Enforcement efforts.

- Community Services is expected to achieve minor savings of \$17,269 compared to the amended budget. Savings are due to \$104,626 in personnel that will be reduced by supplies and services expenses for the Casa Linda Tree removal, Country Oaks landscaping, and Stump Grinding that will be proposed budget additions or corrections under a different Council report.
- Police is expected to be under budget by \$317,168 compared to the amended budget. Savings are a result of vacancies in the police department. Police will often backfill shifts with existing staff creating unplanned costs in overtime, however, these costs are absorbed through vacancy salary savings. Some of these savings will be reduced by other necessary expenses being that will be proposed budget additions or corrections under a different Council report. These expenses include K9 costs, training, and equipment replacement.
- Fire is expected to exceed budget by \$1,236,141. This is mostly due to Strike Team, Urban Search and Rescue (USAR), and operations overtime. Strike Team and USAR activities account for \$717,897 of this overtime expense. There are other non-personnel related Strike Team expenses in the amount of \$216,305 also included. In total, \$934,201 will be reimbursed by the Federal government, and staff will be including mid-year corrections to account for these expenses. The remaining over-budget amount is due to a position over-hire as a result of an expected vacancy; and overtime incurred resulting from staffing issues related to COVID-19 exposure, as well as overtime to cover staff vacancies resulting from work related injuries. Additional budget appropriations are being requested to cover the reimbursable Strike Team related costs, but the remaining overages are anticipated to be covered by savings in other areas of the General Fund.
- Library is expected to end the fiscal year with savings of \$76,007. Staff is projecting savings resulting from vacancies in both full-time and part-time salaries.
- Public Works is expected to end the fiscal year with savings of \$76,007. Staff is projecting savings as a result of full-time vacancies.
- During development of the budget, staff assumed overall savings will occur in the Personnel category as a result of vacancies throughout the year. These savings were reflected as negative budgets in the Non-Departmental category. Because there are minimal actual expenditures to offset these budgeted savings, year-end results appear to be over budget. However, the savings are realized within each department category, as illustrated by savings in the personnel category for most departments. Finally, transfers to other funds are included in this category, and due to the expected increase in Measure

F sales tax revenues, the related transfer of that money to the separate fund will also be increased.

Table 7 – Fund Balance

General Fund	Unaudited Actuals	Adopted	Amended	Mid-Year Projections	Difference
	FY2020/21	FY2021/22	FY2021/22	FY2021/22	
Beginning Balances	\$ 17,532,163	\$ 17,165,518	\$ 22,487,239	\$ 22,487,239	
Revenues	\$ 63,314,665	\$ 58,319,997 2.96%	\$ 58,319,997	\$ 63,430,258	\$ 5,110,261
Expenditures (Includes Measure J)	\$ 56,008,479	\$ 59,119,104	\$ 60,469,314	\$ 62,548,157	\$ 2,078,844
Minus FY21 to FY22 Purchase Order Roll-Overs	(617,458)				
Minus FY21 to FY22 Carry-Over Requests	(591,098)				
Minus Measure J Unspent Fund Balance	(1,142,553)				
Annual Surplus/Deficit	4,955,076	(799,107)	(2,149,317)	882,101	3,031,417
General Fund One-Time One-time Funding (CALPERS Extra Payment)		(1,063,197)	(1,063,197)	(1,063,197)	
Fire Station		(1,000,000)	(1,000,000)	(1,000,000)	
General Fund Loan Repayments					
Unreserved Fund Balance	\$ 22,487,239	\$ 14,303,214	\$ 18,274,726	\$ 21,306,143	\$ 3,031,417
Ending Unreserved Fund Balance	\$ 22,487,239	\$ 14,303,214	\$ 18,274,726	\$ 21,306,143	\$ 3,031,417
Percentage (E.U.F.B./Revenues)	39.8%	27.7%	35.3%	38.1%	
Reserve Policy \$	\$ 11,293,720	\$ 10,344,919	\$ 10,344,919	\$ 11,196,058	\$ 851,139
Reserve Policy %	20.00%	20.00%	20.00%	20.00%	
"Excess" Fund Balance (over Reserve Target)	\$ 11,193,519	\$ 3,958,295	\$ 7,929,806	\$ 10,110,084	\$ 2,180,278

During development of the FY2021/22 adopted budget, revenues were assumed to be \$58.3 million, with no changes reflected in the amended budget. Staff is projecting to realize revenues \$5.1 million more the amended budget. Revenue variances were discussed previously in this report, but the majority of the variance can be attributed to better than anticipated sales taxes, property taxes, motor vehicle in-lieu revenues, service charges, lease/interest income, and Strike Team reimbursements.

