



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

May 17, 2022
6:00 PM

CITY COUNCIL

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

2. SUBJECT: Proclamation Honoring May 2022 As Older Americans Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation declaring May 2022 as Older Americans Month.

3. SUBJECT: Proclamation in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI).
4. SUBJECT: Sustainability Advisory Committee Meeting Minutes for March 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the March 16, 2022 meetings of the Sustainability Advisory Committee.
5. SUBJECT: Fire Department Quarterly Status Report for the Period of January 2022 - March 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for January 2022 through March 2022.
6. SUBJECT: Police Department Quarterly Status Report for the period of January 2022 through March 2022.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for January 2022 through March 2022.
7. SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with the Parkside 3 Subdivision Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #1 for construction management and inspection with UNICO Engineering Consultants (UNICO), in the amount of \$80,000 for the Parkside 3 Subdivision Improvements and authorize the City Manager to execute the agreement.
8. SUBJECT: Increase the Fiscal Year 2021/2022 Library Trust Fund Budget by \$58,965

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing an increase to the Library Trust Fund (fund 917) appropriations from \$38,500 to \$97,465, a total increase of \$58,965 in support of additional grant funded program costs.
9. SUBJECT: 2022 Road Maintenance Project, CIP 22-06; Approve Plans and Specifications, Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2022 Road Maintenance Project, CIP 22-06 and authorizing bid advertisement.

10. SUBJECT: Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06; Approve Contract Amendment No. 2 with Mead & Hunt for Professional Engineering, Environmental and Permitting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment No. 2 to the professional services agreement with Mead & Hunt for the Yolo Bypass West Levee Culvert Replacement Project, also known as the Storm Drainage Outfall Channel Culvert Structure Project, for an additional amount up to \$49,592.

11. SUBJECT: Agreement for Countywide Homeless Coordination Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a new five-year Homeless Coordination Project Agreement for the period of July 1, 2021 – June 30, 2026 (Fiscal Years 2022 - 2026) and authorizing the City Manager to execute any and all agreements necessary for the City to implement the project.

12. SUBJECT: Fire Department Grant Award Budget Appropriations

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate an additional \$1,915 to Fund 330 (Other Federal Grants) for the purchase of the additional SCBA equipment as awarded in the 2019 Homeland Security Grant; and appropriate \$12,000 to Fund 101 (General Fund) for the purchase of the Battery Operated Extrication equipment as received from the Springlake Fire Protection District via the Rural Communities Investment Program.

13. SUBJECT: Approval of Final Maps 5162 & 5206 (Pioneer Village phases 1 & 2) and Related Subdivision Improvement Agreements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council to 1) approve Final Subdivision Map 5162, Pioneer Village Phase 1, and Final Subdivision Map 5206, Pioneer Village Phase 2; and 2) approve the related Subdivision Improvement Agreements and authorize the 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.

14. SUBJECT: 2022 Spring Lake Parks Project, CIP 20-03; Approve Plans and Specifications and Bid Authorization

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the 2022 Spring Lake Parks Project, CIP 20-03; and
- 2) Appropriate \$370,000.00 of additional SLIF Parks & Recreation funding (Fund 640) to the project; and
- 3) Authorize the City Manager to execute a contract with PlayPower, Inc. for the purchase of playground equipment for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$87,621.64; and

- 4) Authorize the City Manager to execute a contract with Park Planet for the purchase of the picnic shelter for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$36,034.28.
- 5) Authorize the City Manager to execute a contract with Public Restroom Company for the purchase of restroom for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$193,868.

15. SUBJECT: Dick Klenhard Ballfield Light Upgrade

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with Musco Sports Lighting, LLC in the amount of \$157,083.68 through a cooperative purchasing agreement with Sourcwell Contract Number 071619-MSL, and authorize a contract contingency up to 10% (\$15,708.37); and affirming the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency.

G. PUBLIC HEARINGS

16. SUBJECT: Amendments to the City Municipal Code related to Commercial Cannabis Retail Uses

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Receive this Report;
2. Conduct a public hearing;
3. Find that neither of these Ordinances constitute a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061 (b) (3) of Title 14 of the California Code of Regulations as set forth in this Ordinance; and
4. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 17.110 of the City of Woodland Zoning Code, Exhibit B of the Interim Zoning Code, and Table 8.1 of the Downtown Specific Plan;
5. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 5.28 of the City of Woodland Municipal Code related to Cannabis Business Permits;
6. Adopt Resolution No. _____, to update Regulatory Permit Fees related to cannabis businesses.
7. Approve a \$90,000 contract amendment with HdL Companies for a total contract amount of \$118,500; and
8. Direct staff to return to City Council with a proposed ballot measure for the November 8, 2022 election to establish a cannabis business tax in the City of Woodland.

H. REPORTS OF THE CITY MANAGER

17. SUBJECT: Rescind Urgency Ordinance No. 1664 "Temporary Outdoor Use Permit" and Adopt Citywide Parklet Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1.) Introduce and waive first reading of Ordinance No. _____, rescinding

Urgency Ordinance No. 1664 originally adopted June 2, 2020, pertaining to Temporary Outdoor Use Permits; and
2.) Adopt Resolution No. _____, approving a citywide Parklet Program to allow for parklets within the city right-of-way, utilizing not more than two (2) city parking spaces in the absence of, or limited private outdoor seating for an annual fee; and appropriate \$125,000 from the General Fund to this Program, to financially assist business owners with construction costs associated with (re)constructing and/or enhancing existing parklets.

18. SUBJECT: Woodland Finance Authority Wastewater Revenue Refunding Bonds

RECOMMENDATION FOR ACTION: Staff recommends: (1) that the Board of the Woodland Finance Authority adopt Resolution No. _____, approving the Forms and Authorizing Execution and Delivery of the Second Supplemental Installment Purchase Contract, the Second Supplemental Trust Agreement, the Escrow Agreement; Authorizing the Issuance of the Woodland Finance Authority Wastewater Revenue Refunding Bonds; and Approving Other Actions Related to the Bond; AND (2) that the City Council adopt Resolution No. _____, approving the Issuance by the Woodland Finance Authority of a Wastewater Revenue Refunding Bond; Approving the Forms of and Authorizing Execution and Delivery of a Second Supplemental Installment Purchase Contract; and Authorizing Related Actions and Manners.

19. SUBJECT: Authorize Appropriations for an Extra Payment of Unfunded Liability to CalPERS

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the budget totaling \$6,123,367 for extra unfunded liability payments to CalPERS.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, May 17, 2022 was posted on Friday, May 13, 2022 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such

modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: E.1
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

JUNE 7TH

REGULAR MEETING

City Council Meeting Minutes for May 7, 2022 and May 17, 2022
WM Delinquent Garbage/Refuse Accounts – Call for Public Hearing on July 19, 2022
Approve plans & specifications and authorize bidding 5th & Clover sewer rehab project, CIP #22-18
Girls Fastpitch Field Naming Agreement
Amend Development Impact Fee Deferral Ordinance – 1st Reading
Intent to Levy Lighting and Landscaping Assessment Districts
Council Compensation
Fiscal Year 22/23 Budget Introduction
2nd reading Commercial Cannabis Retail Uses
2nd reading Adopt Citywide Parklet Program

JUNE 21ST

REGULAR MEETING

Amend Development Impact Fee Deferral Ordinance - 2nd Reading
Fiscal Year 22/23 Budget Adoption

Public Hearing

Levy Spring Lake Lighting and Landscaping District Assessment
Levy Gateway Lighting and Landscaping District Assessment
Levy Gibson Ranch Lighting and Landscaping District Assessment
Levy North Park Lighting and Landscaping District Assessment
Levy Streng Pond Lighting and Landscaping District Assessment
Levy Westwood Lighting and Landscaping District Assessment

JULY 5TH

REGULAR MEETING

City Council Meeting Minutes for June 7, 2022 and June 21, 2022
Woodland Research Technology Park – EIR Specific Plan Adoption

JULY 19TH

REGULAR MEETING

Public Hearing – WM Delinquent Garbage/Refuse Accounts

Future Topics / Study Sessions:

Comprehensive Zoning Update (Summer/Fall 2022) Youth Master Plan (Summer 2022) Waste Management Residential Smart Truck (TBD) Rule 20A Undergrounding District (TBD)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.2
SUBJECT: Proclamation Honoring May 2022 As Older Americans Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring May 2019 as Older Americans Month.

Background:

Each year, more and more older adults are making a positive impact in and around Woodland. As volunteers, employees, employers, educators, mentors, advocates, and more, they offer insight and experience that benefit the entire community. Older Americans Month has been recognizing the contributions of this growing population.

This year the theme is the Older Americans Act Nutrition Program — the first Federal program to support the well-being of older Americans through meal deliveries, nutrition services, educational programs, and counseling.



Ken Hiatt
City Manager

Attachments:

1. Older Americans Month 2022 Proclamation

CITY OF WOODLAND

Proclaim May 2022 as

Older Americans Month 2022

Whereas, Woodland, California includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

Whereas, the City of Woodland recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

Whereas, the City of Woodland can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

Now, therefore, be it resolved that the City Council of the City of Woodland does hereby proclaim May 2022 to be Older Americans Month. We urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

Dated: May 17, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tem

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.3
SUBJECT: Proclamation in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI)

SUBJECT: Resolution in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI).

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. AAPI Month 2022 Proclamation

CITY OF WOODLAND

Proclaim May 2022 as Asian American and Pacific Islander Month in Yolo County

WHEREAS, the people of the United States join together each May to pay tribute to the contributions of generations of Asian Americans and Pacific Islanders who have enriched the history of the United States; and

WHEREAS, the Asian-American and Pacific Islander community is an inherently diverse population, composed of more than 45 distinct ethnicities and more than 100 language dialects; and

WHEREAS, the month of May was selected for Asian/Pacific American Heritage Month because the first Japanese immigrants arrived in the United States on May 7, 1843, and the first transcontinental railroad was completed on May 10, 1869, with substantial contributions from Chinese immigrants; and

WHEREAS, we recognize the history, achievements, and diversity of Asian Americans and Native Hawaiians/Pacific Islanders, and the systemic barriers to economic justice, health equity, educational attainment, and personal safety experienced by many in the Asian-American and Native Hawaiian/Pacific Islander community; and

WHEREAS, Asian Americans and Pacific Islanders have made significant contributions to the United States at all levels of local, State, and Federal government and in the United States Armed Forces; and

WHEREAS, celebrating Asian/Pacific American Heritage Month provides the people of the United States with an opportunity to recognize the achievements, contributions, and history of, and to understand the challenges faced by, Asian Americans and Pacific Islanders; and

WHEREAS, the City of Woodland will work to ensure that all members of AAPI communities — no matter their background, the language they speak, or their religious beliefs — are treated with dignity, respect, and equity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland, in union with our Yolo County cities and residents, hereby proclaims May 2022 as Asian American and Pacific Islander Heritage Month.

Dated: May 17, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tem

Rich Lansburgh, Council Member

Tania Garcia-Cadena, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.4
SUBJECT: Sustainability Advisory Committee Meeting Minutes for March 2022

Recommendation for Action: Staff recommends that the City Council receive minutes for the March 16, 2022 meetings of the Sustainability Advisory Committee.

Staff Contact:

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

Discussion:

This staff report transmits minutes for the March 16, 2022 meeting. Items of note in these minutes include:

- *Item 8: Climate Safe CA Campaign*

The subcommittee is using the policy rubric they developed to evaluate the campaign's goals, its alignment to the Climate Action Plan, and identify possible impacts. The SAC will review the findings at the April meeting and develop a presentation to Council at an upcoming meeting.

- *Item 9: VCE UltraGreen Option for City*

Mark Aulman introduced the idea of the SAC evaluating the option for the City of Woodland to opt into the UltraGreen option, which would provide 100% renewable and carbon-free energy to City facilities for an additional charge. Further discussion and assignment to a subcommittee to evaluate would be added to the April agenda.

- *Item 11: Town Hall Update*

The SAC began initial planning for a community world cafe-type event this summer that will focus on gathering community input on topics such as environmental health, sustainability, climate change, and environmental justice. Input from this event will be used to help guide the SAC's role and direction in supporting the City's climate action goals.

Conclusion:

Staff recommends that the City Council receive minutes for the March 16, 2022 meetings of the Sustainability Advisory Committee.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

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

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

Ken Hiatt
City Manager

Attachments:

1. SAC Minutes - Mar 2022



**SUSTAINABILITY ADVISORY COMMITTEE
MEETING MINUTES - March 16, 2022**

1. Call to order

Meeting called to order at 6:02 p.m.

2. Roll call

Present: Mark Aulman, Rolf Frankenbach, Allison Martin, Catalina Munoz, Sara Schremmer, Adelita Serena, Robert Ullrey, Raul Tadle

Absent: Liza Grandia

Staff Present: Rosie Ledesma, Sayetsi Sanchez,

Guests Present: Robin Dattel

3. Authorize Remote Public Meetings as Authorized by AB 361 (Action Item)

Carried on an 8-0 vote, with one absence, committee members approve to authorize remote public meetings.

Ayes: Aulman, Frankenbach, Martin, Munoz, Schremmer, Serena, Ullrey and Tadle

Noes: None

Abstain: None

Absent: Grandia

4. Public comment

There was no public comment.

5. Member reports (Information Item)

There were no member reports.

6. Staff reports (Information Item)

Rosie reported on the following items:

- Committee meetings will need to be in person starting April 2022 at the Woodland Community Center.
- Spring Break for Woodland schools will be on the same week as the next committee's meeting on April 20. Suggested to move the meeting to the following week, April 27, to avoid missing quorum. Committee agreed to move their meeting to April 27.
- The City of Woodland has been awarded ARP funds and have allocated 400,000 for sustainability.
- The City's Planning Division is updating the current Zoning Code (Title 17). They are working with a consultant to make sure all codes are up to date and are designed to

assist with our General Plan and its policies. The goal is to build in sustainability considerations into the new zoning code based on best practices. The Planning Division will provide more information on this to the committee in hopes to receive feedback that would relate to the General Plan.

7. Approve February 19, 2022 meeting minutes (Action Item – 2 minutes)

On a motion by Mark Aulman, seconded by Rolf Frankenbach and carried on a 7-0 vote, with one abstain and one absence, committee members approved February's meeting minutes.

Ayes: Aulman, Frankenbach, Martin, Munoz, Schremmer, Serena, and Ullrey

Noes: None

Abstain: Tadler

Absent: Grandia

8. Climate-Safe CA Campaign Update (Information Item)

Sara updated the committee that the policy group is planning to speak with city staff to better understand the implications of the campaign and then create a presentation on what is affective and what needs to be improved on the Climate-Safe CA Campaign. Sara also mentioned that they are using a rubric to run this policy to see how it relates to our CAP goals. Further updates on their work will be provide in April.

Community member, Robin Dattel from the Unitarian Church of Davis, mentioned that she has spoken to a representative of the campaign from Stockton. Robin added that they are aware that the campaign will be brought to Woodland Council and would be happy to speak to the group regarding the campaign if needed.

9. VCE UltraGreen Option for City (Information/Action Item)

Aulman: VCE offers an UltraGreen option for energy utility accounts and believes there should be a campaign to promote this service. Mark also suggested to have City accounts opt in for this service as an example for the community and show their support.

Community member, Robin Dattel, mentioned that her church signed up as a commitment to decarbonizing and supports the City to do the same.

This item will be discussed in further detail in April's committee meeting.

10. Honey Festival (Information Item)

This year, the Honey Festival is scheduled on May 7, 2022. The City's Environmental Services will be present at the event to do outreach. The Committee is invited to come table with

Environmental Services and have their own outreach materials if there is available staffing during the event. Next meeting, there will be a sign-up sheet for staffing time-slots.

11. Town Hall Update (Information Item)

Dates for the event have been re-scheduled. At this time, June 11 is being considered for an in-person event, as well as July 9 if June 11 is unavailable. A date for a virtual event has not been determined.

Committee members discussed the possibility of having the event combined with their monthly meetings to have everyone attend and participate. Rosie suggested that the name for the event, should be changed as the term Town Hall is more a Council-level event.

Allison will review the feedback provided and continue to work on this item.

12. October minutes reconstruction (Information Item)

Rosie requested notes from the October 2021 meeting if available. There has been interest to attempt to re-create the missing meeting notes. However, at this time we do not have enough to reconstruct October's meeting minutes. If any of the committee members have notes, please send them to Rosie.

13. Work Group Updates (Information Item)

Frankenbach: With the assistance of Mark, progress has been made on the survey to label priority tree planting sites. Mark added that they are interested in the work that was done by the consultant that worked on identifying priority sites for Parks and the Woodland Tree Foundation. They will be reaching out to Christine or Westley from Parks to gain access to that information.

Ledesma: Rosie updated the committee that the Tree Ordinance is currently in progress and the Committee will receive a presentation in the summer or fall before it goes to Council. Rosie also mentioned that Parks is working with the Woodland Tree Foundation for the tree removal requests.

Tadle: Provided an update on the electrification work group. Currently in contact with Reece Ulrich as Troy Thompson is no longer with the city. Planning to discuss the possibility of implementing a resolution and/or timeline for city fleet electrification. Raul shared a PDF from Salt Lake City which includes a resolution that provides an interesting concept on achieving long-term objectives while laying out short-term goals to work on.
<http://www.slcdocs.com/mayor/Resolution452020.pdf>

Rosie mentioned that in a recent meeting with regional collaboration groups that are focusing on climate action implementation they discussed other jurisdictions and counties

plans for electrification. May want to reach out to further look into what others are working on.

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

Mark suggested time to be allocated to discuss ARP funding opportunities

15. Adjourn

Meeting adjourned at 7:53pm.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.5
SUBJECT: Fire Department Quarterly Status Report for the Period of January 2022 - March 2022

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for January 2022 through March 2022.

Staff Contact:

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

Background:

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

Conclusion:

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for January 2022 through March 2022.

Prepared by: Jeran Scruggs, Management Analyst

Reviewed by: Eric Zane, Fire Chief

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Ken Hiatt
City Manager

Attachments:

1. Quarterly Report- Jan-Mar 2022



QUARTERLY REPORT

JANUARY 1-MARCH 31, 2022



1.6% Increase
from Q1 2021

Total Calls for Service

2,214

Average Response Time

4:53

Automatic
Aid

Aid Received

18

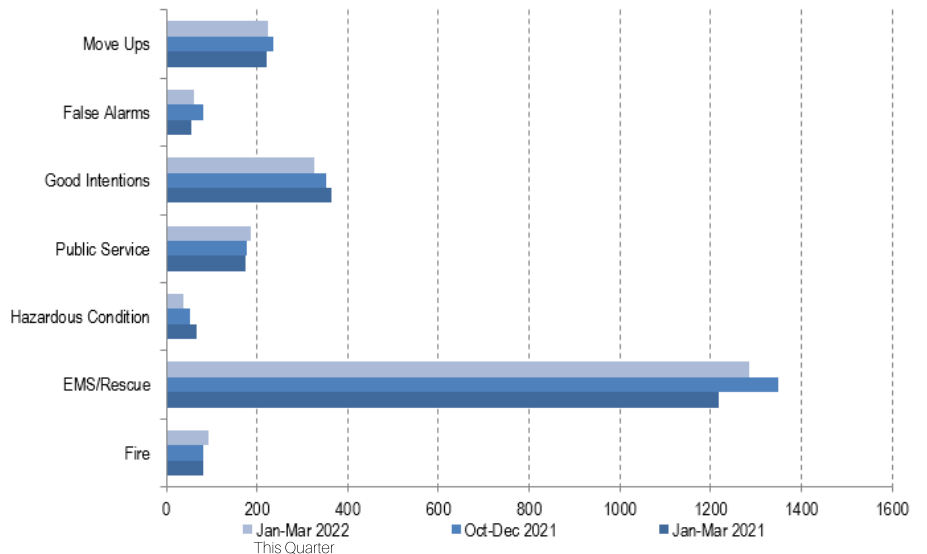
Aid Given

32

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

What types of calls did we run?

Calls for Service Comparison



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

STRUCTURE FIRE

87%

Goal:
4 minutes 90% of the time

Average: 3:54

FIRE- OTHER

51%

Goal:
4 minutes 90% of the time

Average: 6:15

FULL FIRST ALARM

100%

Goal:
8 minutes 90% of the time

Average: 6:47

EMS

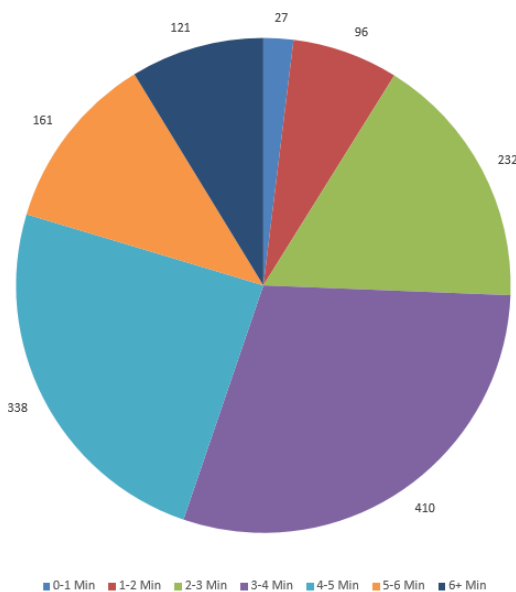
57%

Goal:
4 minutes 90% of the time

Average: 5:37

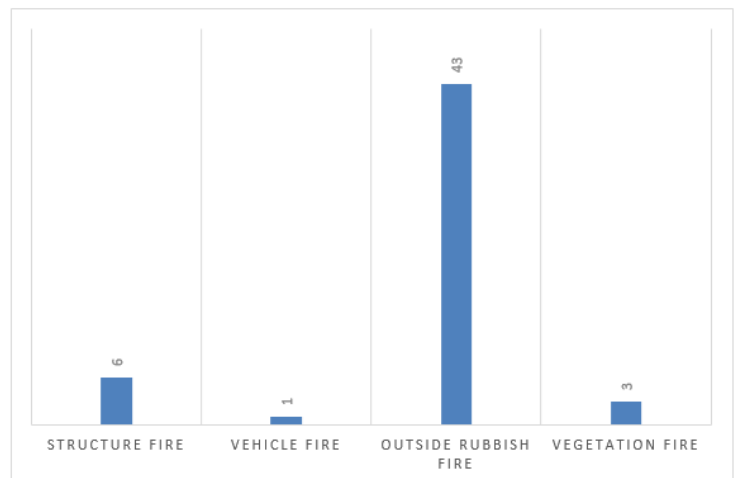
Priority Calls

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



Intentional Fires

January-March 2022

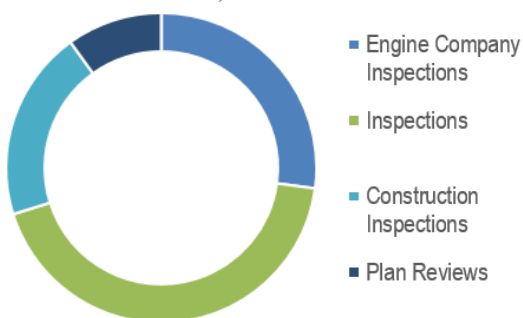


COMMUNITY RISK REDUCTION

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

Inspection & Plan Review

January-March 2022



Code Enforcement Hours

23



Public Education Outreach

110 people reached



Fire Investigations Conducted

48



Emergency Management Hours

21

Total Inspections Completed

498

Public Outreach

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.6
SUBJECT: Police Department Quarterly Status Report for the period of January 2022 through March 2022

Recommendation for Action: Staff recommends that the City Council accept the Police Department quarterly status report for January 2022 through March 2022.

Staff Contact:

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

Background:

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

Conclusion:

Staff recommends that the City Council accept the Police Department quarterly status report for January 2022 through March 2022.

Prepared by: Trista Kennedy, Executive Assistant

Reviewed by: Derrek Kaff, Chief of Police

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
City Manager

Attachments:

1. 1st Quarter Report 2022

WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

JANUARY - MARCH 2022



PRESENTED BY
CHIEF DERREK KAFF

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

OFFICE OF THE CHIEF

JANUARY - MARCH 2022

PERSONNEL	BUDGETED	FILLED
Sworn	71	67
Non-Sworn (FTE)	18	16
Non-Sworn (PT / Temp.)	8	8
Total	97	91

During the 1st quarter, the Police Department hired four new employees. We welcomed one new Officer, Gerardo Vega and one Records Specialist, Edith Nuno. Crime Prevention Specialist Marisa Ramirez and part-time Crime Prevention Specialist Alexis Olmedo joined the department as well.

TRAINING

The Department completed 1,759 hours of training during the first quarter:

Type of Training	Total Hours	Description
State-mandated Training	743	3 Dept.-wide training (Blood-borne Pathogens; First Aid/CPR/AED; Tactical Range) 1 corporal completed the 2 week POST Supervisory course
Dept.-required Training	592	Includes 136 hrs. of training for supervisors (2 sergeants & 3 corporals)
Train-the-Trainer	168	2 new Field Training Officers - Dept. instructors for Simunitions and Defensive Tactics
Specialty Assignments	72	Training for SWAT, CNT, Drone Team, SRO
Other Training	184	

PATROL BUREAU

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

CRIME CATEGORY	JAN.	FEB.	MAR.	1ST QTR. TOTAL	PREVIOUS QTR. TOTAL	2022 YTD	2021 YTD
Homicide	0	0	0	0	0	0	0
Sex Crimes	10	6	4	20	22	20	2
Robbery	6	0	4	10	15	10	9
Aggravated Assaults	20	20	22	62	59	62	48
Simple Assaults	21	19	19	59	63	59	100
Burglary	12	19	18	49	44	49	69
Larceny/ Thefts	90	95	81	266	258	266	237
Motor Vehicle Theft	15	14	11	40	54	40	61
Arson*	3	1	0	4	2	4	2
TOTAL	177	174	159	510	517	510	528

*Unlawful burning is not captured or reflected above in the Part-1 stats for Arson.

During this quarter, the police department made approximately 727 total adult arrests. Of the 727 arrests, 19% of the persons arrested reported they were transients.

REPORTS

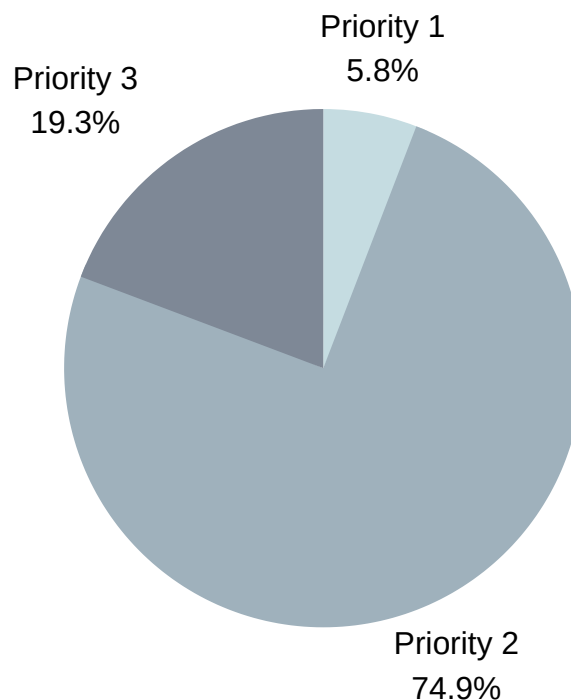
	JAN.	FEB.	MAR.	1ST QTR. TOTAL	PREVIOUS QTR. TOTAL	2022 YTD	2021 YTD
Incident Reports (includes online reports)	598	581	493	1,672	1,664	1,672	1,721
Mail-in Reports (MLRs)	44	30	41	115	124	115	142
TOTAL	642	611	534	1,787	1,788	1,787	1,863

PATROL BUREAU

RESPONSE TIMES

	JAN.	FEB.	MAR.	1ST QTR. AVERAGE	PREVIOUS QTR. AVERAGE	2021 1ST QTR. AVERAGE
Priority 1	07:28	07:56	08:48	8:04	7:28	7:48
Priority 2	12:10	14:06	14:29	13:35	13:13	11:40
Priority 3	19:27	22:20	19:58	20:35	16:41	17:07

1ST QUARTER CALLS FOR SERVICE PRIORITIES



WORK LOAD

CALLS FOR SERVICE	JAN.	FEB.	MAR.	TOTAL	PREVIOUS QTR. AVERAGE	2021 1ST QTR. AVERAGE
Priority 1	71	80	88	239	248	188
Priority 2	973	1,007	1,081	3,061	3,237	3,081
Priority 3	286	265	235	786	788	810
All other calls for service	4,502	4,413	4,947	13,862	12,940	13,403
TOTAL	5,832	5,765	6,351	17,948	17,213	17,482

PATROL BUREAU



INVESTIGATIONS BUREAU

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



INVESTIGATIONS BUREAU

290 REGISTRANT ACTIVITY

	JAN.	FEB.	MAR.
TOTAL REGISTRANTS	150	150	149
Total transient registrants	27	24	24
290 PC violation warrants issued	0	0	0
Not in compliance with annual update	1	1	1

290 REGISTRANTS



PROPERTY AND EVIDENCE

	JAN. - DEC. 2022	PREVIOUS QTR. TOTAL
Evidence Processed	984	1,373
*Items Purged	1,191	1,215
Property for Safekeeping	105	221
Found Property	57	158
Property Returned to Owner	126	68

INVESTIGATIONS BUREAU

GANG TASK FORCE

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

A seventeen-year-old male was arrested and booked into Juvenile Hall for robbery and assault with a deadly weapon. This arrest was based on an incident in which the victim was robbed and beaten outside of a local business. The juvenile suspect entered a plea deal for battery causing serious bodily injury.

In another case, a sixteen-year-old male and a seventeen-year-old male were arrested and booked into Juvenile Hall for several charges including robbery and battery causing serious bodily injury. Several search warrants were written for cell phone and social media accounts. Based on evidence collected, it was determined the juveniles were also responsible for a carjacking that occurred at UC Davis the same day as the Woodland robbery. GTF has been working closely with UC Davis Police Department Detectives on their case and the suspect's will be arrested once the investigation is completed.

An adult suspect was arrested for an attempted murder case that occurred in 2021. The suspect had several warrants and had eluded police and detectives for several months. In addition, Grand Jury proceeding were conducted at the Police Department for the Alvaro Gamera homicide. Members of GTF testified in the matter and assisted with the process. The two adult suspects were indicted on all counts and a third suspect was already facing homicide charges in a Sacramento county case. GTF members have also been assisting Sacramento County Investigators and Sacramento DA in that matter.

GTF served several residential search warrants. Among them, a search warrant for narcotics was served at a Woodland residence. Heroin, fentanyl and prescription pills (Percocet) were located along with over \$4000 in cash and gang indicia. An adult female was arrested and booked for drug sales. A search warrant was served in Sacramento concerning a robbery and assault with a deadly weapon case that occurred at a local business. An adult male was arrested and booked for robbery and other charges.

COMMUNITY RELATIONS BUREAU

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

YOUTH GANG REDUCTION, INTERVENTION & PREVENTION (YGRIP)

The YGRIP Steering Committee met on February 3, 2022 via Zoom. YGRIP staff has been working with the Police Chief and City Manager on planning a revision to the YGRIP Steering Committee, Operational Team and overall city approach to reducing gang violence. YGRIP meetings are now occurring quarterly. At the February 3rd meeting the Deputy Chief was appointed to lead the Operational Team. The Operational Team will meet on May 5 via Zoom. At this meeting, the Operational Team will restructure referral procedures and conduct an inventory of available services throughout Yolo County, which will benefit the overall YGRIP mission.

TRAFFIC UNIT

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

The Traffic Unit had the following activity for the 1st quarter of 2022:

	JAN. - MAR. 2022	PREVIOUS QTR. TOTAL
Traffic Collisions Investigated by Unit	15	29
Traffic enforcement citations issued	644	310
Parking citations issued	504	481
Abandoned vehicle complaints	325	260
Abandoned vehicles towed	19	38

During the 1st Quarter, the Woodland Police Department Traffic Unit conducted the following OTS Grant Traffic Enforcement Details:

- Two Primary Collision Factor enforcement details
- Two DUI saturation details

COMMUNITY RELATIONS BUREAU

MAJOR COLLISION INVESTIGATIONS:

- January 30th, 2021 Single Vehicle roll over Traffic Collision with injuries
- March 19th, 2022 Single vehicle fatal collision

SPECIAL EVENTS:

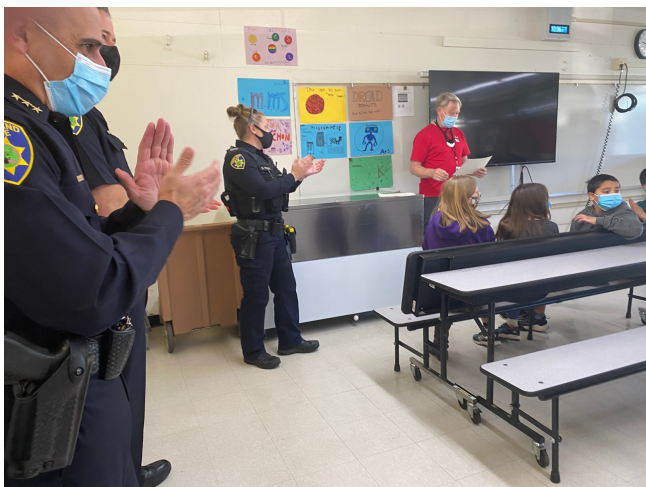
On February 1st 2022 the traffic motor unit assisted with the Funeral of Elk Grove Police Traffic Motor Officer Ty Lenehan.

On February 27, 2022 the traffic motor unit assisted the Yolo County Sheriff's Office with the Yolo County Almond Festival.

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

The Woodland Police Department instructors are working closely with the Woodland Joint Unified School District and are implementing the GREAT Program to all 4th grade and 7th grade students for this 2021-2022 school year.

The second half of all 4th graders, as well as the 7th graders of Lee Middle School have started the GREAT program during the first quarter of 2022.



COMMUNITY RELATIONS BUREAU

SCHOOL RESOURCE OFFICERS (SRO)

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

During the first quarter of 2022, the SRO's taught over 64 GREAT classes to 4th and 7th graders. The SRO's continue to investigate incidents involving social media and students. These investigations are time consuming; require a close working relationship with school staff, trust from the students, and teamwork between the SRO's. SRO's also spend a great deal of time addressing bullying issues.

The SRO's started planning the summer PAL program and aim to include approximately 80 youth in the program.

The SROs had the following activity for the 1st quarter of 2022:

	JAN.	FEB.	MAR.	TOTAL
Fighting	18	14	12	44
Administrative Assistance	61	117	79	257
Home Visits	11	15	14	40
GREAT Presentations	18	11	35	64
Overall Total	108	157	140	405

VOLUNTEERS IN POLICING PROGRAM

The Department ViP program consists of 37 Volunteers and 7 Chaplains. The VIPs and Chaplains contributed 356.75 hours for the 1st quarter for 2022. The total number of volunteer hours for 2022 are 356.75. The total hours for this quarter are:

VIP HOURS	JAN.	FEB.	MAR.	TOTAL
Chaplains	7	19	24	50
Volunteers	97	62	147.75	306.75

COMMUNITY RELATIONS BUREAU

The Woodland Police Department Volunteers assisted with graffiti abatement, purging, and filing in Records, mailing out alarm permits, area patrols, blight abatement, and abandoned vehicle abatement. We resumed with our Monthly ViP meetings in March. The Chaplains are continuing their very important duties of being a critical support for our officers and the members of our community.

UNIDOS

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

UNIDOS has continued to build its followers on the UNIDOS – Woodland PD en Español page. We have reached over 300 followers. The UNIDOS page has posted upcoming events it is involved in and it serves to provide information that affect the quality of life for our residents.

As the pandemic requirements eased, UNIDOS was invited to participate in a couple of events:

- March 30th – Community Safety Conversations at Yolano/Donnelly
- March 31st – Cesar Chavez Celebration at Heritage Plaza

The events were a success. We are looking forward to all the upcoming events in the 2nd quarter.

EXPLORERS

The Explorer program was not active until the end of February due to COVID restrictions. Since the restrictions lifted we have met as a group for our monthly trainings two times as of April 8th. However, we plan to continue our trainings on a bi-weekly basis and have been receiving more interest through our on-line interest forms for recruiting purposes. We are also actively recruiting at the High Schools.

Upon meeting as a group several Explorers shared stories on how the de-escalation training we had done as a group helped them in real world environments. Both Explorers had been at work and were able to diffuse stressful and dynamic situations with positive results. They further mentioned they were trained far better than other employees.

COMMUNITY RELATIONS BUREAU

During the meetings, the Explorers were put in leadership roles and were able to guide their peers through training and did an excellent job. It was apparent their communication skills have vastly improved. The Explorers learned basic patrol functions and policy regarding the use of spike-strips used to enable vehicles during pursuits and they had the ability to see it used. The Explorers also learned how to complete basic parking enforcement procedures and forms to assist officers when they begin patrol ride alongs in the near future.

HOMELESS OUTREACH STREET TEAM

In January, the shelter was not accepting new clients because of positive COVID cases. HOST continued to interact with the people experiencing homelessness during this time. When the shelter began accepting clients again, HOST coordinated with those seeking services to get them spots at the shelter.

HOST continued to visit Ralph Harris Park along with the assistance of patrol. During nighttime and early morning patrols, there was a significant decrease in camping. Citations were written when violations of the law were occurring.

HOST participated in the Point in Time Count during this quarter. They assisted in making contact with people experiencing homeless and surveyed them in regards to their time and reasons for being homeless.

HOST coordinated with City and County staff to clean up along the River Road. There was 36,820 pounds of trash collected and taken to the dump. Three people experiencing homelessness that were still present on the day of clean up were offered services. One person was found to have a warrant and arrested.

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

	JAN. - MAR. 2022	PREVIOUS QTR. TOTAL
Contacts	889	829
Camps	271	251
Camps cleaned	128	120
Services offered/accepted	337 / 52	321 / 54
Business contacts	96	70
Arrests	44	33
Downtown Patrols	195	142

COMMUNITY RELATIONS BUREAU

RECORDS DIVISION

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

	JAN. - MAR. 2022	PREVIOUS QTR. TOTAL
Reports processed	2,644	685
Citations entered	1,657	1,151
Traffic collisions	138	158
Warrants	684	429

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



On March 25, 2022, Officer Nava was recognized by American Legion Post 77 for being the 2021 Woodland Police Department Officer of the Year. Post 77 has held this annual ceremony honoring Law Enforcement officers from Yolo County for over 40 years. Officer Nava was nominated as Officer of the Year by his fellow officers. Individuals who receive the award must demonstrate the highest ethical and professional standards. As a motor officer, he led the department in proactive contacts, was the lead investigator in several major collisions, and regularly helped patrol with high-priority calls.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.7
SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with the Parkside 3 Subdivision Improvements

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #1 for construction management and inspection with UNICO Engineering Consultants (UNICO), in the amount of \$80,000 for the Parkside 3 Subdivision Improvements and authorize the City Manager to execute the agreement.

Staff Contact:

Miguel Chavez, Construction Project Manager – (530) 661-5952, miguel.chavez@cityofwoodland.org

Fiscal Impact:

Construction management and inspection of the Parkside 3 Subdivision Improvements are funded by fees paid by the developer into a specific deposit account for this purpose.

The original contract for Parkside 3 was approved on March 17, 2021, for \$206,000.00. Amendment 1 is for \$80,000. If approved, the current amendment will bring the total construction management cost to \$286,000.

There is no impact to the General Fund.