During development of the FY2021/22 budget, expenditures were calculated at \$59.1 million. Since then, Council has approved FY2020/21 to FY2021/22 purchase order rollovers/budget carry-overs of a combined \$1.2 million, along with other miscellaneous appropriations throughout the fiscal year; the amended budget of \$60.4 reflects these changes. Staff is projecting year-end expenditures of \$62.5 million or \$2.1 million more than the amended budget. Adjustments for these expected overages are discussed herein and are recommended for correction in a separate staff report.

Total ending Unreserved Fund Balance in the General Fund is projected to be \$21.3 million or 38.1% of revenue for FY2021/22 after factoring in Council approved FY2021/22 budget

amendments and prior year purchase order rollovers/budget carry-over. During development of the FY2021/22 budget, unreserved fund balance was expected to be \$14.3 million, or 27.7% of revenues.

The mid-year budget report does not include an updated and revised five-year forecast for the General Fund. Although the General Fund outlook has improved from the beginning of the fiscal year, the General Fund continues to project ongoing annual fiscal imbalances, and expenditures continue to outpace revenue growth. The General Fund reserve is one of the factors that assists staff in balancing the General Fund forecast, as well as providing limited funding for priority needs.

Council will receive an update to the General Fund five-year forecast and the related reserve balances during the spring budget workshop in April. The meetings for the FY2022/23 budget will include a focus on allocation of reserves toward balancing the budget and on providing resources for priority projects and unfunded needs.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 1, 2022
ITEM #: I.16
SUBJECT: Fiscal Year 2021/22 Mid-Year Budget Adjustments

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2021/22 Budget Totaling \$6,141,756 and authorizing amendments to authorized positions as outlined in Exhibit B.

Staff Contact:

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

Fiscal Impact:

The recommended action will authorize corrections and supplemental budget appropriations of \$6,141,756 to support operational expenditures across a variety of city funds. These funds and their respective budget adjustments include the following: Equipment Services Fund \$100,000; General Fund \$2,103,391; Water Enterprise \$160,000; Storm Drain Enterprise \$20,000; Affordable Housing In-Lieu \$82,000; Gas Tax Fund \$7,000; Asset Forfeiture \$17,500; Road Development Fund \$151,865; Spring Lake Debt Service \$3,500,000.

The recommended action also includes changes to the authorized full-time position listing. The proposed changes are primarily to correct the authorized classifications needed in the Police Department and to add a Housing Analyst position to allow for recruitment.

Background:

On June 15, 2021, the City Council adopted the fiscal year 2021/22 (FY22) budget totaling \$205,972,598 in appropriations in support of citywide operations, Capital Improvement Projects, and expenses related to the Woodland Finance Authority and the Successor Agency of the former Redevelopment Agency. During the first six months of FY22, the City Council approved \$66,148,358 in budget amendments, which included prior fiscal year carryovers (operations and capital projects), Capital Improvement additional appropriations, and other staff requested budget augmentations and corrections.

Included as a separate item on the agenda, the City Council is receiving the FY2021/22 Mid-Year Report, representing revenue and expenditure results through the first six months of the fiscal year, along with updated projections for the remainder of FY2021/22. In conjunction with the Mid-Year budget update, staff is requesting that the City Council authorize, by resolution, amendments to the FY2021/22 budget across various funds, as detailed in the attachment and highlighted briefly herein.

Discussion:

Staff is requesting formal action for supplemental FY2021/22 budget appropriations totaling \$6,241,756. The requested appropriations are funded through a mixture of new or increased revenues, available dedicated reserves, or use of unassigned fund balances from various funds. There are a few, very large budget corrections recommended herein, including \$3.5 million for Spring Lake debt service, \$930,053 for wildfire fire Strike Team operations, and \$874,566 in revenue transfer to Measure F. Additionally, because of the requirement for government agencies to account for different types of funds separately, there are instances where the same money may need to be appropriated in two different places. For example, the recommended appropriation of \$20,000 for Pyrethroids Monitoring from the General Fund to the Storm Drain Fund and the re-appropriation of the same funds within the Storm Drain Fund. This process is necessary to comply with correct treatment of funds, but it can inflate the dollar amount of appropriations required and recommended.

Of the \$6,141,756 in requested appropriations, staff expects \$5,315,767 in offsetting revenue with a net impact of \$825,989.