Background:

On September 1st, 2020, the City Council approved the Parkside 3 Tentative Subdivision Map No. 5155. Construction of the Parkside 3 Subdivision Improvements began in March 2021. This project has been under construction for 14 months.

Contracts for the Construction Management and Inspection of these improvements were executed with UNICO based on review of the City's short list of approved firms for this work and the experience of each providing similar services. UNICO was deemed the most qualified to provide these services for the City.

Discussion:

The construction of this Subdivision project includes improvements that will be city-owned once completed. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute the consultant agreement amendment will allow for the continuation in providing these construction services.

Consultant contracts for Construction Management and Inspection are based on the amount of time spent on the project. The initial consultant contracts were executed based upon the schedule for completion provided by the developer at the time of contract execution. This project is past its originally scheduled completion date. As work continues past the original completion date, the time required for inspection also continues past the original completion and thus requires additional payment.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #1 for construction management and inspection with UNICO Engineering Consultants (UNICO), in the amount of

\$80,000 for the Parkside 3 Subdivision Improvements and authorize the City Manager to execute the agreement.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

Reviewed by: Katie Wurzel, Principal Civil Engineer
Brent Meyer, Community Development Director / City Engineer

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

Ken Hiatt
City Manager

Attachments:

1. Resolution for CM and Inspection UNICO Amendment #1 220517

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN
AMENDMENT WITH UNICO ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR PARKSIDE 3 SUBDIVISION
IMPROVEMENTS**

WHEREAS, On September 1st, 2020, City Council approved the Parkside 3 Tentative Subdivision Map No. 5155; and

WHEREAS, the Parkside 3 Subdivision Improvement project and associated improvements have been in construction since March 2021; and

WHEREAS, the original contract with UNICO Engineering Consultants(UNICO) was for \$206,000 and Amendment #1 is for \$80,000 for a contract total of \$286,000; and

WHEREAS, the City desires to continue to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

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

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

Section 1. The City Council hereby approves the consultant services amendment with UNICO Engineering Consultants Inc. and authorizes and directs the City Manager to execute the Amendment in the amount of \$80,000 for the Parkside 3 Subdivision Improvements, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Amendment does not change.

Section 2. An executed copy of the Amendment 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 17th day of May, 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: May 17, 2022
ITEM #: F.8
SUBJECT: Fiscal Year 2021/2022 Library Trust Fund Appropriation Increase

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing an increase to the Library Trust Fund (fund 917) appropriations from \$38,500 to \$97,465, a total increase of \$58,965 in support of additional grant funded program costs.

Staff Contact:

Greta Galindo, Library Director, 530-661-5984 greta.galindo@cityofwoodland.org

Fiscal Impact:

The \$58,965 total increase to the Library Trust Fund Budget is due to two new Library programs.

1. The Woodland Public Library (WPL) was awarded \$19,965 in federal Library Services and Technology Act (LSTA) funds for a new "Memory Lab" project in Square One. Patrons will be able to digitize paper-based documents, photographs, VHD/VHS-C cassette tapes, audio cassettes, and migrate data from DVDs, CDs, Zip disks, and 3.5" floppy disks. WPL's Memory Lab will be a hub for various community groups in Woodland, connecting with California's established Memory Labs to create a statewide Memory Lab Network and become part of the national Memory Lab Network.
2. The Woodland Public Library and Yolo Office of Education (YCOE) have partnered to offer Entrepreneurship classes in Square One. A 3-year MOU between the organizations includes funding from YCOE (\$39,000) for staffing and equipment to host the classes in Square One, taught by a credentialed YCOE teacher.

Discussion:

The City Council approved the Fiscal Year 2021/2022 Library Trust Fund Budget of \$38,500 based on the estimates for library program funding that is supported by the Library Trust Fund. WPL received additional funding through LSTA grants and the partnership with YCOE that was not anticipated when developing the Fiscal Year 2021/2022 Library Trust Fund Budget.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing an increase to the Library Trust Fund (fund 917) appropriations from \$38,500 to \$97,465, a total increase of \$58,965 in support of additional grant funded program costs.

Prepared by: Greta Galindo, Library Director

Reviewed by: Evis Morales, Finance Officer

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN INCREASE TO THE FISCAL YEAR 2021/2022 LIBRARY TRUST
FUND BUDGET**

WHEREAS, the City of Woodland staff wishes to increase the Fiscal Year 2021/2022 Library Trust Fund Budget appropriation from \$38,500 to \$97,465; and

WHEREAS, the additional appropriations use funding awarded from a LSTA grant (\$19,965) and through an MOU with the Yolo County Office of Education (\$39,000);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND hereby approves an increase to the Library Trust Fund (fund 917) appropriations from \$38,500 to \$97,465, a total increase of \$58,965 in support of additional grant funded program costs.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of May, 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: May 17, 2022
ITEM #: F.9
SUBJECT: 2022 Road Maintenance Project, CIP 22-06; Approve Plans and Specifications, Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2022 Road Maintenance Project, CIP 22-06 and authorizing bid advertisement.

Staff Contact:

Justin Lau, Junior Engineer, (530) 661-5960, Justin.lau@cityofwoodland.org

Fiscal Impact:

The project is identified in the current Capital Budget as CIP 22-06 with a project budget of \$1,125,000. The project funding is comprised of \$1,100,000 in Measure F funding, and \$25,000 in Water Enterprise Funds to fund improvements associated with water utility conflicts. This project funding is consistent with the current approved Capital Budget and the Measure F Spending Plans.

The engineer's estimated cost of construction for the base bid is \$760,000. The difference between the total project budget and the engineers' estimate is the amount budgeted for design, construction management, inspection and construction contingency. The project will be bid with one additive alternative (Add Alt A) to provide the flexibility to award as much work as possible while ensuring the project does not exceed the approved funding. The engineer's estimate for Add Alt A is \$100,000.

Background:

In November 2016, Woodland voters approved Measure F, which extended the ½ cent sales supplemental sales tax. The 12-year approval of Measure F, a General Tax, includes funding for general city services such as street maintenance.

Staff maintains a pavement management program that tracks pavement conditions and aims to address pavement maintenance on local streets with the Measure F funds.

Discussion:

Pavement maintenance is significantly different than pavement rehabilitation or reconstruction which repairs failed roadways. The goal of pavement maintenance is to prevent reactive road repair by proactively preserving and maintaining pavements in fair condition which have not yet deteriorated to the point of needing rehabilitation.

To increase cost efficiency and minimize public inconvenience, pavement maintenance for local/residential streets has been completed in discrete 'zones' of the city. Geographically bounding projects reduces the cost for construction and traffic control; it also increases the effectiveness of management and inspection. Over the past 14 years, the city has completed pavement maintenance projects in all of the 14 designated zones. With road maintenance having been completed on local roads in all 14 designated zones, staff has shifted its focus to collector streets in need of preventative maintenance services for the 2022 Road Maintenance Project.

The current project scope is to provide pavement maintenance (pavement grind & overlay) on the following corridors:

Base Bid

- Cottonwood Street (W. Main Street to W. Beamer Street)
- North Street (Fourth Street to East Street)

Add Alt A

- North Street & Fourth Street Intersection

The streets identified for treatment above were chosen because they are at an age and condition prime for pavement surface work to preserve their condition and extend their useful life. Pavements should be resurfaced within the first 5-7 years after construction and every 7-10 years thereafter, to prevent age related cracking that can progress into premature asphalt failures.

Upon Council authorization, project bids will be solicited and staff anticipates returning to Council for contract award in June 2022 for a construction start date in July 2022.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2022 Road Maintenance Project, CIP 22-06 and authorizing bid advertisement.

Prepared by: Justin Lau, Junior Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Project Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE PLANS AND SPECIFICATIONS FOR THE 2022 ROAD MAINTENANCE PROJECT,
CIP 22-06; AND AUTHORIZING BID ADVERTISEMENT**

WHEREAS, the City of Woodland has \$1,125,000 of Measure F and Water Enterprise funds identified in the Capital Budget to maintain and extend the life of Woodland's street network, referred to as the 2022 Road Maintenance Project, CIP 22-06 (the "Project"); and

WHEREAS, the funding is consistent with the Capital Budget and the Measure F Spending Plans; and

WHEREAS, the Federal Highway Administration and Department of Justice published a directive that surfacing projects awarded after July 1, 2014 that improve the roadway structure must improve ADA ramps within the project limits; and

WHEREAS, the City Council desires to expend the funds and to construct the Project improvements; and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is considered exempt under the Existing Facilities exemption, CEQA Guideline 15301(c).

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

Section 1. The City Council hereby approves the plans and specifications for the 2022 Road Maintenance Project, CIP 22-06, which are available on file with the City Clerk.

Section 2. The City Council authorizes City staff to advertise the 2022 Road Maintenance Project, CIP 22-06 for bids, with construction anticipated to begin in July 2022.

Section 3. The City Council finds that the Project is exempt from CEQA pursuant to CEQA Guideline 15301(c).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

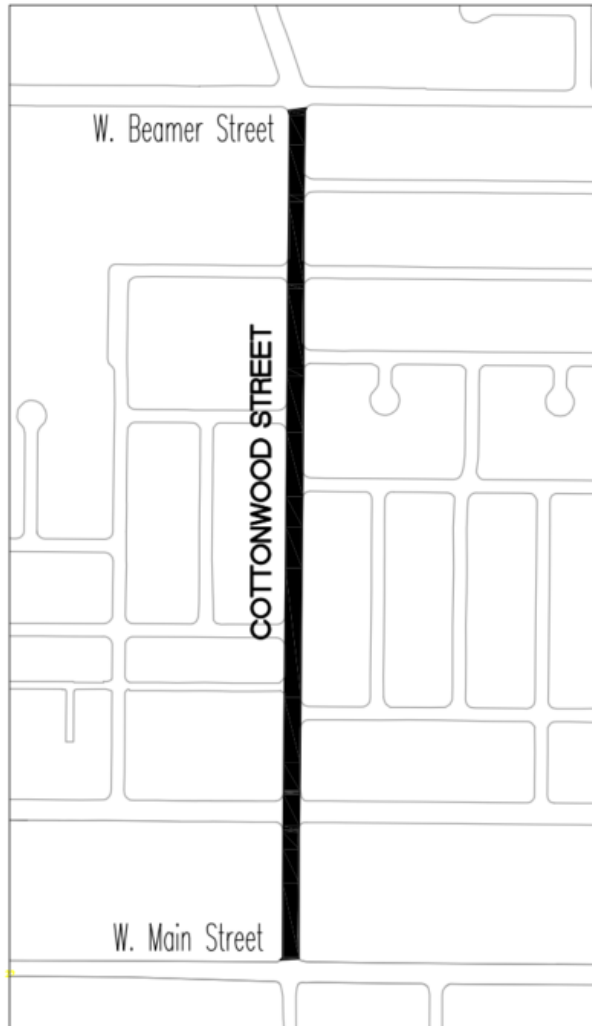
ATTEST:

Ana B. Gonzalez, City Clerk



CITY OF WOODLAND

2022 ROAD MAINTENANCE PROJECT, CIP#22-06



PROJECT MAP

— PROJECT LOCATIONS





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.10
SUBJECT: Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06;
Approve Contract Amendment No. 2 with Mead & Hunt for Professional
Engineering, Environmental and Permitting Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment No. 2 to the professional services agreement with Mead & Hunt for the Yolo Bypass West Levee Culvert Replacement Project, also known as the Storm Drainage Outfall Channel Culvert Structure Project, for an additional amount up to \$49,592.

Staff Contact:

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

Fiscal Impact:

The Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, is included in the Capital Improvement Program which was approved by Council on June 15, 2021. Approved funding for CIP 20-06 is \$3,985,000 which consists of \$2,560,000 of American Rescue Plan Act funds, \$300,000 of Storm Drain Development Funds, \$200,000 of Sewer Enterprise Funds and \$925,000 as a contribution from Yolo County to cover costs for design, permitting, the awarded construction contract, environmental services, and construction management and inspection. At the end of the project, the final project costs will be shared at a 74% City and 26% County allocation.

Mead & Hunt (M&H) has been involved in the project design work since 2019, including work in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Approval of amendment #2 for CIP# 20-06 will bring the total not-to-exceed cost for Project design, permitting and engineering services through construction up to \$457,020 from the previous contract amount of \$407,428. The amendment covers Mead & Hunt services through construction according to the attached scope of work.

There is no impact to the General Fund.

Background:

The City's entire storm drainage system outlets to the Yolo Bypass through the Outfall Channel and culverts through the Yolo Bypass West Levee (YBWL). The existing culverts were constructed around 1971 and do not meet current engineering standards for pipe penetrations through levees that protect urban areas. Additionally, storm drainage flows have increased since 1971 due to development within the City and an updated understanding of regional hydrology shows that additional capacity is needed through the culverts crossing the YBWL. Lastly, the existing culverts have corroded and thus need to be replaced.

Multiple permits are being acquired from the various agencies that authorize construction activities on Federal Flood Control Project levees or review construction projects for their effects on the environment. Amendment #2 with M&H includes the scope of work necessary to conform the Project's design to the various permit conditions required as a result of CEQA and NEPA compliance.

Discussion:

The Project generally includes excavation of the YBWL and removal of the three 48-inch diameter metal

Outfall Culverts and installation of four new 6 foot by 6 foot concrete box culverts. The work includes significant dewatering and environmental mitigation because the existing culverts are several feet underwater on both sides of the YBWL. Permitting work was expected to take more than one year with permits required from several federal and state agencies including, among others, the United States Army Corps of Engineers, the Central Valley Flood Protection Board, the Regional Water Quality Control Board, and California Department of Fish and Wildlife. In order to comply with conditions now stipulated in the required permits, additional funding for M&H is required to complete the Project's permitting, environmental compliance, and conformed improvement plans as well as to provide engineering support services through construction as detailed in the attached scope of work from M&H.

The City advertised a Request for Qualifications for On-Call Engineering Services in April of 2019 and received sixteen submittals. On June 5, 2019, the City selected nine of the firms to be on the City's on-call engineering services list. City staff elected to use M&H from the approved list of firms for the YBWL Culvert Replacement Project due to their experience in the design and permitting of levee projects.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment No. 2 to the professional services agreement with Mead & Hunt for the Yolo Bypass West Levee Culvert Replacement Project, also known as the Storm Drainage Outfall Channel Culvert Structure Project, for an additional amount up to \$49,592.

Prepared by: Mark Miller, Associate Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Mead & Hunt Amendment No. 2

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A PROFESSIONAL SERVICES AMENDMENT FOR THE YOLO
BYPASS WEST LEVEE CULVERT REPLACEMENT PROJECT, CIP 20-06**

WHEREAS, the City Council approved Resolution 7374 on November 19, 2019 to execute a professional services agreement for preliminary design services with Mead & Hunt (M&H) for the Yolo Bypass West Levee Culvert Replacement Project, which is also known as the Storm Drainage Outfall Channel Outlet Structure Project (the “Project”); and

WHEREAS, the City Council approved Resolution 7570 on October 6, 2020 to execute amendment #1 to the professional services agreement for design services with M&H for the Project; and

WHEREAS, M&H has completed the preliminary design, permitting and environmental services for the Project; and

WHEREAS, the City of Woodland wishes to enter into a second professional services amendment with M&H for permitting and engineering support services through construction; and

WHEREAS, the professional services amendment #2 with M&H authorizes an additional contract amount of up to \$49,592 to cover final permitting and construction support scopes of work. The current contract amount is \$407,428 and with this amendment the new contract amount is \$457,020; and

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

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

Section 1. The City Council hereby approves the amendment between the City and Mead & Hunt in the amount of \$49,592 for a total contract amount of \$457,020. The City Manager is hereby authorized and directed to execute the amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change.

Section 2. Copies of the professional services amendment #2 for permitting and engineering support 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 17th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Scope of Work for Yolo Bypass West Levee Culvert Replacement **Amendment 2**

April 18, 2022

PROJECT NUMBER R2333600-192926.01



Background

Project Name: Yolo Bypass West Levee Culvert Replacement Project
Project Location: Woodland, California
Project Description: The City of Woodland's (City) Yolo Bypass West Levee Culvert Replacement Project (Project) consists of the design and construction of new levee culverts to replace the existing culverts which convey drainage from the City to the Yolo Bypass. The culverts are the primary drainage outlet for the City, and the existing culverts are beyond their useful service life. The failure of the culverts could adversely affect the integrity of the Yolo Bypass levee system. The replacement drainage culverts, and closure structures will be designed in accordance with the current United States Army Corps of Engineers (USACE), Central Valley Flood Protection Board (CVFPB), and Urban Levee Design Criteria guidance for levee penetrations.

Mead & Hunt, Inc.'s (Mead & Hunt's) work will involve project management, preliminary and final design. Services also include geotechnical investigations and reporting (not completed), topographic surveying (completed), environmental studies (completed), permitting services (on-going), preparation of design reports, plans, specifications, construction cost estimates, and quality control of all work products (completed).

Organization: Mead & Hunt is responsible for the performance of services provided under this Scope. We have assembled an engineering team including Blackburn Consulting (Blackburn), who will provide geotechnical services; Sycamore Environmental Consultants, Inc. (Sycamore), who assist with environmental studies and permitting; InContext Cultural Resources Solutions (InContext), who assist with cultural studies; and UNICO Engineering (UNICO), who provided topographic surveying (completed) during the preliminary design phase. Mead & Hunt is the prime consultant, responsible for the project's civil design aspects, overall project management and coordination, and Quality Assurance.

Scope of Work

Final design, bidding, and environmental reviews are complete. This amendment includes a detailed scope of work and budget for Tasks 1 (Project Management); 5 (Permitting); 7 (Bidding and Award Support limited to prepare Conformed Documents); and 8 (Construction Support).

After receipt of authorization to proceed, Mead & Hunt shall:

1. Project Management

1.1 Progress Review Meetings

We will conduct periodic progress meetings (up to 2) to coordinate the project construction

activities with the City. We will prepare agendas, meeting minutes, and an action item summary and distribute to the City and design team following each meeting.

1.2 Monthly Progress Reporting

Mead & Hunt will prepare monthly summary of services reports to document project activities in the previous month and will be submitted with the monthly invoice.

2. Preliminary 60% Design Services

The 65% submittal of the drawings and cost estimate have been prepared by Mead & Hunt in accordance with the contracted Scope of Services. No additional budget or change in scope is being requested for this task under this amendment.

3. Preliminary Permitting and Environmental Services

The Preliminary Permitting and Environmental Services tasks have been completed in accordance with the contracted Scope of Services. No additional budget or change in scope is being requested for this task under this amendment.

4. Environmental Review

The Environmental Review services tasks have been completed in accordance with the contracted Scope of Services. No additional budget or change in scope is being requested for this task under this amendment.

5. Permitting

Mead & Hunt has identified the following permits and/or approvals that may be required to complete the Project.

5.1 USACE Nationwide (Clean Water Act, Section 404)

Mead & Hunt will continue to provide support services to coordinate with the CVFPB and respond to information requests from the USACE regarding the processing of the Section 404 CWA Nationwide Permit (NWP) Pre-construction Notice (PCN) application.

5.4 CVFPB Encroachment Permit (California Code of Regulations, Title 23) and USACE Section 408 Permission (Rivers and Harbors Act, Section 408)

Mead & Hunt will continue to provide support services to coordinate with the CVFPB on processing of the encroachment permit application package and additional information requests necessary to obtain the CVFPB Encroachment Permit and USACE Section 408 Permission.

6. Final Design

The Final Design submittal of the drawings and cost estimate have been prepared by Mead &

Hunt in accordance with the contracted Scope of Services. No additional budget or change in scope is being requested for this task under this amendment.

7. Project Bidding and Award Support

The Project Bidding and Award Support services have been performed by Mead & Hunt in accordance with the contracted Scope of Services, except for preparation of the Conformed/Issued for Construction documents. Additional budget is being requested for this task to cover preparation of the conformed plans and specifications under this amendment.

8. Construction Support

Mead & Hunt will provide engineering construction support activities during Project construction, administered by the City, including periodic site visits to oversee construction progress in accordance with the design intent, responses to requests for information, review and responses to submittals, preparation of design changes, and preparation of record documents/project close-out.

8.1 Site Visits

Mead & Hunt will make periodic site visits to oversee construction progress, including a final site visit upon Project completion to assist with preparation of a contractor punch list. Budget assumes a total of 3 site visits.

8.2 Submittal Reviews

Mead & Hunt will assist the City with review and responses to contractor submittals. Budget assumes review of 15 submittals, including limited re-submittals.

8.3 Responses to RFIs and Preparation of Design Changes

Mead & Hunt will assist the City with review and responses to contractor requests for information. Budget assumes review of 10 RFIs. This task also includes an allowance for preparation of 1 design change modification, if necessary.

8.4 Preparation of Record Documents

Mead & Hunt will prepare the record drawings and technical specifications based on the as-built information provided by the contractor and City.

8.5 Construction Close-Out Support

Mead & Hunt will provide assist the City with construction close-out activities, as requested.

Deliverables

- Written responses to contractor submittals
- Written responses to contractor RFIs

- Design drawing(s) and narrative for contract design changes, if necessary
- Record documents - Electronic (PDF) copy

Assumptions

The following assumptions were made in the development of this scope of work:

- All PDF documents will be provided in searchable file formats.
- Progress Review meetings will be at Mead & Hunt office or via Microsoft Teams.
- Attendance at weekly contractor construction progress meetings is not included.
- This scope of work does not include quality assurance testing or special inspections during construction, which will be performed by others.
- This scope does not include quantity verifications for verification of contractor pay requests.
- This scope does not include agency notifications, reporting, surveys, or biological monitoring for compliance with permit conditions.
- Contractor's submittals are properly packaged to include the relevant data for completion of reviews, with no more than 1 resubmittal for response to comments provided.

City of Woodland Responsibilities

Our scope of work and schedule is based on the City performing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Project Schedule

The schedule was developed based upon current schedule to complete construction in 2022.

Major Milestones:

- April 2022 – Construction Contract Award
- July 2022 – Contractor Mobilization
- November 2022 – Construction Complete and Contractor Demobilization
- December 2022 – Construction Closeout Support

Budget Estimate

A budget summary for Final Design Services is enclosed as **Attachment A**. The effort expended for each task will vary, depending upon the project requirements. However, the total budget expended will not be exceeded without prior written approval from the City. Total compensation for the Services Scope is estimated to be Forty-Nine Thousand, Five-Hundred and Ninety-Two Dollars (\$49,592.00).

Attachment A. Budget Summary

Yolo Bypass West Levee Culvert Replacement Project
City Agreement CM# 001021, Amendment No. 2
Mead & Hunt, Inc.
April 18, 2022

Task	Sub-Task Amount	Task Total
1.0 Project Management		\$ 4,890
1.1 Progress Review Meetings (2 meetings)	\$ 2,640	
1.2 Monthly Progress Reporting (9 months, April '22 to December '22)	\$ 2,250	
5.0 Permitting		\$ 12,148
5.1 Section 404 USACE Nationwide Permit	\$ 4,764	
5.4 CVFPB Encroachment Permit and USACE Section 408	\$ 7,384	
7.0 Project Bidding and Award Support		\$ 2,040
7.5 Prepare Conformed Documents	\$ 2,040	
8.0 Construction Support		\$ 30,514
8.1 Site Visits	\$ 3,281	
8.2 Submittal Reviews (up to 15)	\$ 12,213	
8.3 Responses to RFIs (10), and Preparation of Design Changes (1)	\$ 7,728	
8.4 Preparation of Record Documents	\$ 5,168	
8.5 Construction Close-out Support	\$ 2,124	
Total Contract Amount		\$ 49,592



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.11
SUBJECT: Agreement for Countywide Homeless Coordination Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a new five-year Homeless Coordination Project Agreement for the period of July 1, 2021 – June 30, 2026 (Fiscal Years 2022 - 2026) and authorizing the City Manager to execute any and all agreements necessary for the City to implement the project.

Staff Contact:

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

Fiscal Impact:

There is no impact to the General Fund as City participation in the Homeless Coordination Project will be funded through the Housing Assistance Fund (326) at an annual cost of \$20,000.

Background:

The City has partnered with the other cities in Yolo County and the County since 1988 to support the countywide Homeless Coordination Project. The project helps fund a Homeless Coordination position within the Yolo County Health and Human Services Agency to provide coordination of the countywide homeless system and supports the operation of the Yolo Wayfarer Center's emergency shelter during the four-month cold weather season. Yolo County administers the Homeless Coordination Project for the county and cities.

Discussion:

The annual cost of the Homeless Coordination Project is \$73,300 and will be funded by Yolo County, \$23,300; Woodland and West Sacramento, \$20,000 each; and Davis, \$10,000. Davis is not contributing to the Yolo Wayfarer Center's emergency shelter since a shelter is located in the city. The Agreement for the project begins on July 1, 2021 and extends through June 30, 2026. The Project supports the Yolo Wayfarer Center's emergency shelter during the four-month cold weather season.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving a new five-year Homeless Coordination Project Agreement for the period of July 1, 2021 – June 30, 2026 (Fiscal Years 2022 - 2026) and authorizing the City Manager to execute any and all agreements necessary for the City to implement the project.

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. May 10, 2022 CC Reso
2. Homeless Coordination Agreement

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT FOR THE HOMELESS COORDINATION PROJECT
FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2026**

WHEREAS, the City of Woodland has participated in the countywide Homeless Coordination Project with other cities in Yolo County and the County since 1988;

WHEREAS, the Project helps fund a Homeless Coordination position within the Yolo County Health and Human Services Agency to provide coordination of the countywide homeless system and supports the operation of the Yolo Wayfarer Center's emergency shelter during the four-month cold weather season; and

WHEREAS, Yolo County administers the Homeless Coordination Project for the county and cities and the current agreement for the Project expired last year.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves a five-year Homeless Coordination Project Agreement for the period of July 1, 2021 – June 30, 2026 (Fiscal Years 2022 – 2026) to continue the countywide Homeless Coordination Project and authorizes the City Manager to execute any and all agreements necessary for the City to implement the Project.

PASSED AND ADOPTED by the City Council this 10th day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

AGREEMENT No. _____
(Agreement for the Homeless Coordination Project)

This Agreement ("Agreement") is made and entered into this ____ day of _____ 2022, by and between the County of Yolo, a political subdivision of the State of California, ("County"), and the City of Davis, City of West Sacramento, City of Winters, and City of Woodland, each of which is a municipal corporation, ("City" or "Cities"), jointly referred to as "the Parties" herein and who agree as stated below.

WHEREAS, County and Cities have collaborated on the Homeless Coordination Project (Project) pursuant to Yolo County Agreement No. 88-36 begun on February 15, 1988; and

WHEREAS, the Project was continued from time to time via various extensions and now the Parties desire to again continue this Project; and

WHEREAS, this Project funds four months of cold weather shelter services each year for Yolo County residents who are low-income and/or experiencing homelessness; and

WHEREAS, funding for the Project includes a Homeless Coordinator position within the Yolo County Health and Human Services Agency (HHSA) to provide coordination of the countywide homeless system; and

WHEREAS, County and Cities desire to continue to contribute funds to local agencies for cold weather shelter services, increase efficiency with which grant funds are obtained and managed by these agencies, and develop and maintain the resources necessary for these agencies to fulfill their mission.

NOW, THEREFORE, the Parties agree as follows

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions upon which the Parties will contribute funds in support of cold weather shelter services as well as a Homeless Coordinator position within HHSA.

II. TERM

The term of the Agreement shall be **July 1, 2021 to June 30, 2026**. This Agreement may be extended upon mutual agreement of the Parties.

III. FUNDING

For the term of this Agreement, each City agrees to provide County with the amount of funding as outlined in Exhibit A.

IV. PAYMENT

Each City shall pay to County the sums set forth in Exhibit A within 30 days of execution of this Agreement for the initial fiscal year, and by December 31st of each subsequent fiscal year. Any unexpended funds shall be returned to the Cities according to the Cost Shares set forth in Exhibit A no later than November 30th of the following fiscal year. [e.g. unexpended funds for fiscal year 2022-23 (July 1, 2022 through June 30, 2023) shall be returned by November 30, 2023.) Should the County terminate this Agreement before the end of a fiscal year, the County shall return a pro-rated share of the costs to Cities within 45 days of termination.

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Payment to HHSA shall be remitted to:

County of Yolo
Attn: Accounts Receivable
137 North Cottonwood Street, Suite 2400
Woodland, CA 95695

If needed, payment shall be returned to:

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

City of Davis
Attn: Finance Department
23 Russell Boulevard
Davis, CA 95616

City of West Sacramento
Attn: Economic Development and Housing
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

V. LICENSURE

The Parties shall secure and maintain throughout the term of this MOU all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform the services required in this Agreement. County shall ensure that any contractor(s) that receive funding or performs the requirements pursuant to this Agreement, also secures and maintain all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform any services contemplated by this Agreement.

VI. INDEMNIFICATION

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

VII. RECORDS

County shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each City at any reasonable time during the performance of this Agreement and for a period of three (3) years from and after the date of final payment under this Agreement.

VIII. STATUS OF PARTIES

It is understood and agreed by all the Parties that each is an independent agency or contractor and that no relationship of employer-employee exists between any of the Parties hereto. No party or

its assigned personnel shall be entitled to any benefits payable to employees of any other party. It is further understood and agreed that no party or its assigned personnel shall have any right to act on behalf of any other party in any capacity whatsoever to bind any other party to any obligation whatsoever. Both Parties are responsible for their own expenses related to this Agreement.

IX. AMENDMENTS

The Parties reserve the authority to modify the terms of this Agreement; however, no amendment of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the Parties hereto.

X. LAWS

County shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits in performing the services required by this Agreement. County shall secure any new permits required by authorities having jurisdiction over the project and shall maintain any presently required permits.

XI. SEVERABILITY

The invalidity or unenforceability of any term or provision in this Agreement will in no way affect the validity or enforceability of any other term or provision of this Agreement as a whole, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

XII. PROCUREMENT AND ACQUISITIONS

County shall follow the County's Procurement Policy and applicable federal and state procurement requirements when procuring or acquiring goods, supplies, and/or services using funds pursuant to this Agreement.

XIII. SUCCESSORS

This Agreement, its terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, insure to the benefit and bind successors of each of the Parties hereto.

XIV. WAIVER

The waiver by either of the Parties or their respective officers, agents or employees or the failure of the Parties or their respective officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XV. PUBLIC RECORDS ACT

Upon its execution, the Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XVI. GOVERNING LAW

This Agreement shall be deemed to be executed within the State of California and construed in

accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.

XVII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Cities at their respective addresses as follows:

County of Yolo
Nolan Sullivan, Interim HHSA Director
137 North Cottonwood Street
Woodland, CA 95695
Nolan.sullivan@yolocounty.org
CC: hhsacontracts@yolocounty.org

City of Woodland
Ken Hiatt, City Manager
300 First Street, 2nd Floor
Woodland, CA 95695
Don.Sokolow@cityofwoodland.org

City of Davis
Michael Webb, City Manager
23 Russell Boulevard, Suite 1
Davis, CA 95616
Kstachowicz@cityofdavis.org

City of West Sacramento
Aaron Laurel, City Manager
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691
raulh@cityofwestsacramento.org

City of Winters
Kathleen Trepa, City Manager
318 First Street
Winters, CA 95694
Kathleen.trepa@cityofwinters.org

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695
clerkoftheboard@yolocounty.org

B. Any party may change the designated representative, address, or email address to which such communications are to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVIII. TERMINATION

A. This Agreement may be terminated as to any party, in whole or in part, in its sole discretion, for any reason or for no reason at all, up at least thirty (30) days prior written notice to the other Parties. When required by law, this Agreement may be immediately suspended by any party upon notice to the other party; any such suspension shall not extend the term of this Agreement.

B. Should any party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than ten (10) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said ten (10) day period (or such longer period as is specified in the notice or agreed to by the Parties), the Party that gave notice of default may terminate this Agreement upon not less than fifteen (5) days advance written notice.

C. This Agreement is subject to the Parties appropriating and approving sufficient funds for the activities required of this Agreement. If a party's respective adopted budgets and/or receipts from the State of California and the United States do not contain sufficient funds for this Agreement, that party may terminate this Agreement by giving ten (10) days advance written notice thereof to the other party, in which event the Parties shall have no obligation to contribute to the Project any further funds or provide other consideration.

XIX. ENTIRE AGREEMENT

The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A – Project Budget
Attachment 1 – Scope of Work, Yolo County Homeless Coordinator
Attachment 2– Scope of Work, Cold Weather Shelter
Attachment 3 – State Laws and Regulations
Attachment 4 – Federal Laws and Regulations

The County and the Cities shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance for the County's benefit shall prevail.

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

XX. AUTHORIZED REPRESENTATIVE

The persons executing this Agreement on behalf of each of the Parties affirmatively represent that they have the requisite legal authority to enter this Agreement on behalf of the Party and to bind the Party to the terms and conditions of this Agreement.

No party possess any authority with respect to the others and no right to act on behalf of other in any capacity or to bind it to any obligations, except as otherwise expressly provided in the Agreement.

XXI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures Follow]

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

COUNTY OF YOLO

Angel Barajas, Chair
Board of Supervisors

ATTEST:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By: _____
Deputy
(Seal)

APPROVED AS TO FORM:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

CITY WEST SACRAMENTO

Aaron Laurel, City Manager

APPROVED AS TO FORM:

Jeffrey Mitchell, City Attorney

CITY OF DAVIS

Michael Webb, City Manager

APPROVED AS TO FORM:

Inder Khalsa, City Attorney

CITY OF WINTERS

Kathleen Trepa, City Manager

APPROVED AS TO FORM:

Iris Yang, City Attorney

CITY OF WOODLAND

Ken Hiatt, City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

EXHIBIT A – Project Funding

1. Fiscal Year Budget by Category

Homeless Coordinator Position per Fiscal Year (FY)		
Jurisdiction	Per FY	Term Total
City of Davis	\$10,000	\$50,000
City of West Sacramento	\$10,000	\$50,000
City of Woodland	\$10,000	\$50,000
Yolo County	\$5,000	\$25,000
Total	\$35,000	\$175,000

Cold Weather Shelter Per Fiscal Year (FY)		
Jurisdiction	Per FY	Term Total
City of Davis	\$0	\$0
City of West Sacramento	\$10,000	\$50,000
City of Woodland	\$10,000	\$50,000
Yolo County	\$18,300	\$91,500
Total	\$38,300	\$191,500

2. Fiscal Year Cost Share by Party

Homeless Coordinator Project – Annual Cost Sharing Breakdown per Fiscal Year				
Jurisdiction	Cost Share	Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	13.64%	\$10,000	\$0	\$10,000
City of West Sacramento	22.29%	\$10,000	\$10,000	\$20,000
City of Woodland	27.29%	\$10,000	\$10,000	\$20,000
County of Yolo	31.78 %	\$5,000	\$18,300	\$23,300
Total	100%	\$35,000	\$38,300	\$73,300

3. Lifetime Agreement Maximum per Party

Homeless Coordinator Project – Lifetime Agreement Maximum per Party			
Jurisdiction	Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	\$50,000	\$0	\$50,000
City of West Sacramento	\$50,000	\$50,000	\$100,000
City of Woodland	\$50,000	\$50,000	\$100,000
County of Yolo	\$25,000	\$91,500	\$116,500
Total	\$175,000	\$191,500	\$366,500

ATTACHEMENT 1 – SCOPE OF SERVICES

Yolo County Homeless Coordinator

County shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Yolo County Health and Human Services Agency
137 N. Cottonwood St.
Woodland, CA, 95695

II. PURPOSE

The Homeless Coordination role works to eliminate gaps in services for people who are low-income and or experiencing homelessness in Yolo County by coordinating countywide initiatives targeting poverty and homelessness.

III. TARGET POPULATION

People who are low-income and/or experiencing homelessness in Yolo County.

IV. SERVICES

County shall perform the following duties:

- A.** Provide direct support to the Yolo County Commission to Address Homelessness (Commission); work with Commission Staff to prepare monthly Commission meeting agenda; communicate regularly with Commission members; attend Commission meetings; serve as a resource to the Commission in providing information to be used in public outreach; report regularly to Commission on activities for the current period including, but not limited to, grant opportunities, HUD requirements and changes, legislative updates, collaborative efforts of Commission members/jurisdictions, Homeless and Poverty Action Coalition (HPAC), and outreach efforts.
- B.** Facilitate various work groups to address emerging homelessness issues and strategic plan measurable objectives, including coordinating the Commission's input into implementation of the County's Plan to Address Homelessness.
- C.** Identify and research federal, state, local and private grants; write and/or coordinate submission of collaborative grant proposals; coordinate necessary letters of support to federal, state and local agencies; coordinate review of grant proposals by appropriate local governing bodies; obtain all required signatures and local government approvals; maintain timely coordination and communication with involved parties regarding grants management issues; ensure all grant requirements are met; serve as liaison between the services and internal and external groups to manage programs and funds.
- D.** Establish close working relationships and serve as liaison with local staff of the federal department of Housing and Urban Development (HUD); write and coordinate the submission of a high-quality annual grant proposals to various state and federal funders.
- E.** Track grant information and prepare written and verbal reports of all grant activities including, but not limited to, grants applied for, grants received by County and by amount, and cumulative totals of grant funds applied for and received.

ATTACHEMENT 1 – SCOPE OF SERVICES

Yolo County Homeless Coordinator

- F.** Maintain expertise on best practices in issues affecting homelessness, including trends in funding; disseminate best practices information to groups, including law enforcement, as relevant and supportive to their roles in assisting individuals and families who are living homeless.
- G.** Provide community-based organizations with information about non-governmental grant opportunities to facilitate their growth and development.
- H.** Develop a process for providing both County and City performance outcome information related to homelessness on a regular basis.
- I.** Provide annual reports to the Commission, City leadership, and the Board of Supervisors that include information on major activities and accomplishments and grants applied for and received in the local homeless continuum of care, and align with the County Plan to Address Homelessness, Board Strategic Tactical Plan on Homelessness, and/or future guiding documents for the Homeless continuum. Reports will be submitted within 90 days following the end of a fiscal year.

ATTACHMENT 2 – SCOPE OF SERVICES

Cold Weather Shelter

County shall follow the County's Procurement Policy and applicable federal and state procurement requirements to select a qualified subcontractor to provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the location of the selected subcontractor.

II. PURPOSE

To improve the lives of those experiencing homelessness in Yolo County by providing emergency shelter and case management services during the winter months.

III. TARGET POPULATION

People experiencing homelessness in Yolo County.

IV. SERVICES

The subcontractor will provide shelter(s) in accordance with the following minimum requirements:

- A.** The subcontractor shall provide shelter services for a total of 120 nights per program year, from November 15th to March 15th unless, with consent of County, weather conditions warrant a later or earlier opening or closing date.
- B.** The subcontractor shall provide not less than 10 beds per night at a rate of \$29 per bed per night.
- C.** The subcontractor shall provide at a minimum, the following items to clients staying at the shelter:
 - 1. On-site nutritious breakfast each morning.
 - 2. As needed, personal cleaning and hygiene items, including but not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs and toilet paper.
 - 3. Case management after no more than seven nights of shelter services. Case managers must complete a full intake, which includes client's history of homelessness, employment and income. Case managers must assist clients with improving their overall wellness by developing case plans that address four key areas, including (a) housing stability, (b) self-sufficiency, (c) physical health, and (d) behavioral health.
 - 4. Assess clients' needs and direct to resources such as disability income, veteran's benefits, medical assistance, and employment and housing assistance.
- D.** The subcontractor shall provide hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week including holidays.
- E.** The subcontractor shall ensure that:
 - 1. Loitering is prohibited in the vicinity of the shelter.
 - 2. Drugs and alcohol are prohibited within, and in the vicinity of, the shelter.

ATTACHMENT 2 – SCOPE OF SERVICES

Cold Weather Shelter

3. All disturbances are reported immediately to the appropriate jurisdiction's law enforcement agency.
4. The area around the shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.
- F.** The subcontractor shall ensure that shelter shall be open to all persons, regardless of race, religion, sexual orientation, gender, and age, and any denial of access to the shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules and/or lack of need criteria.
- G.** The subcontractor shall operate the shelter in a manner consistent with municipal fire safety regulations and occupancy requirements.
- H.** An operable telephone and emergency phone number shall be available at all times during operation of the shelter.
- I.** The subcontractor shall utilize the Homeless Management Information System (HMIS) to track all client intake, assessment, and status update information. Contractor's HMIS use shall be in compliance with the Continuum of Care's (CoC) existing HMIS, Coordinated Entry, and Homeless and Poverty Action Coalition (HPAC) Policies and Procedures. Reports will be generated from HMIS to determine program outcomes.
- J.** Should the subcontractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the subcontractor shall notify County by 5:00 pm the same day.
- K.** The subcontractor shall notify County and Cities if the subcontractor deems it advisable to change the shelter location from the approved site. The subcontractor shall not change the shelter location without the approval of County.
- L.** Closure: The subcontractor may determine that closure of the shelter is advisable due to the following conditions:
 1. Unusually warm weather
 2. Lack of guests
 3. Conditions which render the shelter building unsafe for occupancy
- M.** If the subcontractor takes action to close the shelter, the subcontractor shall notify County and Cities by the next business day following closure as to the plans for reopening the shelter, if any.
- N.** Notification shall be made to:
 1. County of Yolo; Attn: Nolan Sullivan, HHSA Interim Director, 137 North Cottonwood St., Woodland, CA 95695
 2. City of Davis; Attn: Michael Webb, City Manager, 23 Russell Bl., Suite 1, Davis, CA 95616
 3. City of West Sacramento; Attn: Aaron Laurel, City Manager, 1110 West Capitol Av., 3rd Floor, West Sacramento, CA 95691
 4. City of Winters; Attn: Kathleen Trepa City Manager, 318 First St., Winters, CA 95694
 5. City of Woodland, Attn: Ken Hiatt, City Manager, 300 First St., 2nd Floor, Woodland, CA 95695

ATTACHMENT 3 – STATE LAW AND REGULATIONS

State Law and Regulations

1. Drug-free Workplace Certification. County certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.) and will take the following actions:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the County's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The County's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.a.
 - d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will.
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f.

ATTACHMENT 3 – STATE LAW AND REGULATIONS

If the County fails to comply with these requirements a City may suspend contract payments or terminate the contract, or both. If a City finds the County has made a false certification or failed to carry out these requirements, the County may also be ineligible for future State awards.

2. Nondiscrimination Clause.

- a. The County, its contractors and subcontractors may not unlawfully discriminate against employees or job applicants for any of the reasons listed, and must insure that the employees and applicants are treated and evaluated free from discrimination or harassment. The Fair Employment and Housing Act and regulations are incorporated into your contract by reference and the County must comply with them. The County and subcontractors must also give written notice of their obligations to any labor organizations they have agreements with.
- b. The County and its contractors and subcontractors must include the nondiscrimination and compliance clause (2.a above) in all of the contracts and subcontracts for work under this CDBG contract. (See Chapter 4 for further information on complying with nondiscrimination and equal opportunity requirements.)

ATTACHMENT 4 – FEDERAL LAWS AND REGULATIONS

Federal Laws and Regulations

1. Anti-Lobbying Certification. You must include in all contracts and subcontracts for the work under this Agreement the certification language given in this clause beginning with "The undersigned certifies" The certification assures that no federal funds are used to influence members of Congress, and that if any non-federal funds are used to lobby Congressional members or staff, the certifier will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying". Failure to file the certification may result in a fine.
2. Bonus or Commission, Prohibition Against Payments of. Your contract monies may not be used to pay bonuses or commissions to try to obtain application approval or other approvals required under your contract or by program statutes and regulations.

This does not prohibit the use of program funds for legitimate technical assistance, consulting or management services provided they are eligible program costs.

3. Citizen Participation. You must follow State and federal program regulations pertaining to Citizen Participation. You must:
 - Provide for and encourage citizen participation in your CDBG program.
 - Conduct public hearings to inform the public of your proposed and actual use of CDBG funds, obtain citizens' views, and respond to proposals and questions.
 - Provide an address, phone number, and times for submitting complaints and grievances about the program, and respond in writing to written complaints and grievances within 15 working days, whenever possible;
 - Maintain a public information file to provide the written program information. Public hearing notices should inform citizens of the location of the public information file.

See Chapter 18 for additional information about the Citizen Participation Requirements and a sample Public Notice.

4. Clean Air and Water Acts. Your activities under this contract are subject to the requirements of both the Clean Air Act and Water Pollution Control Act, and the applicable regulations.
5. Conflict of Interest of Certain Federal Officials. No Congressional representative and no resident commissioner shall receive any benefit from this contract agreement or activity.
6. Equal Opportunity. You must comply with the various laws and requirements listed, as follows:
 - a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

In accordance with the federal statutes and regulations, you may not discriminate or exclude from employment or program participation any person due to race, color, national origin, sex, age, handicap, religion, familial status or religious preference.
 - b. Rehabilitation Act of 1973 and the "504 Coordinator":

ATTACHMENT 4 – FEDERAL LAWS AND REGULATIONS

You agree to implement the Rehabilitation Act of 1973, as amended, and its regulations. This involves evaluating the jurisdiction's current policies and practices, and modifications made to ensure compliance with Section 504. If you have 15 or more employees, you must designate a person as the "504 Coordinator" (see Chapter 4).

c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

This compliance section is commonly known as "Section 3." Section 3 requirements are applicable to you, the County, if your contract exceeds \$200,000, and is used for housing rehabilitation, housing construction, or other public construction activities. Section 3 is also applicable to your contractors and subcontractors performing work on Section 3 covered projects when your CDBG contract exceeds \$200,000 and their contract or subcontract amount exceeds \$100,000. Section 3 does not apply to contracts for the purchase of supplies and materials only (no installation). Your contract specifies that:

- 1) You agree to comply with "Section 3" which requires that you provide, as much as possible, opportunities for training and employment to lower income residents of your CDBG project area, and contracts to businesses in or principally owned by persons living in the project area.
- 2) You agree that you have no other contractual or other concern that prevents your compliance with the Section 3 requirements.
- 3) You must include the text of this section (c) in all of your contracts and subcontracts for the project. You cannot approve any contract until the contractor or subcontractor has provided you with a written statement of its ability to comply with these requirements.
- 4) Your compliance with Section 3 requirements is a condition of receiving this federal funding, and non-compliance will subject you to sanctions.

d. Americans with Disabilities Act (ADA) of 1990:

You assure that you comply with the ADA and applicable regulations and guidelines thereof which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

e. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

You agree to place in every construction contract and subcontract over \$10,000 the specified language regarding:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246);
- Standard Equal Employment Opportunity Construction Contract Specifications; and
- Goals and Timetables from U.S. Department of Labor.

ATTACHMENT 4 – FEDERAL LAWS AND REGULATIONS

(Refer to Chapter 4 for detail on equal opportunity requirements and the complete text of the required contract clauses described above.)

8. Flood Disaster Protection. The Flood Disaster Protection Act, Section 202(a) prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) mandates the purchase of flood insurance for buildings located in SFHAs as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. However, flood insurance is not required for routine maintenance activities.
9. Labor Standards - Federal Labor Standards Provisions. You must abide by and include in full in all contracts subject to these provisions, provisions regarding the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5.
10. Lead-Based Paint Hazards. If your contract is for acquisition or rehabilitation of residential structures, you must comply with HUD's Lead-Based Paint regulations. See Chapter 3 and 16 for additional information about Lead-Based Paint.
11. NLRB Certification. When you sign your contract you are stating under penalty of perjury that you have had no more than one unappealable finding of contempt of court issued by a federal court in the preceding two years because of your failure to comply with a federal court order to comply with a National Labor Relations Board order.
12. Procurement. You are required to procure goods and services which will be paid for in whole or part with CDBG funds in a manner providing full and open competition.
13. Program Income. You agree to account for receipt and expenditure of any program income you have from this contract and any prior contracts generating such income.

At contract close-out, if the City finds you did not meet the national objectives or public benefit requirements, it may recapture program income and/or part or all of your contract and/or exclude your jurisdiction from further CDBG funding.

14. Relocation, Displacement and Acquisition. When your project activity involves acquisition of real property, you must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. You also must comply with federal relocation law when your project includes rehabilitating rental housing units and results in increased rents to TIG households. You may pay relocation expenses with your CDBG funds.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.12
SUBJECT: Fire Department Grant Award Budget Appropriations

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to:

1. Appropriate an additional \$1,915 to Fund 330 (Other Federal Grants) for the purchase of the additional SCBA equipment as awarded in the 2019 Homeland Security Grant; and
2. Appropriate \$12,000 to Fund 101 (General Fund) for the purchase of the Battery Operated Extrication equipment as received from the Springlake Fire Protection District via the Rural Communities Investment Program.

Staff Contact:

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

Fiscal Impact:

The requested appropriations will ultimately be cost neutral. The requested funds will cover the initial expenditure of equipment, which will be reimbursed to the City of Woodland via two different grant awards. There are no matching funds required for either grant.

HSGP 2019

The \$1,195 appropriation for SCBA equipment will be reimbursed through the Homeland Security Grant award received by the City of Woodland Fire Department.

Rural Communities Investment Program

The Springlake Fire Protection District, who was awarded the funds as part of the Rural Communities Investment Program, will reimburse the \$12,000 appropriation for battery operated extrication equipment.

Background:

HSGP 2019

In September 2021, the Woodland Fire Department received award of the 2020 Homeland Security Grant Program (HSGP) for the purchase of Self-Contained Breathing Apparatus (SCBA) cylinders. However, the grant amount was not sufficient to purchase all of the cylinders needed. Yolo County Office of Emergency Services, who manages the HSGP awards, was able to identify excess funds from the 2019 HSGP to be utilized to purchase the additional cylinders. Therefore, the City of Woodland also received a secondary award for SCBA cylinders from the 2019 Homeland Security Grant Program in the amount of \$1,915. The Fire Department is now requesting this additional award be appropriated to the budget.

Rural Communities Investment Program

The Springlake Fire Protection District, which covers much of the incorporated area between Woodland and Davis, has contracted with the City of Woodland Fire Department for fire suppression services for over 40 years. Thanks to this long-standing relationship, the Springlake Fire Protection applied for battery operated extrication tools to be used by the City of Woodland Fire Department to assist with operations when responding within the City and the District through Yolo County's Rural Communities Investment Program. This Springlake Fire Protection District was awarded \$12,000, which they have disbursed to the City of Woodland

for the purchase of the battery operated extrication equipment. The Fire Department is now requesting those funds be appropriated to the budget.

Discussion:

Both the HSGP and the pass-through Rural Communities Investment Program funds from the Springlake Fire Protection District will allow the City of Woodland Fire Department to purchase much needed equipment to increase the safety and efficiency of operations at no cost to the City, as there is no matching funds required for either grant.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to:

1. Appropriate an additional \$1,915 to Fund 330 (Other Federal Grants) for the purchase of the additional SCBA equipment as awarded in the 2019 Homeland Security Grant; and
2. Appropriate \$12,000 to Fund 101 (General Fund) for the purchase of the Battery Operated Extrication equipment as received from the Springlake Fire Protection District via the Rural Communities Investment 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- Misc Grant App

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE APPROPRIATION OF \$1,915 TO FUND 330 FOR THE
PURCHASE OF SCBA EQUIPMENT AND \$12,000 TO FUN 101 FOR THE PURCHASE
OF BATTERY OPPERATED EXPRITATION EQUIPMENT

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the Homeland Security Grant Program (HSGP) for Self Contained Breathing Apparatus (SCBA); and

WHEREAS, the Woodland Fire Department received an additional award with supplemental funding of \$1,915 for additional SBCEA equipment; and

WHEREAS, the Woodland Fire Department received \$12,000 from the Springlake Fire Protection District as a pass-through award from the Rural Communities Investment Program for the purchase of Battery Operated Extrication Equipment; and

WHEREAS, the City of Woodland will be fully reimbursed the additional these funds through the HSGP and the Springlake Fire Protection District.

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

SECTION 1. Authorizes the City Manager to appropriate an additional \$1,915 to Fund 330 (Other Federal Grants) for the purchase of the additional SCBA equipment as awarded in the 2019 Homeland Security Grant; and

SECTION 2. Authorizes the City Manager to appropriate \$12,000 to Fund 101 (General Fund) for the purchase of the Battery Operated Extrication equipment as received from the Springlake Fire Protection District via the Rural Communities Investment Program.

PASSED AND ADOPTED by the City Council this 17th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.13
SUBJECT: Approval of Final Maps 5162 & 5206 (Pioneer Village phases 1 & 2) and Related Subdivision Improvement Agreements.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council to 1) approve Final Subdivision Map 5162, Pioneer Village Phase 1, and Final Subdivision Map 5206, Pioneer Village Phase 2; and 2) approve the related Subdivision Improvement Agreement and authorize the 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 buildout, the 231 lots are estimated to generate approximately \$7.6 million in development impact fees.

There is no impact to the General Fund.

Background:

On November 5, 2019, City Council approved the tentative map 5162 Pioneer Village for 231 single-family lots and 4.1 acres of multi-family housing. Final subdivision map 5162, Pioneer Village Phase 1, creates 111 of the single-family lots. Final subdivision map 5206, Pioneer Village Phase 2, creates the remaining 120 lots.

The property owner, AG Essential Housing CA 2, L.P., and the Developer, Lennar Homes of California, LLC, have completed all conditions required for approval of the final maps, and is requesting that the City approve Final Subdivision Map (SM) No. 5162, Pioneer Village Phase 1, and Final Subdivision Map (SM) No. 5206, Pioneer Village Phase 2, and the associated Subdivision Improvement Agreement.

Discussion:

The final maps, 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. _____, a Resolution of the City Council to 1) approve Final Subdivision Map 5162, Pioneer Village Phase 1, and Final Subdivision Map 5206, Pioneer Village Phase 2; and 2) approve the related Subdivision Improvement Agreement and authorize the 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. Subdivision Improvement Agreement
3. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAPS 5162 AND 5206 (PIONEER VILLAGE, PHASE 1 & 2) AND
A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF
CALIFORNIA AND AG ESSENTIAL HOUSING CA 2, L.P. FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS**

WHEREAS, City Council approved tentative map 5162 and Development Agreement on November 5, 2019 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 111 (SM-5162, phase 1) and 120 lots (SM-5206, phase 2); 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 5162, Pioneer Village Phase 1 and Final Map 5206, Pioneer Village Phase 2, which make up the whole of tentative map 5162, 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 5162 Pioneer Village Phase 1 and Final Map 5206, Pioneer Village 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 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

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

(Exempt from Filing Fees – Government Code § 2783)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 5162 and 5206

between

THE CITY OF WOODLAND

a California municipal corporation

and

AG ESSENTIAL HOUSING CA 2, 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. 5162 and 5206

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2022, by and between the CITY OF WOODLAND, a California municipal corporation (“City”) AG Essential Housing CA 2, 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 November 5, 2019. The tentative subdivision map is identified in City records as Subdivision Map No. 5162 (“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 has submitted and requests approval of Final Map No. 5162 and 5206, 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 November 5, 2019.

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 Twenty-Two Million Three Hundred Ninety-Five Thousand, Five Hundred Sixty Dollars (\$22,395,560), 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 Eleven Million One Hundred Ninety-Seven Thousand Seven Hundred Eighty Dollars (\$11,197,780), 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 2, 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	

A copy of any notice sent to the owner, AG Essential Housing CA 2, L.P., shall be sent to the following address:

Quarles & Brady LLP
Two North Central Avenue
Phoenix, AZ 85004
Attn: Jason F. Wood

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 2, L.P.
a Delaware limited partnership**

By: AGWIP Asset Management, LLC,
Authorized Agent of AG Essential
Housing CA 2, L.P.

By: Steven S. Benson
Steven S. Benson, Manager

ATTEST:

By: _____
Ana Gonzalez, City Clerk

LENNAR HOMES OF CALIFORNIA, LLC

By: [Signature]
Signature

Larry Gualco
Print Name

VP
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.

STATE OF ARIZONA}

COUNTY OF MARICOPA}

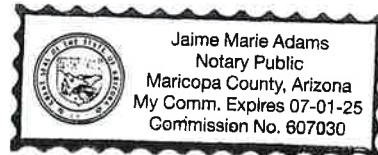
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Arizona, on this day personally appeared Steven J. Benson, Manager of AGWIP Asset Management, LLC, an Arizona limited liability company, Authorized Agent of AG Essential Housing CA 2, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that () he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

Given under my hand and seal of office this 22 day of April, 2022.

Jaime Marie Adams

Notary's Signature

Jaime Marie Adams



Name typed or printed

07/01/2025

Commission Expires

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.

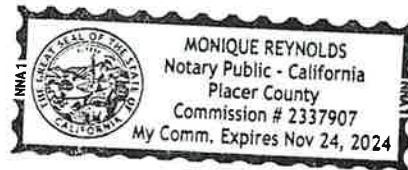
On May 3, 2022 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco

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 _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**SUBDIVISION NO. 5162 and 5206 – PIONEER VILLAGE PHASE 1 AND 2
SUBDIVISIONS OF REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF
YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:**

APN: 042-580-092 and 093

A-1

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 5162 AND 5206

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

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

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

- Improvement Plans for Pioneer Village Phase 1 (Subdivision No. 5162)
- Improvement Plans for Pioneer Village Phase 2 (Subdivision No. 5206)
- Offsite Improvement Plans for Pioneer Village Ph 1 – Pioneer Avenue
- Offsite Improvement Plans for Pioneer Village Ph 1 – Gibson Road/Harry Lorenzo/Bourn Drive Intersection and Signal Improvements
- Offsite Improvement Plans for Pioneer Village Ph 2-- Farmers Central Road

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5162 AND 5206

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

Pioneer Village Phase 1

Bond No.: 024253159

Surety: Liberty Mutual Insurance Company

Attorney-in-fact: Amanda Turman-Avina

Address: 175 Berkeley St

Boston, MA 02116

Faithful Performance Bond: \$10,361,670.00

Payment Bond: \$5,180,835.00

Guarantee and Warranty: \$1,036,167.00

Pioneer Village Phase 1 - Offsite

Bond No.: ES00008111

Surety: Everest Reinsurance Company

Attorney-in-fact: Amanda Turman-Avina

Address: 477 Martinsville Road

Liberty Corner, NJ 07938

Faithful Performance Bond: \$4,538,710.00

Payment Bond: \$2,269,355.00

Guarantee and Warranty: \$453,871.00

Pioneer Village Phase 2

Bond No.: 024254992

Surety: Liberty Mutual Insurance Company

Attorney-in-fact: Amanda Turman-Avina

Address: 175 Berkeley St, Boston, MA 02116

Faithful Performance Bond: \$6,568,980.00

Payment Bond: \$3,284,490.00

Guarantee and Warranty: \$656,898.00

Pioneer Village Phase 2 - Offsite

Bond No.: 02424993

Surety: Liberty Mutual Insurance Company

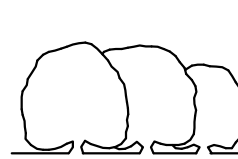
Attorney-in-fact: Amanda Turman-Avina

Address: 175 Berkeley St, Boston, MA 02116

Faithful Performance Bond: \$926,200.00

Payment Bond: \$463,100.00

Guarantee and Warranty: \$90,620.00



City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

To Sacramento →

I-5



**PIONEER VILLAGE PH. 1 & 2
SM 5162 & 5206**



Main Street

East Main Street

College Street

East Street

Bourne Drive

Gibson Road

East Gibson Road

Matmor Rd.

Sports Park Dr.

Harry Lorenzo Ave

Pioneer Avenue

Farmers Central Road

Hunt Street

Parkland Avenue

Heritage Parkway

HWY 113

→ To Davis



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.14
SUBJECT: 2022 Spring Lake Parks Project, CIP 20-03; Approve Plans and Specifications and Bid Authorization

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the 2022 Spring Lake Parks Project, CIP 20-03; and
- 2) Appropriate \$370,000 of additional SLIF Parks & Recreation funding (Fund 640) to the project; and
- 3) Authorize the City Manager to execute a contract with Miracle Recreation-PlayPower, Inc. for the purchase of playground equipment for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$87,621.64; and
- 4) Authorize the City Manager to execute a contract with Park Planet for the purchase of the picnic shelter for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$36,034.28.
- 5) Authorize the City Manager to execute a contract with Public Restroom Company for the purchase of restroom for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$193,868.

Staff Contact:

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

Fiscal Impact:

The approved Capital Budget includes funding for three Spring Lake Parks: Jack Slaven, Rick Gonzales Sr. and Spring Lake Park. The current approved budget totals \$776,417 for the project consisting of \$300,000 SLIF Parks & Recreation funding (Fund 640) in FY2019/20 and \$476,417 in Spring Lake Capital funding (Fund 594) in FY2020/21. The \$776,417 existing in the project budget is anticipated to be sufficient to fund the cost of design for the three parks. Additional funding of \$370,000 is required to complete the cooperative purchasing program purchases for the project based on CMAS bids received; the additional funding is proposed to come from the Parks SLIF Fund. With the recommended action to appropriate \$370,000 of additional Parks SLIF Funds, the total project budget will increase to \$1,146,417.

The engineer's estimate of construction cost is \$6.3 million. The estimated total project cost is \$7.6 million and includes construction, construction contingency, design, inspection, and construction management costs. These costs are subject to change based on actual bid prices. An updated budget analysis will be prepared after receiving the bids. Depending on the fund balance in the Parks SLIF fund and the anticipated near term revenues, staff will evaluate if sufficient funding is available to award the entire project. Staff included a bid alternative in the bid package in the event that projected revenues are not sufficient to award the entire project. Over the past year construction costs have increased substantially. The current bidding climate remains volatile and staff is concerned that this may result in bid prices exceeding the funding available to complete all three parks at this time. This project was also planned assuming some internal borrowing based on healthy building permit revenues in the upcoming years. Now that interest rates have increased significantly, staff is unsure if we can continue to rely on these past assumptions. Should bids exceed current available and reasonably foreseeable funding, the bid alternate work will be deferred until sufficient SLIF Park revenues have been received to fund this work.

Award of the Construction Contract will be presented to Council for approval in late June or early July, at which time the necessary additional funding for construction of the parks will be allocated to the Project.

Background:

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

The first construction phase of Jack Slaven Park included:

- Splash Pad
- Multi-use turf area to accommodate youth soccer field
- Playground area and equipment for 2-5 aged and 5-12 aged children
- Benches, pathway lighting, drinking fountains
- Paved paths with connections to adjoining greenbelt network
- Group and small picnic shelters
- Restroom and maintenance building
- Low water use landscaping

The second construction phase will include:

- Dog Exercise Area
- Native Play Area
- Multi-use Sports Court

The second park, Rick Gonzales Sr. Park, was built in 2018 and is located on Mickle Avenue and Centennial Drive adjacent to Spring Lake Elementary School. This park is 10-acres, of which 7-acres were constructed with the first phase and 3-acres remain unimproved. It should be noted that the improvements at Rick Gonzales Sr. Park are included as a bid alternative. The improvements at this Park were selected as the location for the bid alternative because the existing park is already 7-acres and provides a significant amenity for the surrounding neighborhood. Spring Lake Park currently only has 2-acres of the 8-acres improved, and with the surrounding neighborhoods soon to be completed, does not provide an adequate amenity for this area of Spring Lake. The work at Jack Slaven was determined to be too small in construction cost to be removed and still ensure that the City could award the remaining work with the funding available. It is hoped that bids will come back favorably and all improvements can be funded at time of bid award in July. However, should the remaining improvements at Rick Gonzalez, Sr. Park need to be deferred, the SLIF Park fees collected after funding the current bid improvements will be prioritized toward completing this neighborhood park.

The first construction phase of Rick Gonzales Sr. Park included:

- 7-acre improvement area
- Multi-use turf area to accommodate youth soccer field and T-Ball size baseball field
- Playground area and equipment for 2-5 aged and 5-12 aged children
- Benches, pathway lighting, drinking fountains
- Paved and decomposed granite paths with connections to adjoining greenbelt network and fitness stations
- Group and small picnic shelters
- Restroom and maintenance building
- Low water use landscaping

The second construction phase of Rick Gonzales Sr. Park will include:

- Tennis court (with Pickle ball markings)
- Full basketball court
- Expansion of multi-use turf field
- Completion of native landscape areas

The third neighborhood park, Spring Lake Park, is located on Shellhammer Dr. and Osborn Dr. Two acres of this 8 acre park were improved in 2018 concurrently with the first phase of Rick Gonzales. At the time the

first phase of the phase was under construction, the subdivision surrounding the park was still being developed and many of the homes near the park had not yet been occupied. The majority of the amenities for this park were therefore deferred until the remaining 6-acres were ready to be improved and additional residents had moved in to the neighborhood.

The first construction phase included the following park improvements:

- 2-acre improvement area
- Multi-use turf area
- Playground area and equipment for young children (ages 2-5)
- Native play area
- Small picnic area

The second construction phase includes:

- Playground area and equipment for elementary aged children
- Restroom and maintenance shed
- Group picnic shelter
- Multi-sports court
- Native plantings
- Paved and decomposed granite paths with connections to adjoining greenbelt
- Benches, pathway lighting, drinking fountains
- Youth soccer field
- Unprogrammed Open Lawn

Discussion:

Staff is processing the final plans and specifications, upon Council authorization, the projects will be advertised together for bidding. Staff is anticipating a bid opening and a return to Council in late June or early July for construction contract award. This timeline will allow construction of these improvements in Summer 2022 and public access to the improved areas in Spring 2023.

In addition, staff is requesting that the procurement of equipment be performed through cooperative purchasing agreements with Sourcwell and National Purchasing Partners (NPP). These programs offers a wide variety of commodities and services at prices which have been assessed to be fair, reasonable and competitive. The use of these contracts is available to state and local government agencies. The use of these programs allows the City to purchase construction materials and provide them to the contractor for installation without paying for the Contractor's mark-up costs. The City previously used cooperative purchasing agreements to purchase playground equipment and picnic shelters for Phase 1 construction for Rick Gonzales Sr. Park and Spring Lake Park in 2018.

Miracle Recreation-PlayPower, Inc., Public Restroom and Park Planet are well-established providers of high quality equipment that are participants of these programs. By utilizing these vendors, we not only benefit from their competitive pricing, but also their commitment to quality and customer service that we have received in previous interactions. It will also expedite the delivery of the equipment to ensure installation will occur during the allotted construction period.

Conclusion:

Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the 2022 Spring Lake Parks Project, CIP 20-03; and
- 2) Appropriate \$370,000 of additional SLIF Parks & Recreation funding (Fund 640) to the project; and
- 3) Authorize the City Manager to execute a contract with Miracle Recreation-PlayPower, Inc. for the purchase of playground equipment for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$87,621.64; and

- 4) Authorize the City Manager to execute a contract with Park Planet for the purchase of the picnic shelter for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$36,034.28.
- 5) Authorize the City Manager to execute a contract with Public Restroom Company for the purchase of a restroom building for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$193,868.

Prepared by: Clara Olmedo, Associate Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Miracle Recreation-PlayPower, Inc.
3. Park Planet
4. Public Restroom Company
5. Spring Lake Master Plan
6. Jack Slaven Master Plan
7. Rick Gonzales Sr. Park Master Plan
8. Email comments received Re: May 10 Council Item

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS AND APPROVING PURCHASE OF EQUIPMENT
UTILIZING COOPERATIVE PURCHASING PROGRAMS FOR THE 2022 SPRING
LAKE PARKS PROJECT; CIP 20-03**

WHEREAS, the City conducted a community survey in June and July 2021 to gather feedback on the desired amenities for the Spring Lake Parks Project; CIP 20-03; and

WHEREAS, the City held a public meeting on August 26, 2021 to solicit feedback from the Spring Lake neighborhood on park amenity and design options for Spring Lake, Jack Slaven and Rick Gonzales Sr. Park Master Plans; and

WHEREAS, the City presented the Parks Master Plans to the Parks and Recreation Subcommittee on September 27, 2021 for review and comment; and

WHEREAS, the project is included as the 2022 Spring Lake Parks, CIP 20-03 in the FY 20/21 Capital Budget; and

WHEREAS, the City Council approved the Spring Lake and Jack Slaven Master Plans on October 19, 2021 for approval; and

WHEREAS, the City Council approved the Rick Gonzales Sr. Park Master Plan on January 18, 2022 for approval; and

WHEREAS, the City Council wishes to appropriate \$370,000 of additional SLIF Parks & Recreation funding (Fund 640) to the project and bring the total project budget to \$1,146,417; and

WHEREAS, staff request that the City Council gives City Manager authority to award and execute the purchase contract in the amount not to exceed \$87,621.64 to Miracle Recreation-PlayPower, Inc. utilizing Sourcewell a cooperative purchasing agreement for the Spring Lake Parks Project; CIP 20-03; and

WHEREAS, staff request that the City Council gives City Manager authority to award and execute the purchase contract in the amount not to exceed \$36,034.28 to Park Planet utilizing National Purchasing Partners (NPP) a cooperative purchasing agreement for the Spring Lake Parks Project; CIP 20-03; and

WHEREAS, staff request that the City Council gives City Manager authority to award and execute the purchase contract in the amount not to exceed \$193,868 to Public Restroom Company utilizing Sourcewell a cooperative purchasing agreement for the Spring Lake Parks Project; CIP 20-03; and

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

WHEREAS, the City Council wishes to approve the plans and specifications and authorize bid advertisement for the Project 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 authorizes the appropriation of \$370,000 of additional SLIF Parks & Recreation funding (Fund 640) to the project and bring the total project budget to \$1,146,417 for the Spring Lake Parks Project; CIP 20-03.

Section 2. The City Council hereby approves the plans and specifications for the Spring Lake Parks Project; CIP 20-03, which will be available on file with the City Clerk.

Section 3. The City Council hereby authorizes staff to advertise for bids for the Spring Lake Parks Project; CIP 20-03.

Section 4. The City Council hereby approves the Agreement with Miracle Recreation-PlayPower, Inc., in the amount of \$87,621.64 and authorizes and directs the City Manager to execute the Agreement, the City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 5. The City Council hereby approves the Agreement with Park Planet in the amount of \$36,034.28 and authorizes and directs the City Manager to execute the Agreement, the City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 6. The City Council hereby approves the Agreement with Public Restroom Company in the amount of \$193,868 and authorizes and directs the City Manager to execute the Agreement, The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized in the Agreement does not change.

PASSED AND ADOPTED this 17th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor
ATTEST:

Ana B. Gonzalez, City Clerk

Job Number:**Job:** P21_1189_Spring Lake Park**Quote Name:** Quote--Spring Lake Park_007_Equipment Only**Quote Number:** Q-03218**Prepared by:**

KarlManiglia

karl@miracleplaygroup.com

**Terms:** 50% Deposit**Remit to:** Miracle Playsystems, Inc.

1276 S Main St., Salinas, CA 93901

Sub Total: \$76,352.45**Freight:** \$5,161.00**Estimated Tax:** \$6,108.19**Total:** \$87,621.64

MIRACLE RECREATION

Miracle Recreation Sourcewell Contract # 010521-LTS-3 (Total Discount - \$4,018.55)

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	MIRACLE EQUIPMENT PER 21_1189_SpringLakePark_007_BOM	1	\$80,371.00	\$76,352.45	\$6,108.19

Sub Total: \$76,352.45**Total Freight:** \$5,161.00**Total Estimated Tax:** \$6,108.19**Grand Total:** \$87,621.64

Company: _____

Signature: _____

Name: _____

Date: _____

P21_1189_Spring Lake Park

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

Page 1 of 3

Please confirm or edit order information below.

End User Company:

City of Woodland

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

Woodland

CA 95776

Site Address:

Corner of Shellhammer Dr and Osborn Dr.

Woodland

Bill To Email:

Bill To:

City of Woodland,

300 First St,

Woodland, CA,

95695

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

P21_1189_Spring Lake Park

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

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TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



P21_1189_Spring Lake Park

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

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**QUOTE**

Quoted To:

City of Woodland

City of Woodland

Woodland, CA 95776

Contact: Westley Schroeder

Phone: 530.661.5958 / Email: westley.schroeder@cityofwoodland.org

Quote #: Q22-2318**Date:** May 02, 2022**Project:** Spring Lake Park**City:** Woodland**Sales Rep - Email:** Kyle Knox -
kyle@parkplanet.com**Terms:** Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
24'X24' MONOSLOPE SHELTER						
1	MP24X24TG-P3 - Rectangular Monoslope Steel (4) Column Design 2x6 Tongue and Groove Roof Deck - Installer to field cut T&G Roof Angles 24' ga Pre-cut Mega-rib metal roof over T&G 3:12 Roof Slope Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-CUST	1	26,989.00	26,989.00
NPP DISCOUNT						
2	National Purchasing Partners Contract #PS21050 Customer Member ID#: *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount- NPP-TX	1	-1,889.00	-1,889.00
ENGINEERING - 24'x24' Monoslope Shelter						
3	Engineering 2 Calculation Books 4 Sets of Drawings Includes Foundation Design	ICON	ENG-ICON	1	1,000.00	1,000.00
SHIPPING						
4	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00
7	Engineering is for structure only. Manufacturer's engineer is NOT to be considered 'Design Professional in Charge' of project. Fabrication cannot begin until customer has provided a city approved copy of the structure's engineering or a waiver of release has been signed. Engineering submittal, permit, fees and inspections not included in suppliers quote.	Park Planet	ENG	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	34,900.00
CA-Yolo-Woodland (8%)	2,008.00

Total \$36,908.00

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

TERMS & CONDITIONS

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

- *Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- *Others require a onepage credit application or payment with order
- *TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. PouredinPlace Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

**8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Park Planet General Insurance

Call for Proof of Insurance & W-9

Price Proposal: Spring Lake Park, City of Woodland, CA / Sourcewell #80454
Date: April 26, 2022
Reference: 11091-4/20/2022-0
PRC Sourcewell: 081721-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 173,600

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 20,268 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and installation @ \$ 193,868

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

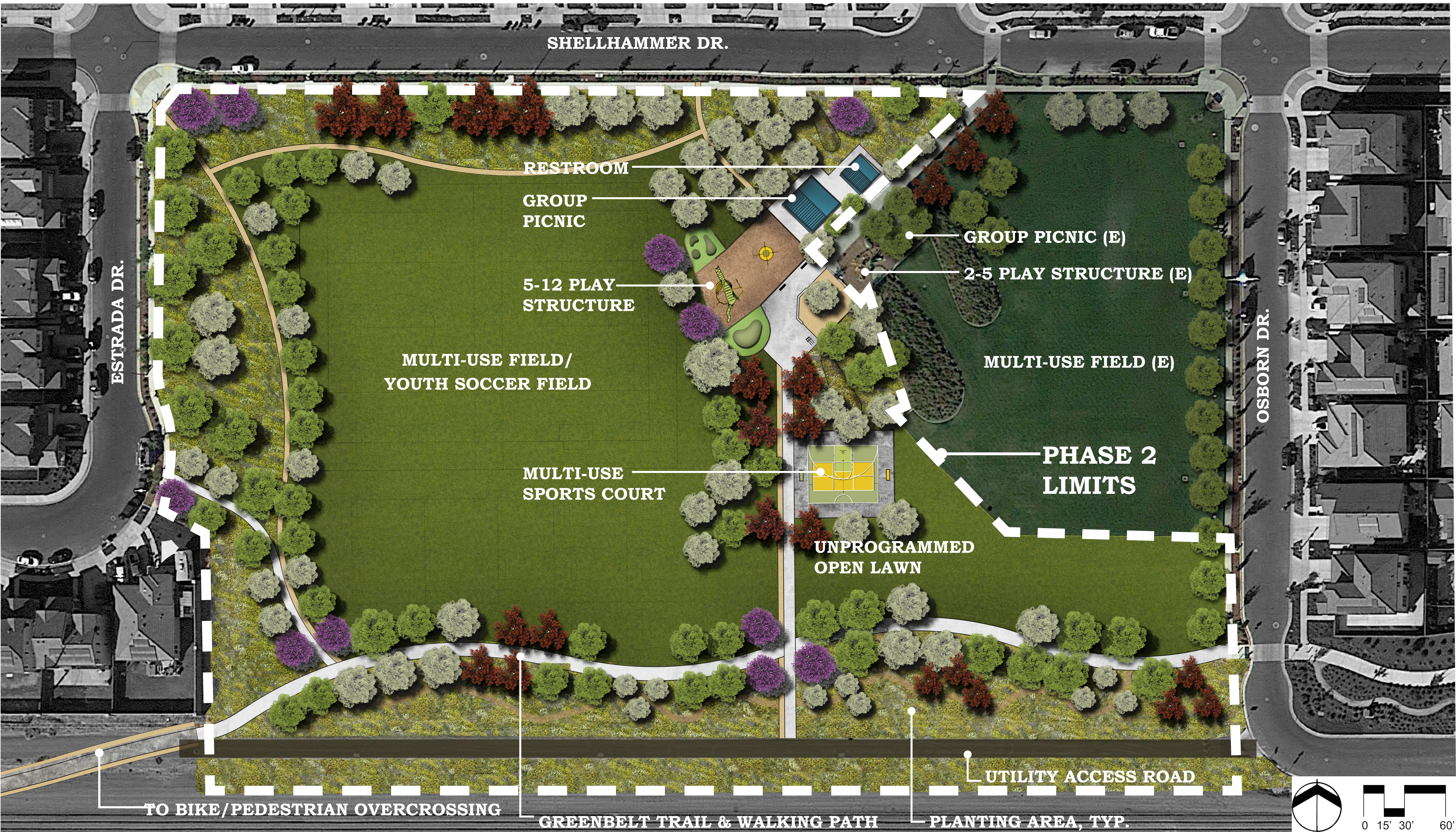
Accepted by:

Authorized Signature

Date Signed

Printed Name

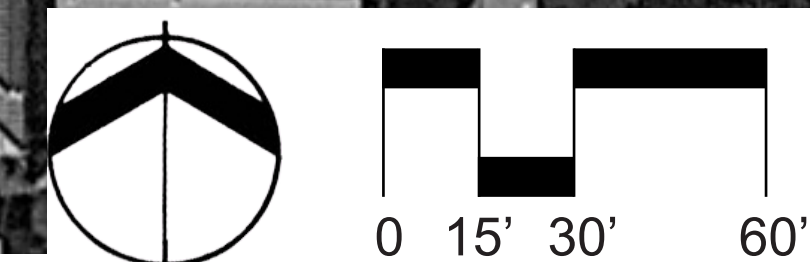
Legal Entity Name and Address



SPRING LAKE PARK MASTER PLAN



01/12/2022



SLAVEN PARK MASTER PLAN



01/12/2022



RICK GONZALES SR. PARK MASTER PLAN



01/12/2022

e-mail comments submitted

regarding

May 10, 2022 agenda item

Ana Gonzalez

From: Esteban Soto Martinez <sotomartinez@UCDAVIS.EDU>
Sent: Tuesday, May 10, 2022 12:41 PM
To: Council Meetings
Subject: City of Woodland Meeting Comments (Spring Lake) May 10 2022

Importance: High

Good afternoon,

I'm a neighbor of the Spring Lake community. I would like an updated on the tennis court that has been promised over and over again but absolutely no movement in Rick Gonzalez Jr. Park in Spring Lake. I was clearly voted as a top priority that most neighbors wanted and was promise to start soon by the City of Woodland. There has been comments that funds that were originally planned to be used for this project might be deviated for other projects (pool).