Equipment Services Fund - Staff is requesting \$100,000 as a budget appropriation to continue with contract services to maintain Fire apparatus. Due to low staffing levels in the fleet maintenance shop, and the specialized needs of the heavy fire apparatus, the City has been contracting for these repairs and maintenance.

General Fund

Storm Water Rate Study - \$50,000; A consultant has been engaged to study the possibility of increasing the rate for Storm Drain operations and services. The requested amount will include the cost of public outreach should the City decide to pursue this effort.

Casa Linda Tree Assessment/Removal/Stump Grinding/Postmortem Report - \$27,212; Residents living adjacent to the heritage oak tree on Casa Linda requested the City remove the tree due to concerns of its structural integrity. An assessment of the tree health was conducted by an independent consultant and concluded that potential failure of the tree was high.

Housing Analyst I/II - \$11,750; Funding will allow for a new Housing Analyst I/II to start in June and shadow current staff before they retire next fiscal year.

Stump Grinding - \$58,030; Stump grinding is needed throughout the City for city-owned trees in order to replant the trees that have been removed. Vacancies in the Urban Forestry division have prevented the City from being able to complete the grindings. Therefore, funding is needed to augment the tree maintenance contract so the removals can be completed in a timely manner. Planting of trees supports the City's climate action plan and the goal is to increase the City's tree canopy.

Dominguez Contract/Country Oaks - \$2,115; Country Oaks subdivision public area landscape was accepted by City Council on 6/1/21. This budget correction will align the budget to when maintenance began on 9/1/21.

Fire Over-hire - \$91,700; Funds will allow the City to hire one additional Firefighter to send to the academy, pending a Battalion Chief retirement expected in September 2022.

Strike Team Personnel - \$713,748; When the City deploys Fire personnel to assist with wildfire strike teams throughout the State, the overtime costs the City incurs as a result of these efforts need to be added to the budget, and they are reimbursed by the State or Federal government.

Strike Team Equipment/Administration - \$216,305; Reimbursement of the cost of equipment use and administration costs for all Strike Team activities.

Urban Search and Rescue Overtime - \$4,148; Reimbursement of Urban Search and Rescue overtime costs.

Measure F Revenue Transfer - \$854,566; An appropriation is required from the General Fund to transfer additional projected revenue to the Measure F fund.

Cost of Existing K9 - \$5,610; Cost of oral surgery for Chase.

K9 Replacement - \$22,930; K9 Chase has retired from service, and a new K-9 is needed to fill this spot; costs include purchase of the K-9, associated training and vet costs.

Phone Replacements in PD - \$8,660; FY2021/22 approved funding for phone replacements during the budget process, but appropriations were inadvertently excluded.

Police Training - \$23,747; In light of new hires and the Police's efforts to keep staff fully trained and up-to-date, staff is requesting additional funding to the existing police training budget.

Pyrethroids Monitoring - \$20,000; Funds will allow the city to comply with a requirement from the Regional Water Control Board to establish a pyrethroids baseline monitoring plan. This money will be transferred to and spent out of the Storm Drain Enterprise fund, as revenues received in that fund are insufficient to meet current needs.

Vehicle Variable Rate Correction - (\$7,130); Refund variable rate for Vehicle #611-vehicle has been decommissioned.

Water Enterprise Fund - Staff is requesting \$160,000 to pay for a PG&E back-bill for Well #29 (previously Well #4). When Well #29 (ASR Well) was constructed, the PG&E meter was not installed and activated at the new well site, and the City received a bill to retroactively pay for the missed time.

Storm Drain Enterprise Fund - \$20,000 for Pyrethroids Monitoring; Revenue received from the General Fund for Pyrethroids monitoring needs to be appropriated in the Storm Drain fund where the expense will take place.

Affordable Housing In-Lieu Fund - \$82,000 for the Homeless Shelter Project; City Council has previously committed funds to the Homeless Shelter project at East Beamer Way, but the full amounts were not appropriated with those actions. This transfer will fulfill this commitment.

Gas Tax Fund - \$7,000 for Video Detection Equipment; PG&E has refunded the City for damaged equipment on West Street and Beamer Avenue. Funding will allow staff to replace video detection equipment.

Asset Forfeiture Fund - \$17,500; The City is required to spend these funds within two (2) years of receipt. In order to comply with this requirement, funds need to be spent in FY22. The Police Department intends to purchase two License Plate Readers.

Road Development Fund - \$151,865 for Loan Repayment to Measure E; In FY2019/20, Measure E loaned \$4.275 million to the Road Development Fund to allow for timely completion of the Kentucky Avenue Widening project. Sufficient development related revenues have been collected and this appropriation will allow for the final payment on the loan.