Please be clear on when the project will start. That is the question I want answer.

Esteban Soto, MSc, DVM, PhD, Dipl. ACVM, CertAqV
Professor of Aquatic Animal Health
Department of Medicine & Epidemiology
School of Veterinary Medicine
University of California-Davis
2108 Tupper Hall
Davis, CA 95616-5270

Email: sotomartinez@ucdavis.edu

Ana Gonzalez

From: Anya S <anyastar510@gmail.com>
Sent: Tuesday, May 10, 2022 1:47 PM
To: Council Meetings; Mayra Vega
Subject: Public Comment for

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon City Council and Councilmember Vega,

I am unable to attend the City Council meeting being held tonight, 5/10/2022 but would like to submit a public comment related to Agenda Item #15, 2022 Spring Lake Parks Project - Plans, Specs, and Bid Authorization. My comment is below:

I am a current resident within Spring Lake and live very close to Rick Gonzales Park. I regularly use the jogging path there and was relieved to hear when the City Council finally agreed to cancel plans to transfer a portion of this park to the Elementary School. I was excited to see that a native landscape area would add more habitat and more trails to this well utilized outdoor space.

However, the documents provided for approval in Item #15 suggest that these improvements in Rick Gonzales Park are taking a backburner to projects in other neighborhood parks. I request that the City Council stick to their promises in completing Phase II improvements in Rick Gonzales Park and prioritize completing them in a timely fashion. At a time when climate change is an urgent priority to address, these parks need more restoration, not less. If available funds are limited, grant funding is available for cities to support native habitat creation.

Thank you for allowing me the opportunity to comment.

Kind Regards,
Anya Starovoytov
Celebration Way Resident

-----Original Message-----

From: Linh Bui <linhmybui@aol.com>

Sent: Wednesday, May 11, 2022 5:38 AM

To: Ken Hiatt <Ken.Hiatt@cityofwoodland.org>; Mayra Vega <Mayra.Vega@cityofwoodland.org>

Subject: RE: Rick Gonzalez Park

Hello Mayra & Ken,

I am a resident in the Spring Lake area (2729 Brookshire Circle), and I would like to express my strong support for completing the landscaping for Rick Gonzalez park as planned with the tennis/pickleball court, basketball court, natural areas and playfields. I currently use the trail around the park to run 3-5 times per week, and I would like to see it stay intact. It is a well-used park by many residences in the area already. Furthermore, in adding the additional attractions will enable more residences to utilize the park to exercise and enjoy what it has to offer. I for one will love it because I like playing tennis too! The area is beautiful, safe and clean for all ages. Please help us keep it!

Thank you for your time.

Linh Bui
2729 Brookshire Circle
Woodland, CA 95776



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: F.15
SUBJECT: Dick Klenhard Ballfield Light Upgrade

Recommendation for Action: Staff recommends that the City Council adopt Resolution No, _____, authorizing the City Manager to execute a contract with Musco Sports Lighting, LLC in the amount of \$157,083.68 through a cooperative purchasing agreement with Sourcewell Contract Number 071619-MSL, and authorize a contract contingency up to 10% (\$15,708.37); and affirming the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency.

Staff Contact:

Jenna Moncrief, Management Analyst, (530) 661-2023, Jenna.Moncrief@cityofwoodland.org

Fiscal Impact:

The total cost of the project will be \$157,083.68. The amount of \$60,000 will use funds already appropriated in the FY22 budget from the Gibson Ranch Lighting and Landscape district. The amount of \$97,083.68 will come from Measure F funds already appropriated in the FY22 budget for improvements to existing parks and facilities.

The contract contingency of \$15,708.37 will also be paid out of existing Measure F appropriations as needed.

There is no impact to the General Fund.

Background:

On August 5, 1996, the City of Woodland broke ground on the Dick Klenhard Youth Ballfield Complex, located on Gum Avenue. The 8-acre park project was to include two lighted ball fields, playground equipment, picnic shelter and multi-use field, off-street parking, and a snack bar/restroom building. The Notice of Completion for the project was filed on June 20, 1997 and the dedication ceremony for the Dick Klenhard Youth Ballfield Complex took place on November 1, 1997.

Dick Klenhard ballfield complex is used throughout the year by the Woodland Cal Ripken Youth Baseball League for practices, games and tournaments. In addition, the Woodland Police Activities League uses the field during the summer for Junior Giants, a free program for boys and girls to learn the fundamentals of baseball.

Discussion:

The light poles and lights at Dick Klenhard ballfield complex are from the original construction. The bulbs have had to be replaced at least twice since the opening of the ballfield. Now, these bulbs are becoming obsolete and Staff may not be able to find replacements when the current bulbs fail.

Funding at this time will support the replacement of lighting on all three poles at one of the two fields. Staff proposes to enter into a contract with Musco Sports Lighting, LLC for Musco's Light-Structure System retrofit. The project will be for the removal of the current lighting and retrofitting with LED lighting for the three existing 200' light poles with guaranteed light levels of 50 foot-candles in the infield and 30 foot-candles in the outfield.

This project would be beneficial for several reasons. First, there would be a reduction of energy and

maintenance costs by an estimate of fifty to eighty-five percent. This is due in part to the LED lights being more efficient than the current bulbs. In addition, there will be no maintenance costs for the first twenty-five years due to a 25-year warranty that includes materials and onsite labor. Another benefit of the new lighting system is a reduction of spill light and glare by an estimated fifty percent or more. Also, Staff have been receiving complaints from the neighborhood about a loud buzzing sound when the lights are in use. This buzzing is from the ballasts in the current lights that are starting to fail. The field that will be having the lights replaced is the field with the failing ballast as well as the field that is closest to residential homes. This project will also greatly reduce the light spill that shines on these homes, and will eliminate the buzzing coming from the lights on this field.

Staff proposes to utilize a cooperative purchasing agreement with Sourcewell (Contract Number: 071619-MSL). The Department has determined that the cooperative purchasing agreement satisfies the requirement of the City's Purchasing Ordinance (Municipal Code section 3.32.140c). Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. In 2019, Sourcewell issued a request for proposals for Sports Lighting with Related Supplies and Services. Proposals were rated/scored for conformance to terms/conditions to include documentation; pricing (400 of the 1000 points); financial, industry, and marketplace successes; bidders' ability to sell and deliver contracts nationally; bidders' marketing plan; value added attributes; warranty coverages; and depth and breadth of offered equipment, products, or services. Nine vendors submitted proposals, three of which were selected to enter into contracts. Musco Sports Lighting, LLC was ranked number one. The Musco Sports Lighting, LLC contract with Sourcewell is valid from August 29, 2019 through August 27, 2023, and can be extended for a year. After council action on this item, Staff will work with the City Attorney on a contract to be executed by the City Manager for the retrofitting of the lighting.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with Musco Sports Lighting, LLC in the amount of \$157,083.68 through a cooperative purchasing agreement with Sourcewell Contract Number 071619-MSL, and authorize a contract contingency up to 10% (\$15,708.37); and affirming the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency.

Prepared by: Jenna Moncrief, Management Analyst

Reviewed by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND 1) AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC IN THE AMOUNT of \$157,083.68 THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL CONTRACT NUMBER 071619-MSL; AND AUTHORIZE A CONTRACT CONTINGENCY UP TO 10% (\$15,708.37), AND 2) AFFIRMING THE CITY MANAGER'S DETERMINATION THAT THE CITY'S PUBLIC BIDDING REQUIREMENT HAS BEEN SATISFIED BY ANOTHER AGENCY'S COMPETITIVE BID PROCEDURE AND THE CITY'S PRICE IS EQUAL TO THE PRICE NEGOTIATED BY THAT GOVERNMENT AGENCY

WHEREAS, Dick Klenhard ballfield complex was built in 1997 and included two lighted ballfields; and

WHEREAS, the City of Woodland ("City") has identified the need to retrofit the light poles on one of the two fields; and

WHEREAS, the City's purchasing ordinance (Municipal Code section 3.32.140c) provides that the City Manager may approve of the waiver of competitive bidding when a determination is made that competitive bidding has already been completed by another public agency; and

WHEREAS, Staff has determined that the cooperative purchasing agreement satisfies the requirements of the City's Purchasing Ordinance (Municipal Code section 3.32.140c) in that a competitive bid procedure has been conducted by another public agency and the price to the City is equal to or better than the price to that public agency; and

WHEREAS, Musco Sports Lighting, LLC has a cooperative purchasing agreement through Sourcewell (Contract Number 071619-MSL); and

WHEREAS, funding to support the project has been appropriated in the FY22 budget.

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

1. The City Council hereby authorizes the City Manager to execute a contract with Musco Sports Lighting, LLC in the amount of \$157,083.68 through a cooperative purchasing agreement with Sourcewell Contract Number 071619-MSL, and authorizes a contract contingency up to 10% (\$15,708.37). The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change; and
2. The City Council hereby affirms the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of May, 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: May 17, 2022
ITEM #: G.16
SUBJECT: Amendments to the City Municipal Code related to Commercial Cannabis Retail Uses

Recommendation for Action: Staff recommends that the City Council:

1. Receive this Report;
2. Conduct a public hearing;
3. Find that neither of these Ordinances constitute a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061 (b) (3) of Title 14 of the California Code of Regulations as set forth in this Ordinance; and
4. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 17.110 of the City of Woodland Zoning Code, Exhibit B of the Interim Zoning Code, and Table 8.1 of the Downtown Specific Plan;
5. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 5.28 of the City of Woodland Municipal Code related to Cannabis Business Permits;
6. Adopt Resolution No. _____, to update Regulatory Permit Fees related to cannabis businesses.
7. Approve a \$90,000 contract amendment with HdL Companies for a total contract amount of \$118,500; and
8. Direct staff to return to City Council with a proposed ballot measure for the November 8, 2022 election to establish a cannabis business tax in the City of Woodland.

Staff Contacts:

Cindy Norris, Principal Planner, (530) 661-5911, cindy.norris@cityofwoodland.org
Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

Perfect Union, a commercial cannabis retailer that originally approached the City with this inquiry, funded the initial Ordinance development costs through a developer deposit account. The City's General Fund has covered costs subsequent to the November 16, 2021, Council meeting. Depending on the final implementation of a retail cannabis program by the City Council, there is potential for realized revenue through negotiated operating agreements and/or development agreements with applicants that receive Conditional Use Permits. The proposed fees are intended to fully recover staff costs associated with administering and enforcing the City's Commercial Cannabis Program. Total revenue to be generated by the proposed fees will depend entirely upon the number of Commercial Cannabis Business Permits issued by the City, limited by the caps imposed on the number of Conditional Use Permits established by the City Council.

Currently, the City collects two types of revenue associated with cannabis businesses: Permit and Community Benefit Fees.

Permit Revenue, when a new business applies for a permit the City will collect \$46,280 to allow for staff to review and process the application. This includes site visits by both Community Development and Police staff. Thereafter, businesses are responsible for requesting a renewal of the permit on an annual basis. These permit fees pay for program oversight, Police site visits and Police compliance, accounting, and an annual financial audit. Staff, over the last few years, have refined the Permit renewal cost for Manufacturing and Distribution businesses, staff estimates it will cost \$10,000 for a financial audit and \$7,621 in staff time; for Testing/Lab businesses, staff estimates it will cost \$10,000 for a financial audit and \$6,115 in staff time; and for Retail businesses, staff estimates it will cost \$12,000 for a financial audit and \$7,621 in staff time. These revised renewal permit fees are included in the staff recommendation as a change to existing fees.

Currently, existing cannabis businesses are comprised of two manufacturing and one distribution. The City does not make revenue above the cost of service on these fees and is legally only allowed to charge the City's cost of doing business. From FY2018/19 through FY2021/21 the City has collected \$365,551 and the City estimates \$46,326 in permit renewal fees in FY2021/22. Total revenue over the course of four (4) fiscal years is estimated to be \$411,877. See attachment 10 (ATT 10).

The City also collects a Community Benefit Fee that has been agreed to by the existing cannabis businesses in the City. The City negotiates an operating agreement with each of the cannabis businesses whereby a percent of gross receipts is remitted to the City. These funds assist the City in providing general services to the community. The percentage of the gross receipt sales is negotiated with each business but is normally about 5%. From FY2019/20 through FY2020/21 the City has collected \$344,373 and the City estimates \$240,000 in community benefit fees in FY2021/22. Total revenue over the course of three (3) fiscal years is estimated to be \$584,373. See attachment 10 (ATT10). It is difficult to estimate the future potential additional community benefit funds that may be realized from cannabis retail sales as it will depend upon the success of the business and the negotiated percentage of the gross receipt sales. At minimum, assuming a similar realized community benefit as existing businesses, total additional annual revenue will be a minimum of \$240,000, but likely much greater given the higher volume of taxable sales from retail uses.

Report in Brief:

This report presents the proposed amendments to the City of Woodland Municipal Code, including Chapter 17.110 Zoning Ordinance, to the Interim Zoning Code, and to the Downtown Specific Plan to provide regulations allowing consideration for commercial cannabis retail activities. The report also presents proposed amendments to Chapter 5.28 of the City of Woodland Municipal Code regarding Cannabis Business Permits and updates to the regulatory permit fees related to cannabis businesses. The Council is also asked to weigh in and provide input regarding future cannabis retail conditional use permit application processing and review.

This item was previously reviewed on November 16, 2021, at which time the City Council directed staff to consider additional amendments regarding buffers for sensitive uses, overconcentration, and social equity requirements. City staff have reviewed subsequent amendments with the City Council Subcommittee on March 4, 2022 and the joint Planning Commission and City Council Subcommittee on March 15, 2022. On May 5, 2022, the Planning Commission, at their regularly scheduled meeting, reviewed the proposed amendments and recommended approval by the Council, on a vote of 6-0, with one member absent.

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

Amendments to both the Zoning Ordinance Chapter 17.110 and the Cannabis Business Permit Chapter 5.28 have been provided to address concerns raised by the City Council at their November meeting.

The report also recommends that the City Council direct staff to prepare materials so that the Council can consider placing a measure on the November 8, 2022 ballot for a cannabis business tax. Cannabis business taxes of this type are common in communities that allow for retail cannabis businesses and would provide a needed source of revenue to the City

Background:

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

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

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

In 2021, interested members of the community and cannabis industry approached the City to request consideration for amendments to the current regulations to allow retail cannabis dispensaries. In response to the most recent inquiry from Perfect Union and their commitment to fund the City's efforts to evaluate ordinance updates, the City initially engaged an Ad Hoc Cannabis Subcommittee made up of members of the City Council, Planning Commission, and supported by City Planning staff and the City Attorney. Based on the recommendations of the Subcommittee, ordinance amendments were drafted.

On October 7, 2021, the Planning Commission reviewed the amendments and recommended approval by the City Council. However, at their November 16, 2021, meeting, the City Council directed staff to consider additional amendments to the Ordinance regarding allowed locations, buffers for sensitive uses, overconcentration, and social equity requirements. Subsequent amendments were reviewed with the City Council Cannabis Subcommittee on March 4, 2022, and the joint Planning Commission and Council Subcommittee on March 15, 2022.

Discussion:

Zoning

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

Recommended edits to the Zoning Ordinance Chapter 17.110 subsequent to November 16, 2021, include:

- Requiring additional information regarding the applicant's experience and qualifications.
- Requiring the applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood.
- Authorizing the Community Development Director to prepare evaluation and scoring criteria, which may

be

used for making recommendations to the Planning Commission and City Council.

- Requiring that public notice be provided to all properties within a 600-foot radius of the proposed project site, 10-days prior to any scheduled public hearing date.
- Requiring that a highly visible public notice, defined as 4-foot by 8-foot in size, be posted on site.
- Requiring that no cannabis retailer shall be closer than 500-feet to any other cannabis retailer and that no more than two (2) cannabis retailers shall be located within 1,000 feet of each other in order to limit overconcentration.
- Allowing the City Council the ability to consider exceptions to the 600-foot buffer and concentration requirements based on specific findings, such as the separation of cannabis retail uses by a significant physical barrier, no expressed evidence of public concern, potential economic revitalization to the proximate area, and that there will be no public health, safety, or nuisance issues.

The amended and updated draft Chapter 17.110 of the Zoning Ordinance is included as Attachment 2. The original proposed revisions to the Zoning Code, Interim Zoning Ordinance, and Downtown Specific Plan District A are shown in **black bold and underline**. Subsequent amended text to the Zoning Code Chapter 17.110 is shown in **blue bold and underline**. Amendments to the Interim Zoning Ordinance and Downtown Specific Plan District A are shown in Attachments 3 and 4. A map providing illustrations of proposed cannabis retail land use locations and the 600-foot sensitivity buffer are provided in Attachment 8. A copy of the City Council staff report from November 16, 2021, is provided in Attachment 9.

Cannabis Business and Operating Requirements

Every business interested in opening a commercial cannabis business in the City of Woodland will need a CUP, Cannabis Business Permit (CBP) and State of California License. The CBP ordinance, Chapter 5.28 of the Municipal Code, provides the regulatory conditions for cannabis business operations.

The CBP review requires the submittal of extensive information regarding business operations. The proposed amendments to Chapter 5.28 allow for issuance of CBPs to cannabis retailers, and include specific operational requirements that will apply to those retailers. The original proposed revisions are shown in black bold and underline. Subsequent amended text to Chapter 5.28 is shown in blue bold and underline. (Attachments 5 and 6.)

Recommended edits to the Cannabis Business Permit Ordinance Chapter 5.28, subsequent to November 16, 2021 include amendments to the Application Requirements (5.28.180) including:

- Requiring additional information from the applicant and interested parties concerning prior experience, certifications, and training.
- Requiring additional information regarding Business Operations (5.28.180.6) including:
 - o Additional information in the Business Plan
 - o Providing a Community Benefit Plan
 - o Providing Social Policy and Local Enterprise Plan
 - o Clarifications to the Community Relations and Neighborhood Compatibility Plan

The new requirement for a Community Benefit Plan requires submittal of a plan describing the benefits that the cannabis business has provided or will provide to the local community including direct aid, participation in, and commitment to funding the work of local non-profits, community, civic, or social service based organizations.

The new requirement for a Social Policy and Local Enterprise Plan requires submittal of a plan describing the applicant's plans for local outreach and hiring of residents of the City of Woodland and/or compensation for continuing education, and any other actions intended to benefit the local workforce and/or the applicant's local employees.

The amended requirement for a Community Relations and Neighborhood Compatibility Plan requires the

applicant to describe how the cannabis business will proactively address and respond to complaints from the surrounding community related to noise, odor, litter, vehicle, and pedestrian traffic and any other activities that could become a nuisance.

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

Regulatory Permit Fees

On December 19, 2017, the City adopted Resolution 6982 to allow for cost recovery associated with commercial cannabis activities. The fees are charged at the time of initial approval of the Cannabis Business Permit (CBP) and at annual renewal.

New Business Commercial Cannabis Permit Fees are in addition to any Conditional Use Permit application fee, and are charged on a one-time non-refundable basis to cover costs associated with processing applications from businesses applying for a City of Woodland CBP. The New Business fees were established in December 2017 and remain unchanged except for the addition of a Retail Category, and that the fees be subject to an annual Consumer Price Index (CPI). This would allow for better cost recovery and is similar to most fees assessed city-wide.

When a new manufacturing, distribution, or retail business applies for a permit, the City will collect \$46,280 to allow for staff to review and process the application. Testing and Delivery businesses pay a lower initial startup fee. This fee includes site visits by both Community Development and Police. Thereafter, businesses are responsible for requesting a renewal of the permit on an annual basis. These permit fees pay for program oversight, police site visits and police compliance, accounting, and an annual financial audit. The renewal fees are based on the type of cannabis business and previously have ranged from \$30,000 to \$32,500. Testing/Lab and Delivery Permits have had lower renewal fees.

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

In May of 2020, City Council authorized a reduction in renewal fees from December 2017. More recently, the city has recently had the opportunity to re-assess actual costs associated with the existing cannabis administration and enforcement activities and has also evaluated anticipated costs with the addition of retail storefront cannabis. As stated herein, these fees are intended for full cost recovery. The proposed revised renewal fees, including retail storefront uses, are provided below:

RENEWAL PROPOSED FEES

PERMITS	ANNUAL FEE
Manufacturing /Processing - Volatile	\$ 17,621
Manufacturing /Processing - Non-Volatile	\$ 17,621
Distribution	\$ 17,621
Testing / Lab	\$ 16,115
Retail	\$ 19,621
Delivery Permits	\$ 3,925

Re-Inspection Fee

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

Similar to the New Business Permit fees, staff is recommending that these renewal fees be subject to an annual Consumer Price Index (CPI). (Resolution provided in Attachment 7)

Planning Commission Review

On October 7, 2021, the Planning Commission held a public hearing to consider the proposed land use/zoning amendments. After reviewing the report and taking testimony, the Planning Commission voted unanimously to recommend approval of the amendments to City Council. There were five members present with one absence. On May 5, 2022 the Planning Commission reviewed the updated amendments to the previously proposed ordinance. After review of the report and taking public testimony, the Planning Commission voted to recommend approval of the subsequent amendments to the City Council by a vote of 6-0, with one absence.

Environmental Determination

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

The proposed regulatory ordinance establishes a permitting process and reasonable regulations on commercial cannabis businesses, to the extent that such businesses are authorized to operate in the City pursuant to state and local law, and does not independently authorize any particular cannabis business or use to establish or operate in the City. The regulatory business ordinance is therefore not a project subject to CEQA. As such, the Ordinance is additionally exempt from CEQA review pursuant to Business and Professions Code Section 26055(h).

Cannabis Business Tax Measure

City staff is also proposing that the City Council direct staff return to Council to discuss a potential ballot measure that would enact a local tax on cannabis businesses that would help to fund general city services. Pursuant to Proposition 218 (California Constitution, Article XIII C), all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election. As a result, if the City Council desires to impose a local tax on cannabis businesses within the City, the proposed tax must be approved by the voters in order to go into effect. Local taxes on cannabis businesses are common in communities that allow for retail cannabis businesses, and can be an additional source of revenue for local services. In the event that the cannabis business tax passed, it would replace the community benefit fee, as it applies to existing cannabis businesses in the City. In order to place a ballot measure on the November 8, 2022 election, the City Council must pass (by a 2/3 vote) a resolution placing the measure on the ballot on or before the June 21, 2022 Council meeting. If directed by Council, staff will return to Council next month with a proposed ballot measure for your consideration.

Cannabis Financial Audits

Lastly, the City has engaged HdL Companies to assist the City in performing cannabis financial audits to ensure that the City is receiving community benefit fee as agreed to in the various operating agreements. The City entered into a one (1) year agreement with HdL in March 2021, in order to audit cannabis business for the 2021 fiscal year. The cost of audit for the year was \$28,500. HdL has been instrumental in assisting the City in recognizing accounting errors and has ensured that existing cannabis businesses have remitted all community benefit fees due to the City. The City wishes to continue this contractual agreement with HdL and is recommending a contract extension of \$90,000 or \$30,000 per year (for three (3) years). Total contract would not exceed \$118,500. Contract costs are paid for by annual permit renewal fees.

Conclusion:

Staff recommends that the City Council:

1. Receive this Report;
2. Conduct a public hearing;
3. Find that neither of these Ordinances constitute a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061 (b) (3) of Title 14 of the California Code of Regulations as set forth in this Ordinance; and
4. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 17.110 of the City of Woodland Zoning Code, Exhibit B of the Interim Zoning Code, and Table 8.1 of the Downtown Specific Plan;
5. Introduce and waive the first reading of Ordinance No. _____, to amend Chapter 5.28 of the City of Woodland Municipal Code related to Cannabis Business Permits; and
6. Adopt Resolution No. _____, to update Regulatory Permit Fees related to cannabis businesses.
7. Approve a \$90,000 contract amendment with HdL Companies for a total contract amount of \$118,500.
8. Direct staff to return to City Council with a proposed ballot measure for the November 8, 2022 election to establish a cannabis business tax in the City of Woodland.

Prepared by: Cindy Norris, Principal Planner
Evis Morales, Finance Officer

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



Ken Hiatt
City Manager

Attachments:

1. ATT 1 - City Council Ordinance Relating to Zoning Updates 17.110
 2. ATT 2 - Cannabis Zoning Code Chapter 17.110 Amendments. (Att A to Ordinance)
 3. ATT 3-IZO Comprehensive Use Table Amendments (Att B to Ordinance)
 4. ATT 4-Downtown Specific Plan Table 8.1 (Att C to Ordinance)
 5. ATT 5 - CC Regulatory Ordinance 5.28 Amendments
 6. ATT 6 - Cannabis Business Permit Chapter 5.28
 7. ATT 7 - Cannabis Revised Fees - Contract Amendment Resolution (002)
 8. ATT 8 - Map of Retail Zones Sensitivity Buffer
 9. ATT 9 - November 16, 2021 CC Staff Report Cover
 - 10 ATT 10-Cannabis Fee Revenue
- .

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

WHEREAS, the City Council of the City of Woodland considered the proposed Ordinance to amend the Zoning Code regarding commercial cannabis retail uses during a duly noticed public hearing on November 16, 2021, and requested that staff consider additional amendments; and

WHEREAS, the City of Woodland Planning Commission considered the proposed amendments to the Zoning Code regarding commercial cannabis retail uses during a duly noticed public hearing on May 5, 2022, and voted _____ to recommend that the City Council adopt this Ordinance and the proposed Zoning Code amendments; and

WHEREAS, the City Council finds, based on the Planning Commission's recommendation, that this Ordinance is in general conformance with the City's General Plan and that the public necessity, convenience, and general welfare require the adoption of this Ordinance to balance the City's interests in maintaining and developing certain commercial cannabis activities in the City while preserving the public health and safety of Woodland residents; and

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular scheduled meeting of the City Council held on the 17th day of May 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

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

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

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

Woodland Municipal Code

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17.110.010 Purpose.

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

17.110.020 Applicability.

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

17.110.030 Definitions.

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

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

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

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

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

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

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

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

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

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

17.110.040 General conditions.

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

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

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

(1) The City Council may make an exception if there is clear evidence based on considerations such as the separation of sensitive uses by a significant physical barrier, no expressed evidence of public concern, and the potential revitalization of an existing blighted condition, that there will be no public health, safety, or nuisance issues due to closer proximity of cannabis retail uses to an identified sensitive use.

17.110.050 City Council review.

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

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

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

1. The type of proposed use by the applicant;
2. Whether the proposed use will be detrimental to the health, safety and welfare of the community;
3. Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties;

4. Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts;
5. The extent of support or opposition to the proposed use and location from members of the community, and applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood;
6. The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location;
7. The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area;
8. The background and the history of the applicant, including the experience and qualifications of the applicant and those persons involved in the management, oversight and day to day operations of the proposed use, the professional training and certifications of the applicant and/or persons involved in the management, oversight and day to day operations of the proposed use, and the nature and extent of problems on any premises where ~~he or she~~ the applicant has operated a cannabis business in the past; and
9. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use.
10. Whether the proposed license would enhance recreational or entertainment opportunities in the area.

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

E. The community development director or designee is authorized to administer reasonable guidelines and policies, including appropriate application periods for accepting requests for zoning approvals and use permits for cannabis retailers, consistent with this section, and evaluation and scoring criteria that may be used for the selection of cannabis retailers, in the event that the City receives more applications than the number of available conditional use permits. The community development director or designee may use such evaluation and scoring criteria for making recommendations to the Planning Commission and City Council on the proposed uses.

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

17.110.060 Cannabis manufacturing.

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

17.110.070 Cannabis laboratories and research.

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

17.110.080 Cannabis distribution facilities.

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

17.110.090 Cannabis cultivation.

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

17.110.100 Cannabis retailers.

A. Cannabis retailers may be permitted, subject to the requirements of this code including all applicable performance standards, and granting of a conditional use permit as provided in Chapter 17.132, and Section 17.110.050, in the Corridor Mixed Use East Street (CMU-E), Corridor Mixed Use West Main (CMU-WM), Corridor Mixed Use Kentucky (CMU-K); Corridor Mixed Use Light Industrial Flex Overlay (CMU-LIF), Community Commercial, Regional Commercial Light Industrial Flex Overlay (RC-LIF), Downtown Mixed Use (DMU) zone, District A. Cannabis retailers are prohibited in all other zoning districts of the City. Cannabis retailers are prohibited. (Prior code § 25-21.6-100)

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

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

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

D. Public notice of a commercial cannabis retail conditional use permit application shall be provided to all properties within a minimum 600-foot radius 10 days prior to any scheduled public hearing date, and the site shall be posted with a highly visible notice.

- (1) The highly visible notice shall be a minimum of 4 foot x 8 foot in size mounted on a freestanding sign or posted on the building frontage.
- (2) The applicant shall be responsible for posting the site consistent with a format provided by the City, and shall provide verification of such posting.

E. Cannabis retailers shall be no closer than 500-feet to each other, and no more than two (2) cannabis retailers shall be located within a 1,000 foot radius, except under the following circumstances:

- (1) The City Council may make an exception to Section 17.110.100 E if there is clear evidence based on

considerations such as the separation of cannabis retail uses by a significant physical barrier, no expressed evidence of public concern, and potential economic revitalization to the proximate area, that there will be no public health, safety, or nuisance issues resulting from the closer proximity of one cannabis retail use to another.

17.110.110 Additional regulatory requirements.

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

View the [mobile version](#).

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

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

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

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

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

8

Policies and Standards



8.3 ALLOWED LAND USES

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

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

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

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

table 8-1. Land Use Matrix

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

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

8. Policies and Standards



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

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

ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

Exhibit A: Chapter 5.28 with amendments

Woodland Municipal Code

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

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

5.28.020 Definitions.

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

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

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

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

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

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

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

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

“City Manager” means the City Manager and designee.

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

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

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

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

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

“Interested parties” means any of the following:

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

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

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

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

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

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

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

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

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

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

5.28.030 All State and local licenses required.

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

5.28.040 Payment of taxes.

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

5.28.050 Cannabis transfer between permitted businesses only.

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

5.28.060 Permits not transferable.

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

5.28.070 Service of notices.

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

5.28.080 Inspection authority.

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

5.28.090 Violations.

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

5.28.100 Severability.

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

Article 2. Notice and Appeal Process for Cannabis Business

Permits 5.28.110 Appeals.

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

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

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

5.28.120 Hearings—Generally.

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

5.28.130 Conduct of hearing.

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

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

5.28.140 Form, contents, finality of decision.

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

Article 3. Issuance of Cannabis Business Permits

5.28.150 Applicability and scope.

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

5.28.160 Cannabis business permit required.

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

5.28.170 Cannabis business permit program fee.

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

5.28.180 Applications for cannabis business permit.

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

professional, **consistent with Section 5.28.260 and approved by both the Police Chief and Community Development Director.**

- b. Lighting Plan. A lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the use.
- 5. Odor Control. A detailed ventilation plan describing the air treatment system, or other methods that will be implemented to prevent offensive odors generated from the manufacturing, testing and/or storage of

cannabis from being detected outside the buildings on the site.

6. Business Operations.

a. Business Plan. A plan describing how the cannabis business will operate in accordance with this code, State law, and other applicable regulations. The business plan must include ownership and qualifications, budget, quality control, inventory control, plans for hours of operation, handling cash, and transporting cannabis and cannabis products to and from the business site, as may be applicable.

b. Community Benefit Plan. A plan describing the benefits the cannabis business has provided or will provide to the local community including direct aid, participation in, and commitment to funding the work of local non-profits, community, civic, or social service based organizations. The development of public outreach and education program related to risks of youth and drugs, and any other agreed upon community benefit between the City and applicant.

c. Social Policy and Local Enterprise Plan. A plan describing applicant's plans for local outreach and hiring of residents of the City of Woodland for open positions and/or compensation for continuing education, and any other actions proposed by applicant that are intended to benefit the local workforce and/or applicant's local employees.

d. Community Relations and Neighborhood Compatibility Plan. A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted. ~~The community relations plan must include a description of the community benefit the business will provide, or proposes to provide, to the surrounding community.~~ The plan should additionally describe how the cannabis business will proactively address and respond to complaints from the surrounding community related to noise, light, odor, litter, vehicles and pedestrian traffic and any other activities that could become a nuisance or have impacts on the cannabis business's neighbors and the surrounding community.

e. State Licenses. Copies of the applicant's State licenses relating to cannabis, as required by State law. If the applicant applies for a cannabis business permit prior to the State issuing the appropriate licenses, the applicant shall specify which State license(s) will be obtained once the State begins issuing licenses.

f. Tax Compliance. A current copy of the applicant's City business license tax certificate, State sales tax seller's permit, and the applicant's most recent year's financial statement and tax returns, as may be applicable.

g. Insurance. The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis manufacturing business.

h. Budget. A copy of the applicant's most recent annual budget for operations.

i. Price List. A list of the most recent prices for all products and services provided by the applicant, as may be applicable.

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

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

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

a. Releases the City, and its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of this chapter or any provision of the Zoning Ordinance relating to the cannabis business, and (ii) any arrest or prosecution of the applicant or its managers, employees, or members for violation of State or Federal laws; and

b. Defends, indemnifies, and holds harmless the City and its agents, officers, elected officials, and employees from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the manufacturing site, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of cannabis or cannabis products at the business site.

c. Agrees to abide by the requirements of this code and any other operating terms and conditions as mutually agreed by the parties to ensure that the [social policy and local enterprise plan commitments and](#) community benefits derived from the proposed cannabis business adequately address potential adverse impacts.

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

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

5.28.190 Application process.

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

5.28.200 Denial of a cannabis business permit.

A. The Community Development Director may deny a cannabis business permit if he or she determines that one or more of the following circumstances exist:

1. The application received is incomplete, filed late, or not responsive to the requirements of this article;
2. The application contains a false or misleading statement or omission of a material fact;
3. The operation of the business site described in the application fails to comply with any of the requirements in this code, State law, or any other regulation;
4. The applicant has not received a conditional use permit from the City for the corresponding cannabis business.
5. The applicant or any of its managers has any unpaid and overdue administrative penalties imposed for violations of this chapter;
6. ~~Within 12 months of the date of application, either the applicant has had a State or local cannabis-related land use or business permit revoked; or any of its managers were associated with a cannabis business that had its cannabis-related permit(s) revoked;~~
7. The applicant was notified that it was conducting commercial cannabis activity in violation of this chapter and any other city of Woodland ordinances, codes and requirements, and failed to cure the violation in a timely manner;
8. The applicant is delinquent in payment of federal, state or local taxes and/or fees, and took no steps to cure the delinquency when notified by the appropriate agencies; or
9. Operation of the proposed cannabis business site, as represented in the application, is a threat to the public health, safety, or welfare.

B. The denial of a cannabis business permit is subject to and shall comply with Article 2 of this chapter. (Prior code § 13A-3-06)

5.28.210 Terms of cannabis business permit.

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

5.28.220 Renewal.

A. A permittee may apply for a cannabis business permit renewal by submitting to the Community Development Director at least 30 calendar days before the expiration of the permit, a renewal application and a non-refundable renewal fee in an amount set by resolution of the City Council. Failure to timely submit a renewal application prior to expiration of the permit shall result in permit expiration, and an application for a new permit shall be required pursuant to Section 5.28.180.

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

5.28.230 Suspending, modifying, or revoking a permit.

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

5.28.240 Emergency contact manager.

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

Article 4. Operating Requirements

5.28.250 Cannabis business site buildings.

A cannabis business site shall comply with the following requirements:

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

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

5.28.260 Cannabis business site security.

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

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

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

5.28.270 Cannabis employee requirements and cannabis work permit.

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

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

5.28.2870 Display of cannabis business permit.

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

5.28.2980 Signs (Non-Retail Cannabis Businesses).

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

5.28.30290 Site restricted (Non-Retail Cannabis Businesses).

- A. No **non-retail** cannabis business permittee shall open his or her cannabis business site to the general public.

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

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

5.28.3100 Juveniles prohibited.

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

5.28.3210 Cannabis consumption prohibited.

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

5.28.3320 Alcohol prohibited.

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

5.28.3430 Maintenance of records.

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

5.28.3540 Site management.

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

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

5.28.3650 Retail cannabis business operating requirements.

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

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

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

5.28.3760 Cannabis delivery services originating in city.

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

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

Article 5. Outside Cannabis Delivery Service Permits

5.28.38650 Cannabis delivery services originating outside of the City.

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

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

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

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

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING REVISED REGULATORY PERMIT FEES RELATED TO
COMMERCIAL CANNABIS BUSINESSES AND CONTRACT AMENDMENT WITH
HDL COMPANIES**

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

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

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

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

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

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

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

WHEREAS, in March 2021 the City entered into a contact agreement with HdL Companies for financial audits of cannabis business for one year

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

Section 1. That the City Council hereby approve and adopt the proposed new and annual renewal cannabis business permit fees for commercial cannabis retail uses as set forth in the staff

report dated May 17, 2022 and accompanying this resolution and shall include both new business permit fees and annual renewal fees for such licenses in the City's Comprehensive Fee Schedule.

Section 2. That the City Council hereby approves and adopts an amendment to both the new and annual renewal Cannabis Business Permit Fees in all categories to provide that said fees shall be updated annually on July 1st of each year to reflect the changes in the Consumer Price Index (CPI-U), San Francisco Area over the preceding twelve (12) months. CPI-U shall be added on July 1, 2023.

Section 3. That the City Council hereby approves a contract amendment of \$90,000 or \$30,000 per year extending the current agreement for an additional three year for a total contract amount of \$118,500.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of May 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayra Vega, Mayor

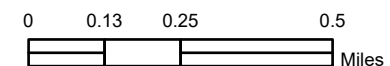
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney



- SENSITIVE LOCATION
- 600 FT BUFFER
- CANNABIS RETAIL ZONES
 - DOWNTOWN SPECIFIC PLAN - DISTRICT A
 - COMMUNITY COMMERCIAL
 - CORRIDOR MIXED USE - EAST ST
 - CORRIDOR MIXED USE - EAST ST/LIGHT INDUSTRIAL FLEX
 - CORRIDOR MIXED USE - KENTUCKY AVE
 - CORRIDOR MIXED USE - KENTUCKY AVE/LIGHT INDUSTRIAL FLEX
 - CORRIDOR MIXED USE - WEST MAIN
 - REGIONAL COMMERCIAL LIGHT INDUSTRIAL FLEX





TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: November 16, 2021

ITEM #: I.16

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

Recommendation for Action: Staff recommends that the City Council:

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

Staff Contact:

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

Fiscal Impact:

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

Report in Brief:

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

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

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

Background:

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

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

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

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

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

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

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

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

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

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

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

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

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

Discussion:

Zoning

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

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

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

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

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

Proposed Allowed Uses

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

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

Zoning Definition

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

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

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

Proposed Locations

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

Proposed Number of Cannabis Retailers

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

Proposed Incidental Distribution

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

Review Process and Evaluation Criteria

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

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

Cannabis Business and Operating Requirements

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

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

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

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

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

Regulatory Permit Fees

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

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

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

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

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

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

RENEWAL PROPOSED FEES

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

Re-Inspection Fee

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

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

Planning Commission Review

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

Environmental Determination

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

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

Public Noticing

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

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

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

Conclusion: Staff recommends that City Council:

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

Prepared by: Cindy Norris, Principal Planner

Reviewed by: Brent Meyer, Community Development Director



Ken Hiatt
City Manager

Attachments:

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

Attachment 10 (ATT 10)

Cannabis Fee Revenue

	FY2018/19	Actual FY2019/20	FY2020/21	Projected FY2021/22	Total
Permit/Permit Renewal Fees	\$ 185,120	\$ 40,130	\$ 140,301	\$ 46,326	\$ 411,877
	FY2018/19	Actual FY2019/20	FY2020/21	Projected FY2021/22	Total
Community Benefit Fee		\$ 104,511	\$ 239,862	\$ 240,000	\$ 584,373
			Total Fees Collected	\$	996,250



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: H.17
SUBJECT: Rescind Urgency Ordinance 1664 "Temporary Outdoor Use Permit" and Adopt Citywide Parklet Program

Recommendation for Action: Staff recommends that the City Council:

- 1.) Introduce and waive first reading of Ordinance No. _____, rescinding Urgency Ordinance No. 1664 originally adopted June 2, 2020, pertaining to Temporary Outdoor Use Permits;
- 2.) Adopt Resolution No. _____, approving a citywide Parklet Program to allow for parklets within the city right-of-way, utilizing not more than two (2) city parking spaces in the absence of, or limited private outdoor seating for an annual fee; and appropriate \$125,000 from the General Fund to this Program, to financially assist business owners with construction costs associated with (re)constructing and/or enhancing existing parklets.

Staff Contact:

Stephanie Burgos, Business Engagement & Marketing (530) 661-5920, stephanie.burgos@cityofwoodland.org

Fiscal Impact:

The City will provide up to \$125,000, which will assist new applicants or current permit-holding businesses in (re)constructing and/or enhancing their parklets within the public right-of-way. The City was allocated \$11.1 million in American Rescue Plan Act (ARP) funding from the federal government. A significant portion of this funding (\$10 million) can be used by the City to pay for general government functions, which has, in turn, created some limited-term and one-time funding flexibility in the City's General Fund. The proposed allocation of funding is consistent with the ARP spending plan reviewed and approved by the City Council at their March 15th meeting. The funds for this project will be allocated from the General Fund reserve balance, and an appropriation of this money is recommended.

Additionally, City street crew resources may be utilized for the installation of traffic safety features on, or near, the parklets. An annual Parklet Permit fee of \$500 per parking space, for a maximum of two parking spaces, will be collected to help cover staff costs associated with initial and annual review and installation of parklets as applicable.

Background:

In response to the COVID-19 pandemic and global health crisis, the Federal, State, and County governments declared a state of emergency, to which the City of Woodland followed suit. As a result of the State of California's March 19, 2020 Stay-at-Home Order and the County Health Officer's orders, numerous business sectors were required to shut their doors or limit building occupancy to the public, in accordance to the Governor's and County's discretion. Considering the adverse financial effects of these mandatory closures, the City of Woodland issued an Urgency Ordinance (Ordinance No. 1664) and Temporary Outdoor Dining & Use Permit to allow businesses to expand their business activity outdoors.

This Ordinance and Permit effectuated by the City Council on June 2, 2020, is valid until the termination of the State and County's state of emergency in response to COVID-19, or until rescinded by the City Council. Under the current Ordinance and Permit, any emergency temporary use permit that has been issued pursuant to this Ordinance is set to expire thirty (30) days after its termination.

The current Temporary Outdoor Dining & Use Permit is available on the City of Woodland website here: <https://www.cityofwoodland.org/1271/Outdoor-Dining-Use-Permit>, and will be updated with the new Permit Program Materials by the end of May 2022.

Since the Permit's establishment, the City has issued free temporary outdoor use permits to 21 Woodland businesses including 19 restaurants, 1 personal care service, and 1 fitness studio. 14 of these businesses encroached onto their private property, while 7 encroached onto the Downtown public right-of-way (i.e. public parking spaces).

In an effort to monitor the impact of these parklets occupying public parking spaces, two surveys were administered by the City in the Summer of 2021.

The first was a face-to-face survey conducted with existing permit holders to gather information about their perception of the direct impacts (costs and funding, frequency of use, payroll, and business revenue) that the parklets have made on each of their businesses.

The second was a face-to-face and digitally disseminated survey, to which 38 Downtown businesses responded about their perception of the indirect impacts that the parklets have made on their businesses. Results of this survey indicated that well over half of Downtown businesses were in favor of keeping the parklets, highlighting increased foot traffic in Downtown, acknowledgement of the parklets' role in helping permit-holding businesses stay afloat throughout the pandemic, and availability of outdoor seating. A minority of businesses were in favor of scaling back the parklets or having them completely removed. Concerns about parklets in Downtown focused on reduced parking, traffic slowdowns (due to the red flashing lights), cleanliness of the parklets, storefront visibility, and homeless issues.

The City held a Downtown Business Meeting in November 2021, at which time the survey results were shared with business owners. The City also shared Downtown parking statistics generated by Just Another Parking App (JAPA), looking at the availability of parking spaces on Main Street, First Street and the parking lot in front of City Hall. The generated statistics illustrated that parking in these areas, on average, reached a 60% occupancy rate, and at the most, only hit 80% occupancy – indicating that despite the presence of parklets, there is consistent availability of parking in Downtown Woodland.

In December 2021, the permit-holding fitness studio voluntarily removed its parklet. In January 2022, one of the permit-holding restaurants was asked by the City to scale their parklet from two spaces to one space, notably as this restaurant was the only one out of all permit-holding businesses encroaching on the public right-of-way that already had private back patio seating.

Discussion:

Parklets remain an important and desirable option for Downtown businesses, particularly restaurants and cafes, to support business activity and recovery from the devastating and compounding financial impacts of the COVID-19 pandemic. Taking the feedback received from existing parklet owners and adjacent downtown businesses (as discussed above), City staff have worked to update and improve the original Temporary Outdoor Dining & Use Permit to create a semi-permanent Parklet Program, which attempts to address expressed concerns, provides enhanced design requirements/approval, incorporates annual maintenance review, and paves the way towards a more pedestrian-friendly Downtown.

This updated Parklet Program (“Program”) proposes to:

- Provide long term use of the public right-of-way (i.e. parking spaces) for an annual renewal fee to the City of \$500 per parking space, for a maximum of two parking spaces. Per discretion of the City, no parklet may exceed two parking spaces in a row, regardless of the businesses it serves. The renewal process shall include both the renewal fee, as well as a City-conducted review of the parklet structure. Renewals shall be processed by the City by September 30th of every year, with prorated monthly fees, as applicable.
- Provide up to \$20,000 in one-time funding from the allotted \$125,000 from the General Fund per qualifying applicant to (re)construct parklets within a maximum of two consecutive public parking spaces, and enhance parklets in accordance with City requirements outlined in the Program.
- Where structural modification is required for businesses of existing parklets that are currently encroaching on a maximum of 2 parking spaces, parklet owners shall have until October 1, 2022 to be in compliance with the Permit's requirements, while business owners that are currently encroaching on a maximum of 3 parking spaces, or new business applicants, shall have until November 1, 2022 to be in compliance with the Permit's requirements. However, all Parklet Program applications must be submitted by all applicants to the City by September 1.

Any permit holding business of a current Temporary Outdoor Dining & Use Permit that does not comply or wish to participate in the program must completely remove their parklet at their own cost by September 1, 2022. After this date, businesses that wish to encroach onto privately owned outdoor space must submit a request to the City's Planning Department for design review and approval. Businesses that do not currently have parklets in the public right-of-way and wish to expand onto it may apply for funding consideration to build a new parklet in the public right-of-way, and will be held to comply with the requirements of the Program. Once issued, the Community Development Director may revoke use of the public right-of-way if the applicant violates any of the conditions outlined within the Parklet Program. An applicant may appeal the Community Development Director's decision to the City Manager. The decision of the City Manager shall be final.

During the pandemic and beyond, the Program stipulations seek to create a long term balance of the designated public right-of-

way between permit and non-permit holding businesses, as well as the community at large. For example, the maximum two-parking space allowance will minimize encroachment on the public right-of-way and adjacent storefronts by reallocating several parking spaces that are currently occupied by parklets back to the public for parking. Parklets that partially or fully block adjacent businesses' storefront visibility shall require written approval from the affected business owner as well as the property owner if different. Program requirements regarding the parklets' overall look-and-feel include, but are not limited to, requiring installation of ADA-compliant wooden decking, plants and greenery, and ADA-compliant dining tables. While the annual review of the parklets will take place with permit renewal in September, City staff will inspect the parklets on a routine basis to ensure compliance with all program requirements including maintenance/cleanliness. The traffic signals on Main Street will remain in red flash while the City evaluates the balance between the parklet program and vehicle traffic flow to ensure the downtown accommodates all users of the area.

Conclusion:

Staff recommends that City Council:

1. Introduce and waive first reading of Ordinance No. _____, rescinding Urgency Ordinance No. 1664 originally adopted June 2, 2020, pertaining to Temporary Outdoor Use Permits;
2. Adopt Resolution No. _____ approving a citywide Parklet Program to allow for parklets within the city right-of-way, utilizing not more than two (2) city parking spaces in the absence of, or limited private outdoor seating for an annual fee; and appropriate \$125,000 from the general fund to this Program, to financially assist business owners with construction costs associated with (re)constructing and/or enhancing existing parklets.

Prepared by: Stephanie Burgos, Business Engagement & Marketing

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



Ken Hiatt
City Manager

Attachments:

1. Resolution_Citywide Parklet Program Permit
2. Ordinance Rescinding Ordinance 1664 - Emergency Outdoor Use Permit - COVID 19
3. Application_Parklet Program Grant
4. Citywide Parklet Program Permit
5. Guidelines_Parklet Program Grant
6. Appendix 1-Rules and Reg_Parklet Program Permit

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A CITYWIDE PARKLET PROGRAM TO ALLOW FOR PARKLETS
WITHIN THE CITY RIGHT-OF-WAY; AND ALLOCATING \$125,000 FROM THE
GENERAL FUND TO THIS PROGRAM**

WHEREAS, in response to the COVID-19 pandemic and global health crisis, the President of the United States, the Governor of the State of California, the County of Yolo, and the City of Woodland, have each proclaimed a state of emergency; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 (the “Stay-at-Home Order”), ordering all State of California residents to shelter at home or at their place of residence, except as needed to ensure continuity of operations in essential critical infrastructure sectors and additional sectors as directed by the State Public Health Officer; and

WHEREAS, as the result of the Stay-at-Home Order and the County Health Officer’s orders, businesses that serve food or beverages were only permitted to provide food and beverages by take-out or delivery; and

WHEREAS, considering the adverse financial effects of these mandatory closures, the City of Woodland issued an Urgency Ordinance (Ordinance No. 1664) creating a Temporary Outdoor Dining & Use Permit on June 2, 2020, which is valid until the termination of the State and County’s state of emergency in response to COVID-19, or until rescinded by the City Council; and

WHEREAS, since the Permit’s establishment, the City issued free temporary outdoor use permits to 21 Woodland businesses including 19 restaurants, 1 personal care service, and 1 fitness studio, 14 of which encroached onto their private property, and 7 of which encroached onto the Downtown public right-of-way (i.e. public parking spaces); and

WHEREAS, in an effort to monitor the impact of these parklets occupying public parking spaces in Downtown, two surveys were administered by the City in summer 2021, one with permit-holding Downtown businesses to and another with 38 Downtown businesses; and

WHEREAS, results of this survey indicated that a majority of Downtown businesses were in favor of keeping the parklets, highlighting increased foot traffic in Downtown, acknowledgement of the parklets’ role in helping permit-holding businesses stay afloat throughout the pandemic, and availability of outdoor seating; and

WHEREAS, a minority of businesses were in favor of scaling back the parklets or having them completely removed. Concerns about parklets in Downtown focused on reduced parking, traffic slowdowns (due to the red flashing lights), cleanliness of the parklets, storefront visibility, and homeless issues; and

WHEREAS, parklets remain an important and desirable option for Downtown businesses, particularly restaurants and cafes, to support business activity and recovery from the devastating and compounding financial impacts of the COVID-19 pandemic; and

WHEREAS, the proposed Parklet Program is updated to allow for semi-permanent parklets in the Downtown to meet ongoing business needs, while also addressing specific concerns noted in the city conducted surveys.

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

Section 1. The City Council hereby approves the Parklet Program (Exhibit A), providing long term use of the public right-of-way (i.e. parking spaces) for an annual renewal fee to the City of \$500 per parking space, for a maximum of two parking spaces. Per discretion of the City, no parklet may exceed two parking spaces in a row, regardless of the businesses it serves. The renewal process, shall include both the renewal fee, as well as a City-conducted review of the parklet structure. The initial application and all consecutive renewals shall be submitted to the City by September 1st of every year, with prorated monthly fees, as applicable.

Section 2. The City Council hereby authorizes the appropriation of \$125,000 from the General Fund to provide up to \$20,000 in one-time funding per qualifying applicant to (re)construct parklets within a maximum of two consecutive public parking spaces, and enhance parklets in accordance with City requirements outlined in the Program.

Section 3. CEQA. This Ordinance qualifies for a categorical exemption from the California Environmental Quality Act (CEQA) under Section 15301, Class 1 (Existing Facilities), of the CEQA Guidelines. This exemption applies to a class of projects that are considered not to have a significant effect on the environment. This includes projects that consist of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed project consists of allowing minor site alterations to create temporary ancillary outdoor dining areas or curbside/storefront pick-up areas for existing retail businesses and restaurants. The project would not have a significant effect on the environment. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega
Mayor

ATTEST:

Ana B. Gonzalez
City Clerk

Ethan Walsh
City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND RESCINDING URGENCY ORDINANCE NO. 1664, WHICH AUTHORIZED THE COMMUNITY DEVELOPMENT DIRECTOR TO GRANT EMERGENCY TEMPORARY OUTDOOR USE PERMITS DURING THE COVID-19 EMERGENCY

WHEREAS, in response to the COVID-19 pandemic and global health crisis, the President of the United States, the Governor of the State of California, the County of Yolo, and the City of Woodland, have each proclaimed a state of emergency; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 (the “Stay-at-Home Order”), ordering all State of California residents to shelter at home or at their place of residence, except as needed to ensure continuity of operations in essential critical infrastructure sectors and additional sectors as directed by the State Public Health Officer; and

WHEREAS, as the result of the Stay-at-Home Order and the County Health Officer’s orders, businesses that serve food or beverages were only permitted to provide food and beverages by take-out or delivery; and

WHEREAS, considering the adverse financial effects of these mandatory closures, the City of Woodland issued an Urgency Ordinance (Ordinance No. 1664) and Temporary Outdoor Dining & Use Permit on June 2, 2020, which is valid until the termination of the State and County’s state of emergency in response to COVID-19, or until rescinded by the City Council; and

WHEREAS, parklets remain an important and desirable option for Downtown businesses, particularly restaurants and cafes, to support business activity and recovery from the devastating and compounding financial impacts of the COVID-19 pandemic; and

WHEREAS, the City seeks to implement an updated Parklet Program, which shall be considered by City Council on May 17, 2022.

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

Section 1. The Council hereby rescinds Ordinance no. 1664, which authorized the community development director to grant emergency temporary outdoor use permits during the covid-19 emergency. On the effective date of this Ordinance, Ordinance no. 1664 shall have no further force or effect.

INTRODUCED at a regular meeting of the City Council held on the 17th day of May, 2022 and **PASSED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting of the City Council held on the _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayra Vega
Mayor

Ana B. Gonzalez
City Clerk

Ethan Walsh
City Attorney



300 1st Street – Woodland, CA - 95695

Parklet Program Grant Application

Applicant Information

Name of business:
Contact person name:
Contact person email:
Contact person phone:
If selected, the address where grant funds should be mailed:

Business & Employee Information

Is your business a for-profit small business with no more than 20 full-time employees at the start of the pandemic? ☐ Yes ☐ No
I understand and certify that I currently hold the "Parklet Program Permit in order to qualify for this Grant: ☐ Yes ☐ In progress (submitted)
If applicable, how many full-time equivalent employees (FTE) did your business have at the start of the pandemic that worked an average of at least 30 hours per week? _____
<i>Note: Part-time employees can be considered an FTE employee (for example, two part-time employees that work 15 hours per week can be identified as one FTE)</i>



300 1st Street – Woodland, CA - 95695

Eligibility

Does the applicant certify that they meet all of the eligibility requirements outlined in the Guidelines document?

☐ **Yes** ☐ **No**

Funding allocation

Program funds must be used on the following (in order of priority). Indicate how funds will be allocated, along with estimated costs:

- ☐ (Re)construct the Parklet to either one or two publicly owned spaces, per discretion of the City.
➔ Estimated cost: _____
- ☐ Installation of wooden, weather-proof, and ADA compliant decking.
➔ Estimated cost: _____
- ☐ ADA compliant tables and seating.
➔ Estimated cost: _____
- ☐ Roofing/weather coverings per approval by the City
➔ Estimated cost: _____
- ☐ Greenery / plants
➔ Estimated cost: _____
- ☐ Heaters, misters
➔ Estimated cost: _____
- ☐ Lighting
➔ Estimated cost: _____
- ☐ Signage and other aesthetic enhancements
➔ Estimated cost: _____

Below, please write in other funding consideration requests (if not listed above):



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Indicate total funding request (adding together above costs - should not exceed \$20,000):

\$ _____

Required Attachments

Applications must contain each of the following attachments:

- ☐ W-9 form
- ☐ City of Woodland business license
- ☐ Payroll / employment records as of January 1, 2022
 - *This is to confirm your status as a qualifying small business*

Application Process

Eligible small businesses can submit completed applications beginning May 18, 2022 and ending July 31, at 5:00 PM.

The City will issue notice of award of funds on a rolling basis, as applications are received, and until funds are exhausted.

See "Guidelines" for full Application Process.

Signature of Applicant

Upon approval, this application becomes a binding contract between the City of Woodland and the applicant named above.

All the information provided above is accurate. The City may cancel the agreement at any time upon discovery that the information above is inaccurate.



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The applicant bears full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.

The applicant shall defend and indemnify the City and its employees from and against any and all claims, costs, and reasonable attorney fees that may arise from activities or events funded by these resources.

Applicant signature:

Date:



City of Woodland
Community Development Dept.
300 First St, Woodland CA 95695
(530) 661-5820
www.cityofwoodland.org

Parklet Program APPLICATION & PERMIT

- Annual Permit fee: \$500 per public parking space, up to two spaces -

This Program authorizes a business owner to expand onto a maximum of two (2) City owned parking spaces in the absence of, or limited private outdoor seating. The applicant is subject to an annual review by the City, in addition to a fee of \$500 per parking space, for a maximum of two parking spaces. Upon signing this application, the Applicant agrees to the provisions outlined in this document and "Appendix I – Rules and Regulation".

SUBMIT APPLICATION TO THE COMMUNITY DEVELOPMENT FRONT DESK AT 300 FIRST STREET OR VIA EMAIL TO

CDD-ECONOMICDEV@CITYOFWOODLAND.ORG

1. GENERAL

NAME OF APPLICANT: _____

NAME OF BUSINESS: _____

ADDRESS: _____

PHONE NUMBER: _____ **EMAIL:** _____

DAYS AND HOURS OF OUTDOOR DINING/USE OPERATION: _____

(IF DIFFERENT FROM BUSINESS OWNER):

NAME OF PROPERTY OWNER _____

PHONE NUMBER: _____ **EMAIL:** _____

SIGNATURE OF PROPERTY OWNER, AUTHORIZING USE OF PUBLIC RIGHT-OF-WAY FOR PARKLET: _____

2. OUTDOOR USE FORMAT

Check all that apply:

Request for use on PUBLIC property ☐ Sidewalk seating/use ☐ Parklet

3. INITIAL CONSENT CHECKLIST

➔ **INITIAL HERE** if submitting a written request to anchor/drill into sidewalk or road: _____

➔ **INITIAL HERE** to consent to own and maintain all improvements placed on public property AND to carry out repairs / replacement of Parklet amenities within 14 days of notification from the City: _____

➔ **INITIAL HERE** to consent to responsibility for maintenance of the gutter to ensure flow under/through any improvements placed adjacent the gutter, and provide access to underground utilities under Parklet or furniture upon City request within 24 hours: _____

➔ **INITIAL HERE** to provide \$1M General Liability Certificate of Insurance AND Policy Endorsement stating City of Woodland as Additional Insured before (re)construction of Parklet

➔ If expanding onto adjacent businesses' storefront(s):

INITIAL HERE to certify that you have received consent from adjacent business/property owner to expand onto adjacent space: _____

Adjacent business/property owner's name: _____

Phone number: _____

**SIGNATURE OF ADJACENT OWNER, AUTHORIZING USE OF PUBLIC RIGHT-OF-WAY FOR
PARKLET** _____

4. DESCRIPTION OF ZONE USE

*Provide a brief description of layout and furniture materials used **AND attach a SITE PLAN (diagram/drawing)** of how you plan to set up the zone, including tables, chairs, shade coverings, trash cans, etc. Please label streets if not apparent in diagram. Please note that an ADA accessible path of at least 4 feet must be ensured between the zone and storefront.*

5. SUBMISSION CHECKLIST

- ☐ **Application form** (present document)
- ☐ **Site Plan** (diagram/drawing), including number and spacing of tables, path of travel, shade structures, etc.
- ☐ **Certificate of Insurance AND Policy Endorsement for applicant business AND contractor** (if applicable) of \$1M General Liability stating City of Woodland (its agents, officers, and employees.) as insured (applicable if on PUBLIC property), specifically referring to Parklet or Sidewalk. See Appendix 1 "Rules & Regulations for details.
- ☐ Confirm having read and consent to requirements in Appendix I "Rules & Regulations"

6. SIGNATURES

Signature of Business Owner

Print Name

Date

Signature of Property Owner (if different
from Business Owner)

Print Name

Date

7. APPROVAL AND CONDITIONS (TO BE COMPLETED BY CITY OF WOODLAND)

CITY APPROVAL STAMP & DATE (REQUIRED PRIOR TO PARKLET SETUP)

CONDITIONS OF APPROVAL (IF APPLICABLE)



300 1st Street – Woodland, CA - 95695

Parklet Program Grant Guidelines

To support the backbone of our local economy, the City of Woodland will award funding to qualifying for-profit small businesses with a maximum of 20 full-time employees through the **Parklet Program** ("the Program").

Funds are limited, and not every eligible business is guaranteed assistance. See "Selection Process" below for more information.

Grant Funding

Small businesses may apply for a maximum of \$20,000 per parklet structure, regardless of how many businesses it serves, to assist in Parklet (re)construction and enhancements for a maximum of two City-owned parking spaces, as stipulated in the *Parklet Program Permit Application* and its companion document, *Appendix – Rules & Regulations for Parklet Program Permit*. **Applicants encroaching on 2 or fewer parking spaces shall have until October 1, 2022, while applicants encroaching on 3 or fewer parking spaces shall have until November 1 to be in compliance of the Parklet Program's stipulations and submit necessary invoices and receipts, totaling to at least the award amount.**

A total of roughly \$125,000 is available for allocation. The City hopes to support all qualifying applicants, but funds may be subject to award by criteria depending on the amount of applications (see "Selection Process").

Overview

The following topics are covered in this document:

- Eligible applicants
- Eligible uses of funds
- Application timeline
- Required application materials
- Selection
- Technical notes and definitions



300 1st Street – Woodland, CA - 95695

Eligibility

Eligible Applicants

- Applicant must be a for-profit small business that operates in the city of Woodland with at least one full-time employee (can include the owner) and no more than 20 full-time employees.
- Applicant must have limited, or no outdoor privately-owned seating, and be seeking to encroach onto City parking spaces.
- Applicant must currently hold the Parklet Program Permit, or have submitted an application for consideration.
- Applicants' total calendar year 2021 revenue must be less than \$2 million.

The following businesses are ineligible for this program:

- Businesses that have ample privately-owned outdoor seating, per the discretion of the City
- Businesses out of operation
- National franchises and fast-food chains, unless locally owned
- Lending and investment institutions, including real estate
- Insurance companies
- Gas stations
- Non-profit entities

Eligible Uses

Program funds must be used on the following (in order of priority):

- (Re)construct the Parklet to either one or two publicly owned spaces, per discretion of the City.
- Installation of wooden, weather-proof, and ADA compliant decking.
- ADA compliant tables and seating.
- Roofing/weather coverings per approval by the City
- Greenery / plants
- Heaters, misters
- Lighting
- Signage and other aesthetic enhancements

Written requests must be submitted to the City for consideration of funding allocation to uses absent from the above list.

Application Process

Application Timeline

Eligible small businesses can submit completed applications beginning May 18, 2022 and ending on July 31, 2022 at 5:00 PM.



300 1st Street – Woodland, CA - 95695

The City will issue notice of award of funds on a rolling basis, as applications are received, and until funds are exhausted.

Required Application Materials

- W-9 form
- City of Woodland business license
- Payroll / employment records as of January 1, 2022

Selection Process

The City hopes to fund all qualifying applicants, but priority will be given to businesses currently encroaching on public right-of-way.

City staff will make all final decisions on program eligibility and any related interpretations necessary to make a decision.

Technical Notes

Applicants must verify the business has experienced hardship due to COVID-19 (see "Required Application Materials").

Full-time employees (FTE) are defined as an employee who works at least an average of 30 hours per week.

Part-time employees can be considered an FTE employee for the purposes of this program (for example, two part-time employees that regularly work 15 hours per week can be identified as one FTE in the program application).

A business is defined as a sole proprietorship, a partnership, a corporation, a limited liability company, or other lawful business entities engaged in for-profit operations.

Applicants must operate out of a physical location within the boundaries of the City of Woodland, which have limited, or no private outdoor use space.

Per discretion of the City, no parklet may exceed two parking spaces in a row, regardless of the businesses it serves.

Applicant must have an active City of Woodland Business License and must be in good standing with the City and Yolo County in accordance with the following:



300 1st Street – Woodland, CA - 95695

- Complies with all applicable zoning, permit, and municipal or County code requirements.
- Not currently involved in litigation with the City or the County.
- Not subject to any liens or judgments by a city or the County related to the business.
- Applicants must be in compliance with all City, County, State, and Federal laws and regulations related to the operation of the business.

If an awardee has an outstanding City utility bill, the City will require that the grant award must **first** cover all outstanding City utility payments and that the business enroll in a utility payment plan.

Applicants who are involved or have been involved in any of the following legal or financial issues are not eligible:

- Applicant has been convicted of a criminal offense relating to the business.
- Applicant or the business is presently involved in bankruptcy or insolvency proceedings relating to the business.
- Applicant or the business is delinquent on any federal taxes, direct or guaranteed federal loans, federal contracts or federal grants relating to the business.
- Applicant or the business is currently suspended or debarred from contracting with the federal government for receiving federal grants or loans.



City of Woodland
Community Development Dept.
300 First St, Woodland CA 95695
(530) 661-5820
www.cityofwoodland.org

Appendix I - Rules & Regulations for Parklet Program Permit

Modified May 2022

These Regulations pertain to the “Parklet Program Permit Application”. The Applicant of this Permit consents to have read and agreed to the stipulations detailed within this document.

The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Applicant Business for a parklet. The City reserves the right to terminate any permit at any time due to non-compliance with the requirements outlined in this document and the Application. Additionally, issuance of a permit does not grant a vested right to continue operation of a parklet. The City may decline to renew a permit or terminate the Parklet Program at any time. Upon notification that a permit will not be renewed or that the Parklet Program has been terminated, the permittee shall remove the parklet from the premises and restore the road right-of-way to its original condition by the later of the expiration of the then-current permit or thirty days from the notification by the City.

Within this document:

- “Applicant” means the business applying for the permit.
- “Parklet” means a structurally sound outdoor use area within a public parking stall.

The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- 1) **Encroachment Permit:** As a condition to receipt of a Parklet Program Permit, the Applicant must also secure a long-term encroachment permit in accordance with Chapter 12.08 and specifically Section 12.08.090 of the Woodland Municipal Code. Applications for the Parklet Program Permit and the long-term encroachment permit may be processed concurrently.
- 2) **Insurance:**
 - a) Applicant - The Applicant shall maintain in full force and effect, at its sole cost and expense, Commercial General Liability insurance coverage for claims of bodily injury and property damage liability not less than \$1,000,000 for each occurrence. It shall provide the City with an Additional Insured Endorsement and primary and non-contributory endorsement **naming the City of Woodland and its officers, agents and employees as additional insured**, and clearly identifying additional areas of policy coverage including the address and location description

(including measurements) of outdoor patio/dining space and/or parklet. The City of Woodland can provide sample language to include within endorsement, as needed.

- b) Contractor – If construction for the parklet is performed by a Contractor, the Contractor shall provide proof of commercial general liability, automobile insurance, and workers compensation insurance (if applicable) to the City in amounts and with policies, endorsements and conditions required by the City for the Services. Please contact the City for these requirements.
- 3) **Indemnification:** The applicant shall indemnify, protect, defend, save and hold City, its officers, agents, and employees harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of the Business or its officers, employees, volunteers, and agents, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the business or its employees, subcontractors, or agents, or by the quality or character of the Business's work. It is understood that the duty of Business to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code and including attorney's fees. Acceptance by City of insurance certificates and endorsements required under this Permit does not relieve Applicant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall further survive the expiration or termination of this Permit. By execution of this Application, applicant Business acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Applicant.
- 4) **Americans with Disabilities Act (ADA):** The Parklet Area itself must have ADA compliant access and furthermore shall ensure ADA compliance in the immediate adjacent public right-of-way, unless circulation is otherwise rerouted at the discretion and approval of the City. In particular, a minimum four-foot (4'0") wide path of travel must be maintained along all pedestrian walkways from the Parklet to all storefronts, regardless of the width of the sidewalk. This provision additionally applies during the installation/construction phase of the proposed patio/parklet.
- 5) **Alcohol and Beverage Control (ABC) Regulations:** The Applicant shall comply with all applicable State and County laws and regulations pertaining to outdoor dining/use (including, but not limited to sale and consumption of alcoholic beverages) under this provision. Applicants shall furthermore comply with all applicable California ABC regulations regarding alcohol use for their operations within extended outdoor space. Applicants are solely responsible for securing a valid ABC license to allow/extend business operations within the Parklet. A Permit does not constitute approval by the ABC or City of alcohol use in the Parklet.
- 6) **Sanitation and social distancing:** While in effect, The Applicant is responsible for adhering to all health and safety standards as outlined by State of California and Yolo County.

- 7) **Waste management:** The Applicant is responsible for maintaining the Parklet Area free of trash and debris at all times. The Applicant is required to provide and install at least one of its own trash receptacles within the designated area and shall be emptied by the Applicant as needed throughout the day. City-owned trash receptacles nearby the Applicant's Parklet Area shall furthermore be monitored for waste associated with business activity and emptied by the Applicant as needed. City staff will be responsible for emptying these trash cans at the normal allotted frequency.
- 8) **Hours of operation:** Unless hours of operation are expressly extended or restricted by the Permit, hours of operation for the Parklet Area shall coincide with normal business hours of operation.
- 9) **Cost:**
- a) The Applicant shall be responsible for an annual renewal fee to the City of \$500 per parking space. Per discretion of the City, no parklet may exceed two parking spaces in a row, regardless of the businesses it serves. The renewal process, shall include both the renewal fee, as well as a City-conducted review of the parklet structure. The initial application and renewals shall be submitted to the City by September 1st of every year, with prorated monthly fees, as applicable.
 - b) The Applicant may apply for one time grant funding for up to \$20,000, until funds run out. Additional costs exceeding the awarded amount such as setup, maintenance, potential removal of the Parklet, etc. shall be borne by the Applicant.
 - c) The cost associated with stolen or vandalized items (i.e. tables, chairs, etc.) and / or materials of the Parklet (i.e. roofing, flooring, etc.) shall be borne by the Applicant, and repaired/replaced within 14 days of written notice from the City. The City is not liable for any stolen or vandalized materials associated with the Parklet, and therefore highly recommends locking all equipment when not in use.
- 10) **Materials, furniture, and decorative elements:** Materials used in association with the Parklet must be durable, load resistant (when relevant), weather treated and weather resistant, and easy to clean. **Applicant must keep area attractive, clean, and be able to easily repair or replace any broken / damaged components at their own cost within 14 days of written notice from the City.**
- a) Permanent roofing shall not obstruct adjacent business' storefronts and shall be subject to inspection/approval by the City. Shade structures such as umbrellas shall be well anchored so as not to blow into drive aisles or walkways. Shade structures must have a minimum 7' clear height from the sidewalk at all times. Canvas, canvas umbrellas, and pergola wooden or metal structures are permitted. Roofing and shade structures are subject to additional review/approval by the Community Development Department prior to installation.
 - b) Round bistro tables, high top seating, or any other tables are permitted given that they are made from metal, weather resistant or treated wood. Wooden tables shall be properly sealed (i.e. wood stain/varnish) to ensure longevity, cleanliness, and attractiveness. Unless authorized by the City of Woodland, indoor tables should not be used for outdoor seating. ADA seating must be ensured.

- c) Electrical wiring running along ground should be avoided, but if necessary, must be secured according to ADA requirements. Power to the parklet must be drawn exclusively from the Applicant's business – the Applicant shall not draw power from City lamp posts.
- d) LED lighting is required for all lighting.
- e) The parklet must have plants or other greenery to improve overall aesthetic. Plant selection and placement is subject to review/approval by the Community Development Department prior to installation. All plants must be maintained in good health by Applicant.
- f) Heaters and misters are subject to review by the City prior to installation.
- g) Temporary signage may be placed at or near the Parklet Area, provided that such signs do not block, impede or otherwise interfere with the roadway or sidewalk and the safe travel of vehicles and pedestrians (compliant with ADA standards). Signage shall be well anchored so as not to blow into the roadway or walkways.
- h) If **encroachment onto sidewalk or parking space extends to a neighboring storefront**, the **Applicant must consult with, and receive written approval from its neighboring businesses and property owner (if different from business owner)**. This written approval is to be submitted by the Applicant to the City, who will re-verify approval with the neighboring business in question.

11) PARKLET-SPECIFIC REQUIREMENTS:

a) **General:**

- i) Parklet design must be submitted to the City for consideration before construction. The Applicant must notify the City of renovations, furniture, or additional components that were not part of the original Parklet design for approval (prior to implementation).
- ii) Parklets are not permitted to occupy any space marked and designated for ADA parking.
- iii) Parklets are not permitted to be installed in areas marked with red curb for no parking near intersections.
- iv) Activity outside of the scope of the Applicant's business activity, including but not limited to live or amplified sound within the Parklet area is subject to City approval. Depending on the activity, the activity may also be subject to a Special Events Permit.

b) **Measurements (see diagram):**

- i) Each parking space measures approximately 7'5" wide x 22" long.
- ii) The curb is 5 ½-7 ½" high from the street.
- iii) Vertical barrier elements must be a minimum of 32" high and a maximum of 36" high. Plants and greenery may surpass this height requirement if written consent is given to the Applicant by the City.
- iv) Shade structures must have a minimum 7' clear height from the sidewalk at all times.
- v) The Parklet may extend past the parking stalls and encroach onto sidewalk if a minimum clear 4-foot ADA-compliant path is maintained between the use space and the storefront.

c) **Base/Platform Requirements:**

- i) The Parklet base should be a freestanding structural foundation that rests on the street surface and should be able to withstand 100 lbs. per square foot at a minimum. If the base is to be permanently attached to the street, curb, or adjacent planting strip, the applicant must first obtain written confirmation from the City.

- ii) Wood decking (pressure treated/weather resistant wood) shall be used as the Parklet's base. It shall be properly sealed (i.e. wood stain/varnish) to ensure longevity, cleanliness, and attractiveness. Decking must be ADA compliant. Routine staining/treating of wooden decking is required of applicant at its own cost.
- iii) The applicant must be able to **allow access to underground utilities beneath the parklet within 24 hours**. It is therefore strongly recommended for the Parklet to be built in easily removable sections.
- iv) Gutters must remain free of obstruction, must maintain proper gutter flow and must be kept clean by applicant, including parking spaces immediately adjacent to parklet. Screens shall be added to the ends of the Parklet gutter zones to reduce the amount of debris entering the gutter. The side of the base along the street side should be elevated at least ½ from the pavement to allow rainwater to flow underneath the base to the gutters. It is recommended that parklet design allow for ease of access to gutter beneath the parklet base for debris removal.
- v) No more than a maximum horizontal gap of ½ inch and maximum vertical height discrepancy of ¼ inch between the curb and the base is allowed.

d) **Perimeter/Enclosure Requirements**

- i) K-rails along with other safety buffers, such as heavy planters or filled wine barrels that can withstand a minimum of 200 lbs. of horizontal force must be placed along the sides of the Parklet that are exposed to vehicle traffic and/or parking.
- ii) K-rails may be provided by the City upon request. If provided, the applicant shall agree to assume all maintenance for the k-rail units and must replace if gone missing or irreparable. In particular, the Applicant must be able to have easy access to the k-rails in order to refill them with water (as water levels diminish over time).
- iii) The Parklet must have a continuous perimeter enclosing the k-rails within its design along the perpendicular and parallel edges to the street. The enclosure shall be placed in a manner to ensure small children and/or pets cannot enter the adjacent travel way, and k-rails must be completely enclosed so that they are out of sight from all angles.
- iv) Damages, including dented or broken perimeter walls or roofing must be replaced or repaired at the cost of the Applicant, within 14 days of written notice from the City.
- v) Plexiglas or other barriers shall not be installed unless written consent is given by both the City and any business owner (if visibility to said business owner's storefront could be hindered).
- vi) The Parklet's design shall be created such that a wheel stop can be installed along the sides perpendicular to traffic. Wheel stop shall be installed by City, at its discretion. If installed, the wheel stop shall be placed on the end mark/tee of its immediate adjacent parking stall. A clear distance of 4 feet shall be provided from the wheel stop's placement to the nearest point of the Parklet.
- vii) The Parklet's barrier must have retroreflective elements such vertical delineators or applied retroreflective tape to ensure visibility facing the street.
- viii) Appropriate LED lighting, such as string lights, shall be provided in the parklet during business hours and furthermore remain illuminated throughout the night for safety. Lighting must be connected to a timer.
- ix) Roofing must be pre-approved by the City before installation.

- 12) **Overview of prohibited activity within outdoor use space (unless otherwise approved in writing by City):**
- a) Consumption of alcohol except in compliance with a valid ABC license
 - b) Advertising from outside vendors
 - c) Amplified sound (ambient background music allowed)
 - d) Smoking
 - e) Storage of food trays or carts
 - f) Gas or diesel generators

Figure 1: Parklet setup

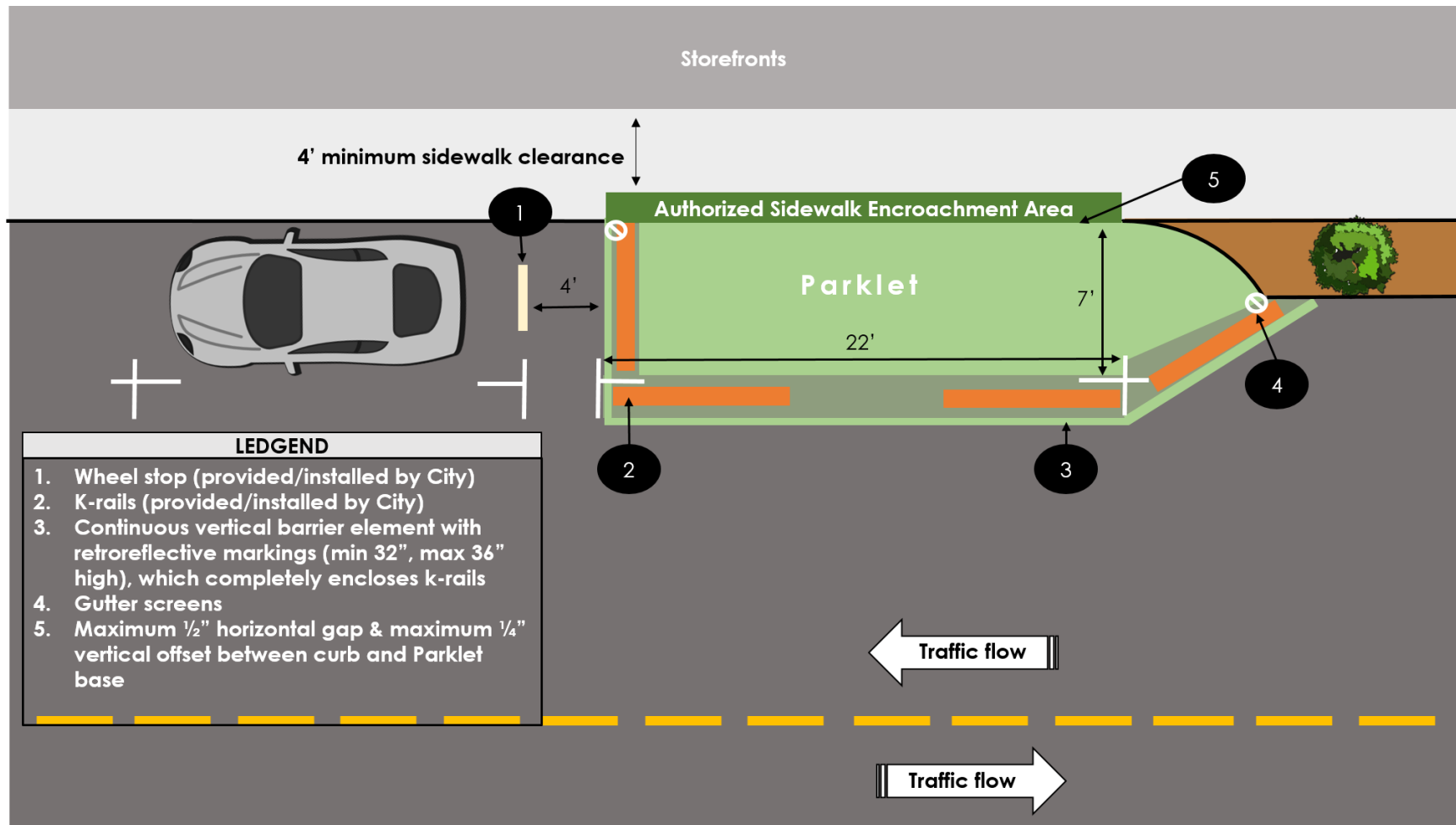
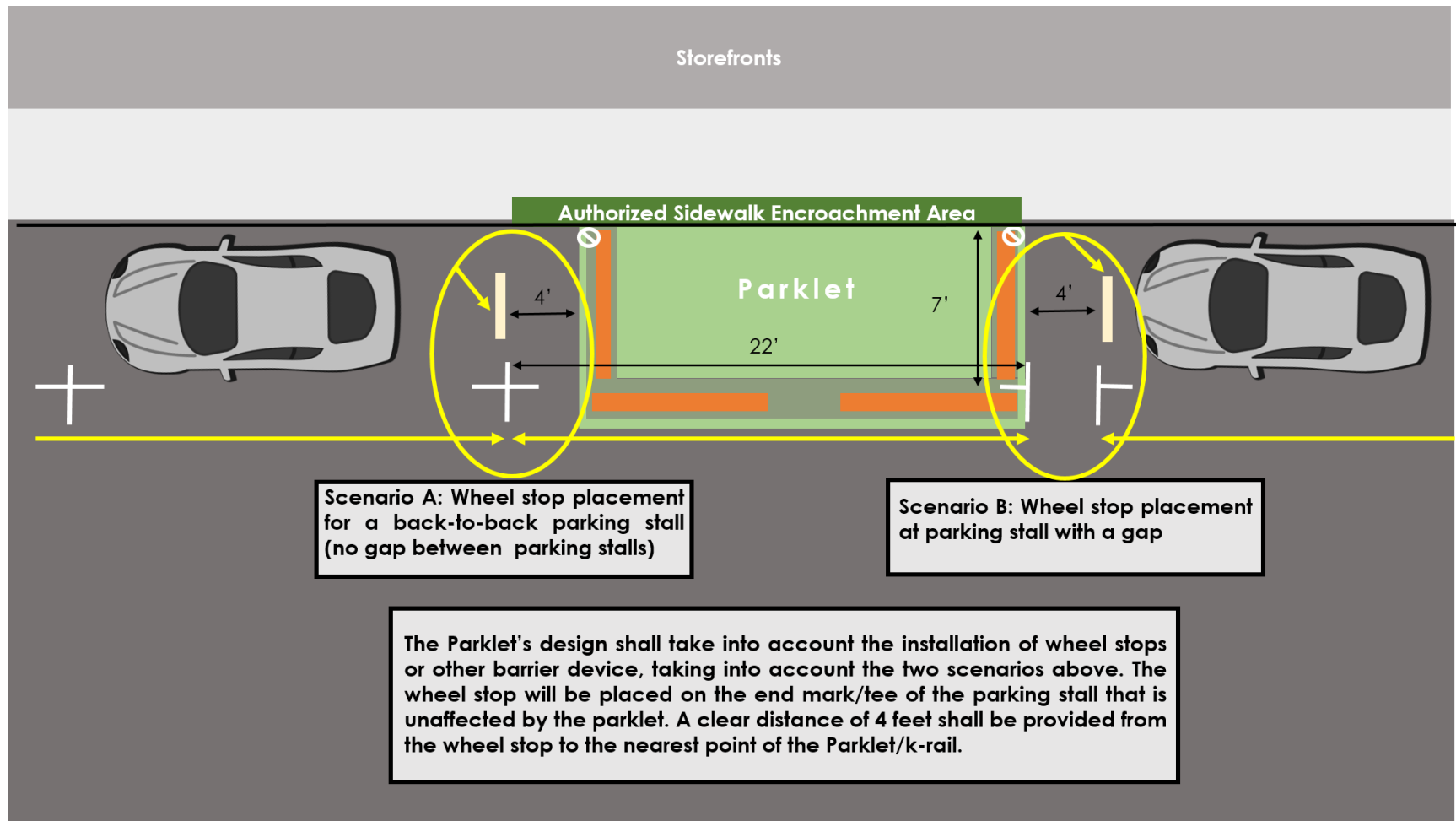


Figure 2: Wheel stop guidance





TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: May 17, 2022

ITEM #: H.18

SUBJECT: Woodland Finance Authority Wastewater Revenue Refunding Bonds

Recommendation for Action: Staff recommends: (1) that the Board of the Woodland Finance Authority adopt Resolution No. _____, approving the Forms and Authorizing Execution and Delivery of the Second Supplemental Installment Purchase Contract, the Second Supplemental Trust Agreement, the Escrow Agreement; Authorizing the Issuance of the Woodland Finance Authority Wastewater Revenue Refunding Bonds; and Approving Other Actions Related to the Bond; AND (2) that the City Council adopt Resolution No. _____, approving the Issuance by the Woodland Finance Authority of a Wastewater Revenue Refunding Bond; Approving the Forms of and Authorizing Execution and Delivery of a Second Supplemental Installment Purchase Contract; and Authorizing Related Actions and Manners.

Staff Contact:

Kim McKinney, Director of Administrative Services, (530) 661-5849, kim.mckinney@cityofwoodland.org

Fiscal Impact:

The total net cash flow savings are estimated at over \$1.66 million, with an average annual savings of \$127,975 per year from fiscal years 2022/23 to 2034/35. The net present value savings are over \$1.37 million or 6.28% as a percentage of the outstanding 2014 Bonds being refunded. The California Debt and Investment Advisory Commission ("CDIAC") notes refundings with net present value savings which exceed 3.0% to 5.0% can be considered significant. The proposed refunding exceeds this range at 6.28%.

The costs of issuance of \$180,000 are contingent upon issuance of the bonds, will be paid from bond proceeds and are included in all the refunding results provided. Finally, there is no extension of the term with the final maturity remaining on March 1, 2035.

Background:

In 2014, the Woodland Finance Authority issued the Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien) (The "2014 Bonds") in the original amount of \$33.825 million. The proceeds of the 2014 Bonds were used to refund bonds issued by the City's wastewater system in 2002 and 2005 and to pay costs of issuance. Currently there is \$24.77 million outstanding 2014 Bonds.

The proposed 2022 Bonds would refund for significant savings the \$21.955 million in outstanding 2014 Bonds payable on or after March 1, 2025 to March 1, 2035. The 2014 Bonds maturing on March 1, 2023 and March 1, 2024, outstanding in the amount of \$2.815 million, are non-callable and refunding them does not provide any economic benefit. The 2023 and 2024 maturities will remain outstanding and will be paid as regularly scheduled.

The Tax Cuts and Jobs Act of 2017 eliminated the ability for issuers to refund, on a tax-exempt basis, bonds in advance of their call date. This is commonly known as an "advance refunding". However, bonds may be refunded tax-exempt within 90 days of their call date, a structure which is commonly known as a "current refunding". The 2014 Bonds are not callable until March 1, 2024, meaning a tax-exempt advance refunding is not currently permitted and the Authority would need to wait to do a current refunding until 90 days before March 1, 2024, or on or after December 1, 2023. However, a refunding of the 2014 Bonds can be completed today by selling a new refunding bond at a taxable interest rate which will be in effect until 90 days before the call date or, in this case, December 5, 2023. On December 5, 2023, the interest rate will convert to tax-

exempt. This structure is commonly known as a “Convertible” or “Cinderella” bond.

The resolutions appoint the following firms to work on the sale of the Refunding Bonds (the “Financing Team”):

- Kronick Moskowitz, Tiedemann & Girard and Lozano Smith LLP as Co-Bond Counsel
- Hilltop Securities as Placement Agent
- Del Rio Advisors, LLC, as Municipal Advisor
- U.S. Bank Trust Company, National Association, the Trustee and Escrow Agent

Discussion:

Staff and the City’s Financing Team secured proposals from direct placement financial institutions that might consider purchasing a Cinderella structure. The Financing Team prepared a term sheet that went out to numerous financial institutions. The City received five (5) qualified responses from various financial institutions. Table 2 summarizes the term sheet responses, with Webster Bank (the “Purchaser”) being the clear winner with both the lowest taxable and converted tax-exempt interest rates.

Table 2: Term Sheet Results

Institution	Taxable Rate	Tax-Exempt Rate	Optional Redemption ⁽¹⁾	Fee for Legal Counsel
Webster Bank	3.60%	2.845%	<u>Tax-Exempt and Taxable</u> 3/1/26 Through 9/1/27 @102% 3/1/28 Through 9/1/29 @ 101% 3/1/30 and Thereafter @ 100% or 3/1/24 Through 9/1/25 @ 103% 3/1/26 Through 9/1/27 @ 102% 3/1/28 Through 9/1/29 @ 101% 3/1/30 and Thereafter @ 100%	None
Municipal Finance Corporation	4.50%	3.67%	<u>Tax-Exempt</u> 3/1/29 @ 102 3/1/30 @ 101 3/1/31 @ 100 or <u>Taxable</u> Any Payment Date on or After 3/1/29 @ 100%	\$15,000
Truist Financial Corporation	3.88%	3.08%	<u>Tax-Exempt and Taxable</u> Any Payment Date @ 101% or Callable Beginning 9/1/2028 and after at 100%	\$9,500
Capital One Public Funding	4.15%	3.15%	<u>Tax-Exempt</u> 3/1/28 @ 102 3/1/29 @ 102 3/1/31 @ 100 or Callable Beginning 3/1/29 @ 101% and Thereafter at 100% or <u>Taxable</u>	None

			Callable Beginning 3/1/29 at 101% and after at 100%	
Zions Bancorporation, NA	4.24%	3.35%	Tax-Exempt and Taxable Callable Anytime @ 100% with 30-days notice	None

Table 3 summarizes the results of refunding the callable 2014 Bonds with the issuance of the 2022 Bond.

Table 3: Estimated Refunding Results

Estimated Refunding Results ⁽¹⁾	
2014 Bonds Original Par Amount	\$33,825,000
2014 Bonds Outstanding	\$24,770,000
2014 Bonds Amount Refunded ⁽¹⁾	\$21,955,000
Estimated Refunding Par Amount ⁽²⁾	\$23,215,564
Final Maturity (2014 Bonds)	March 1, 2035
Final Maturity (2022 Bond)	March 1, 2035
Total Savings ⁽²⁾⁽³⁾	\$1,663,672
Average Annual Savings ⁽²⁾⁽³⁾	\$127,975
Net Present Value Savings ⁽²⁾	\$1,379,075
Net Present Value Savings Percentage ⁽²⁾⁽³⁾	6.28%

Notes

The March 1, 2023 (\$1,375,000) and March 1, 2024 (\$1,440,000) are not part of the refunding
Assumes the interest rates presented by the Purchaser in their term sheet dated April 11, 2022
From Fiscal Years 2023 to 2035 (see Table 1)
As a percentage of the par amount of bonds being refunded

Table 4 summarizes the sources and uses of funds for the 2022 Bond.

Line Item	Amount
Sources of Funds	
Estimated Bond Size (Par Amount)	\$23,215,564.00
Total Sources	\$23,215,564.00
Uses of Funds	
Cost of Escrow Securities	\$23,035,563.40
Estimated Cost of Issuance	\$180,000.60
Total Uses	\$23,215,564.00

Table 5 shows the estimated costs of issuance of which the entire amount will be paid from proceeds of the 2022 Bond. All the listed fees and expenses are contingent upon the successful closing of the transaction.

Table 5: Estimated Costs of Issuance

Role	Party	Budgeted Amount
Co-Bond Counsel	KMTG / Lozano Smith	\$70,000.00
Placement Agent	Hilltop Securities	\$42,500.00
Municipal Advisor	Del Rio Advisors, LLC	\$47,500.00

Trustee / COI / Trustee Legal	U.S. Bank, N.A.	\$9,150.00
Escrow Agent	U.S. Bank, N.A.	\$1,000.00
CDIAC Fee	State Treasurer's Office	\$5,000.00
Verification Report	Robert Thomas CPA	\$3,000.00
Miscellaneous / Rounding Adjustment	Contingency	\$1,850.60
Total Estimated Costs of Issuance		\$180,000.60

Prior to the conversion date of December 5, 2023 the City will notify the Purchaser that the City wishes to exercise the option to convert from taxable to tax-exempt. The Purchaser will then have the option to determine whether the Refunding Bonds are callable beginning on any interest payment date at one of the following two options:

3/1/26 Through 9/1/27 @102%
3/1/28 Through 9/1/29 @ 101%
3/1/30 and Thereafter @ 100%

or

3/1/24 Through 9/1/25 @ 103%
3/1/26 Through 9/1/27 @ 102%
3/1/28 Through 9/1/29 @ 101%
3/1/30 and Thereafter @ 100%

The interest rates on the Purchaser's proposal are locked through the proposed closing date of May 24, 2021. The interest rates also will not change once the deal closes, remaining at 3.60% taxable and 2.845% tax-exempt. This eliminates any market risk that interest rates will rise between now and the proposed closing date or after closing through the term of the 2022 Bond.

There is a conversion risk on the 2022 Bond should laws change between now and the conversion date, disallowing the conversion or eliminating tax-exemption. Should the rate not convert, the savings are reduced. However, should conversion not occur, there are still total savings of \$480,635 or \$36,972 per year with a net present value benefit of 1.796%.

Documents for Review and Consideration

1. Second Supplemental Installment Purchase Contract between the Authority and the City, supplemental to the Installment Purchase Contract and the First Supplemental Installment Purchase Contract between the Authority and the City, each dated March 1, 2014, whereby the City may from time to time acquire wastewater system improvements from the Authority under the general terms specified therein.
2. Second Supplemental Trust Agreement between the Trustee and the Authority, supplemental to the Trust Agreement and the First Supplemental Trust Agreement between the Trustee and the Authority, dated March 1, 2014, which will specify the specific terms of the Bond, according to the terms and conditions set forth therein.
3. Escrow Agreement between the Authority and U.S. Bank Trust Company, National Association, as escrow agent, relating to the refunding of the 2014 Bonds.
4. Placement Agent Agreement between the Authority and Hilltop Securities as Placement Agent whereby Hilltop Securities agrees to purchase the 2022 Bond from the Authority and sell the 2022 Bond to the Purchaser in an arms-length transaction.

Should the Authority and the City Council approve the item tonight, it is anticipated that the following steps will occur with the proposed closing of the 2022 Bond on May 24, 2022.

Conclusion:

Staff recommends: (1) that the Board of the Woodland Finance Authority adopt Resolution No. _____, approving the Forms and Authorizing Execution and Delivery of the Second Supplemental Installment Purchase Contract, the Second Supplemental Trust Agreement, the Escrow Agreement; Authorizing the Issuance of the Woodland Finance Authority Wastewater Revenue Refunding Bonds; and Approving Other Actions Related to the Bond; AND (2) that the City Council adopt Resolution No. _____, approving the Issuance by the Woodland Finance Authority of a Wastewater Revenue Refunding Bond; Approving the Forms of and Authorizing Execution and Delivery of a Second Supplemental Installment Purchase Contract; and Authorizing Related Actions and Manners.

Prepared by: Kim McKinney, Director of Administrative Services

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

Ken Hiatt
City Manager

Attachments:

1. Woodland Finance Authority Resolution - 2022 Wastewater Refunding Bonds
2. City Council Resolution 2022 Wastewater Refunding Bonds
3. Woodland Second Supplemental Installment Purchase Contract
4. Woodland Second Supplemental Trust Agreement
5. Escrow Agreement
6. Placement Agent Agreement City of Woodland Wastewater Refunding

WOODLAND FINANCE AUTHORITY

RESOLUTION _____

RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF THE SECOND SUPPLEMENTAL INSTALLMENT PURCHASE CONTRACT, THE SECOND SUPPLEMENTAL TRUST AGREEMENT, AND THE ESCROW AGREEMENT; AUTHORIZING THE ISSUANCE OF THE WOODLAND FINANCE AUTHORITY WASTEWATER REVENUE REFUNDING BOND; AND APPROVING OTHER ACTIONS RELATED TO THE BOND

WHEREAS, the Woodland Finance Authority (the “Authority”) is a joint exercise of powers agency duly organized and operating pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Act”) and a joint exercise of powers agreement (the “Joint Powers Agreement”) between the City of Woodland (the “City”) and the Redevelopment Agency of the City of Woodland;

WHEREAS, Article 4 of the Act and the Joint Powers Agreement authorize the Authority to acquire and sell property and issue bonds to assist in financing and refinancing public improvements for the City, including improvements to the City’s sewage and wastewater conveyance, treatment, and disposal system (the “Wastewater System”);

WHEREAS, to refinance improvements to the City’s Wastewater System, the Authority previously issued \$33,825,000 principal amount of its Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien) (the “Prior Bonds”), pursuant to the Trust Agreement dated March 1, 2014 (as thereafter amended and supplemented, the “Trust Agreement”), between the Authority and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank, National Association), as trustee (the “Trustee”);

WHEREAS, to provide funds for the purpose of refinancing improvements to the City’s Wastewater System, the Authority intends to issue its Woodland Finance Authority Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible) (the “Bond”), in an aggregate principal amount not to exceed \$24,000,000, to refund the Prior Bonds maturing on and after March 1, 2025 (the “Refunded Prior Bonds”);

WHEREAS, on May 17, 2022, the City adopted a resolution approving the refinancing of improvements to the City’s Wastewater System by the issuance of the Bond and making a finding of significant public benefit;

WHEREAS, because the Bond will be issued for the purpose of refinancing wastewater facilities, Government Code section 6586.5(c) exempts these proceedings from the requirements of Sections 6586.5 and 6586.7;

WHEREAS, the City has obtained and disclosed in an open public meeting the estimates of financial information relating to the Bond required by Government Code section 5852.1;

WHEREAS, the City has determined that the issuance of the Bond will be in accordance with the City's capital financing and debt management policy that was adopted on June 20, 2017, pursuant to the requirements of Government Code section 8855(i);

WHEREAS, the following proposed agreements and documents relating to the issuance, sale and delivery of the Bond by the Authority, which are incorporated herein by reference, have been presented to the Board of Directors (the "Board") for its review and approval:

1. the Second Supplemental Installment Purchase Contract (the "Second Supplemental Installment Purchase Contract") between the Authority and the City, supplemental to the Installment Purchase Contract and the First Supplemental Installment Purchase Contract between the Authority and the City, each dated March 1, 2014, whereby the City may from time to time acquire wastewater system improvements from the Authority under the general terms specified therein;
2. the Second Supplemental Trust Agreement (the "Second Supplemental Trust Agreement"), between the Trustee and the Authority, supplemental to the Trust Agreement and the First Supplemental Trust Agreement between the Trustee and the Authority, dated March 1, 2014, which will specify the specific terms of the Bond, according to the terms and conditions set forth therein;
3. the Escrow Agreement (the "Escrow Agreement") between the Authority and U.S. Bank Trust Company, National Association, as escrow agent, relating to the refunding of the Refunded Prior Bonds;

WHEREAS, it appears to the Board that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto and the issuance, sale, and delivery of the Bond in accordance with the Second Supplemental Trust Agreement are desirable and in the best interests of the Authority;

WHEREAS, amendments to Government Code section 8855(i) made by SB 1029, effective January 1, 2017, impose upon local agencies a mandate to adopt local debt policies prior to their issuing any debt after January 1, 2017; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Woodland Finance Authority, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and the Board so finds and determines.

Section 2. Authorization of Officers to Execute and Deliver Documents. The Board hereby authorizes and directs the President, the Vice President, the Administrator, the Treasurer/Controller and the Secretary of the Authority, and their respective designees, as have been designated by the Board (the "Designated Officers"), for and in the name of the Authority, to approve, execute, and deliver the following agreements and documents:

- a. the Second Supplemental Installment Purchase Contract;

- b. the Second Supplemental Trust Agreement; and
- c. the Escrow Agreement;

in substantially the forms presented to the Board at this meeting, which documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the document for the Authority. The execution of the foregoing documents by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of documents presented to the Board at this meeting. The date, principal amounts of each maturity, interest rates, interest payment dates, denomination, forms, registration privileges, place of payment, terms of redemption, and other terms of the Bond, shall be as provided in the Trust Agreement and the Second Supplemental Trust Agreement, as finally executed.

Section 3. Authorization to Issue the Bond. The Board hereby authorizes the issuance of the Bond in accordance with the terms of the Trust Agreement and the Second Supplemental Trust Agreement, as finally executed.

Section 4. Authorization of Sale. The Board hereby authorizes the sale of not to exceed \$24,000,000 principal amount of the Bond to Webster Bank, National Association (the "Purchaser") pursuant to the Letter Agreement for Purchase. The Designated Officers are hereby authorized and directed to negotiate with the Purchaser the final terms of the sale and its timing. The Board hereby determines that the sale of the Bond by negotiation would result in an overall lower cost.

Section 5. Execution of the Bond. The Designated Officers are hereby authorized and directed to execute the Bond on behalf of the Authority.

Section 6. Identification of Professionals Involved. The Board hereby approves the firm of Del Rio Advisors, LLC, to act as municipal advisor (the "Municipal Advisor"), Hilltop Securities Inc., to act as placement agent, and the firms of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation and Lozano Smith, LLP, to act as co-bond counsel with respect to the issuance of the Bond.

Section 7. General Authorization. The Board hereby authorizes and directs the Designated Officers and other officers and agents of the Authority, and each of them individually, for and in the name of and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Bond and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 8. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED AND ADOPTED on May 17, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary of the Authority

CITY COUNCIL OF THE CITY OF WOODLAND

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE ISSUANCE BY THE WOODLAND FINANCE AUTHORITY OF A WASTEWATER REVENUE REFUNDING BOND; APPROVING THE FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL INSTALLMENT PURCHASE CONTRACT; AND AUTHORIZING RELATED ACTIONS AND MATTERS

WHEREAS, pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code, the City of Woodland (the “City”) and the Redevelopment Agency of the City have established a joint exercise of powers agency, the Woodland Finance Authority (the “Authority”), for the purpose of, among other things, financing and refinancing public improvements; and

WHEREAS, the City intends to refinance costs of certain improvements to its sewage and wastewater conveyance, treatment, and disposal system (the “Wastewater System”), and the Authority is authorized pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code to issue bonds to finance and refinance said improvements; and

WHEREAS, the Authority and the City have entered into an Installment Purchase Contract dated March 1, 2014, as supplemented by the First Supplemental Installment Purchase Contract dated March 1, 2014 (the “Installment Purchase Contract”), pursuant to which the City purchased from the Authority facilities for the Wastewater System in exchange for the installment payments described therein, which are payable solely from the revenues of the Wastewater System; and

WHEREAS, to assist the City in providing funds for the purpose of financing and refinancing certain capital improvements to the Wastewater System, the Authority issued its Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien) (the “Prior Bonds”), pursuant to the Trust Agreement dated March 1, 2014 (as thereafter amended and supplemented, the “Trust Agreement”), between the Authority and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank, National Association), as trustee (the “Trustee”); and

WHEREAS, the Installment Purchase Contract permits the City to incur additional obligations secured on parity with its obligations thereunder, subject to the terms and conditions stated therein;

WHEREAS, the City issued its Wastewater Revenue Refunding Bond, Series 2017, which is secured by the Wastewater Revenues on parity with the Installment Purchase Contract; and

WHEREAS, the Trust Agreement permits and provides for the execution and delivery of additional series of bonds secured on a parity basis with all other bonds executed and delivered thereunder, subject to the terms and conditions stated in the Trust Agreement; and

WHEREAS, the Authority has determined to issue its “Woodland Finance Authority Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible)” (the “Bond”) to refund the outstanding Prior Bonds maturing on and after March 1, 2025 (the “Refunded Prior Bonds”), and to amend and restate the Installment Payments relating to the Prior Bonds, which will be applied by the Authority to pay debt service on the Bond and the unrefunded maturity of the Prior Bonds; and

WHEREAS, significant public benefits, including more efficient delivery of local City services to the public, will be provided through the Authority’s refinancing certain improvements to the City’s Wastewater System by issuing bonds pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code to refund the Refunded Prior Bonds; and

WHEREAS, because the bonds will be issued for the purpose of refinancing wastewater facilities, Government Code section 6586.5(c) exempts these proceedings from the requirements of Sections 6586.5 and 6586.7; and

WHEREAS, the issuance of the Bond will be in accordance with the City’s capital financing and debt management policy that was adopted on June 20, 2017, pursuant to the requirements of Government Code section 8855(i); and

WHEREAS, the following document relating to the issuance, sale and delivery of the Authority’s proposed wastewater revenue refunding bond, which is incorporated herein by reference, has been presented to the City Council for its review and approval:

the Second Supplemental Installment Purchase Contract (the “Second Supplemental Installment Purchase Contract”) between the Authority and the City, supplemental to the Installment Purchase Contract and the First Supplemental Installment Purchase Contract between the Authority and the City, each dated March 1, 2014, whereby the City may from time to time acquire wastewater system improvements from the Authority under the general terms specified therein,

WHEREAS, it appears to the City Council that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto and the Authority’s issuance, sale, and delivery of bonds are desirable and in the best interests of the City;

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

Section 1. Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Approval of Issuance of Bond. The City hereby approves the issuance of the Woodland Finance Authority Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible) by the Authority, in a principal amount not to exceed \$24,000,000. The date, amounts of principal installments, maturity, interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, and other terms of the Bond, shall be as provided in the Trust Agreement, as supplemented by

the First Supplemental Trust Agreement and the Second Supplemental Trust Agreement, as finally executed; provided that the net present value of the debt service savings produced by the refunding of the Refunded Prior Bonds shall be at least five percent (5.00%) of the par amount of the Refunded Prior Bonds.

Section 3. Authorization of Officers to Execute and Deliver Documents. The City Council hereby authorizes and directs the Mayor, the City Manager, the Director of Administrative Services, the Finance Director, and the City Clerk, and their respective designees (the “Designated Officers”), for and in the name of the City, to approve, execute, and deliver the Second Supplemental Installment Purchase Contract in substantially the form presented to the City Council at this meeting, which document is hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the document for the City. The execution of the foregoing document by a Designated Officer or Officers shall constitute conclusive evidence of such officer’s or officers’ and the City Council’s approval of any such changes, insertions, revisions, corrections, or amendments to the respective form of document presented to the City Council at this meeting.

Section 4. Retention of Municipal Advisor, Bond Counsel, and Placement Agent. Del Rio Advisors, LLC (the “Municipal Advisor”), is hereby appointed municipal advisor to the City for the issuance and sale of the Bond. Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, and Lozano Smith, LLP are hereby appointed co-bond counsel to the City for the issuance and sale of the Bond. Hilltop Securities Inc. is hereby appointed as placement agent to the City for the issuance and sale of the Bond.

Section 5. Disclosure of Specified Financing Information. Pursuant to the requirements of Government Code section 5852.1, the City is required to disclose at a public meeting certain information related to the financing. The City Council has obtained from the Municipal Advisor good faith estimates of this required information and hereby discloses the estimated information as shown in Exhibit A attached hereto and incorporated herein by reference.

Section 6. Authorization of Officers to Execute Documents. The City Council hereby authorizes and directs the Designated Officers and other officers and agents of the City, and each of them individually, for and in the name of and on behalf of the City, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Bond and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 7. Effective Date. This resolution shall take effect immediately upon its adoption.

APPROVED, PASSED, AND ADOPTED this 17th day of May 2022 by the City Council of the City of Woodland by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Exhibit A

Specified Financial Information

The good faith estimates set forth herein are provided with respect to the Bond. Such good faith estimates have been provided to the City by Del Rio Advisors, LLC, as municipal advisor to the City. Each estimate is based on the City's financing plan and current market conditions, including market interest rates prevailing at the time of preparation of the estimate and assumes the conversion to a tax-exempt obligation as provided in the financing documents.

Principal Amount. The estimated aggregate principal amount of the Bond to be sold is \$23,215,564.00.

True Interest Cost. The estimated true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bond, is 3.0057215%.

Finance Charge. The estimated finance charge for the Bond, which means the sum of all fees and charges paid to third parties (or costs and credit enhancement associated with the Bond), is \$180,000.60.

Amount of Proceeds to be Received. The estimate of the amount of proceeds to be received by the Authority from the sale of the Bond, less the finance charge of the Bond, as estimated above, is \$23,035,563.40. (No capitalized interest is expected to be funded with proceeds of the Bond.)

Total Payment Amount. The estimated total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bond, plus the finance charge for the Bond, as described above, not paid with the proceeds of the Bond, calculated to the final maturity of the Bond, is \$28,780,077.49.

The foregoing estimates are good faith estimates only. The actual figures may differ from the estimates owing to (a) differences between assumptions regarding the date of the sale of the Bond, the principal amount of the Bond sold, the amortization of the Bond, and market interest rates at the time of sale of the Bond and actual facts, (b) other market conditions, (c) changes in the City's financing plan, or (d) a combination of such factors.

**SECOND SUPPLEMENTAL
INSTALLMENT PURCHASE CONTRACT**

between the

CITY OF WOODLAND

and the

WOODLAND FINANCE AUTHORITY

Dated May 1, 2022

relating to

**\$[principal amount]
WOODLAND FINANCE AUTHORITY
WASTEWATER REVENUE BOND, REFUNDING SERIES 2022
(FEDERALLY TAXABLE CONVERTIBLE)**

**(supplemental to the Installment Purchase Contract dated March 1, 2014,
and the First Supplemental Installment Purchase Contract dated March 1, 2014)**

**SECOND SUPPLEMENTAL INSTALLMENT PURCHASE CONTRACT
WOODLAND FINANCE AUTHORITY
WASTEWATER REVENUE BOND, REFUNDING SERIES 2022
(FEDERALLY TAXABLE CONVERTIBLE)**

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SECOND SUPPLEMENTAL INSTALLMENT PURCHASE CONTRACT

This SECOND SUPPLEMENTAL INSTALLMENT PURCHASE CONTRACT, dated May 1, 2022 (this “Second Supplemental Installment Purchase Contract”), between the CITY OF WOODLAND (the “City”), a municipal corporation duly organized and existing under and by virtue of the laws of the State of California, and the WOODLAND FINANCE AUTHORITY (the “Authority”), a joint exercise of powers agency duly created and existing pursuant to the laws of the State of California and an agreement entitled “Joint Exercise of Powers Agreement” between the City and the Redevelopment Agency of the City of Woodland;

W I T N E S S E T H:

WHEREAS, the City has made certain public capital improvements to the City’s sewage and wastewater conveyance, treatment, and disposal system (the “Wastewater System”), and the Authority financed and refinanced the acquisition of those improvements and sold them to the City upon the terms and conditions set forth in the Installment Purchase Contract, as supplemented by the First Supplemental Installment Purchase Contract each dated March 1, 2014 (together, the “Series 2014 Installment Purchase Contract”), between the Authority and the City (as so supplemented and together with this Second Supplemental Installment Purchase Contract, the “Installment Purchase Contract”);

WHEREAS, the Authority issued its Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien) (the “Prior Bonds”) to finance and refinance the costs of those improvements pursuant to the Trust Agreement as supplemented by the First Supplemental Trust Agreement, each dated March 1, 2014 (together, the “Series 2014 Trust Agreement”) between the Authority and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), as trustee (the “Trustee”) (as so supplemented and together with the Second Supplemental Trust Agreement dated May 1, 2022 (the “Second Supplemental Trust Agreement”), the “Trust Agreement”);

WHEREAS, the Authority has determined to issue its Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible) (the “Series 2022 Bond”), in the principal amount of \$[PRINCIPAL AMOUNT] to refund the outstanding Prior Bonds maturing on and after March 1, 2025 (the “Refunded Prior Bonds”);

WHEREAS, the City has determined to enter into this Second Supplemental Installment Purchase Agreement for the purpose of refunding the installment payments due relating to the Refunded Prior Bonds under the Series 2014 Installment Purchase Contract;

WHEREAS, the installment payments hereunder will be applied by the Authority to secure and repay the Prior Bonds that are not being refunded and the Series 2022 Bond authorized pursuant to the Second Supplemental Trust Agreement;

WHEREAS the Authority and the City have duly authorized the execution of this Second Supplemental Installment Purchase Contract;

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and delivery of this Second Supplemental Installment Purchase Contract do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Supplemental Installment Purchase Contract;

NOW, THEREFORE, the parties hereto agree as follows:

I. Definitions. For all purposes of this Second Supplemental Installment Purchase Contract and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires or unless otherwise defined herein, all defined terms shall have the meanings set forth in the Trust Agreement.

2022 Purchase Price means the principal amount plus interest thereon owed by the City to the Authority under the terms hereof as provided in Section 10.2 (2022 Purchase Price).

II. Supplemental Provisions. The following Article and Sections are hereby added to the Installment Purchase Contract:

ARTICLE X SERIES 2022 INSTALLMENT PAYMENTS

Section 10.1. Restated Purchase Price of Prior Projects. The Authority and the City hereby amend and restate the terms of the purchase of the Series 2002 Project and the Series 2005 Project that were restated in the Series 2014 Installment Purchase Contract. The Authority hereby transfers its interest in and title to the Series 2002 Project and the Series 2005 Project (the “Prior Projects”) to the City, and the City purchases the Prior Projects from the Authority at the Purchase Price set forth in Section 10.2 (2022 Purchase Price).

Section 10.2. 2022 Purchase Price.

(A) 2022 Purchase Price. The 2022 Purchase Price to be paid by the City hereunder for the Prior Projects is the sum of principal amount of the City’s obligation hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Section 3.1 (Prepayment).

(B) Principal Component. The principal amount of the Series 2022 Installment Payments to be made by the City to the Authority hereunder is \$[principal amount].

(C) Interest Component. The interest to accrue on the unpaid balance of such respective principal amounts is as specified in Exhibit A and shall be paid by the City as and constitutes interest paid on the principal amount of the City’s obligations hereunder.

Section 10.3. Installment Payments. The Authority and the City hereby agree that the City shall pay the 2022 Purchase Price to the Trustee in Installment Payments on each Installment Payment Date in the amounts shown on Exhibit A, subject to any rights of prepayment provided in Section 3.1 (Prepayment). The City shall pay the Installment Payments to the Trustee in

immediately available funds for deposit in the Revenue Fund established pursuant to the Trust Agreement.

The Trustee will apply the remaining Series 2014 Installment Payments for the payment of principal of and interest in the Series 2014 Bonds that mature on March 1, 2023 and March 1, 2024.

The Trustee will apply the Series 2022 Installment Payments for the payment of principal (whether at maturity or upon redemption or acceleration) of and interest on the Series 2022 Bond, until all such amounts shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Trust Agreement.

If the City will not have sufficient Net Wastewater Revenues to make all Installment Payments due on an Installment Payment Date, the City shall so notify the Trustee fifteen (15) Business Days before such Installment Payment Date. If the City fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the City until such amount shall have been fully paid, and the City agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Installment Payments, respectively, if paid in accordance with their terms.

Section 10.4. Conversion. The City and the Authority have the right, subject to the satisfaction of certain conditions as provided in the Second Supplemental Trust Agreement at any time on or after December 5, 2023, to convert the interest rate payable with respect to the Series 2022 Bond to the Tax-Exempt Rate (as that term is defined in the Second Supplemental Trust Agreement). An updated Series 2022 Installment Payments table will be provided to the Authority by the City and will automatically be attached and made a part hereof no less than five business days prior to the effective date of the Tax-Exempt Rate.

Section 10.5. Additional Information. The City agrees to furnish to the Owner (as defined in the Trust Agreement) (a) its Audited Financial Statements within one hundred eighty days (180) of the end of the Fiscal Year, and (b) at the request of the Owner, the City's annual budget as submitted or approved. The City further agrees that it will permit the Owner or its agents and representatives to inspect the City's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the City. The City shall furnish to the Owner such other financial information as it may reasonably request. In the event that the Audited Financial Statements are not available within 180 days of the end of the Fiscal Year, the City will furnish unaudited financial statements to the Owner in the manner described in this paragraph within such period, and will then supply the Audited Financial Statements immediately upon the availability thereof. The City further agrees to provide the Owner annually a debt service coverage calculation for the Wastewater System and all obligations payable from the Net Wastewater Revenues, with such calculation to be prepared by a certified public accountant who may be a City employee or officer.

Section 10.6. Documents to be Delivered at Closing. On or prior to the date of delivery of the Series 2022 Bond, the City and the Authority shall cause to be delivered to the Original Purchaser the documents listed in Exhibit B hereto. The City and the Authority shall not deliver the Series 2022 Bond to the Original Purchaser until the Original Purchaser has executed and

delivered to the District a Letter of Representations in the form as found attached as Exhibit B to the Second Supplemental Trust Agreement.

III. Provisions of the Installment Purchase Contract. Except as in this Second Supplemental Installment Purchase Contract expressly provided, every term and condition contained in the Installment Purchase Contract shall apply to this Second Supplemental Installment Purchase Contract with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Second Supplemental Installment Purchase Contract.

This Second Supplemental Installment Purchase Contract and all the terms and provisions herein contained shall form part of the Installment Purchase Contract as fully and with the same effect as if all such terms and provisions had been set forth in the Installment Purchase Contract. The Installment Purchase Contract is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

IV. Separability of Invalid Provisions. If any one or more of the provisions contained in this Second Supplemental Installment Purchase Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Second Supplemental Installment Purchase Contract and such invalidity, illegality, or unenforceability shall not affect any other provision of this Second Supplemental Installment Purchase Contract, and this Second Supplemental Installment Purchase Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City and the Authority each hereby declares that it would have adopted this Second Supplemental Installment Purchase Contract and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Second Supplemental Installment Purchase Contract may be held illegal, invalid, or unenforceable.

V. Effect of Headings and Table of Contents. The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Second Supplemental Installment Purchase Contract.

VI. Third Party Beneficiary. The Owner is hereby expressly made a third party beneficiary of this Second Supplemental Installment Purchase Agreement.

VII. Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity. To the fullest extent permitted by law, the City hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Series 2022 Bond or this Second Supplemental Installment Purchase Agreement or any documents relating to the Series 2022 Bond or this Second Supplemental Installment Purchase Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the City hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and

determine any and all issues in such Reference whether fact or law. The City hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to the Series 2022 Bond or this Second Supplemental Installment Purchase Agreement.

VIII. Execution in Counterparts. This Second Supplemental Installment Purchase Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IX. City's Notice Filings Related to this Second Supplemental Installment Purchase Contract for SEC Rule 15c2-12. In connection with the City's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the City on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), SNB acknowledges that the City may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that the City has incurred obligations hereunder and notice of certain subsequent events reflecting financial difficulties in connection with the Series 2022 Bond. The City agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about the Original Purchaser or its affiliates: address and account information of the Original Purchaser or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Original Purchaser or its affiliates, unless otherwise required for compliance with the Rule or otherwise required by law. The City acknowledges that the Original Purchaser is not responsible for the City's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Installment Purchase Contract by their officers thereunto duly authorized as of the day and year first written above.

WOODLAND FINANCE AUTHORITY

By: _____
Ken Hiatt, Administrator

ATTEST:

Ana B. Gonzalez, Secretary

CITY OF WOODLAND

By: _____
Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

REMAINING SERIES 2014 INSTALLMENT PAYMENTS

<u>Installment Payment</u> Dates	<u>Amount Attributable</u> to Principal	<u>Amount Attributable</u> to Interest	Total
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SERIES 2022 INSTALLMENT PAYMENTS

<u>Installment Payment</u> Dates	<u>Amount Attributable</u> to Principal	<u>Amount Attributable</u> to Interest	Total
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**SERIES 2022 INSTALLMENT PAYMENTS
Pre-Conversion Date**

<u>Installment Payment</u> Dates*	<u>Amount Attributable</u> to Principal	<u>Amount Attributable</u> to Interest	Total
--------------------------------------	--	---	-------

Post- Earliest Conversion Date

Updated Installment Payments table will be provided to the Authority by the City and will automatically be attached and made a part hereof no less than five business days prior to the effective date of the Conversion.

<u>Installment Payment Dates*</u>	<u>Amount Attributable to Principal</u>	<u>Amount Attributable to Interest</u>	<u>Total</u>
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* Installment Payments are due three Business Days prior to the Installment Payment Date.

EXHIBIT B

DOCUMENTS TO BE DELIVERED AT CLOSING

The following documents shall be delivered at or prior to the Closing Date, the date of delivery of the Series 2022 Bond to the Original Purchaser thereof (the “Closing Date”).

1. Certified copies of the Authority Resolution and the City Resolution.
2. Executed copies of the Second Supplemental Trust Agreement, Second Supplemental Installment Purchase Contract, and Escrow Agreement.
3. The final opinion of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation and Lozano Smith, LLP (“Co-Bond Counsel”), dated the Closing Date, substantially in the form set forth in the Form of Series 2022 Bond attached as Exhibit A to the Second Supplemental Trust Agreement, together with letters dated the Closing Date and addressed to the Trustee and the Original Purchaser authorizing each of them to rely on said opinion.
4. A defeasance opinion of Co-Bond Counsel, dated the Closing Date, with respect to the Prior Bonds.
5. An opinion of the Authority Counsel dated the Closing Date and addressed to the Original Purchaser in form and substance acceptable to the Original Purchaser.
6. An opinion of the City Attorney dated the Closing Date and addressed to the Original Purchaser to the effect that:
 - i. the City is a general law city and municipal corporation duly organized and validly existing under the Constitution and laws of the State of California;
 - ii. the City has full power and authority to execute, deliver and perform its obligations under the Second Supplemental Installment Purchase Contract;
 - iii. the Second Supplemental Installment Purchase Contract has been duly authorized, executed, and delivered by the City and, assuming due authorization, execution, and delivery by and enforceability against the other parties thereto, constitutes valid and binding obligations of the City enforceable in accordance with its terms;
 - iv. no approval, consent, or authorization of any governmental or public agency, authority, or person is required for the authorization, execution, and delivery by the City of the Second Supplemental Installment Purchase Contract or the performance by the City of its obligations thereunder that has not been obtained;
 - v. the authorization, execution, and delivery of the Second Supplemental Installment Purchase Contract by the City and compliance by the City with the provisions thereof do not breach, or result in a default under, any material agreement or other instrument to which the City is a party or by which the City or its properties are bound; violate applicable provisions of statutory law or regulation; or to our current actual

knowledge breach or otherwise violate any existing obligation of the City under any court order or consent decree.

vi. except as has been disclosed to the Original Purchaser, there is no litigation, proceeding, action, suit or investigation at law or in equity before or by any court, governmental agency or body, pending, with service of process upon the City having been accomplished, or threatened in writing against the City, challenging the creation, organization or existence of the City, or the validity of the Second Supplemental Installment Purchase Contract or seeking to restrain or enjoin the collection of the 2022 Installment Payments under the Second Supplemental Installment Purchase Contract or in any way contesting the authority of the City to enter into or perform its obligations under the Second Supplemental Installment Purchase Contract.

7. An opinion of counsel to U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), as Trustee and Escrow Agent (the “Bank”), dated the Closing Date, and addressed to the City, the Authority and the Original Purchaser to the effect that:

i. the Bank is a national banking association, duly organized and validly existing under the laws of the United States, having full power to enter into and perform its obligations under the Second Supplemental Trust Agreement and the Escrow Agreement (collectively, the “Bank Agreements”);

ii. assuming due execution by the other parties thereto, the Bank Agreements have been duly authorized, executed, and delivered by the Bank and constitute the legal, valid, and binding obligations of the Bank enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

iii. no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the execution and delivery of the Bank Agreements or the consummation of the transactions contemplated by the Bank Agreements.

8. A closing and incumbency certificate of the Authority dated the Closing Date and executed by a duly authorized officer of the Authority to the effect that:

i. The Authority is a joint exercise of powers agency established pursuant to the laws of the State of California.

ii. The Authority has full legal right, power and authority to enter into the Second Supplemental Trust Agreement, the Second Supplemental Installment Purchase Contract, and the Escrow Agreement (the “Authority Documents”) and to carry out its obligations thereunder.

iii. The Authority is not currently, and has not been at any time, in default under any long-term debt obligations.

iv. By proper action, the Authority has duly authorized the execution, delivery and due performance of the Authority Documents.

v. All information, reports and other papers and data furnished by the Authority to the Original Purchaser were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Original Purchaser a true and accurate knowledge of the subject matter and were provided in expectation of the Original Purchaser's reliance thereon in entering into the transactions contemplated by the Authority Documents. No fact is known to the Authority which has had or, so far as the Authority can now reasonably foresee, may in the future have a material adverse effect, which has not been set forth in the financial statements previously furnished to the Original Purchaser or in other such information, reports, papers and data or otherwise disclosed in writing to the Original Purchaser prior to the Closing Date. Any financial, budget and other projections furnished to the Original Purchaser by the Authority or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the Authority's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Original Purchaser in connection with the negotiation, preparation or execution of the Authority Documents contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

vi. Neither the execution and delivery of the Authority Documents nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the Authority, other than as set forth therein.

vii. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Authority Documents.

viii. The Authority acknowledges that (i) the Original Purchaser is acting solely for its own loan account and not as a fiduciary for the Authority or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor, (ii) the Original Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the Authority with respect to the Authority

Documents, (iii) the Original Purchaser has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, if any, or the correctness of any legal interpretation made by counsel to any other party, if any, with respect to any such matters, and (iv) the Authority has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the financing effectuated through the Authority documents from its financial, legal and other advisors to the extent that the Authority desired to obtain such advice.

ix. Each of the requirements of subsections (A) through (F) (with the exception of subsection (D) which does not apply) of Section 3.01 (Issuance of Additional Series of Bonds) of the Trust Agreement have been met.

9. A closing certificate of the City dated the Closing Date and executed by a duly authorized officer of the City to the effect that:

i. The City is a municipal corporation duly organized and existing under the Constitution and laws of the State of California.

ii. The City has full legal right, power and authority to enter into the Second Supplemental Installment Purchase Contract and to carry out its obligations thereunder.

iii. The City is not currently, and has not been at any time, in default under any long-term debt obligations.

iv. The City's audited financial statements for the period ended June 30, 2021, present fairly the financial condition of the City and the Wastewater System as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Trustee and the Original Purchaser, there has been no change in the financial condition of the City or the Wastewater System since June 30, 2021, that will in the reasonable opinion of the City materially impair its ability to perform its obligations under the Installment Purchase Contract. All information provided by the City to the Original Purchaser with respect to the financial performance of the Wastewater System is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.

v. As currently conducted, the City's activities with respect to the Wastewater System are in all material respects in compliance with all applicable laws, administrative regulations of the State and of the United States and any agency or instrumentality of either, and any judgment or decree to which the City is subject.

vi. By proper action, the City has duly authorized the execution, delivery and due performance of the Second Supplemental Installment Purchase Contract.

vii. All information, reports and other papers and data furnished by the City to the Original Purchaser were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Original Purchaser a

true and accurate knowledge of the subject matter and were provided in expectation of the Original Purchaser's reliance thereon in entering into the transactions contemplated by the Second Supplemental Installment Purchase Contract. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a material adverse effect, which has not been set forth in the financial statements previously furnished to the Original Purchaser or in other such information, reports, papers and data or otherwise disclosed in writing to the Original Purchaser prior to the Closing Date. Any financial, budget and other projections furnished to the Original Purchaser by the City or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the City's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Original Purchaser in connection with the negotiation, preparation or execution of the Second Supplemental Installment Purchase Contract contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

viii. Neither the execution and delivery of the Second Supplemental Installment Purchase Contract nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the City, other than as set forth therein.

ix. The City is empowered to set rates, fees and charges for the services and facilities furnished by the Wastewater System without review or approval by any state or local government agency.

x. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Second Supplemental Installment Purchase Contract or upon the financial condition, assets, properties or operations of the City or the City's ability to make the 2022 Installment Payments, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Second Supplemental Installment Purchase Contract, or the financial condition, assets, properties or operations of the City or the City's ability to make the 2022 Installment Payments.

xi. The City acknowledges that (i) the Original Purchaser is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor, (ii) the Original Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City with respect to the Second Supplemental Installment Purchase Contract, (iii) the Original Purchaser has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, if any, or the correctness of any legal interpretation made by counsel to any other party, if any, with respect to any such matters, and (iv) the City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the financing effectuated through the Second Supplemental Installment Purchase Contract from its financial, legal and other advisors to the extent that the City desired to obtain such advice.

10. A certificate of the Bank, dated the Closing Date, to the following effect:

i. the Bank is authorized to carry out corporate trust powers, and has full power and to perform its duties under the Bank Agreements;

ii. the Bank is duly authorized to accept the obligations created by the Bank Agreements and to authenticate the Series 2022 Bond pursuant to the terms of the Trust Agreement; and

iii. to the best knowledge of the Bank, after due inquiry, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Bank or threatened against the Bank which in the reasonable judgment of the Bank would affect the existence of the Bank or in any way contesting or affecting the validity or enforceability of the Bank Agreements or contesting the powers of the Bank or its authority to enter into and perform its obligations under the Bank Agreements.

11. Original Purchaser's Letter of Representations.

12. Certificate of the City regarding additional wastewater bonds requirements to the effect that:

i. The requirement of Section 3.03 (Refunding Bonds) of the Trust Agreement has been satisfied with an exhibit attached to the certificate presenting calculations prepared by the City and a Coverage Report, as required by Section 5.4 (A)(2) (Additional Contracts and City Revenue Bonds-Refunding) of the Installment Purchase Contract dated March 1, 2014, between the Authority and the City evidencing that the debt service coverage requirements for the financing represented by the Series 2022 Bond are satisfied.

ii. The conditions precedent to the issuance of the Series 2022 Bond on parity with the City's obligations under the Installment Sale Agreements (Agreements Nos. 14- 805-550, 14-806-550, and 14-807-550), each between the City and the California State

Water Resources Control Board, and dated as of July 9, 2014, all as amended as of September 5, 2017, have been satisfied.

iii. The requirement of Section 5.4 (A)(2) (Additional Contracts and City Revenue Bonds-Refunding) of the Bond Issuance Agreement dated September 1, 2017 made by the City has been satisfied with an exhibit attached to the certificate presenting calculations prepared by the City and a Coverage Report evidencing that the debt service coverage requirements for the financing represented by the Series 2022 Bond are satisfied.

13. Verification Report addressed to the City and Authority, dated on or before the Closing Date, from Causey, Demgen & Moore, P.C. (the "Verification Agent"), verifying the accuracy of the mathematical computations concerning the adequacy of the moneys to be deposited in the Escrow Fund under the Escrow Agreement to pay when due pursuant to the stated maturity or call for redemption the principal of and interest with respect to the Prior Bonds.

14. CDIAC reports with respect to the sale of the Series 2022 Bond required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code.

15. Such additional legal opinions, certificates, instruments or evidences thereof and other documents as Co-Bond Counsel and Original Purchaser's counsel may reasonably deem necessary.

SECOND SUPPLEMENTAL TRUST AGREEMENT

between the

WOODLAND FINANCE AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Dated May 1, 2022

relating to

**\$[PRINCIPAL AMOUNT]
WOODLAND FINANCE AUTHORITY
(California)
WASTEWATER REVENUE BOND, REFUNDING SERIES 2022
(FEDERALLY TAXABLE CONVERTIBLE)**

(supplemental to the Trust Agreement dated March 1, 2014,
and the First Supplemental Trust Agreement dated March 1, 2014)

**SECOND SUPPLEMENTAL TRUST AGREEMENT
WOODLAND FINANCE AUTHORITY
(California)
WASTEWATER REVENUE BOND, REFUNDING SERIES 2022
(FEDERALLY TAXABLE CONVERTIBLE)**

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SECOND SUPPLEMENTAL TRUST AGREEMENT

This Second Supplemental Trust Agreement (this “Second Supplement”), dated May 1, 2022, between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor-in-interest to U.S. Bank National Association), as trustee, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the “Trustee”), and the WOODLAND FINANCE AUTHORITY (the “Authority”), a joint exercise of powers agency duly created and existing pursuant to the laws of the State of California and an agreement entitled “Joint Exercise of Powers Agreement” between the City of Woodland (the “City”) and the Redevelopment Agency of the City of Woodland;

W I T N E S S E T H:

WHEREAS, the City has determined that the issuance by the Authority of bonds under the Trust Agreement dated March 1, 2014 (as thereafter amended and supplemented, the “Trust Agreement”), between the Authority and the Trustee to refinance improvements to the City’s sewage and wastewater conveyance, treatment, and disposal system (the “Wastewater System”) will result in significant public benefits;

WHEREAS, pursuant to the Trust Agreement, the Authority issued its Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien) (the “Prior Bonds”) to finance and refinance the costs of certain public capital improvements to the City’s Wastewater System;

WHEREAS, the Authority has determined to issue its Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible) (the “Series 2022 Bond”), in the principal amount of \$[PRINCIPAL AMOUNT] to refund the outstanding Prior Bonds maturing on and after March 1, 2025 (the “Refunded Prior Bonds”);

WHEREAS, the Authority has determined to enter into this Second Supplement in order to provide for the issuance of the Series 2022 Bond, to establish and declare the terms and conditions upon which the Series 2022 Bond shall be delivered and secured and to secure the payment of the principal thereof and the premium (if any) and interest thereon;

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed to make the Series 2022 Bond, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Authority payable in accordance with its terms, and to constitute this Second Supplement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Supplement;

NOW, THEREFORE, the parties hereto agree as follows:

I. Definitions. Capitalized terms used herein and not defined herein shall have the definitions ascribed to such terms by the Trust Agreement. Unless the context otherwise requires, the additional terms defined below shall for all purposes hereof and of any amendment hereof or supplement hereto and any certificate, opinion, or other document herein mentioned have the meanings specified herein.

Bond Year for the Series 2022 Bond, for purposes of Section 148 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, means the period ending on March 1 of each year with the first Bond Year ending on March 1, 2023, and the last Bond Year ending on the date on which the Bond is no longer outstanding.

Change in Redemption Notice means a written notice from the Owner choosing the redemption provision.

Conversion Date means the date upon which the Authority effects the change to convert the interest rate payable with respect to the Series 2022 Bond to the Tax-Exempt Rate.

Default Rate means at the time of the Event of Default, the applicable Taxable Rate or the Tax-Exempt Rate.

Event of Taxability means a determination, decision, or decree made by the Commissioner or any District Director of the Internal Revenue Service, or by any court of competent jurisdiction, that the interest on the Bond is includable in gross income for federal income tax purposes because of an action or omission of the Authority or the City;

Escrow Agent means U.S. Bank Trust Company, National Association.

Escrow Agreement means the escrow agreement by and between the City and the Escrow Agent dated as of May 1, 2022, for the Refunded Prior Bonds.

Second Supplemental Installment Purchase Contract means the Second Supplemental Installment Purchase Contract dated May 1, 2022, between the City and the Authority.

Installment Purchase Contract means the Installment Purchase Contract dated March 1, 2014, between the Authority and the City, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

Letter of Representations means a letter substantially (i) in the form attached hereto as Exhibit B delivered to the Authority by the Original Purchaser of the Series 2022 Bond, and (ii) in the form attached hereto as Exhibit C delivered to the Authority by any subsequent purchaser of the Series 2022 Bond.

Original Purchaser means Webster Bank, National Association and its successors and assigns.

Refunded Prior Bonds means the Authority's Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien), maturing on and after March 1, 2025.

Series 2022 Bond means the Woodland Finance Authority Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible) issued hereunder.

Series 2022 Installment Payments means the installment payments of interest and principal and the redemption premiums, if any, payable by the City under and pursuant to the Installment Purchase Contract as supplemented by the Second Supplemental Installment Purchase Contract with respect to the Series 2022 Bond and described in Section 10.3 (Installment Payments) thereof.

Taxable Rate means 3.60% per annum.

Tax-Exempt Rate means 2.845% per annum.

2022 Purchase Price means the principal amount plus interest thereon owed by the City to the Authority under the terms of the Second Supplemental Installment Purchase Contract to refund the Refunded Prior Bonds.

II. Supplemental Provisions. The following Article and Sections are hereby added to the Trust Agreement.

ARTICLE XIII THE SERIES 2022 BOND

Section 13.01. Terms and Form of Series 2022 Bond.

(A) Creation of Series 2022 Bond. The Authority hereby creates a Third Series of Bonds and additionally designates it “Refunding Series 2022 (Federally Taxable Convertible).” At any time after the execution and delivery of this Second Supplement, the Authority may execute and the Trustee shall authenticate and deliver the Series 2022 Bond in the aggregate principal amount of \$[Principal Amount] upon the Order of the Authority.

(B) Form of Series 2022 Bond. The Series 2022 Bond shall be issued in the form of a single, fully-registered installment bond in substantially the form attached hereto as Exhibit A with such insertions, omissions, substitutions, and variations as may be determined by the officers executing the same, as evidenced by their execution thereof, to reflect the applicable terms of the Series 2022 Bond established by this Article. The Series 2022 Bond shall be registered initially in the name of the Original Purchaser and shall not be delivered in book-entry form.

(C) Date; Interest Accrual; Interest Rates; Payment Dates.

The Series 2022 Bond shall be dated its date of delivery and shall bear interest from its date. Prior to the Conversion Date, the Series 2022 Bond shall bear interest at the Taxable Rate. After the Conversion Date, the Series 2022 Bond shall bear interest at the Tax-Exempt Rate. Interest on the Series 2022 Bond shall be payable on March 1, 2023, and thereafter semiannually on March 1 and September 1 of each year while the Series 2022 Bond is Outstanding. Interest on the Series 2022 Bond shall be calculated on the basis of a 360-day year comprising twelve 30-day months. The Authority shall pay installments of principal on the Bond in the following amounts on the following dates (subject to prior redemption as described below):

<u>Date (March 1)</u>	<u>Principal Amount</u>	<u>Date (March 1)</u>	<u>Principal Amount</u>
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(D) Principal and Interest Payments. The principal or Redemption Price of and interest on the Series 2022 Bond shall be payable in lawful money of the United States of America by wire transfer in immediately available funds on each Interest Payment Date to the Owner as of the close of business on the Regular Record Date, in accordance with such wire transfer instructions as are filed by the Owner with the Trustee from time to time. The Regular Record Date for the Series 2022 Bond is the fifteenth (15th) day of the calendar month immediately preceding the relevant Interest Payment Date. Payments of principal of the Series 2022 Bond shall be made without the requirement for presentation and surrender of the Series 2022 Bond by the Owner, provided that principal that is payable at final maturity or the Redemption Price payable upon redemption in whole shall be made only upon presentation and surrender of the Series 2022 Bond at the Corporate Trust Office.

(E) Cessation of Interest Accrual. Interest on the Series 2022 Bond shall cease to accrue (i) on the final principal payment date, provided that there has been irrevocably deposited with the Trustee an amount sufficient to pay the principal amount thereof, plus interest accrued thereon to such date; or (ii) on the date of its redemption in whole, provided there has been irrevocably deposited with the Trustee an amount sufficient to pay the Redemption Price thereof, plus interest accrued thereon to such date. The Owner of the Series 2022 Bond shall not be entitled to any other payment, and the Series 2022 Bond shall no longer be Outstanding and entitled to the benefits of this Second Supplement, except for the payment of the purchase price, principal amount or Redemption Price, of such Series 2022 Bond, as appropriate, from moneys held by the Trustee for such payment.

(F) Event of Default. Upon the occurrence and continuation of an Event of Default, the unpaid principal balance of the Bond shall, if elected by the Owner, bear interest at a rate per annum not greater than the Default Rate to the extent such increased rate is permitted by law. The Owner shall notify the Trustee of its election and the rate per annum to be applied as the Default Rate. If so imposed by the Owner, the Default Rate shall remain in effect until such time as the applicable Event of Default is cured to the satisfaction of the Owner. Any unpaid interest on the Bond, including Default Rate interest, shall accrue until paid.

(G) Interest Rate Following an Event of Taxability. After the Conversion Date, upon the occurrence of an Event of Taxability, the unpaid principal balance of the Bond shall, if elected by the Owner, bear interest at the Taxable Rate to the extent such increased rate is permitted by

law. The Owner shall notify the Trustee of its election and the rate per annum to be applied as the Taxable Rate.

(H) Series Required Reserve. The Series Required Reserve for the Series 2022 Bond is zero dollars (\$0.00).

Section 13.02. Transfer of Bond. The Owner may transfer the Series 2022 Bond in whole, but not in part, and only to a proposed transferee who is (i) an affiliate of the Owner, or (ii) banks, insurance companies, or other financial institutions or their affiliates that executes a Letter of Representations.

Transfer shall be made upon the books required to be kept pursuant to the provisions of Section 2.05 (Registration Transfer and Exchange) of the Trust Agreement, in person or by the duly authorized attorney of such person, upon surrender of the Series 2022 Bond to the Authority for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Authority and the purchaser's duly executed Letter of Representations.

Whenever the Series 2022 Bond shall be surrendered for transfer, the designated Authority officials shall execute, as provided in Section 2.04 (Execution, Authentication, Delivery, and Dating) of the Trust Agreement, and deliver a new Series 2022 Bond. The Authority shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of the Series 2022 Bond shall be required to be made by the Authority during the period from the close of business on the Regular Record Date next preceding any Interest Payment Date to and including such Interest Payment Date.

Prior to any transfer of the Series 2022 Bond the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 13.03. Redemption of Series 2022 Bond.

(A) General. The Series 2022 Bond is subject to redemption as provided in Article IV (Redemption of Bonds).

(B) Casualty Loss or Governmental Taking. The Series 2022 Bond is subject to redemption prior to maturity as a whole on any date or in part on any Interest Payment Date, from prepaid Installment Payments made by the City from funds received by the City due to a casualty loss, material title defect, or governmental taking of the Wastewater System or portions thereof by eminent domain proceedings, under the circumstances and upon the conditions and terms prescribed herein and in the Installment Purchase Contract, at a redemption price equal to the sum of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

(C) Optional Redemption.

(i) Pre-Conversion Date. The Series 2022 Bond is not subject to redemption at the option of the Authority prior to the Conversion Date.

(ii) Post-Conversion. After the Conversion Date, the Series 2022 Bond will be subject to one of the following two optional redemption provisions, as specified by the Owner in its Change of Redemption Notice:

(1) The Series 2022 Bond is subject to redemption, at the option of the Authority as directed by the City, in whole, from any available source of funds, on any Interest Payment Date on or after March 1, 2026 at the following redemption prices (expressed as a percentage of the principal amount being redeemed):

<u>Redemption Date</u>	<u>Redemption Price</u>
March 1, 2026 through September 1, 2027	102%
March 1, 2028 through September 1, 2029	101
March 1, 2030 and thereafter	100

or

(2) The Series 2022 Bond is subject to redemption, at the option of the Authority as directed by the City, in whole, from any available source of funds, on any Interest Payment Date on or after March 1, 2024 at the following redemption prices (expressed as a percentage of the principal amount being redeemed):

<u>Redemption Date</u>	<u>Redemption Price</u>
March 1, 2024 through September 1, 2025	103%
March 1, 2026 through September 1, 2027	102
March 1, 2028 through September 1, 2029	101
March 1, 2030 and thereafter	100

In any event, the Authority shall be required to give written notice of its intention to redeem the Series 2022 Bond at least thirty (30) days prior to the date fixed for such redemption in accordance with the requirements of Article IV (Redemption of Bonds).

Section 13.04. Application of Series 2022 Bond Proceeds. The proceeds of the sale of the Series 2022 Bond shall be deposited with the Trustee and shall be set aside or transferred by the Trustee as follows:

(i) transfer \$_____ to the Escrow Agent for deposit into the Escrow Fund established pursuant to the Escrow Agreement;

(ii) deposit \$_____ into the Costs of Issuance Fund.

The Trustee may establish a temporary fund or account in its records to facilitate such deposits or transfers.

Section 13.05. Costs of Issuance Fund.

(A) The Trustee shall disburse funds from the Costs of Issuance Fund, which is hereby established, to pay Costs of Issuance only upon receipt of a signed requisition (stating the amount to be disbursed and the party or parties being paid) approved by the Authorized Officer of the Authority and accompanied by an invoice or statement for each such amount.

(B) Upon payment of all Costs of Issuance (which include CDIAC fees), or upon the date occurring four (4) months after the Closing Date, whichever occurs first, the Trustee shall transfer all funds remaining in the Costs of Issuance Fund to the Reserve Fund, and the Costs of Issuance Fund shall thereupon be closed.

Section 13.06. Validity of Series 2022 Bond. The recital in the Series 2022 Bond that it is delivered pursuant to the constitution and statutes of the State shall be conclusive evidence of its validity and of compliance with provisions of law in its issuance and delivery.

Section 13.07. Role of the Original Purchaser. The Authority acknowledges and agrees that (i) the purchase of the Series 2022 Bond by the Original Purchaser is an arm's-length commercial transaction between the Authority and the Original Purchaser and its affiliates, (ii) in connection with such transaction, the Original Purchaser and its affiliates are acting solely as a principal and not as a fiduciary or agent of the Authority, nor as an advisor to the Authority, including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and in related rules (17 CFR Parts 200, 240, 249), (iii) the Original Purchaser and its affiliates are relying on the bank exemption in the such rule, (iv) the Original Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Authority with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Original Purchaser, or any affiliate of the Original Purchaser, have provided other services or advised, or is currently providing other services or advising the Authority on other matters), (v) the Original Purchaser and its affiliates have financial and other interests that differ from those of the Authority, and (vi) the Authority has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

Section 13.08. Additional Provisions and Rights so long as Series 2022 Bond held by the Original Purchaser. The following provisions apply so long as the Original Purchaser is the Owner of the Series 2022 Bond:

(A) Notwithstanding any other provision of this Second Supplement, the Original Purchaser has the right to consent to any amendment of this Second Supplement and to the removal and replacement of the Trustee.

(B) The Original Purchaser is hereby expressly made a third party beneficiary of this Second Supplement.

(C) The Authority shall notify the Original Purchaser of any failure of the Authority to provide relevant notices, certificates or other similar documents.

(D) The Authority shall pay or reimburse the Original Purchaser for any and all charges, fees, costs and expenses that the Original Purchaser may reasonably pay or incur in connection with the following: (i) the administration, enforcement, defense, or preservation of any rights or security hereunder or under this Second Supplement; (ii) the pursuit of any remedies hereunder, under this Second Supplement, or otherwise afforded by law or equity; (iii) any amendment, waiver, or other action with respect to or related to this Second Supplement whether or not executed or completed; (iv) the violation by the Authority of any law, rule, or regulation or any judgment, order or decree applicable to it; or (v) any litigation or other dispute in connection with this Second Supplement.

(E) The Series 2022 Bond shall not be rated, shall not have a CUSIP number, shall not be issued pursuant to an offering document, and shall be registered in the name of the Original Purchaser.

(F) Except as otherwise provided in the Installment Purchase Contract, the Authority shall not supplement, amend, modify or terminate any of the terms of the Installment Purchase Contract, or consent to any such supplement, amendment, modification or termination, without the written consent of the Trustee and the Owner

(G) Except as otherwise provided therein, the Trust Agreement and the rights and obligations of the Authority, of the Trustee, and the Owner may be modified or amended from time to time and at any time by a Supplemental Trust Agreement, which the Authority and the Trustee may enter into with the consent of the Owner, in its absolute discretion, which consent shall not be unreasonably withheld, and with the consent of the City and only to the extent permitted by law.

Section 13.09. Procedures for Conversion.

(A) Option to Convert Interest Rate. The Authority has the right, subject to the satisfaction of the conditions provided herein, at any time on or after December 5, 2023, to convert the interest rate payable on the Series 2022 Bond to the Tax-Exempt Rate. If the Authority elects to convert the Series 2022 Bond, the Owner of the Series 2022 Bond shall select one of the two optional redemption provisions described in Section 13.03(C).

(B) Notice of Proposed Conversion Date. The Authority shall provide written notice of its election to convert the interest rate on the Series 2022 Bond and the proposed Conversion Date to the Owner and the Trustee at least sixty (60) days (but not sooner than nine months) prior to the proposed Conversion Date, which notice shall state:

(i) that the interest rate on the Series 2022 Bond will be converted to the Tax-Exempt Rate on the Conversion Date, subject to the delivery of the items required by subsection (C) below on or prior to the Conversion Date;

(ii) that the Owner of the Series 2022 Bond shall exercise its option to choose one of two optional redemption provisions for the Series 2022 Bond as provided Section 13.03(C)

by delivering to the Authority and the Trustee not less than thirty (30) days prior to the proposed Conversion Date the Owner's Change in Redemption Notice.

(C) Items Required for Conversion to the Tax-Exempt Rate. On or prior to the Conversion Date, there shall be filed with or delivered to the Trustee, the Owner, and the Authority:

(i) a copy, duly certified by the Secretary of the Board, of the resolution adopted and approved by the Board authorizing the conversion of the interest rate on the Series 2022 Bond to the Tax-Exempt Rate;

(ii) appropriate amendments or supplements, if any, to this Second Supplement and the Series 2022 Bond, in form acceptable to the Owner;

(iii) a Tax Certificate dated the Conversion Date and delivered by the Authority with respect to certain tax matters related to the Series 2022 Bond, in form acceptable to the Owner;

(iv) Form 8038-G and evidence of filing such form with the United States Department of Treasury;

(v) an opinion of Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, Sacramento, California, and Lozano Smith, LLP, Sacramento, California, as co-bond counsel, or any other municipal bond attorney or firm of municipal bond attorneys approved by the Authority ("Qualified Bond Counsel") to the effect that the conditions precedent set forth herein to the conversion of the interest rate on the Series 2022 Bond to the Tax-Exempt Rate have been satisfied, that the Series 2022 Bond is valid and legally binding upon the Authority, and that the interest on the Series 2022 Bond accruing after the Conversion Date is excludable from gross income of the Owner thereof for federal income tax purposes under Section 103 of the Code, or any legislation enacted in replacement thereof, assuming continuing compliance by the Authority with certain covenants, together with reliance letters addressed to the Trustee and the Owner.

(D) New Series 2022 Bond and Bond Opinion. Promptly after the Conversion Date for the Series 2022 Bond, the Owner shall turn in the Series 2022 Bond in its possession to the Trustee and the Trustee shall promptly mail to the Owner of the Series 2022 Bond a new Series 2022 Bond at the Tax-Exempt Rate and which shall include a copy of the opinion of Qualified Bond Counsel delivered on the Conversion Date and optional redemption provisions in form acceptable to the Owner.

III. Provisions of the Trust Agreement. Except as in this Second Supplement expressly provided, every term and condition contained in the Trust Agreement shall apply to this Second Supplement and to the Series 2022 Bond with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Second Supplement.

This Second Supplement and all the terms and provisions herein contained shall form part of the Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Trust Agreement. The Trust Agreement is hereby ratified and confirmed and

shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

IV. Separability of Invalid Provisions. If any one or more of the provisions contained in this Second Supplement or in the Series 2022 Bond shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Second Supplement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Second Supplement, and this Second Supplement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the Trustee each hereby declares that it would have adopted this Second Supplement and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the execution and delivery of the Series 2022 Bond pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Second Supplement may be held illegal, invalid, or unenforceable.

V. Effect of Headings and Table of Contents. The headings or titles of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Second Supplement.

VI. Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity. To the fullest extent permitted by law, the Authority hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Series 2022 Bond or this Second Supplement or any documents relating to the Series 2022 Bond or this Second Supplement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the Authority hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The Authority hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to the Series 2022 Bond or this Second Supplement. The Trustee shall in no event be required to participate in any judicial reference proceeding as described in the foregoing sentence hereunder.

VII. Execution in Counterparts. This Second Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

WOODLAND FINANCE AUTHORITY

By: _____
Ken Hiatt, Administrator

ATTEST:

Ana B. Gonzalez, Secretary

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee**

By: _____
Authorized Officer

EXHIBIT A

FORM OF SERIES 2022 BOND

REGISTERED

REGISTERED

**WOODLAND FINANCE AUTHORITY
WASTEWATER REVENUE BOND, REFUNDING SERIES 2022
(FEDERALLY TAXABLE CONVERTIBLE)**

ORIGINAL PRINCIPAL AMOUNT	TAXABLE INTEREST RATE PER ANNUM	TAX-EXEMPT INTEREST RATE PER ANNUM	ORIGINAL ISSUE DATE
\$(PRINCIPAL AMOUNT]	3.60%	2.845%	[closing date]

REGISTERED OWNER: Webster Bank, National Association

PRINCIPAL SUM: _____ DOLLARS

The WOODLAND FINANCE AUTHORITY, a joint exercise of powers agency duly organized and validly existing under and pursuant to the laws of the State of California (the “Authority”), for value received hereby, promises to pay (but only out of the Revenues hereinafter referred to) to the registered owner identified above or registered assigns, the installments of principal in the amounts and on the dates stated below and interest on the unpaid principal amount of this Bond calculated from the original issue date stated above at the applicable interest rate per annum stated above (subject to increase to the Default Rate as described below) payable on March 1, 2023, and semiannually thereafter on each March 1 and September 1:

Date (March 1)	Principal Amount	Date (March 1)	Principal Amount
_____	_____	_____	_____

Interest on the unpaid principal amount of this Bond is calculated on the basis of a 360-day year comprising twelve 30-day months. The installments of principal of and interest on this Bond shall be payable in lawful money of the United States of America by wire transfer on each payment date to the registered owner hereof (in accordance with the terms of the Trust Agreement described below).

The Authority has duly authorized the issuance of this Bond, has designated it as its Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible) (the “Bond”), and has issued it in the original principal amount stated above. This Bond is issued under and pursuant to the provisions of the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto (the “Act”) and under and pursuant to the provisions of a trust agreement, as supplemented by the first supplemental trust agreement, both dated March 1, 2014, and the second supplemental trust agreement dated May 1, 2022, all of which are between the Authority and the Trustee (collectively, the “Trust Agreement”), copies of which are on file at the corporate trust office of the Trustee.

This Bond is issued to provide funds to refinance the cost of the acquisition, construction and equipping of water supply system facilities for the City of Woodland (the “City”). The Bond is a limited obligation of the Authority and is payable, as to interest thereon and principal thereof, solely from certain proceeds of the Bond held in certain funds and accounts pursuant to the Trust Agreement and the revenues (the “Revenues”) derived from Installment Payments and other payments made by the City pursuant to an installment purchase contract, as supplemented by the first supplemental installment purchase contract, both dated March 1, 2014, and as further supplemented by the second supplemental installment purchase contract dated May 1, 2022, all of which are between the City and the Authority (collectively the “Installment Purchase Contract”). The Authority is not obligated to pay interest on and principal of the Bond except from the Revenues. The Bond is secured in accordance with the terms and conditions of the Trust Agreement by a pledge of and charge and lien upon the Revenues. The Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bond as provided in the Trust Agreement.

The full faith and credit of the Authority and the City are not pledged for the payment of the interest on or principal of the Bond. No tax shall ever be levied or collected to pay the interest on or principal of the Bond. The Bond is not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Revenues. Neither the payment of the interest on nor principal of the Bond is a debt, liability or general obligation of the Authority.

Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bond is issued, the provisions with regard to the nature and extent of the Revenues, the rights of the registered owner of the Bond, security for payment of the Bond, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owner of the Bond). All the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the Authority and the registered owner of this Bond. The registered owner of this Bond, by acceptance hereof, agrees and consents to all the provisions of the Trust Agreement.

The Series 2022 Bond is not subject to redemption at the option of the Authority prior to the Conversion Date.

If an event of default, as defined in the Trust Agreement, occurs, the principal of the Bond may be declared due and payable upon the conditions, in the manner and with the effect provided in the Trust Agreement, except that the Trust Agreement provides that in certain events such

declaration and its consequences may be rescinded under the circumstances as provided therein and the Default Rate shall apply.

This Bond is transferable by the registered owner hereof, in person or by its attorney duly authorized in writing, at the corporate trust office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon such transfer, a new fully registered Bond for the same principal amount will be issued to the transferee in exchange herefor.

The Authority, the Trustee, and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes; and the Authority, the Trustee, and any paying agent shall not be affected by any notice to the contrary.

This Bond is not entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication attached hereto has been executed and dated by the Trustee.

The rights and obligations of the Authority and of the registered owner of the Bond may be modified or amended at any time in the manner, to the extent, and upon terms provided in the Trust Agreement, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owner of the Bond.

The Authority hereby certifies and recites that any and all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Woodland Finance Authority has caused this Bond to be executed in its name and on its behalf by the President of the Authority and countersigned by the Secretary of the Authority, and has caused this Bond to be dated as of the original issue date specified above.

WOODLAND FINANCE AUTHORITY

By: _____
President of the Authority

Countersigned:

Secretary of the Authority

CERTIFICATE OF AUTHENTICATION

This is the Bond described in the within mentioned Trust Agreement which has been authenticated on _____, 2022.

**U.S. Bank Trust Company, National
Association**, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within Bond and do(es) hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the bond register of the Trustee, with full power of substitution in the premises.

Dated: _____

Note: The signature(s) to this Assignment must correspond with the name(s) on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature(s) Guaranteed by:

Note: Signature must be guaranteed by an eligible guarantor institution (banks, securities brokers, savings associations, credit unions, or other institutions with membership in an approved signature guarantee medallion program) pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax Identification Number, or other identifying number of Assignee: _____

LEGAL OPINION

I hereby certify that the following is a true and correct copy of the legal opinion relating to the Bond described therein that was manually signed by Kronick, Moskovitz, Tiedemann & Girard and Lozano Smith, LLP and was dated the date of delivery and payment of said Bond.

Secretary of the Authority

KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD
A Professional Corporation
1331 Garden Hwy, 2nd Floor
Sacramento, CA 95833

LOZANO SMITH, LLP
One Capitol Mall, Suite 640
Sacramento, CA 95814

Members of the Board
Woodland Finance Authority
300 First Street
Woodland, California 95695

Re: Woodland Finance Authority
Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible)
(Final Opinion of Co-Bond Counsel)

Ladies and Gentlemen:

[INSERT OPINION]

EXHIBIT B

FORM OF ORIGINAL PURCHASER'S LETTER OF REPRESENTATIONS

[Closing Date]

Woodland Finance Authority
300 First Street
West Sacramento, CA 95695

[PLACEMENT AGENT]

Re: \$[PRINCIPAL AMOUNT]
 Woodland Finance Authority
 Wastewater Revenue Bond, Refunding Series 2022
 (Federally Taxable Convertible) (the "Bonds")

Ladies and Gentlemen:

The undersigned, [PURCHASER] (the "Purchaser") hereby represents and warrants to you as follows:

1. The Purchaser has purchased on the date hereof at the price of par, with no accrued interest [PRINCIPAL AMOUNT] in par amount of the above-referenced bond (the "Bond") issued by the Woodland Finance Authority (the "Authority"), pursuant to the Trust Agreement, supplemented by the First Supplemental Trust Agreement, both dated March 1, 2014, and as further supplemented by the Second Supplemental Trust Agreement dated May 1, 2022 (as so supplemented, the "Trust Agreement"), between the Authority and U.S. Bank Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), as trustee, and the Second Supplemental Installment Purchase Contract, dated May 1, 2022, between the City of Woodland (the "City") and the Authority.

2. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and extensions of credit such as the Bond in particular, to enable the Purchaser to evaluate the Bond, the credit of the City, the collateral and the terms of the Bond and that the Purchaser has made its own independent credit analysis and decision to purchase the Bond based on independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on [PLACEMENT AGENT], as placement agent (the "Placement Agent"), or its affiliates, directors, officers, employees, attorneys or agents.

3. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bond.

4. The Purchaser acknowledges that no official statement has been prepared for the Bond, and that the Authority will not be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the Bond. The Purchaser has been offered copies of or full access to all documents relating to the Bond and all records, reports, financial statements and other information concerning the Authority and pertinent to the source of payment for the Bond as deemed material by the Purchaser, which the Purchaser as a reasonable lender, has requested and to which the Purchaser, as a reasonable lender, would attach significance in making a lending decision.

5. The Purchaser confirms that its extension of credit through purchase of the Bond constitutes a loan that is suitable for and consistent with its loan program and that the Purchaser is able to bear the economic risk of an extension of credit through purchase of the Bond, including a complete loss thereof.

6. The Purchaser states that: (a) it is a bank, savings and loan association, insurance company, or registered investment company; or an investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions); or any other entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million; (b) it is (i) an “accredited investor” within the meaning of Rule 501(a)(1) of Regulation D under the Securities Act of 1933, as amended (the “1933 Act”) or (ii) a “Qualified Institutional Buyer” as defined in Rule 144A under the 1933 Act; (c) it is capable of evaluating investment risks and market value independently, both in general and with regard to transactions and lending strategies in municipal securities; (d) it is exercising independent judgment in evaluating: (i) the recommendation of the Placement Agent, if any, or its associated persons; and (ii) the quality of execution of the Purchaser’s transactions by the Placement Agent; and (e) it has timely access to material information that is available publicly through established industry sources as defined in Municipal Securities Rulemaking Board (MSRB) Rule G-47¹.

7. The Purchaser is purchasing the Bond solely for its own account, with a present intent to hold the Bond until maturity, or early redemption, other than participation in full to an affiliate, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of the Purchaser’s property will remain at all times within its control).

8. The Purchaser understands that the Bond (i) has not been registered under the Securities Act of 1933, as amended (the “Act”), and (ii) has not been registered or qualified under any state securities or “Blue Sky” laws, and that the Trust Agreement or any other related documents have not been qualified under the Trust Indenture Act of 1939, as amended.

9. The Purchaser acknowledges that in connection with the offering of the Bond: (i) the Placement Agent, has acted at arm’s length, is not an agent or financial advisor of, and owes

¹ Pursuant to MSRB Rule G-47 established industry sources shall include the MSRB’s Electronic Municipal Market Access (“EMMA”®) system, rating agency reports, and other sources of information relating to municipal securities transactions generally used by brokers, dealers, and municipal securities dealers that effect transactions in the type of municipal securities at issue.

no fiduciary duties to the Purchaser or any other person irrespective of whether the Placement Agent has advised or is advising the Purchaser on other matters, and (ii) the Purchaser represents it has had the opportunity to consult with its own legal counsel and to negotiate this letter prior to execution. The Purchaser waives to the fullest extent permitted by law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the placement of the Bond.

10. The Purchaser understands that the Authority and the Placement Agent, and their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

11. The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this letter has been duly authorized, executed, and delivered.

[PURCHASER]

By: _____
Authorized Officer

EXHIBIT C

FORM OF SUBSEQUENT PURCHASER'S LETTER OF REPRESENTATIONS

[Date]

Woodland Finance Authority
300 First Street
Woodland, CA 95695

Re: Woodland Finance Authority
Wastewater Revenue Bond, Refunding Series 2022
(Federally Taxable Convertible)

Ladies and Gentlemen:

The undersigned, [NAME OF TRANSFEREE] (the "Purchaser"), hereby represents and warrants to you as follows:

1. On the date hereof, the Purchaser has acquired the above-referenced bond (the "Bond"), in the outstanding principal amount of \$[PRINCIPAL AMOUNT], issued by the Woodland Finance Authority (the "Authority"), pursuant to the Trust Agreement, supplemented by the First Supplemental Trust Agreement, both dated March 1, 2014, and as further supplemented by the Second Supplemental Trust Agreement dated May 1, 2022 (as so supplemented, the "Trust Agreement"), by and between the Authority and U.S. Bank, Trust Company, National Association (as successor-in-interest to U.S. Bank National Association), as trustee, and the Second Supplemental Installment Purchase Contract, dated May 1, 2022, between the City of Woodland (the "City") and the Authority.

2. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and investment obligations such as the Bond in particular, to enable the Purchaser to evaluate the Bond, the credit of the Authority, the collateral, and the terms of the Bond.

3. The Purchaser has made its own independent credit analysis and decision to purchase the Bond based on an independent examination and evaluation of the transaction and the information provided to the Purchaser by the Authority or its agents and deemed appropriate, without reliance on the Authority or its officers, employees, attorneys or agents.

4. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bond.

5. The Purchaser acknowledges that no official statement has been prepared for the Bond, and that the Authority will not be entering into a continuing disclosure agreement pursuant to SEC Rule 15c2-12 or otherwise to provide ongoing disclosure respecting the Bond. The Purchaser has been offered copies of or full access to all documents relating to the Bond and all

records, reports, financial statements and other information concerning the Authority and pertinent to the source of payment for the Bond as deemed material by the Purchaser that the Purchaser, as a reasonable investor, has requested, and to which the Purchaser, as a reasonable investor, would attach significance in making an investment decision.

6. The Purchaser confirms that its purchase of the Bond constitutes acquisition of an investment that is suitable and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bond, including a complete loss of such investment.

7. The Purchaser is purchasing the Bond solely for its own loan account and not with a present intent to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser's property will remain at all times within its control).

8. The Purchaser understands and agrees that ownership of the Bond may be transferred only in whole to a person or entity that executes a letter of representations substantially in the form of this letter.

9. The Purchaser understands that the Bond (i) has not been registered under the Securities Act of 1933, as amended (the "Act"), and (ii) has not been registered or qualified under any state securities or "Blue Sky" laws, and that the Trust Agreement has not been qualified under the Trust Indenture Act of 1939, as amended.

10. The Purchaser has been furnished with and has examined the Bond, the Trust Agreement, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Bond.

11. The Purchaser understands that the Authority and its counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

12. The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this letter has been duly authorized, executed and delivered.

[PURCHASER]

By: _____

ESCROW AGREEMENT

between the

WOODLAND FINANCE AUTHORITY

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Escrow Agent**

Dated May 1, 2022

**relating to the
refunding and defeasance of the
Woodland Finance Authority
Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien)
(Issued March 13, 2014)**

ESCROW AGREEMENT

This ESCROW AGREEMENT (the “Escrow Agreement”), dated May 1, 2022, between the **WOODLAND FINANCE AUTHORITY** (the “Authority”), a joint powers authority duly established and existing under the laws of the State of California, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the “Escrow Agent”), a national banking association duly organized and existing under and by virtue of the laws of the United States, and being qualified to accept and administer the trust hereby created as escrow agent, and in its capacity as trustee (the “Trustee”), under the Trust Agreement dated March 1, 2014 (as thereafter amended and supplemented, the “Trust Agreement”), between the Authority and the U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (successor-in-interest to U.S. Bank National Association).

WITNESSETH:

WHEREAS, the Authority issued \$33,825,000 aggregate principal amount of its “Woodland Finance Authority Wastewater Revenue Bonds, Refunding Series 2014 (Junior Lien)” (the “Prior Bonds”) pursuant to the Trust Agreement;

WHEREAS, the Authority has determined to refund and defease the outstanding Prior Bonds maturing on and after March 1, 2025 (the “Refunded Bonds”), and has issued its Woodland Finance Authority Wastewater Revenue Bond, Refunding Series 2022 (Federally Taxable Convertible) (the “Series 2022 Bond”), pursuant to the Trust Agreement dated March 1, 2014, as supplemented by the First Supplemental Trust Agreement dated March 1, 2014, and the Second Supplemental Trust Agreement dated May 1, 2022, by and between the Authority and the Trustee, to provide the funds necessary for that purpose;

WHEREAS, the Authority has taken action to cause to be made available for purchase by the Escrow Agent, from amounts on deposit in the Escrow Fund (as defined herein), certain [direct noncallable United States Treasury obligations] (the “Escrow Securities”), listed on Schedule I attached hereto, in an aggregate principal amount that, together with the money deposited in the Escrow Fund at the same time as such deposit and the income to accrue on such securities, will be sufficient to pay (i) the interest coming due on the Refunded Bonds, and (ii) the redemption price of the Refunded Bonds maturing on or after March 1, 2025, on March 1, 2024;

WHEREAS, the provisions of the Trust Agreement are incorporated herein by reference as if set forth herein in full;

NOW, THEREFORE, the Authority and the Escrow Agent hereby agree as follows:

Section 1. Escrow Fund.

(a) **Establishment and Funding of Escrow Fund.** The Escrow Agent agrees to establish and maintain the Escrow Fund (the “Escrow Fund”) until all the Refunded Bonds have been redeemed as provided herein. The Escrow Agent shall, except as provided in Section 3 hereof, hold the Escrow Securities and the money (whether constituting the initial deposit in the Escrow Fund or constituting receipts on the Escrow Securities) in the Escrow Fund at all times as a separate trust account wholly segregated from all other securities, investments or money held by it. All securities and money in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 3 hereof, to secure the payment and redemption of the Refunded Bonds and payment of interest thereon as provided

herein. On the date of execution and delivery of this Escrow Agreement, the Authority shall cause to be transferred to the Escrow Agent the sum of \$_____ from the proceeds from the sale of the Series 2022 Bond, which the Escrow Agent shall deposit in the Escrow Fund.

(b) Investment of Money in the Escrow Fund. The Authority hereby directs the Escrow Agent to purchase the Escrow Securities at a price of \$_____ with amounts in the Escrow Fund and retain the balance of such amounts, \$_____, in uninvested cash in the Escrow Fund. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this section and in full compliance with the provisions hereof.

(c) Payment from the Escrow Fund. The Authority hereby irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees, to use the interest on and principal of all Escrow Securities held in the Escrow Fund, together with any other money, to pay (i) the interest coming due on the Refunded Bonds, and (ii) the redemption price of the Refunded Bonds maturing on or after March 1, 2025, on March 1, 2024, as set forth in Schedule II attached hereto. Following such payment, the Escrow Agent shall transfer any remaining amounts in the Escrow Fund to the Authority.

(d) Deficiencies in the Escrow Fund. If at any time the Escrow Agent shall have actual knowledge that the money in the Escrow Fund, including the anticipated proceeds of the Escrow Securities, will not be sufficient to make the payments required by Section 3 hereof, the Escrow Agent shall notify the Authority in writing as soon as reasonably practicable of such fact, stating the amount of such deficiency and the reason therefor (if known to it), and the Authority shall use its best efforts to obtain and deposit with the Escrow Agent for deposit in the Escrow Fund such additional money as may be required to provide for the making of all such payments, provided that such additional money may be deposited solely from lawfully available funds of the Authority or from a special appropriation made by the Authority for such purpose, which appropriation shall at all times be subject to the sole discretion of the Authority. The Authority shall incur no liability, however, if such additional moneys are unavailable or are not sufficient for such purpose. The Escrow Agent shall in no event or manner be responsible for the failure of the Authority to make any such deposit.

Section 2. Notice of Redemption and Notice of Defeasance. The Authority hereby irrevocably instructs the Trustee, in accordance with the terms and conditions of the Trust Agreement to provide notice of redemption of the Refunded Bonds maturing on or after March 1, 2025, and a notice of defeasance for the Refunded Bonds, such notices to be provided in the time and manner specified in the Trust Agreement and substantially in the forms shown in Exhibit A and Exhibit B.

Section 3. Termination. Upon the completion of the payments required from the Escrow Fund and the transfer of any moneys remaining in the Escrow Fund to the Authority, this Escrow Agreement shall be terminated and of no further force or effect.

Section 4. Compensation and Indemnification of the Escrow Agent.

(a) Payment for Services. The Authority shall pay the Escrow Agent an annual fee for its services hereunder and shall reimburse the Escrow Agent for its out-of-pocket expenses (including but not limited to the fees and expenses, if any, of its counsel or accountants) incurred by the Escrow Agent in connection with these services, all as more particularly agreed upon by the Authority and the Escrow

Agent; provided that these fees and expenses shall in no event be deducted from the Escrow Fund. Under no circumstances shall the Escrow Agent assert a lien on the Escrow Fund for any of its fees or expenses.

(b) Indemnification. The Authority agrees to indemnify the Escrow Agent, its directors, agents, and its officers or employees for, and hold the Escrow Agent, its directors, agents, and its officers or employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including, without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Agent) which may be imposed on, incurred by, or asserted against the Escrow Agent or such other party at any time by reason of its performance of Escrow Agent's services, in any transaction arising out of the Escrow Agreement or any of the transactions contemplated herein, unless due to the gross negligence or willful misconduct of the Escrow Agent.

(c) Survival of Obligations. The obligations of the Authority hereunder to the Escrow Agent shall survive the termination or discharge of this Escrow Agreement or the resignation or removal of the Escrow Agent.

Section 5. Functions of the Escrow Agent; Immunities.

(a) Application of Escrow Fund. Moneys held by the Escrow Agent hereunder are to be held and applied for the payment of the Refunded Bonds in accordance with the Trust Agreement and this Escrow Agreement.

(b) No Implied Duties. The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in the Escrow Agreement and no implied duties or obligations shall be read into the Escrow Agreement against the Escrow Agent.

(c) Reliance on Documents. The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected and indemnified as stated in the Escrow Agreement, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(d) Electronic Communications. The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by secure e-mail (for purposes of this Escrow Agreement, an e-mail does not constitute a notice, request or other communication hereunder but rather the portable document format or similar attachment attached to such e-mail will constitute such notice), facsimile transmission or other similar unsecured electronic methods, provided, however, that the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Agent email or facsimile instructions (or instructions by a similar electronic method), the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent

with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(e) Escrow Agent's Immunities. The Escrow Agent shall not have any liability hereunder except to the extent of its own gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if parties know of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under the Escrow Agreement in the case of any default in the performance of covenants or agreements contained in the Trust Agreement or in the case of the receipt of any written demand with respect to such default. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under the Escrow Agreement.

(f) Reliance on Advice of Counsel. The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Authority) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(g) Not Responsible for Authority's Representations. The Escrow Agent shall not be responsible for any of the recitals or representations contained herein, in the Trust Agreement, or in the Indenture.

(h) Escrow Agent May Own Series 2022 Bond. The Escrow Agent may become the owner of, or acquire any interest in, the Series 2022 Bond with the same rights that it would have if it were not the Escrow Agent, and may engage or be interested in any financial or other transaction with the Authority.

(i) Other Transactions. The Escrow Agent may engage or be interested in any financial or other transaction with the Authority.

(j) Not Responsible for Sufficiency Calculations. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrow Securities and moneys to make the payments of principal of and interest and redemption premium on the Refunded Bonds in accordance with the terms and conditions herein.

(k) Not Responsible for Acts or Omissions of the Authority. The Escrow Agent shall not be liable for any action or omission of the Authority under the Escrow Agreement, the Trust Agreement, the Indenture, or otherwise.

(l) Reliance On Authority Certification. Whenever in the administration of the trust of the Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of the Authority, and such certificate shall, in the absence of gross negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of the Escrow Agreement upon the faith thereof.

(m) Resignation; Appointment of Successor. The Escrow Agent may at any time resign by giving written notice to the Authority of such resignation, whereupon the Authority shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective sixty (60) days after notice of the resignation is given as stated above or upon appointment of a successor Escrow Agent, whichever first occurs. If the Authority does not appoint a successor Escrow Agent by the resignation effective date, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent (or may deposit with the court the Escrow Securities and money or other property held by it in trust under the Escrow Agreement), which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the Authority may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the Authority appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the Authority shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

(n) Statements. The Escrow Agent will provide the Authority, within thirty (30) days after the payment of all the Refunded Bonds, with a statement of the Escrow Fund maintained hereunder. The Escrow Agent shall furnish the Authority periodic cash transaction statements that include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Authority. Upon the Authority's election, such statements will be delivered via the Escrow Agent's online service and upon electing such service, paper statements will be provided only upon request. The Authority waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(o) Escrow Agent's Funds Not at Risk. The liability of the Escrow Agent to make the payments required by this Escrow Agreement shall be limited to the moneys and Escrow Securities in the Escrow Fund. None of the provisions of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(p) Use of Agents. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or gross negligence on the part of any agent, attorney, custodian or nominee so appointed.

(q) Force Majeure. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

Section 6. Merger or Consolidation of the Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust

business shall be the successor to the Escrow Agent and vested with all of the title to the Escrow Fund and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 7. Amendment of the Escrow Agreement. The Escrow Agreement may not be revoked or amended by the parties hereto unless (i) there shall first have been filed with the Authority and the Escrow Agent an unqualified opinion of bond counsel that such amendment will not adversely affect the excludability from gross income for federal income tax purposes of interest evidenced by the Refunded Bonds, and unless (ii) such amendment is not materially adverse to the interests of the registered owners of the Refunded Bonds, as evidenced by an opinion of counsel, or the Escrow Agent has received the written consent of the registered owners of all Refunded Bonds then outstanding.

Section 8. Governing Law. The Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 9. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows:

If to the Authority: Woodland Finance Authority
 C/O City of Woodland
 300 First Street, Woodland, CA 95695,
 Attention: Treasurer/Controller

If to the Escrow Agent: U.S. Bank Trust Company, National Association
 One California Street, Suite 1000
 Mail Code – SF-CA-SFCT
 San Francisco, CA 94111
 Attention: Global Corporate Trust

Section 10. Severability. If any section, paragraph, sentence, clause or provision of the Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of the Escrow Agreement.

Section 11. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the Trust Agreement.

Section 12. Execution. The Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Authority and the Escrow Agent have caused the Escrow Agreement to be executed each on its behalf.

WOODLAND FINANCE AUTHORITY

By: _____
Ken Hiatt, Administrator

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Escrow Agent and Trustee

By: _____
Authorized Signatory

SCHEDULE I

ESCROW SECURITIES

United States Treasury Certificates of Indebtedness State and Local Government Series

Principal Amount	Interest Rate	First Interest Payment Date	Maturity Date

United States Treasury Note State and Local Government Series

Principal Amount	Interest Rate	First Interest Payment Date	Maturity Date

SCHEDULE II

DEBT SERVICE PAYMENT AND REDEMPTION SCHEDULE

Refunded Bonds

Payment Date	Principal Redeemed	Interest	Total
Total			

EXHIBIT A

NOTICE OF DEFEASANCE

**WOODLAND FINANCE AUTHORITY
WASTEWATER REVENUE BONDS, REFUNDING SERIES 2014 (JUNIOR LIEN)
Maturing March 1, 2025, through March 1, 2035
(Issued March 13, 2014)**

Maturity	Principal Amount	Interest Rate	CUSIP*

NOTICE IS HEREBY GIVEN pursuant to the Trust Agreement dated March 1, 2014 (as thereafter amended and supplemented, the “Trust Agreement”), between the Woodland Finance Authority (the “Authority”) and U.S. Bank Trust Company, National Association, as Trustee, which provided for the issuance of the above-captioned bonds (the “Refunded Bonds”):

That the Authority has deposited in escrow with U.S. Bank Trust Company, National Association, as its escrow agent (the “Escrow Agent”), money and United States Treasury Notes and Certificates of Indebtedness, State and Local Government Series, in the necessary amount to pay (i) the interest coming due on the Refunded Bonds, and (ii) the redemption price of the Refunded Bonds maturing on or after March 1, 2025, on March 1, 2024, at a redemption price equal to 100% of the principal amount of the Refunded Bonds, without premium.

All agreements and covenants of the Authority in the Trust Agreement with respect to the Refunded Bonds have ceased, terminated, become void and been discharged and satisfied in accordance with the provisions of the Trust Agreement, except for the obligation to pay interest and on and principal of the Refunded Bonds, but only from moneys on deposit with the Escrow Agent.

*The Authority and the Escrow Agent shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in this notice or as printed on any Refunded Bond. They are included solely for the convenience of the holders.

DATED: (date of notice generation)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

EXHIBIT B

NOTICE OF REDEMPTION

**WOODLAND FINANCE AUTHORITY
WASTEWATER REVENUE BONDS, REFUNDING SERIES 2014 (JUNIOR LIEN)
Maturing March 1, 2025, through March 1, 2035
(Issued March 13, 2014)**

Maturity	Principal Amount	Interest Rate	CUSIP*

NOTICE IS HEREBY GIVEN pursuant to the Trust Agreement dated March 1, 2014 (as thereafter amended and supplemented, the “Trust Agreement”), between the Woodland Finance Authority (the “Authority”) and U.S. Bank Trust Company, National Association, as Trustee, that provided for the issuance of the above-captioned bonds (the “Refunded Bonds”), that the Refunded Bonds maturing on or after March 1, 2025, will be redeemed on March 1, 2024 (the “Redemption Date”), at a redemption price equal to 100% of the principal amount thereof, without premium (the “Redemption Price”).

Payment of the Redemption Price shall become due and payable on the Redemption Date, together with interest thereon accrued to the Redemption Date, upon presentation and surrender of such Refunded Bonds to the Corporation Trust Office(s) listed below:

U.S. Bank Trust Company, National Association
Global Corporate Trust
111 Fillmore Ave E
St. Paul, MN 55107

Interest on such Refunded Bonds shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003, 28% will be withheld if tax identification number is not properly certified.

DATED: (date of notice generation)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Trustee

**PLACEMENT AGENT AGREEMENT
MUNICIPAL ISSUERS**

May 3, 2022

City of Woodland, California
Kimberly McKinney
Via email

Re: Placement Agent Agreement
Wastewater Revenue Refunding Bonds

Dear Ms. McKinney:

This letter confirms the agreement (the “Agreement”) between Hilltop Securities Inc. (“HilltopSecurities” or “we” or “us”) and City of Woodland (the “Issuer” or “you”). You desire to engage HilltopSecurities as a placement agent in connection with the placement of your Wastewater Revenue Refunding Bonds (the “Securities”). Pursuant to MSRB Rule 15c2-12(d), the Securities will be issued in authorized denominations of \$100,000 or more with, as currently contemplated, gross proceeds of approximately \$23,300,000 for the purpose of refunding the City’s 2014 Bonds pursuant to Resolution No. _____ authorizing document to be adopted on May 3, 2022 (the “Resolution”). As a placement agent, HilltopSecurities will have duties, roles and responsibilities that are different from those of a municipal advisor. You are directed to consider the MSRB Rule G-17 disclosures relevant to placement agent activity.

Engagement. The Issuer engages HilltopSecurities to act as its exclusive representative to assist you on a best efforts basis in placing the Securities (the “Transaction”). You acknowledge and agree that our engagement hereunder is not an agreement by HilltopSecurities or any of its affiliates to underwrite, place or purchase the Securities or otherwise provide any financing to you. We accept this engagement upon the terms and conditions set forth in this Agreement. Sale and delivery of the Securities by the Issuer and purchase by the purchasers will occur on the day of closing (“Closing Date”).

Fees. For our services, you agree to pay us \$42,500 payable by wire transfer of immediately available funds on the Closing Date. For avoidance of doubt, the Placement Agent Fee shall be contingent upon the closing of the Transaction.

Disclosure and Due Diligence. The Issuer will prepare and provide to the Placement Agent the following:

- A term sheet and/or other documents including financials, budgets, estimated debt service requirements and coverage, historical tax collections by relevant classification, litigation and regulatory materials, material contracts, Issuer demographic information, underlying credit ratings and other information deemed material to investors, (the “Information Package”).
- The draft Resolution and other legal documents to be used in connection with the Transaction (together with all supplements, modifications, and additions thereto prior to the Closing Date, which together with the Information Package are referred to as the “Placement Materials”).
- The Issuer will make available to the Purchaser and the Placement Agent such documents and other information which the Purchaser or the Placement Agent reasonably deem appropriate, will provide access to its officers, directors, employees, accountants, counsel and other representatives, and will

provide the Purchaser and the Placement Agent the opportunity to ask questions and receive answers from knowledgeable individuals.

- The Issuer will cause its counsel to allow the Placement Agent to rely on any opinion provided to the Issuer, and will allow the Placement Agent to rely on any representations made to the Purchaser by the Issuer.

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- The Issuer is duly organized and validly existing under the laws of the State of California (the “State”) with the power to adopt the Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and cause the issuance of the Securities.
- The Issuer: (i) has duly authorized and approved the execution and delivery of this Agreement; (ii) will adopt and on the Closing Date will have duly adopted the Resolution; (iii) will duly authorize and approve the Placement Materials and the use and distribution of the Placement Materials to prospective Purchasers; and (iv) will duly authorize and approve the execution and delivery of all financing or operative documents, including the Securities, to which the Issuer is a party relating to the issuance and security for the Securities, as such documents are amended and supplemented to the Closing Date, including but not limited to any trust indenture, loan agreement, or security instrument (the “Financing Documents”), and the performance of its obligations and the consummation by it of all other transactions contemplated thereby.
- On the Closing Date, the Financing Documents will have been duly authorized, executed, and delivered by the Issuer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against the Issuer in the State of California.
- The Issuer is not, and on the Closing Date will not be, in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, Resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Financing Documents, and the execution and delivery of the Financing Documents, the adoption of the Resolution and the issuance of the Securities and compliance with the provisions of each will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties under the Financing Documents and the Securities.
- No action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency, public board or body is, and on the Closing Date will not be, pending or, to the knowledge of the Issuer, threatened: (i) in any way affecting the existence of the Issuer or the titles of the members of the authorizing body of the Issuer to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the collection or payment by the

Issuer of any amounts pledged or to be pledged as security to pay the principal of and interest on Securities, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Resolution or the Financing Documents, (iv) contesting in any way the completeness, truth, or accuracy of the Placement Materials, (v) except as disclosed in the Placement Materials, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the security or source of payment of, or to pay debt service on the Securities, or (vi) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax.

- Regarding information provided by the Issuer to the Purchaser and the Placement Agent, (i) the Issuer represents and warrants that all information made available to the Purchaser and the Placement Agent by the Issuer or contained in the Information Package, when provided will at all times thereafter during the period of the engagement of the Placement Agent hereunder, be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made.

Documents to be Delivered at Closing. On the Closing Date, the Issuer will deliver or cause to be delivered to the Placement Agent:

- The Opinion of Bond Counsel to the Issuer, dated the Closing Date relating to the validity of the Securities, and if the Securities are tax-exempt, the tax-exempt status of the Securities, together with a reliance letter from such counsel, dated the Closing Date and addressed to Hilltop Securities Inc.
- An Purchaser Letter, in the form attached to this Agreement as Appendix A, executed by each Purchaser and addressed to the Issuer and the Placement Agent; and
- A certificate of the Issuer, dated the Closing Date, in the form attached to this Agreement as Appendix B.
- Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent or its counsel, if any, and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

Regulatory Disclosures. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As placement agent, HilltopSecurities may provide advice concerning the structure, timing, terms, and other similar matters concerning the Transaction. You acknowledge and agree that: (i) the primary role of HilltopSecurities as a placement agent, is to place securities to investors in an arms-length commercial transaction and that HilltopSecurities has financial and other interests that differ from your interests; (ii) HilltopSecurities is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether HilltopSecurities has provided other services or is currently providing other services to you on other matters); (iii) the only obligations HilltopSecurities has to you with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) you have

consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.

Termination. You or we may terminate our engagement under this agreement, with or without cause, upon ten days' written notice to the other party provided that the provisions the section entitled Fees and the obligations thereunder shall not be affected by such termination.

Survival of Certain Representations and Obligations. The respective agreements, covenants, representations, warranties and other statements of the Issuer and its officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Securities and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

Section Headings. Section headings contained herein are for convenience of reference only and are not part of this agreement.

Amendment. This agreement may be amended only by a written instrument executed by each of the Parties. The terms of this agreement may be waived only by a written instrument executed by the party waiving compliance.

Entire Agreement. This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this Agreement.

No Assignment. This agreement has been made by the Issuer and HilltopSecurities, and no other person shall acquire or have any right under or by virtue of this agreement.

Governing Law. This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of California.

Effectiveness. This agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

Severability. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and we will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

Counterparts. This agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

Notices. Any notice required or permitted to be given under this agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this agreement with a copy sent to the General Counsel of such Party.

Sincerely,

Mike Cavanaugh Managing Director
Hilltop Securities Inc.

Acknowledgment and Approval of Engagement

Kimberly McKinney, City of Woodland, CA

Date: _____

APPENDIX A
FORM OF PURCHASER LETTER

[Address to Issuer and Placement Agent]

Re: [Name of securities]

We will use the actual form that the Bank will sign.

APPENDIX B
FORM OF ISSUER CLOSING CERTIFICATE

Pursuant to the Placement Agent Agreement, dated [date of Agreement] between [name of Issuer] and [name of the Placement Agent] (the “Agreement”), as [title] of the Issuer duly authorized to execute this Certificate on behalf of the Issuer, I hereby certify:

- The representations and warranties of the Issuer contained in the Agreement are true and correct as if made on the date hereof;
- The Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement; and
- As of its date and the date hereof, the information contained in the Placement Materials is complete, true, and accurate and such information does not contain any untrue statement of a material fact or state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

[Name] _____

[Title] _____

[Date] _____

[ANNEX A]
CERTAIN DISCLOSURES

The Placement Agent hereby further provides the Issuer with certain disclosures relating to the Securities, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012).

The Placement Agent intends to serve as a placement agent, and not as a financial advisor or municipal advisor in connection with the issuance of the Securities. As part of our services as the Placement Agent we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Securities.

Concerning our role as the Placement Agent:

- Municipal Securities Rulemaking Board Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
- our primary role in this transaction is to facilitate the sale and purchase of your Securities between you and one or more investors for which we will receive compensation;
- unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
- we have a duty to use our commercially reasonable efforts to arrange the purchase of the Securities from you by investors at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and
- we will review the Placement Materials for your Securities in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Concerning our Compensation as Placement Agent:

- We will be compensated pursuant to the terms set forth in this Agreement;
- a portion of our compensation may be based in whole or in part upon the principal amount of the Securities sold in the Placement; and
- while this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the Placement Agent may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: May 17, 2022
ITEM #: H.19
SUBJECT: Authorize Appropriations for an Extra Payment of Unfunded Liability to CalPERS

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, authorizing amendments to the budget totaling \$6,123,367 for extra unfunded liability payments to CalPERS.

Staff Contact:

Kim McKinney, Director of Administrative Services, (530) 661-5849, kim.mckinney@cityofwoodland.org

Fiscal Impact:

Based on the most recent actuarial reports provided by CalPERS, the City's combined unfunded actuarial liability (UAL) for the Safety and Miscellaneous Plans totals \$119,069,628. The annual contribution toward this UAL, as determined by CalPERS, is expected to be \$9,270,851 for FY2022/23.

The proposed extra payment of \$3,060,077 to the Safety Plan UAL will decrease the ongoing annual contribution by \$296,478 in FY2022/23, increasing to a savings of \$421,848 by FY2036/37. The proposed extra payment of \$3,063,290 to the Miscellaneous Plan UAL will decrease annual contributions by \$225,405 in FY2022/23, increasing to a savings of \$329,541 by FY2037/38. The one-time extra payments totaling \$6,123,367 will ultimately reduce future UAL payments over 16 years by \$9,097,064, an overall savings of \$2,973,697 in interest costs that will not be incurred.

The extra payments will be made by contributions from multiple funds, with the largest portion coming from the General Fund reserves (\$4,162,988). All funds that pay for full-time employees will benefit from reduced future UAL contributions.

At the end of the current fiscal year, the General Fund is projected to have an unreserved fund balance of \$21.3 million, or 38%. Use of \$4.16 million for the extra payment will leave the fund balance at \$17.1 million, or 30.6%, which is still in excess of the Council policy of 20% reserves.

Background:

The City participates in the California Public Employees Retirement System (CalPERS) to provide pension benefits for full-time employees. The pension program is pre-funded, rather than pay-as-you-go like Social Security. In a pre-funded plan, contributions are made to a pension trust over the working life of an employee, those contributions earn interest over time, and eventually the accumulated funds are available to pay benefits when an employee retires. To the extent that sufficient assets are not available to pay for the benefits earned to date, an unfunded actuarial liability (UAL) will exist in the plan.

Over the last several years, the City's UAL has been steadily increasing (as has been the case with most other CalPERS agencies) as a result of several factors.

- **Investment Returns:** Especially in 2008-2010, investment returns fell well short of the expected return of 7.75% that CalPERS expected and planned for at that time. In part because of this, and to correct unrealistic expectations of long-term investment returns, CalPERS lowered its expected investment earnings (or discount rate) from 7.75% to 7.00%. The shortfall in returns and the change in discount rate has had a significant impact (increase) on unfunded liabilities.

- Actuarial reports that are completed to determine the City's annual contribution rely on several significant assumptions. CalPERS periodically reviews these assumptions, and over the last few years has made corrections to account for people retiring earlier and living longer than previously anticipated. Changing these assumptions also increases the UAL.

Beginning in 2013, CalPERS made some administrative changes that required agencies to pay more money on a faster schedule to improve the funded status of the plan. Although these changes are necessary to ensure the continued viability of the CalPERS system, the increased contribution rates put significant strains on agency budgets, including Woodland.

The City has made significant progress over the last several years, working with employee bargaining groups, to share the cost of benefits and to mitigate the rising costs of pensions. Because the UAL is generated by previous service of current and retired employees, the City has limited options available to address this component of pension contributions.

Discussion:

The City's General Fund five-year forecast consistently shows that the expected growth in City revenues is outpaced by the growth in City expenditures. The largest component of the City's operating budget is the costs associated with employees, including salary and benefits. There are few ways to lower the overall costs without reducing service levels; an extra payment towards the UAL is one way to manage future costs of the benefits. Due to prudent financial management in the General Fund and a few internal funds in particular, one-time money is available to assist in this effort.

Two options were considered by staff to reduce the budget impact of CalPERS contributions: contribution to a Section 115 Trust, or an extra payment toward the CalPERS unfunded liability.

A Section 115 Trust is an irrevocable trust that allows the City to set aside money for future pension payments, earning interest at a rate higher than would be possible in the City's pooled investments. Funds from this trust could be used to offset the annual impact of CalPERS contribution rates for the City, but would not have an impact on the actual UAL for the City.

An extra payment to CalPERS directly impacts the City's UAL, improves the funded status of the plans, saves significant money from compounding interest over time, and provides an immediate reduction in required annual contributions. An extra payment to CalPERS is similar to making an extra payment on your mortgage, where the payment is applied to principal owed, future payments are adjusted and you pay less interest overall. Based on staff analysis, the proposed extra payments totaling \$6,123,367 will result in reduced contributions of \$9,097,064 over the next sixteen years; a total savings of \$2,973,697.

Conclusion:

Staff recommends that the City Council adopt Resolution No. ____, authorizing amendments to the budget totaling \$6,123,367 for extra unfunded liability payments to CalPERS.

Prepared by: Kim McKinney, Director of Administrative Services

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

Ken Hiatt
City Manager

Attachments:

1. Resolution FY22 PERS UAL Extra Payment
2. Attachment 1 - Appropriations by Fund

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING AMENDMENTS TO THE FISCAL YEAR 2021-2022 ANNUAL
BUDGET FOR PAYMENT OF UNFUNDED PENSION LIABILITIES**

WHEREAS, the City provides pension benefits to full time employees through the California Public Employees Retirement System (CalPERS); and

WHEREAS, the City contributes to CalPERS to pay for the cost associated with employee service for the upcoming year (“Normal Cost”) and toward shortfall in funding provided for employee services that occurred in the past (“Unfunded Liability”); and

WHEREAS, the Safety Plan with CalPERS has an expected unfunded actuarial liability (UAL) of \$62,084,582 and the Miscellaneous Plan has a UAL of \$58,415,640; and

WHEREAS, the annual contribution to CalPERS for FY2022/23 is calculated to include payments toward the UAL of \$9,270,851; and

WHEREAS, an extra payment to CalPERS can be used to pay down specified amortized bases of the UAL; and

WHEREAS, an extra payment to CalPERS will result in reduced future annual contribution amounts and overall savings in interest accrual; and

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, additional appropriations are required to make an extra payment toward the UAL;

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 \$6,123,367 shown in Attachment 1.

Section 2. The City Manager and Finance Officer are hereby authorized to make extra payments to CalPERS in the amount of \$3,060,077 for the Safety Plan and \$3,063,290 to the Miscellaneous Plan.

PASSED AND ADOPTED by the City Council this 17th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

RESOLUTION NO: _____

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**ATTACHMENT 1
CITY OF WOODLAND
FISCAL YEAR 2022/23
APPROPRIATIONS FOR CALPERS EXTRA PAYMENT**

Fund	Title	
010	EQUIP SERVICES	98,563
015	INFORMATION SYSTEMS FUND	116,450
091	SELF INSURANCE	9,514
099	DISBURSE FUND-PR	250,000
101	GENERAL FUND	4,162,988
210	WATER ENTERPRISE FUND	472,764
220	SEWER ENTERPRISE FUND	472,534
222	WASTEWATER PRE-TREATMENT	35,577
250	RECYCLING	16,941
354	TRANS DVLP (SB325)	106,258
355	GAS TAX-2106 (SELECT)	71,906
381	GIBSON RANCH L&L	21,569
389	SPRINGLAKE L&L	66,774
391	SPORTS PARK O&M CFD	14,426
392	GATEWAY L&L	3,049
507	MEASURE F	194,389
601	SPRINGLAKE ADMINISTRATION	9,666
		6,123,367