Spring Lake Debt Service Fund - \$3,500,000 for Bond Debt Service; A number of Spring Lake residents prepaid their annual Mello-Roos assessment at the end of FY2020/21. In turn, a payment was applied to the City's bond debt service in FY2021/22.

Lastly, staff is recommending a series of full-time equivalent position additions and deletions. The Police positions identified below are corrections to the approved Full-time Equivalent listing and no additional funds are necessary or requested. The Housing Analyst I/II position description was recently approved by the City Council but not added to the citywide FTE approved listing. This position will incur approximately \$11,750 in expenses in FY2021/22. The following table illustrates the proposed position changes:

CITYWIDE FY22 MID-YEAR FTE POSITION CHANGES

Classification	Full-Time Equivalent (FTE)	
	Add	Delete
Police Records Specialist		-3
Senior Police Records Specialist	3	
Housing Analyst I/II	1	
Totals	4	-3

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2021/22 Budget Totaling \$6,141,756 and authorizing amendments to authorized positions as outlined in Exhibit B.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. FY22 Mid-Year Adjustments Listing - Exhibit A
2. FY22 Mid-Year Adjustments Summary - Exhibit B
3. FY22 Mid-Year Amendments Budget Resolution

CITYWIDE FY22 MID-YEAR ADJUSTMENTS

Department	Fund	Description	Justification	Amount Requested	Offsetting Revenue	Net Impact
Administrative Services	Affordable Housing In-Lieu	Remaining commitment - transfer from Affordable Housing In-Lieu to the Homeless Shelter Project	City Council has previously committed funds to the Homeless Shelter project. This transfer will fulfill this commitment and make the project whole.	\$ 82,000	\$ -	\$ 82,000
Administrative Services	Road Development Fund	Loan Repayment	Remaining payment from the Road Development fund to the Measure E fund for a loan commitment to pay for road projects.	\$ 151,865	\$ -	\$ 151,865
Administrative Services	Spring Lake Debt Service	Mello-Roos Prepayments	A number Spring Lake residents prepaid their annual Mello-Roos assessment at the end of FY2020/21. In turn, a payment was applied to the City's bond debt service in FY2021/22.	\$ 3,500,000	\$ 3,500,000	\$ -
Administrative Services	General Fund	Storm Water Rate Study	A consultant has been engaged to study the possibility of increasing the rate for Storm Drain operations and services.	\$ 50,000	\$ -	\$ 50,000
Non-Departmental	General Fund	Measure F Revenue Transfer	An appropriation is required from the General Fund to transfer additional projected revenue to the Measure F fund.	\$ 854,566	\$ 854,566	\$ -
Community Services	General Fund	Dominguez contract - Country Oaks	Country Oaks landscape was accepted by City Council on 6/1/21. This budget correction will align the budget to when maintenance began on 9/1/21.	\$ 2,115	\$ -	\$ 2,115
Community Services	General Fund	Stump Grinding	Stump grinding is needed throughout the City for city-owned trees in order to replant the trees that have been removed. Staffing levels in Urban Forestry are not able to perform the needed stump removals. Therefore, funding is needed to augment the tree maintenance contract so the removals can be done in a timely manner. Planting of trees supports the City's climate action plan and the goal is to increase the City's tree canopy.	\$ 58,030	\$ -	\$ 58,030
Community Services	General Fund	Casa Linda Tree Assessment/Removal/Stump Grinding/Postmortem Report	Concerned residents living in the surrounding homes were requesting the removal of the Valley Oak. A risk assessment was conducted by a private company. The report indicated that the chance of failure was high and that mitigation was not recommended.	\$ 27,212	\$ -	\$ 27,212
Community Services	General Fund	Housing Analyst (1 month)	Funding will allow for a new Housing Analyst I/II to start in June and shadow current staff before they retire next fiscal year.	\$ 11,750	\$ -	\$ 11,750
Police	General Fund	Cost for Existing K9	Cost of oral surgery for Chase.	\$ 5,610	\$ -	\$ 5,610
Police	General Fund	Police Training	In light of new hires and the Police's efforts to keep staff fully trained and up-to-date, staff is requesting additional funding to the existing police training budget.	\$ 23,747	\$ -	\$ 23,747
Police	General Fund	K9 Replacement	K9 Chase replacement (includes vet exam & training).	\$ 22,930	\$ -	\$ 22,930
Police	General Fund	iPhone Replacements	FY2021/22 approved funding; appropriation was missed (iPhone replacement fund) and is now being corrected.	\$ 8,660	\$ -	\$ 8,660
Police	Asset Forfeiture Fund	Asset seizure expenses- License Plate Reader Cameras -Two Cameras	Police intends to spend federal funds on two (2) license plate readers. The City is required to spend funds within two (2) years of receipt of funding.	\$ 17,500	\$ -	\$ 17,500
Fire	General Fund	Strike Team - Personnel	Reimbursement of Strike Team overtime costs.	\$ 713,748	\$ 713,748	\$ -
Fire	General Fund	Strike Team - Equipment/Administration	Reimbursement of the cost of equipment use and administration costs for all Strike Team activities.	\$ 216,305	\$ 216,305	\$ -
Fire	General Fund	Urban Search and Rescue Overtime	Reimbursement of Urban Search and Rescue overtime costs.	\$ 4,148	\$ 4,148	\$ -
Fire	General Fund	Fire Over-hire	Funds will allow the City to hire one additional Firefighter to send to the academy, pending a Battalion Chief retirement expected in September 2022.	\$ 91,700	\$ -	\$ 91,700
Fire	Equipment Services	Maintenance - Contract Services	Fire Apparatus Maintenance (Contract Services)	\$ 100,000		\$ 100,000

Department	Fund	Description	Justification	Amount Requested	Offsetting Revenue	Net Impact
Public Works	General Fund	Vehicle Variable Rate Correction	Refund variable rate for Vehicle #611-vehicle has been decommissioned.	\$ (7,130)	\$ -	\$ (7,130)
Public Works	Water Enterprise	Water Back-bill	Increase due to PG&E backbilling for Well #29 (used to be Well #4); meter conversion issue.	\$ 160,000	\$ -	\$ 160,000
Public Works	General Fund	Pyrethroids Monitoring	Funds will allow the city to comply with a requirement from the Regional Water Control Board to establish a pyrethroids baseline monitoring plan.	\$ 20,000	\$ -	\$ 20,000
Public Works	Storm Drain Enterprise	Pyrethroids Monitoring	Revenue received from the General Fund for Pyrethroids monitoring needs to be appropriated in the Storm Drain fund where the expense will take place.	\$ 20,000	\$ 20,000	\$ -
Public Works	Gas Tax	Video Detection Equipment	PG&E has refunded the City for damaged equipment on West and Beamer. Funding will allow staff to replace video detection equipment.	\$ 7,000	\$ 7,000	\$ -
Totals				\$ 6,141,756	\$ 5,315,767	\$ 825,989

CITYWIDE FY22 MID-YEAR ADJUSTMENTS BY FUND

Fund No.	Fund	Adjustment Recommendation	Offsetting Revenue	Net Impact
010	Equipment Services	\$ 100,000	\$ -	\$ 100,000
101	General Fund	\$ 2,103,391	\$ 1,788,767	\$ 314,624
210	Water Enterprise	\$ 160,000	\$ -	\$ 160,000
221	Storm Drain Enterprise	\$ 20,000	\$ 20,000	\$ -
327	Affordable Housing In-Lieu	\$ 82,000	\$ -	\$ 82,000
355	Gas Tax	\$ 7,000	\$ 7,000	\$ -
357	Asset Forfeiture Fund	\$ 17,500	\$ -	\$ 17,500
582	Road Development Fund	\$ 151,865	\$ -	\$ 151,865
870	Spring Lake Debt Service	\$ 3,500,000	\$ 3,500,000	\$ -
TOTAL		\$ 6,141,756	\$ 5,315,767	\$ 825,989

CITYWIDE FY22 MID-YEAR FTE POSITION CHANGES

Classification	Full-Time Equivalent (FTE)	
	Add	Delete
Police Records Specialist		-3
Senior Police Records Specialist	3	
Housing Analyst I/II	1	
Totals	4	-3

RESOLUTION NO. _____

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

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

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

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

WHEREAS, a revised annual budget has been prepared for fiscal year 2021-2022; and

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

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

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

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

Section 1. The 2021-2022 Annual Revised Budget is hereby amended to include supplemental appropriations totaling \$6,141,756 as shown in Exhibit B.

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

Section 4. The City Manager and Finance Officer are hereby authorized to implement this resolution, including issuing the 2021-2022 Revised Budget, together with any non-substantive corrections to the preliminary budget adopted by this Council.

Section 5. Four full-time equivalent (FTE) positions are authorized and added to the classification listing for FY2021/22 per Exhibit B – FY22 Mid-Year Adjustments Summary; and three full-time equivalent (FTE) positions are deleted from the classification listing for FY2021/22 per Exhibit B – FY22 Mid-Year Adjustments Summary.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk