



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

August 16, 2022
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representative: City Manager and Administrative Services Director
Employee Organization: Woodland Police Mid-Management Unit
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Sec. 54956.9)
Name of case: Yolo County Farm Bureau et al. v. City of Woodland et al., Yolo County Superior Court

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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.

3. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communication submitted for items specific to this agenda will be attached as a file to the associated agenda item.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

4. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

5. SUBJECT: Sacramento Area Council of Governments 2024 Blueprint Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from the Sacramento Area Council of Governments (SACOG) on the 2024 Blueprint Project (formerly known as the Metropolitan Transportation Plan/Sustainable Communities Strategy).

I. CONSENT CALENDAR

6. SUBJECT: City Council Meeting Minutes of July 5, 2022 and July 19, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of July 5, 2022 and July 19, 2022.

7. SUBJECT: Parks & Recreation Commission Meeting Minutes of June 27, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive June 27, 2022, Parks & Recreation Commission Meeting Minutes.

8. SUBJECT: Fire Department Quarterly Status Report for the Period of April 2022 through June 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2022 through June 2022.

9. SUBJECT: Police Department Quarterly Status Report for the period of April 2022 through June 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for April 2022 through June 2022.

10. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended June 30, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2022.

11. SUBJECT: Designate Voting Delegate and Alternate for the League of California Cities Annual Conference & Expo

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate Mayor Vega as a Voting Delegate and Council Member Garcia-Cadena as an Alternate Voting Delegate to represent the City at the League of California Cities Annual Conference & Expo to be held in Long Beach, September 7-9, 2022.

12. SUBJECT: 2021 Homeland Security Grant Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$43,367 to the Other Federal Grants Fund (330) for the purchase of the awarded equipment.

13. SUBJECT: Final Acceptance and Notice of Completion of the 2021 Road Maintenance Project, CIP 20-02

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the 2021 Road Maintenance Project, CIP 20-02, as complete and authorizing the City Clerk to file a Notice of Completion.

14. SUBJECT: Landscape Maintenance Agreement with the Department of Transportation for the I-5/East Main Street interchange.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the Mayor to Execute the Landscape Maintenance Agreement with the Department of Transportation for the I-5/East Main Street interchange and East Main Street/Hazel Court.

15. SUBJECT: Spring Lake Specific Plan, Ruby Estates (PLNG 22-) 1) Second Reading of Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit and 2) Ordinance No. _____, approving the Project Development Agreement between The New Home Company of Northern California LLC. / Ruby Investment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit and; Ordinance No. _____, approving the Amended and Restated Development Agreement between The New Home Company of Northern California, LLC. / Ruby Realty Investors, LLC. and the City of Woodland.

16. SUBJECT: Re-allocation of \$200,000 from CIP 14-02, Water Pollution and Asset Replacement Project to CIP 14-07, Sewer/Wastewater Treatment Master

Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to re-allocate \$200,000 from CIP 14-02, Water Pollution and Asset Replacement Project to CIP 14-07, Sewer/Wastewater Treatment Master Plan.

17. SUBJECT: Declaration of Surplus Land for 2186 Armus Place and 2190 Armus Place

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, declaring 2186 Armus Place (APN 042-533-009) and 2190 Armus Place (APN 042-533-010) as surplus land in accordance with the California Surplus Land Act.

18. SUBJECT: Annual Transportation Development Act Claims with the Sacramento Area Council of Governments

RECOMMENATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the filing of the annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

19. SUBJECT: Approval of Ballot Argument in Favor of Cannabis Tax Ballot Measure

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Ballot Argument in Favor of Cannabis Tax Ballot Measure and authorize the Mayor to sign the argument on behalf of the City Council.

J. REPORTS OF THE CITY MANAGER

20. SUBJECT: Next Steps: Diversity, Equity, & Inclusion

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the work of the Diversity, Equity, and Inclusion (DEI) subcommittee and review the Subcommittee's proposal to develop an Equity Action Plan as the first step in a larger framework to prioritize DEI in the City of Woodland.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, August 16, 2022 was posted on Friday, August 12, 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: August 16, 2022
ITEM #: F.3
SUBJECT: General Public Comments

ITEM: This section is reserved for "General" Public Comments received via email within two (2) hours prior to the start of the City Council Meeting. Any other written communication submitted for items specific to this agenda will be attached as a file.

Attachments:

1. Speed Limit Removal

From: Communicate Ccib <ccib.communications@gmail.com>
Sent: Monday, August 1, 2022 5:55 PM
Subject: Speed Limit Removal

The usage of speed limits on public roads has increased traffic congestion, decreased roadway safety, and reduced property values and economic output. This policy has made public roads less helpful in transporting people, freight, and other necessities. This inefficiency is due to the lower speeds at which vehicles can transport people and freight and the increase in traffic congestion. In addition, the roadway is less safe because of speed limits, and it increases the likelihood of accidents.

Speed limit signage, especially those displaying a lower numerical value, diminishes neighboring properties' aesthetics affecting businesses, individuals, and commercial and residential property values. The speed limits have also reduced the economic output of businesses and individuals, making it less cost-competitive to do business or reside in areas with speed limits. Policymakers should have speed limits withdrawn. Please remove speed limits on public roads.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: G.4
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

September 6TH

REGULAR MEETING

City Council Meeting Minutes of August 16, 2022

Prostate Cancer Awareness Month

Updates to Conflict of Interest Code

Approve Federal Cost Sharing Agreement and appropriate funding for LCCFRR Project, CIP #22-16

Authorize Bidding, 2022 Well Demolition Project, CIP #21-05

Woodland Storage Operating Agreement Modification

Amendments to FY22/23 Budget

1st Reading - Tree Ordinance Amendments

September 20TH

REGULAR MEETING

Tax Exchange Agreements with Yolo County – Pending Annexations

1st Reading – HPC/PC Ordinance Amendments

2nd Reading - Tree Ordinance Amendments

Carry-Over of FY21/22 Unencumbered Appropriations

October 4TH

REGULAR MEETING

2nd Reading – HPC Ordinance Amendment

Annexations – Westucky, Barnard Court, & North East Street Industrial

October 18TH

REGULAR MEETING

Woodland Research Technology Park – Final EIR & Specific Plan

Future Topics / Study Sessions:

Youth Master Plan (November)

Comprehensive Zoning Update (Fall 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: August 16, 2022
ITEM #: H.5
SUBJECT: Sacramento Area Council of Governments 2024 Blueprint Project

Recommendation for Action: Staff recommends that the City Council receive a presentation from Sacramento Area Council of Governments (SACOG) on their Blueprint Project (formerly known as the Metropolitan Transportation Plan/Sustainable Communities Strategy).

The 2024 Blueprint will outline recommendations for public land use policy and transportation investment strategies for the Sacramento region for the next 30 years.

This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The plan aims to connect housing to jobs, education, goods and services, and recreational opportunities while protecting and enhancing our region's natural and working landscapes.

Aside from this plan being a federal and state requirement, SACOG will use the 2024 Blueprint update to help local agencies coordinate and prioritize efforts to attract greater investment in the region through grants, private investment, and economic growth while protecting our region's natural environment, existing economies, and improving the quality of life for all residents.

Kacey Lizon, Dov Kadin, and Sam Shelton from SACOG will provide a short presentation and answer any council questions on the 2024 Blueprint. The presentation will highlight how a Triple Bottom Line approach that strives to advance coequal goals in equity, economy, and environment is imperative to prepare the region to meet the complex growth and mobility challenges we all face in the coming decades. The presentation will also provide an overview of the opportunities SACOG is creating to allow for public and stakeholder involvement in the regional planning process and a glimpse into the many programs SACOG has available or is developing to support public agencies in the implementation of the region's vision for the future.



Ken Hiatt
City Manager

Attachments:

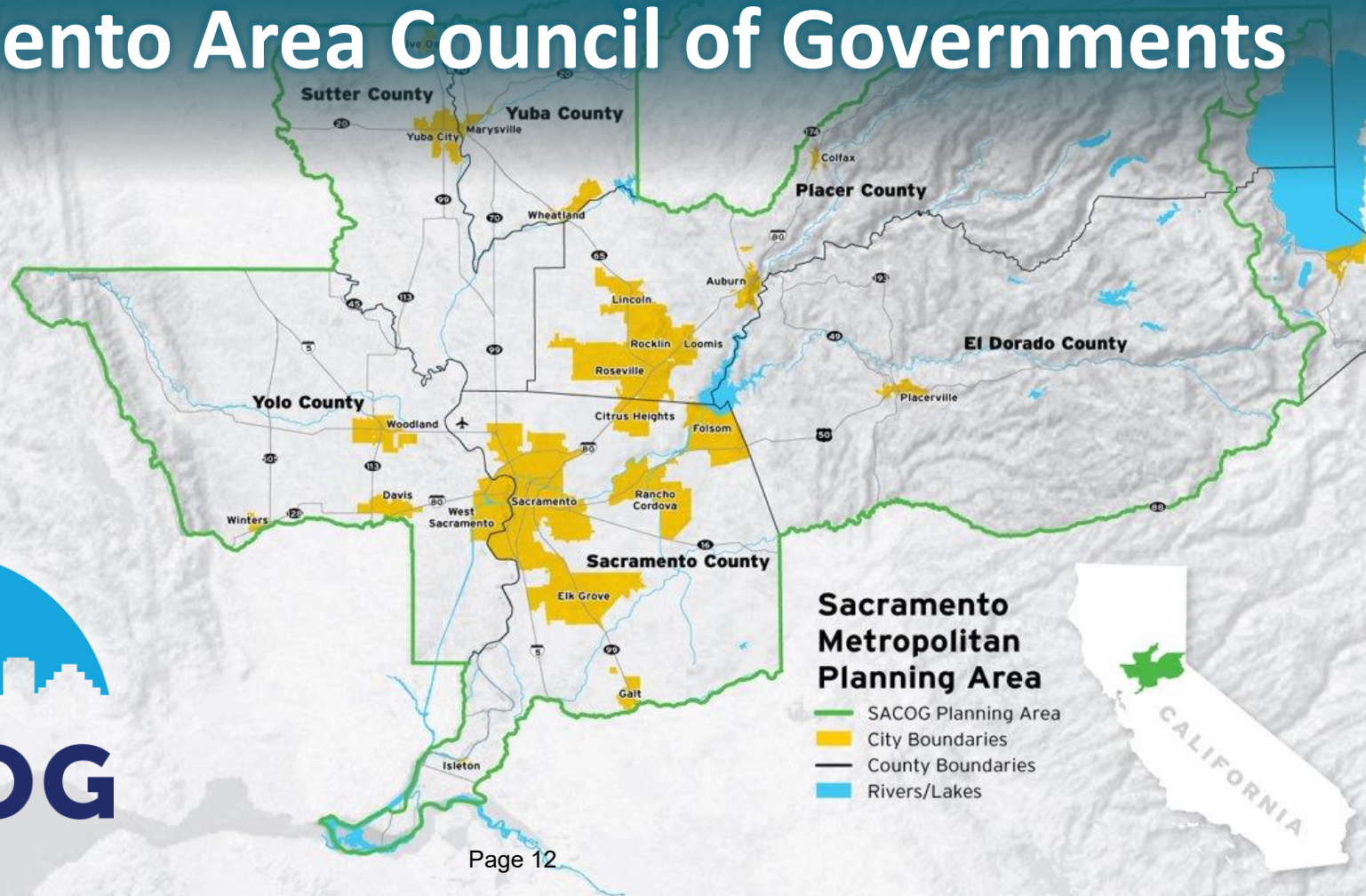
1. Woodland Local Tour to Boards and Councils



The Big Picture: Long Range Regional Planning

Summer 2022

Sacramento Area Council of Governments

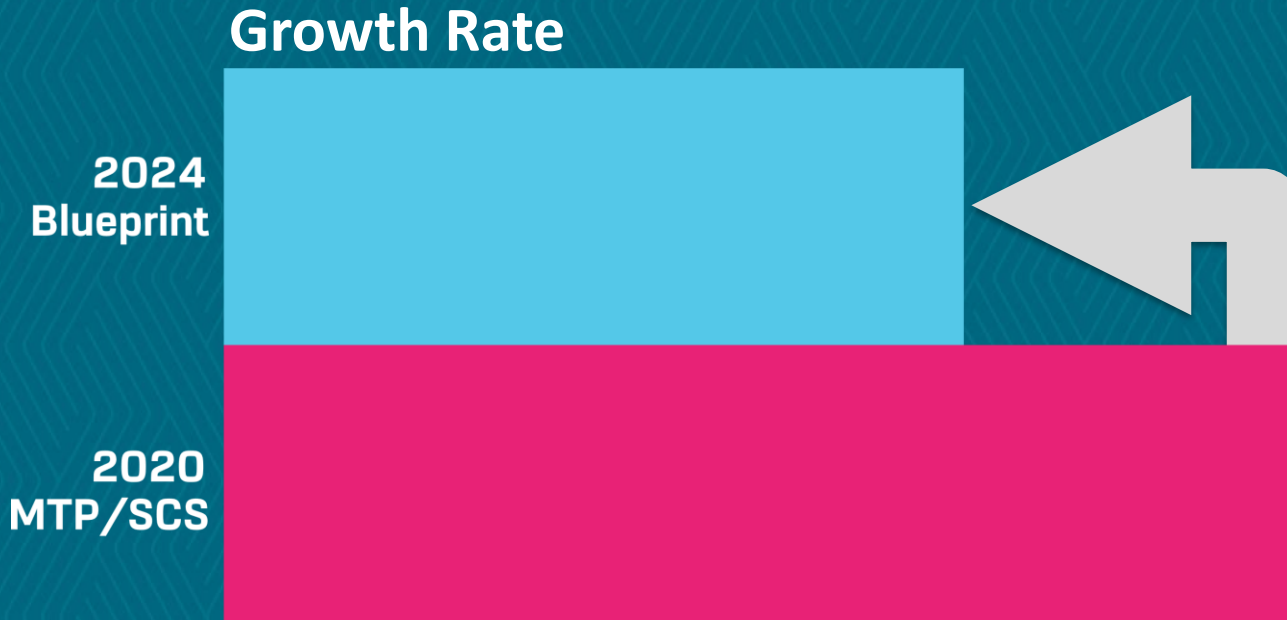




BLUEPRINT

METROPOLITAN TRANSPORTATION PLAN
SUSTAINABLE COMMUNITIES STRATEGY

Sacramento Region Growth Forecast



Triple Bottom Line Framework



Equity



Economy

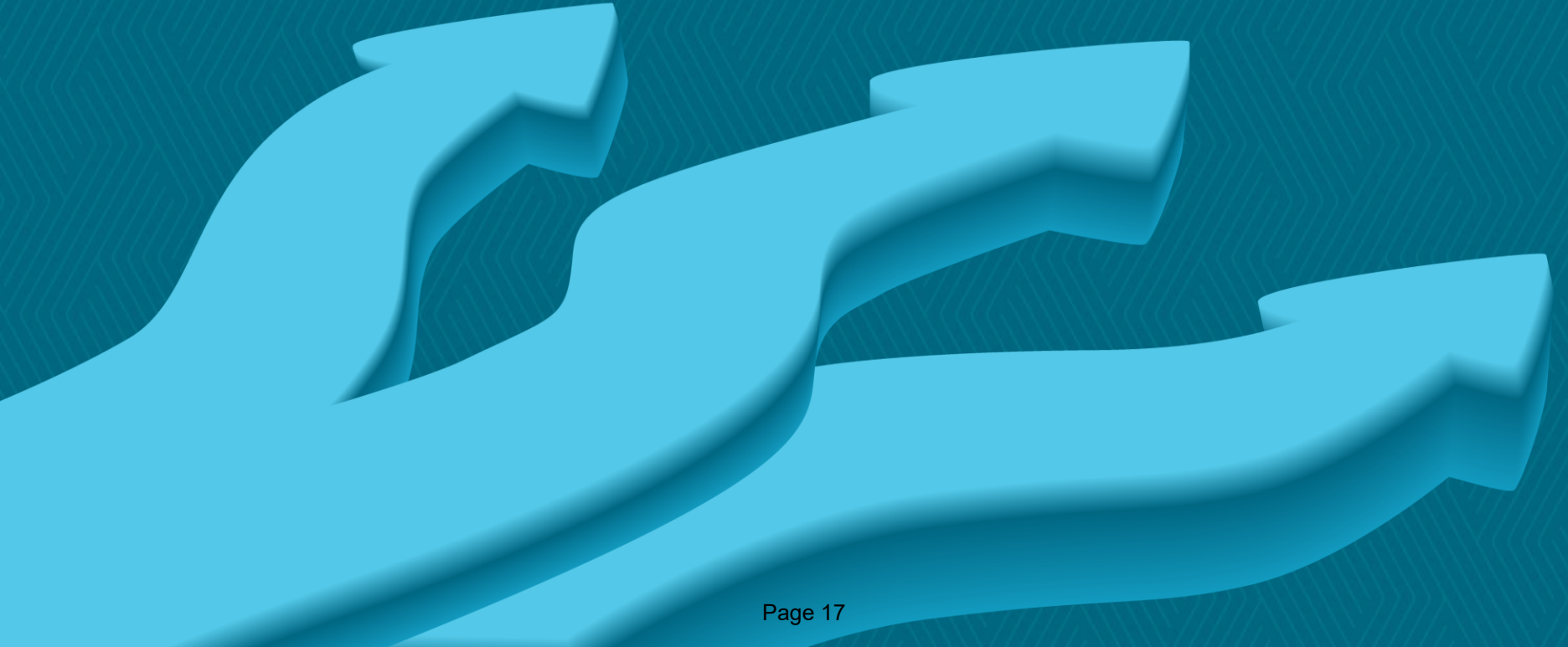


Environment

Transportation



Future Pathways



1

HOUSING GROWTH IN EXISTING COMMUNITIES

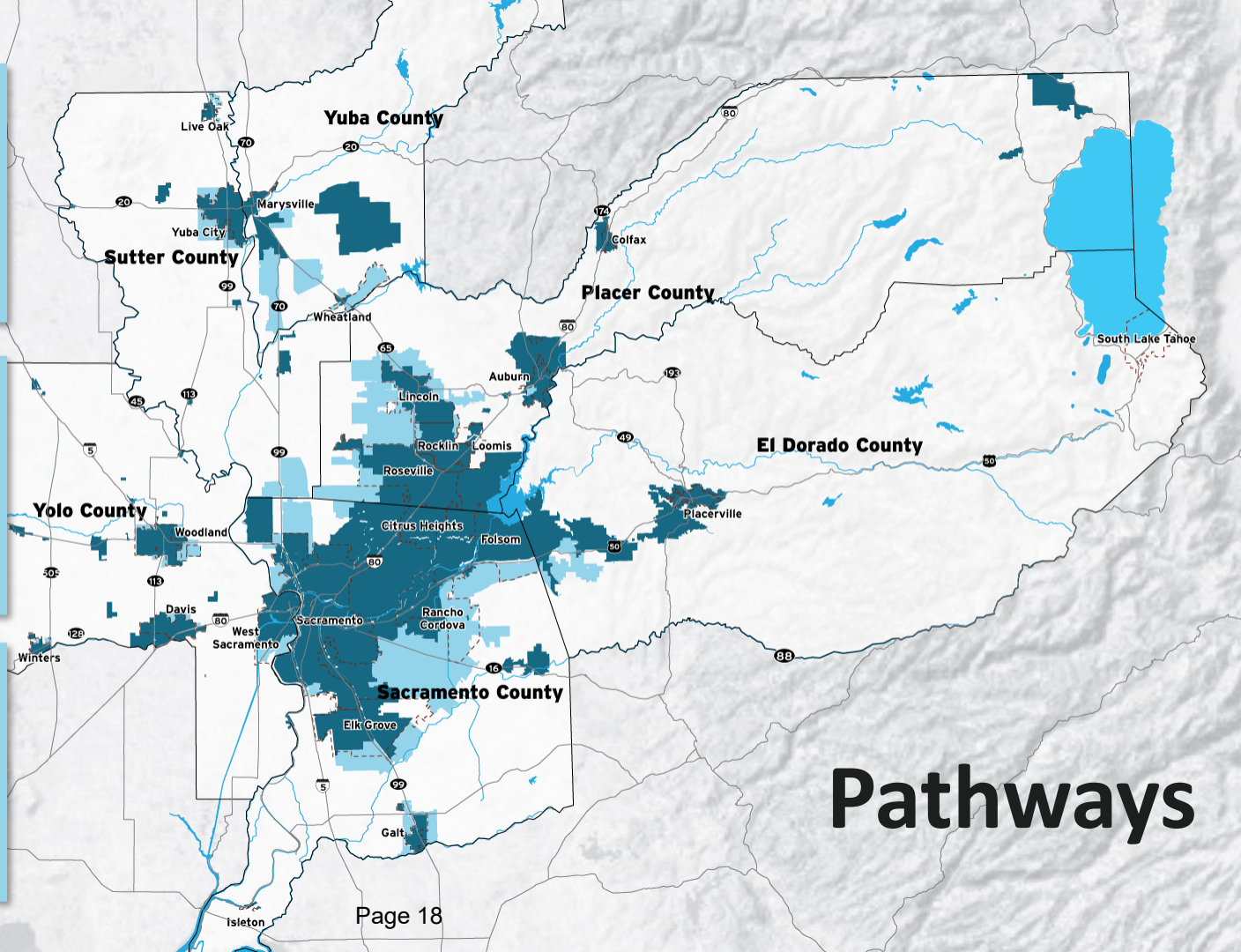
~40%

2

~67%

3

~90%



Pathways

Outreach and Engagement



How do you
get around?
tell us your
thoughts!

¿Como viajas?
¡di nos tus opiniones!



Timing



- **Education & Outreach**
 - **Three Pathways**
 - **Elected Info Sessions**
 - **Preferred Pathway**
- Adoption**

ONGOING IMPLEMENTATION





**METROPOLITAN
TRANSPORTATION
COMMISSION**

**MEGA
REGION**

**NORTHERN CALIFORNIA
WORKING GROUP**



SACOG
Sacramento to Roseville
Third Main Track - Phase 1

SACOG
I-5 Managed Lanes –
Sutterville Road to Yolo County Line

SACOG
Yolo I-80 and US 50 Managed Lanes

Sacramento

SACOG
Valley Rail Program includes
expansion of both ACE and the
San Joaquins Services

MTC
I-80 Westbound Cordelia Commercial
Vehicle Enforcement Facility
(Truck Scales)



Stockton

SJCOC
Passenger Rail Improvements

MTC
Port of Oakland Community Impact
Reduction: Roundhouse Truck EV Charging
Infrastructure and Truck Parking

SJCOC
Interstate 205 Managed Lanes Project

SJCOC
State Route 99/120 Interchange
Project (Phase 1A & 1B)

MTC
Valley Link Buildout

SJCOC
Central Valley Gateway Project

MTC
Capitol Corridor: South Bay Conn





2020

Our Path FORWARD: *The Prosperity Strategy*

A BRIDGE TO ACTION FOR
INCLUSIVE ECONOMIC
RECOVERY & GROWTH



2022 Youth Leadership Academy







TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.6
SUBJECT: City Council Meeting Minutes of July 5, 2022 and July 19, 2022

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of July 5, 2022 and July 19, 2022.

Staff Contact

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

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

Ken Hiatt
City Manager

Attachments:

1. 07.05.2022 DRAFT Minutes
2. 07.19.2022 DRAFT Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, July 5, 2022

6:00 PM

City Council

CITY COUNCIL

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

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

All Council Members present.

Present: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Vega.

D. COMMUNICATIONS - PUBLIC COMMENT

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Eric Buechlet spoke regarding Summer at City Hall; Craig Perrin and Debra Gonella spoke regarding the incident on June 30th at Mojo's Bar.

1. SUBJECT: General Public Comments

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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.

Verbal updates provided by Council Members/Staff.

2. 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

3. SUBJECT: City Council Meeting Minutes of June 7, 2022 and June 21, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of June 7, 2022 and June 21, 2022.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of June 7, 2022 and June 21, 2022.

4. SUBJECT: Sustainability Advisory Committee Meeting Minutes for April 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the April 27, 2022 meeting of the Sustainability Advisory Committee.

Received the minutes of the Sustainability Advisory Committee Meeting of April 27, 2022.

5. SUBJECT: Special Assessment Tax Roll Collections

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts described herein.

Adopted RESOLUTION NO. 7945, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

6. SUBJECT: Adoption of Single-Use Foodware and Condiments Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1692 adding Section Chapter 9.68 to Title 9 of the Woodland Municipal Code relating to Single-Use Foodware Accessories and Condiments

Adopted Ordinance No. 1692 adding Section Chapter 9.68 to Title 9 of the Woodland Municipal Code relating to Single-Use Foodware Accessories and Condiments.

7. SUBJECT: Adoption of Ordinance Establishing the Woodland Tourism Business Improvement District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1691, An Ordinance of the City Council of the City of Woodland, California establishing the Woodland Tourism Business Improvement District ("WTBID") in the City of Woodland.

Adopted Ordinance No. 1691, An Ordinance of the City Council of the City of Woodland, California establishing the Woodland Tourism Business Improvement District ("WTBID") in the City of Woodland.

8. SUBJECT: Campbell Park Play Structure Replacement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with PlayPower, Inc. in the amount not to exceed \$375,000 through a cooperative purchasing agreement with Sourcewell Contract #010521-LTS-3 and affirming the City Manager's determination that the City's public bidding requirement for the playground equipment 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 for purchasing playground equipment.

Adopted RESOLUTION NO. 7946, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PLAYPOWER, INC. IN THE AMOUNT NOT TO EXCEED \$375,000 THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL CONTRACT #010521-LTS-3.

9. SUBJECT: Agreement with Woodland Mid-Management Professional Association (MMPA)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a two (2) year agreement (July 1, 2022 to June 30, 2024) with the Woodland Mid-Management Professional Association (MMPA).

Adopted RESOLUTION NO. 7947, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR MID MANAGEMENT UNIT EMPLOYEES.

10. SUBJECT: Agreement with Woodland Police Officer's Association (WPOA)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Officer's Association (WPOA) as described herein.

Adopted RESOLUTION NO. 7948, MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WOODLAND AND THE WOODLAND POLICE OFFICERS' ASSOCIATION.

11. SUBJECT: Agreement with Woodland Police Supervisor's Association (WPSA)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Supervisor's Association (WPSA) as described herein.

Adopted RESOLUTION NO. 7949, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR POLICE SUPERVISORS ASSOCIATION.

12. SUBJECT: Contract with Golden State Emergency Vehicle Service, Inc. for Fire Apparatus Maintenance and Repair Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the service agreement with Golden State Emergency Vehicle Service, Inc., with a

total not to exceed the amount of \$164,000 for the ongoing maintenance and repairs of fire apparatus.

Adopted RESOLUTION NO. 7950, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AWARDED THE CONTRACT FOR MAINTENANCE AND REPAIR OF FIRE APPARATUS TO GODLEN STATE EMERGENCY VEHICLE SERVICE INC., IN THE AMOUNT OF \$164,000.

On a motion by Council Member Stallard, seconded by Council Member Garcia Cadena and carried on a 5-0 vote, Council Members unanimously approved Consent Calendar Items No. 3 through 12.

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

G. PUBLIC HEARINGS

13. SUBJECT: PUBLIC HEARING - Strengh Pond Landscape Maintenance District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Strengh Pond Landscape Maintenance District.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7951, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2022/2023.

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

14. SUBJECT: PUBLIC HEARING - Spring Lake Lighting & Landscaping District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2021/2022 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

On a motion by Council Member Garcia-Cadena, seconded by Council Member Lansburgh and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7952, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2022/2023 ENGINEER'S REPORT REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT and RESOLUTION NO. 7953, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2022/2023.

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

15. SUBJECT: PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

On a motion by Mayor Vega, seconded by Council Member Garcia-Cadena and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7954, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023.

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

NOES: None

16. SUBJECT: PUBLIC HEARING - North Park Lighting and Landscaping District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2021/2022 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Fernandez and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7955, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2022/2023.

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

NOES: None

17. SUBJECT: PUBLIC HEARING - West Wood Lighting and Landscaping District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7956, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023.

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

NOES: None

18. SUBJECT: PUBLIC HEARING - Gateway Landscaping & Lighting District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and Resolution No. _____, ordering

the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

This Public Hearing was opened and continued to July 19, 2022.

19. SUBJECT: PUBLIC HEARING - Spring Lake Ruby Estates

RECOMMENDATION FOR ACTION: Open and Continue Public Hearing to July 19, 2022

This Public Hearing was opened and continued to July 19, 2022.

H. REPORTS OF THE CITY MANAGER

20. SUBJECT: Appointment of members to various Boards and Commissions and direction to staff regarding the Historical Preservation Commission

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint members to the various Boards and Commissions and give direction to staff to abolish the Historical Preservation Commission and responsibilities be assumed by the Planning Commission.

On a motion by Mayor Vega, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 vote, Council Members appointed members to various Boards and Commissions and directed staff to abolish the Historical Preservation Commission. Staff will bring this item back at a later date to receive direction from Council on how to re-organize the Planning Commission with the Historical Preservation Commission.

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

I. ADJOURN

Meeting adjourned at 8:05 PM in memory of Mat Ehrhardt.

Respectfully submitted,

**Ana B. Gonzalez
City Clerk**

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, July 19, 2022

6:00 PM

City Council

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code §54956.8)
Properties: Assessor's Parcel Numbers 005-644-016, 005-223-001, 005-223-002, 005-223-003, and 027-852-005
Agency Negotiators: City Manager and City Attorney
Negotiating Parties: Petrovich Properties LLC, and Main & East LLC
Under Negotiation: Price and terms of payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:12 PM.

Council Member Tom Stallard recused himself from Closed Session. No reportable action.

D. ROLL CALL

**Present: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
Absent: None**

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Lansburgh.

F. 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.

Doug Jahn spoke regarding a street lighting outage in his neighborhood. Amanda Slavatore of United Way presented the City of Woodland with a Corporate Community Champion plaque in recognition of the City's outstanding leadership in the community. Demaries Isom spoke regarding the graffiti problem and a potential mural project to cancel graffiti.

2. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communication submitted for items specific to this agenda will be attached as a file to the associated agenda item.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

3. SUBJECT: Long Range Calendar

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

Verbal updates provided by Council Members/Staff.

H. PRESENTATIONS

4. SUBJECT: Certificate of Appreciation for Dan Sokolow

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Certificate of Appreciation for Dan Sokolow in recognition of his many years of public service.

Certificate of Appreciation was presented to Dan Sokolow for his many years of public service .

I. CONSENT CALENDAR

5. SUBJECT: Community Services Department Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period of April through June 2022.

Received the Community Services Department Quarterly Status Report for the period of April through June 2022.

6. SUBJECT: Fiscal Year 2022 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Fiscal Year 2022 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake affordable housing off-site funds.

Received the Fiscal Year 2022 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake affordable housing off-site funds.

7. SUBJECT: Receive and File the Manufactured Home Fair Practices Commission Annual Report for the 2021 Program Year

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2021 program year.

Received the Manufactured Home Fair Practices Commission Annual Report for the 2021 program year.

8. SUBJECT: Climate-Safe California Campaign Endorsement and Environmental Sustainability Community Input Meeting Summary

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) receive a summary of the Environmental Sustainability Community Input Meeting, and 2) adopt Resolution No. _____, endorsing the Climate-Safe California campaign.

Adopted RESOLUTION NO. 7957, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ENDORSE THE CLIMATE-SAFE CALIFORNIA CAMPAIGN AND CALL UPON THE STATE OF CALIFORNIA TO ENACT SOLUTIONS TO REDUCE EMISSIONS.

9. SUBJECT: Construction Contract for the Fifth and Clover Streets Sewer Rehabilitation, CIP 22-18, and Re-allocate Project Funding

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____:

- 1.) Authorizing the City Manager to create a new capital project, the Fifth and Clover Streets Sewer Rehabilitation Project, CIP 22-18 and allocate \$550,000 from CIP 08-21, Annual Sewer Repair and Replacement, to CIP 22-18; and
- 2.) Award a construction contract with C.E. Cox General Engineering for construction services in the amount of \$400,579 for the Fifth and Clover Street Sewer Rehabilitation Project and approve construction contingencies of up to an additional 25% of the contract award amount (\$100,144.75).

Adopted RESOLUTION NO. 7958, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONSTRUCTION CONTRACT FOR THE FIFTH AND CLOVER STREETS SEWER REHABILITATION, CIP 22-18, AND APPROPRIATE PROJECT FUNDING.

10. SUBJECT: FY23 OTS STEP Grant Award Acceptance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City to accept the FY2022/23 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$100,000 and (2) authorizing the City Manager to

appropriate \$100,000 in the OTS STEP Grant program budget in the State Grants Fund (325).

Adopted RESOLUTION NO. 7959, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1) AUTHORIZING THE CITY TO ACCEPT THE FY2022/23 OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) IN THE AMOUNT OF \$100,000, AND (2) AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$100,000 IN THE OTS STEP PROGRAM BUDGET IN THE STATE GRANTS FUND (325).

11. SUBJECT: Construction Contract for 2022 Road Maintenance Project, CIP 22-06

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: 1) Approve a construction contract for the 2022 Road Maintenance Project, CIP 22-06; award the construction contract in the amount of \$729,486 to George Reed Inc. with both approval and award contingent on the expiration of the bid protest period for this project; authorize a contract contingency up to 15% (\$109,422.90) ; and authorize the City Manager to execute the construction contract and change orders; and 2) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$97,556.00; authorize a contract contingency up to 10% (\$9,755.60); and authorize the City Manager to execute the agreement and amendments.

Adopted RESOLUTION NO. 7960, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE 2022 ROAD MAINTENANCE PROJECT, CIP 22-06.

12. SUBJECT: 2022 Spring Lake Parks Project, CIP 20-03; Award Construction Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to 1) Appropriate \$5,239,253 of additional Fund 640 - SLIF Parks & Recreation funding to the project; and 2) Approve a construction contract for the 2022 Spring Lake Parks Project, CIP 20-03; award the construction contract in the amount of \$4,202,700 to Olympic Construction, Inc.; authorize a contract contingency up to 10% (\$420,270); and authorize the City Manager to execute the construction contract and change orders; and 3) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$601,958; authorize a contract contingency up to 10% (\$60,195.80); and authorize the City Manager to execute the agreement and amendments.

Mayor Vega recused herself from this item.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried on a 4-0 vote, Council Members adopted RESOLUTION NO. 7961, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE 2022 SPRING LAKE PARKS PROJECT; CIP 20-03.

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

NOES: None

ABSENT: Mayor Vega

13. SUBJECT: Purchase of Magnesium Hydroxide MgOH for the Water Pollution Control Facility

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to purchase \$282,000 of magnesium hydroxide from Hill Brothers Chemical Company in FY22.

Adopted RESOLUTION NO. 7962, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AND APPROVING THE CITY MANAGER TO PURCHASE MAGNESIUM HYDROXIDE FROM HILL BROTHERS CHEMICAL COMPANY, IN AN AMOUNT NOT-TO-EXCEED \$282,000.00 FOR FY22.

14. SUBJECT: Agreement with Woodland Police Officers' Association (WPOA)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Officers' Association (WPOA) as described herein. Resolution No. 7948, which was adopted on July 5, 2022, is hereby replaced and superseded in its entirety by this Resolution.

Adopted RESOLUTION NO. 7963, MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WOODLAND AND THE WOODLAND POLICE OFFICERS' ASSOCIATION.

15. SUBJECT: Salary Schedule effective July 1, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland salary schedule effective July 1, 2022.

Approved the City of Woodland salary schedule effective July 1, 2022.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 vote, Council Members approved Consent Calendar Items No. 5 through 15, with the exception of Item No. 12 - 2022 Spring Lake Parks Project, CIP #20-03. Mayor Vega recused herself from Item No. 12.

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

NOES: None

J. PUBLIC HEARINGS

16. SUBJECT: PUBLIC HEARING - Spring Lake Ruby Estates -Request to approve a Tentative Subdivision Maps (TSM #5221) a Zoning Amendment to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and a Development Agreement for a parcel of land located within the Spring Lake Specific Plan Area to allow the development of 87 single-family lots, consistent with the Medium Density General Plan land use designation and multi-family R-15 specific plan designation for the property. APN: 042-030-054

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) receive the staff report (2) conduct a public hearing and (3) adopt

Resolution No. _____, approving Tentative Subdivision Map #5221; adopt Resolution No. _____, approving Site Plan and Architectural Design Review; adopt Resolution No. _____, approving The use of the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with CEQA; introduce and waive the first reading of Ordinance No. _____, approving a Planned Development overlay and Conditional use Permit; introduce and waive the first reading of Ordinance No. ____ approving the Amended and Restated Development Agreement between the City of Woodland and The New Home Company of Northern California LLC, to use and develop the Ruby Estates project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

On a motion by Council Member Lansburgh, seconded by Council Member Stallard and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7964, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CONFIRMING CONSISTENCY WITH THE TURN OF THE CENTURY EIR FOR RUBY ESTATES DEVELOPMENT (MAP NO. 5221); RESOLUTION NO. 7965, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND FOR APPROVAL OF THE DESIGN AND SITE PLAN REVIEW FOR THE RUBY ESTATES RANCH R-15 DEVELOPMENT; and RESOLUTION NO. 7966, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING TENTATIVE SUBDIVISION MAP No. 5221, FOR RUBY ESTATES R-15 PROJECT IN SPRING LAKE, IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL.

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

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

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, to hear and approve the list of parcels that were out of compliance for weed abatement requirements for the year 2021 and direct the Tax Collector of Yolo County to assess liens against real property to reimburse the City of the cost of removal of weeds, refuse, and dirt from the property.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7967, A RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL, pertaining to Weed Abatement Liens.

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

18. SUBJECT: PUBLIC HEARING - Waste Management Liens

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

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7968, A RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL, pertaining to Waste Management liens.

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

19. SUBJECT: PUBLIC HEARING - Gateway Landscaping & Lighting District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 vote, Council Members adopted a 1% assessment and RESOLUTION NO. 7969, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2022/2023 ENGINEER'S REPORT REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT and RESOLUTION NO. 7970, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2022/2023.

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

20. SUBJECT: Public Hearing and Approval of Fiscal Year 2021/22 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

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

- 1) Hold a public hearing to receive community input on the Fiscal Year 2021/22 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); and
- 2) Adopt Resolution No. ____, approving the FY 2021/22 CDBG CAPER in substantially the same form presented to Council and incorporating the financial reports completed through the Federal Integrated and Disbursement System on the expenditure of CDBG funds during FY 2021/22 and public comments received at tonight's public hearing and direct staff to submit the CAPER to the U.S. Department of Housing and Urban Development.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7971, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FISCAL YEAR 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT.

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

21. SUBJECT: Public Hearing on the Fiscal Year 2022/23 Community Development Block Grant Annual Action Plan and Authorization for Submittal of Action Plan

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

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2022/23 Community Development Block Grant (CDBG) Action Plan (Attachment A);
2. Adopt Resolution No. _____ to approve the Fiscal Year FY 2022/23 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and City staff (Attachment B);
3. Direct staff to complete the FY 2022/23 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2022/23 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

On a motion by Mayor Vega, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7972, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE FISCAL YEAR 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ACTION PLAN.

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

K. REPORTS OF THE CITY MANAGER

22. SUBJECT: Agreement with Center for Land-Based Learning - Mobile Farmers Market

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement to provide City funding for Woodland Mobile Farmers Market Project and appropriating \$250,000 in General Fund reserve balances

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7973, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT TO PROVIDE CITY FUNDING FOR WOODLAND MOBILE FARMERS MARKET PROJECT AND TO APPROPRIATE \$250,000 IN FUNDING.

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

L. ADJOURN

Meeting adjourned at 08:30 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.7
SUBJECT: Parks & Recreation Commission Meeting Minutes of June 27, 2022

Recommendation for Action: Staff recommends that the City Council receive the June 27, 2022, Parks & Recreation Commission Meeting Minutes.

Staff Contact:

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

Discussion:

The Parks & Recreation Commission held its last meeting on July 25, 2022. At this meeting, the Parks & Recreation Commission approved the minutes from the June 27, 2022, Parks & Recreation Commission meeting.

Conclusion:

Staff recommends that the City Council receive the June 27, 2022, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager



Ken Hiatt
City Manager

Attachments:

1. Parks & Rec Commission Minutes June 27, 2022

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, June 27, 2022

6:30 PM

A. CALL TO ORDER

Meeting called to order at 06:30 pm.

B. ROLL CALL

Parks & Recreation Commission Members Present: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarengi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Absent:

Excused:

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

E. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

F. PRESENTATION

G. BUSINESS ITEMS

H. COMMITTEE REPORTS

Verbal updates provided by Parks & Recreation Commissioners

Facilities Committee - No update provided

Program & Department Evaluation Committee - No update provided

Budget & Finance Committee - No update provided

Urban Forestry - No update provided

Volunteerism Committee - No update provided

Ad Hoc - No update provided

Update about sports liaisons - There is a need to have a tennis representative. Carla & Jon Paul are willing to attend future Woodland Tennis Club meetings to report updates to the Parks & Recreation Commission.

1. Standing Committee Report

- Facilities Committee
- Program & Department Evaluation
- Budget & Finance Committee
- Urban Forest Committee
- Volunteerism Committee

I. CONSENT CALENDAR

2. Approve Parks & Recreation Commission Meet Minutes for April 25, 2022
On a motion by Commissioner Carla White-Snyder, seconded by Vice Chairperson Magalean Martin and carried unanimously on a roll call vote, Council Members Approve Parks & Recreation Commission Meet Minutes for April 25, 2022.

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

J. OTHER BUSINESS

3. Approve Commissioner Absence Request
No requests were made for upcoming meetings.

K. REPORT OF THE STAFF

4. Community Services Staff Report for June 27, 2022
Verbal updates provided by Staff.

Director Engel provided an update about the Mandela Washington Fellows Tree planting. She also told commissioners on June 7 the Council approved the naming of one of the Woodland Fastpitch fields as Knaggs Family Field and it is anticipated the project will break ground in Fall 2022.

Community Services Program Manager Bain provided an update for commissioners about summer recreation programs starting. She also told Commissioners about the upcoming city-wide July 4th Celebration.

L. NEXT MEETING

5. The next meeting of the Parks & Recreation Commission is scheduled for July 25, 2022

M. ADJOURN

On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote to adjourn the Parks & Recreation Commission meeting at 6:57 pm

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

Meeting adjourned at 06:57 pm.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.8
SUBJECT: Fire Department Quarterly Status Report for the Period of April 2022 through June 2022

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

Prepared by: Jeran Scruggs, Management Analyst

Reviewed by: Eric Zane, Fire Chief

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

Ken Hiatt
City Manager

Attachments:

1. Quarterly Report- Apr-Jun 2022



QUARTERLY REPORT

APRIL 1-JUNE 30, 2022



6% Increase
from Q2 2021

Total Calls for Service

2,453

Average Response Time

5:00

Automatic
Aid

Aid Received

63

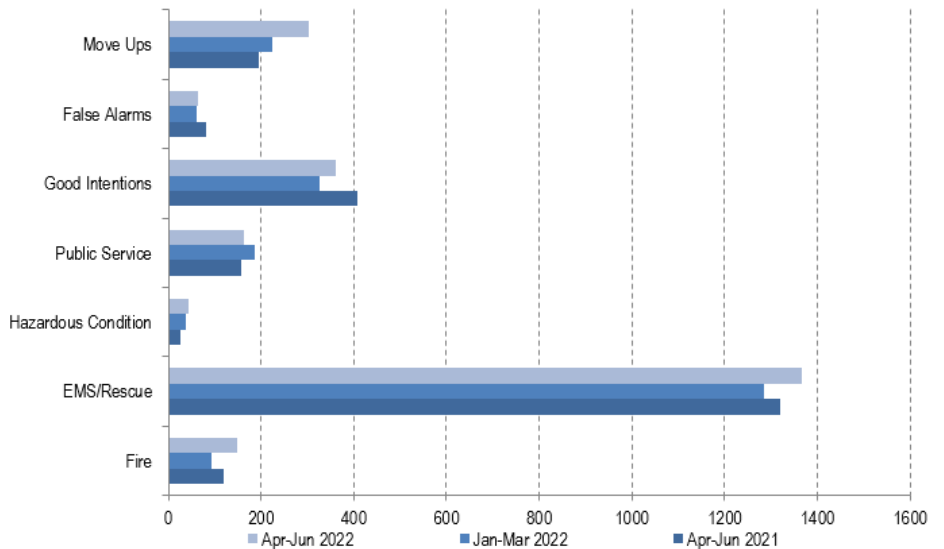
Aid Given

52

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

89%

Goal:
4 minutes 90% of the time

Average: 3:15

FIRE- OTHER

47%

Goal:
4 minutes 90% of the time

Average: 6:17

FULL FIRST ALARM

67%

Goal:
8 minutes 90% of the time

Average: 10:40

EMS

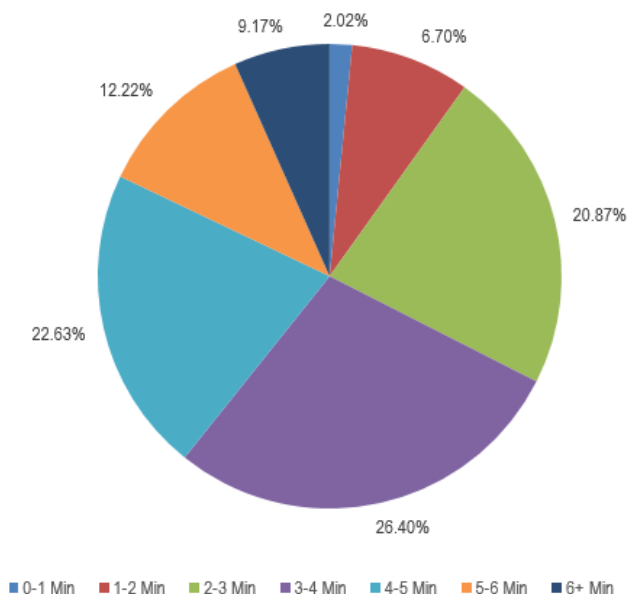
57%

Goal:
4 minutes 90% of the time

Average: 5:51

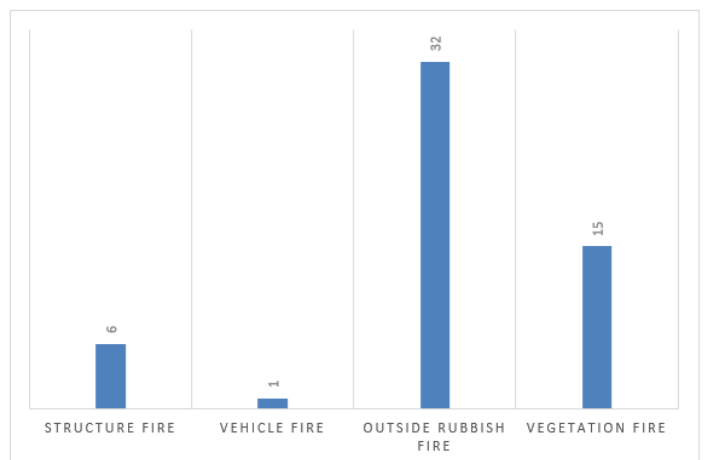
Priority Calls

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



Intentional Fires

April-June 2022

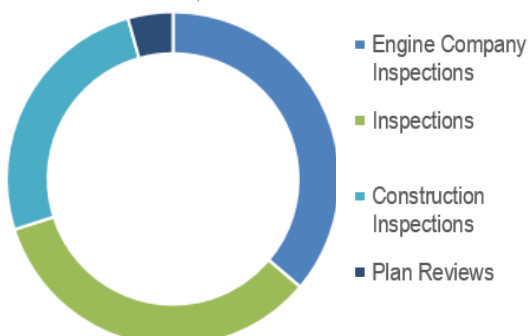


COMMUNITY RISK REDUCTION

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

April-June 2022



Code Enforcement Hours

59



Public Education Outreach

2408 people reached



Fire Investigations Conducted

77



Emergency Management Hours

36

Total Inspections Completed

547

Public Outreach

As COVID restrictions have started to lift, we have been excited to expand our outreach and public education programs to our community once again. This includes station tours, our recent pancake breakfast, tabling at community events, and bringing new educational programs to classrooms, serving as a pilot city for the nationwide: "Sound the Alarm" program to second grade classrooms.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.9
SUBJECT: Police Department Quarterly Status Report for the period of April 2022 through June 2022

Recommendation for Action: Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2022 through June 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 April 2022 through June 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. Woodland Police Department 2nd Quarter Report - 2022

WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

APRIL - JUNE 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

APRIL - JUNE 2022

PERSONNEL	BUDGETED	FILLED
Sworn	71	67
Non-Sworn (FTE)	18	18
Non-Sworn (PT / Temp.)	8	8
Total	97	93

During the 2nd quarter, the Police Department hired six new employees. We welcomed two new Officers Eduardo Trujillo and Clayton Caserza. We hired Police Officer Recruit Jose Gasca. We welcomed Records Specialists Lora Kennedy and Anuelle Jumud and part-time traffic CSO Daniel Calzada. At varying times during this quarter, we had 4 employees off under FMLA/CFRA, 4 employees on modified duty and 5 employees off work due to injury.

TRAINING

The Department completed 3,876 hours of training during the first quarter:

Type of Training	Total Hours	Description
State-mandated Training	322	• 2 Vehicle Pursuit Policy dept.-wide training (Arrest &) Control, Vehicle Pursuit Policy)
Dept.-required Training	660	• Taser Training (all sworn) • A.B.L.E. (all sworn) • CPTED, Child Passenger Safety, Crime-Free, Multi-Housing for Crime Prevention Specialist
Specialty Assignments & Other Training	2,894	• Training for SWAT, CNT, CSI, Gangs, K9 • Executive Development (2 weeks; Lt. Heath Parsons) • 1 week G.R.E.A.T. Instructor course (2 Officers) • MMANC Women's Leadership Summit (5 Employees) • FBI Academy (10 weeks; Sgt. Dallas Hyde)

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	APR.	MAY	JUN.	2ND QTR. TOTAL	PREVIOUS QTR. TOTAL	2022 YTD	2021 YTD
Homicide	0	0	0	0	0	1	1
Sex Crimes	7	5	2	14	20	35	17
Robbery	1	2	0	3	10	13	22
Aggravated Assaults	19	19	12	50	62	112	96
Simple Assaults	35	35	27	97	59	157	191
Burglary	15	20	17	52	49	101	148
Larceny/ Thefts	96	65	58	219	266	485	441
Motor Vehicle Theft	19	25	15	59	40	99	102
Arson*	11	5	1	17	4	21	6
TOTAL	203	176	132	511	510	1,024	1,024

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

During this quarter, the Police Department made approximately 772 total adult arrests. Of the 772 arrests, 19.8% of the persons arrested reported they were transients.

REPORTS

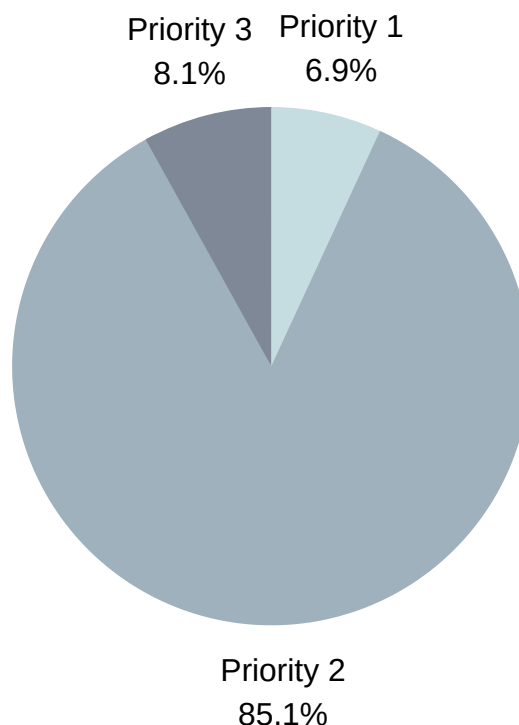
	APR.	MAY	JUN.	2ND QTR. TOTAL	PREVIOUS QTR. TOTAL	2022 YTD	2021 YTD
Incident Reports (includes online reports)	653	595	531	1,779	1,672	3,596	4,221
Mail-in Reports (MLRs)	41	52	40	133	115	248	307
TOTAL	694	647	571	1,912	1,787	3,844	4,528

PATROL BUREAU

RESPONSE TIMES

	APR.	MAY	JUN.	2ND QTR. AVERAGE	PREVIOUS QTR. AVERAGE	2021 1ST QTR. AVERAGE
Priority 1	8:51	9:00	6:41	8:11	8:04	8:06
Priority 2	13:36	14:15	13:36	13:49	13:35	12:48
Priority 3	22:40	20:22	17:01	20:01	20:35	19:29

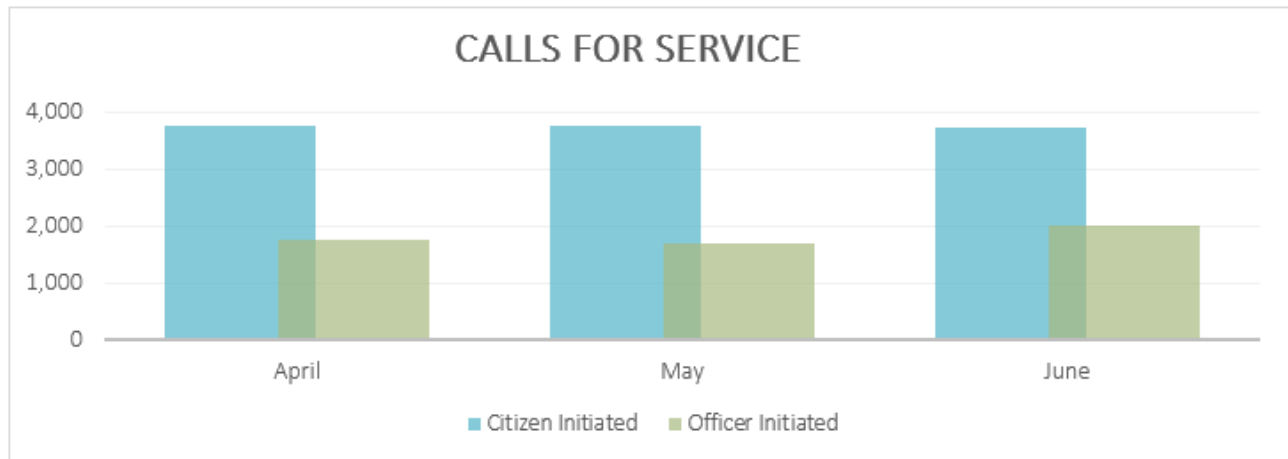
2ND QUARTER CALLS FOR SERVICE PRIORITIES



WORK LOAD

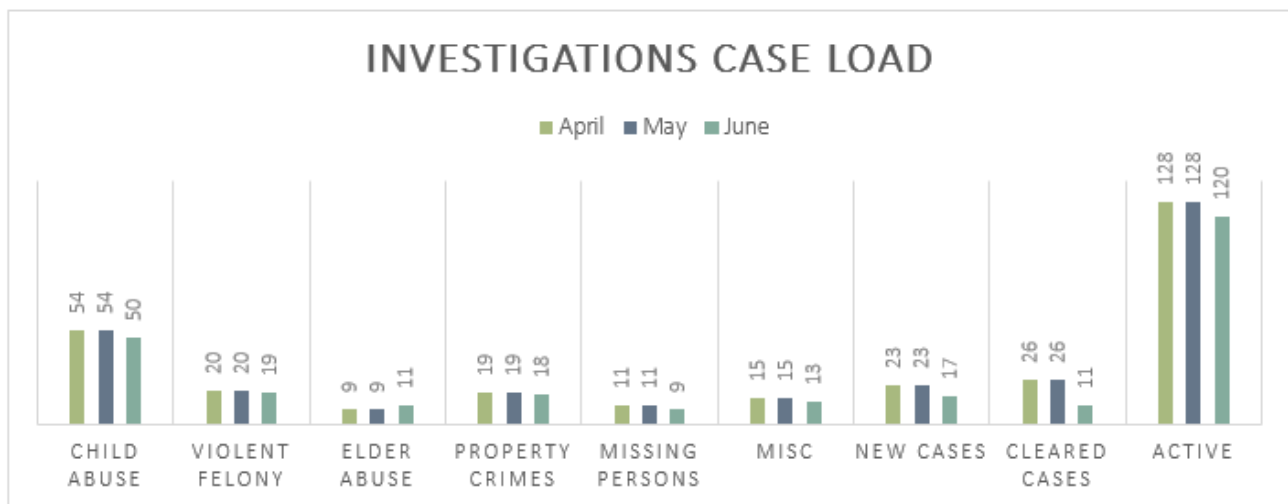
CALLS FOR SERVICE	APR.	MAY	JUN.	TOTAL	PREVIOUS QTR. AVERAGE	2021 2ND QTR. AVERAGE
Priority 1	88	85	83	256	239	247
Priority 2	1,074	1,081	1,003	3,158	3,061	3,557
Priority 3	323	320	299	942	786	839
All other calls for service	4,631	4,618	4,797	14,046	13,862	14,560
TOTAL	6,116	6,104	6,182	18,402	17,948	19,203

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

	APR.	MAY	JUN.
TOTAL REGISTRANTS	149	145	146
Total transient registrants	25	23	24
290 PC violation warrants issued	1	1	1
Not in compliance with annual update	0	0	0

290 REGISTRANTS



PROPERTY AND EVIDENCE

	APR. - JUN. 2022	PREVIOUS QTR. TOTAL
Evidence Processed	1,065	984
*Items Purged	1,516	1,191
Property for Safekeeping	195	105
Found Property	86	57
Property Returned to Owner	103	126

INVESTIGATIONS BUREAU

GANG TASK FORCE

The Gang Task Force (GTF) has continued proactive and directed enforcement patrols, conducted investigations and has made arrests for weapons violations, narcotics violations and warrants.

GTF and Yolo County Probation conducted a probation search at a residence where a loaded 9mm handgun along with high capacity magazines were located. An adult male was arrested and booked for weapons violations and probation violation.

GTF and Yolo County Probation conducted a probation search where an adult male was in possession of 92 blue M30 pills and over \$4,000 of cash. M30's are commonly laced with fentanyl and are counterfeit. The pills were later determined to be Oxycodone Hydrochloride. The male was arrested and booked for drug sales and probation violation.

GTF conducted numerous Probation/Parole searches throughout the City of Woodland. During one specific operation, Woodland GTF organized and coordinated a countywide operation involving gang related parolees. GTF along with members of CDCR conducted approximately 13 Parole Searches/Compliance Checks within the City of Woodland. YSO and W. Sac PD along with members of CDCR also conducted the same operations in their respective jurisdictions (5 for YCSO and 6 for W. Sac). During this operation, narcotics and two firearms were seized and 3 adults were arrested.

GTF served several residential search warrants including one in Sacramento where an adult male was arrested for drug sales. A large quantity of drugs (approximately 14,000 M30 pills) were located and seized. This case stemmed from a February arrest in the City of Woodland. The suspect was based in Sacramento but was a drug supplier to Woodland.

A search warrant was served at a location in Knights Landing concerning a weapons violations case. An adult male was arrested on a Ramey Warrant for being a felon in possession of a firearm and for new charges of being a felon in possession of ammunition. The ammunition was located at the residence during the search warrant service.

Another search warrant was served at a Woodland residence where GTF located a 9mm handgun, cocaine, a stun gun and over \$10,000 in cash. An adult female was arrested and booked on several charges including felon in possession of a firearm, felon in possession of a stun gun, and possession of a controlled substance.

The suspects in a 2019 homicide of a juvenile entered plea deals that will send them to prison. One adult male pled to several charges including manslaughter and attempted murder and will be sentenced to 31 years in prison. The other adult male pled to voluntary manslaughter and attempted murder with a firearm enhancement and will be sentenced to 21 years in prison.

The Special Services Detective has completed numerous prisoner transports including out of State transports from Georgia, Washington and Nevada. He has also conducted numerous inspections at cannabis and massage parlor business and he attended an Open House hosted by the Woodland Cannabis Collective.

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 Operational Team Committee met two times via Zoom over the past quarter. The Operational Team will continue to meet every other month with the goal to increase referrals to the YGRIP Program and review current referral to the Team. Since the Operational Team is meeting more regularly, the team is expanding. The greatest addition to the Team is the addition of the Yolo County DA Juvenile Charging DDA. By having an attorney, rather than a DA Investigator, on the team referrals can be made at the time of charging. This will allow for a quicker connection to services as the juveniles are entering the criminal justice system and work toward diverting those individuals.

TRAFFIC UNIT

The Traffic Unit is comprised of one motor Sergeant, 3 traffic motor officers and 2 part-time parking enforcement officers. During the second quarter, the department filled the second part-time parking enforcement officer.

The Traffic Unit had the following activity for the 2nd quarter of 2022:

	APR. - JUN. 2022	PREVIOUS QTR. TOTAL
Traffic collisions investigated by unit	29	15
Traffic enforcement citations issued	704	644
Parking citations issued	583	504
Abandoned vehicle complaints	420	325
Abandoned vehicles towed	21	19

During the 2nd Quarter the Woodland Police Department Traffic Unit conducted the following OTS Grant Traffic Enforcement Details:

- Two Primary Collision Factor enforcement details
- Three DUI saturation details
- Two Distracted Driving Enforcement details
- One Bicycle and Pedestrian enforcement details

COMMUNITY RELATIONS BUREAU

MAJOR COLLISION INVESTIGATIONS:

During the quarter, the Traffic Unit worked a roll over collision as well as a few felony hit and run investigations.

SPECIAL EVENTS:

- On May 7th, 2022, the Traffic Unit work the Honey Festival Detail.
- On May 28th, 2022, the Traffic Unit work the Woodland Street Cruisers car show and cruise.
- On June 1st 2022, the traffic motor unit assisted with the Funeral of Elk Grove Police Traffic Motor Officer Ty Lenehan.
- On June 27, 2022, the traffic motor unit assisted the Yolo County Sheriff's Office with the Yolo County Almond Festival.

TRAINING PROVIDED:

On April 7th, 2022, a WPD traffic officer worked with a CHP officer teaching an Impact Teen Drivers course. Impact Teen Drivers is a leading traffic safety education nonprofit with the mission of saving lives by fighting the number one killer of teens in America: car crashes. With a focus on engaging teens and their influencers, we develop and disseminate evidence-based educational materials that engage, educate, and empower individuals to make better choices behind the wheel—whether as a driver or passenger.

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

The Woodland Police Department instructors have worked closely with the Woodland Joint Unified School District and completed the GREAT Program to almost all the 4th grade and 7th grade students for this 2021-2022 school year. A few classes were missed due to scheduling issues.

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 second quarter of 2022, the SRO's taught 67 GREAT classes to 4th and 7th graders. The SRO's investigated multiple social media threats and bullying incidents. These investigations require collaboration with the district staff, school site staff and students.

June saw the end of the school year and the start of the Summer PAL (Police Activities League) Program. Nearly 100 students will participate in the two week summer program. The Summer PAL Program receives support from the City of Woodland, the Woodland Joint Unified School District, student volunteers and multiple local businesses that donate to the program.

The SROs had the following activity for the 2nd quarter of 2022:

	APR.	MAY	JUN.	TOTAL
Fighting	19	18	4	41
Administrative Assistance	93	107	42	242
Home Visits	15	33	3	51
GREAT Presentations	41	22	4	67
Overall Total	168	180	53	401

VOLUNTEERS IN POLICING PROGRAM

The Department ViP program consists of 36 Volunteers and 7 Chaplains. The VIPs and Chaplains contributed 470.95 hours for the 2nd quarter for 2022. The total number of volunteer hours for 2022 are 827.7. The total hours for this quarter are:

VIP HOURS	APR.	MAY	JUN.	TOTAL
Chaplains	20	22.5	9.5	52
Volunteers	176.95	141.5	100.5	418.95

COMMUNITY RELATIONS BUREAU

The Woodland Police Department Volunteers assisted with filing in records, property and evidence, car washes, graffiti abatement, vehicle abatement and various community events. The volunteers received an updated training on how to check abandoned vehicles. Two teams have been assisting checking to see if abandoned vehicles move after being tagged allowing CSO's or officers to respond to tow the ones that have not moved. Another group of volunteers is working on assisting with CAU/SCRAM. A new intern is in the process of becoming a VIP. The Chaplains are continuing their very important duties of being a critical support for our officers and the members of our community, and a new chaplain was sworn-in this month.

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. Woodland PD UNIDOS en Español has reached over 350 followers on Facebook, and continues to grow.

UNIDOS hosted a few events and was invited to participate in other local events.

- April 9th - Egg Hunt at Ferns Park
- April 29 - Dia de los Niños at Ferns Park
- May 7th - California Honey Festival
- June 23rd - Paletas con la Policia at Casa Del Sol

The events were a success. We are looking forward to all the upcoming events.

EXPLORERS

The Explorer program was active over the past several months with training and events within the city.

During the course of training, the Explorers learned new penal and vehicle codes to include police radio codes and procedures. The Explorers conducted physical training and drill. During drill the Explorers had the ability to be a team leader and provide the direction and cadence in the training.

They further learned definitions behind reasonable suspicion, detentions, consensual contacts and arrests. They also watched videos pertaining to the topic. The Explorers were later tested in their knowledge in the subject matter.

COMMUNITY RELATIONS BUREAU

The Explorers were taught basic traffic collision investigation techniques and how to complete traffic collision forms. A mock collision was prepared and they learned how to take measurements at the scene of a collision to assist them with determining what vehicle would be at-fault.

The series of training will ultimately be geared toward future scenario based training where the Explorers will be tested on a totality of information; such as crimes committed and when a detention or arrest is applicable. The upcoming training will also include note taking and reporting writing, which will be included in their scenarios.

During the months of April and May the Explorers assisted with the downtown music festival and the downtown car show/ cruise.

In June, the Explorers assisted the Yolo County District Attorney's office with a tobacco sting in the City of Woodland. With the assistance of the Explorers, the District Attorney's Investigators were able to submit administrative and criminal reports against business who sold tobacco products to minors. The Explorers also assisted with the Police Activity League (P.A.L). The Explorers assisted officers for two weeks in the PAL program where they coached juvenile members of the community in sport related events.

The Explorer program welcomed one new member who is excited to begin her future endeavors in the program. Two other potential Explorers completed their applications and oral interviews. They are currently in the background check of the process and will likely start soon.

HOMELESS OUTREACH STREET TEAM

There was a growing number of camps on the outskirts of the City of Woodland and along I-5 that came to light this quarter. CHP and Yolo County Sheriff Department cleared out these large camps displacing a large number of people experiencing homelessness. Although services were offered to this group many of them did not accept. HOST was at the location to remind the individuals of the expectations within the City of Woodland with a hope to reduce the impact on our city.

There were concerns regarding an encampment along Matmor Road south of E. Main Street. HOST spent an extensive amount of time coordinating with the business owners and apartment managers to ensure the safety of their residents and patrons. The plan in cooperated actions by all involved parties.

HOST did directed enforcement in Freeman Park this quarter. They worked with the bike team and focused efforts in small blocks of time making arrests, administering citations, and checking probation compliance. The camera locations were evaluated to find the best location to monitor the north side of the utility building in the park and

COMMUNITY RELATIONS BUREAU

the cameras were watched to attempt to hold the person responsible for numerous vandalisms that had occurred.

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

	APR. - JUN. 2022	PREVIOUS QTR. TOTAL
Contacts	942	889
Camps	260	271
Camps cleaned	105	128
Services offered/accepted	373 / 51	337 / 52
Business contacts	78	96
Arrests	47	44
Downtown Patrols	149	195

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.

	APR. - JUN. 2022	PREVIOUS QTR. TOTAL
Reports processed	2,441	2,644
Citations entered	1,546	1,657
Traffic collisions	125	138
Warrants	812	684



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.10
SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended June 30, 2022

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2022.

Staff Contact:

Hogai Zalmai, Senior Accountant, (530) 661-5835, Hogai.Zalmai@cityofwoodland.org

Fiscal Impact:

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:

Each quarter, staff is required to provide the City Council with a report from the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective of increasing yield and generating additional investment earnings while, at the same time, ensuring that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of June 30, 2022, the City treasury consisted of investments with a total book value of \$237,748,279. During the quarter, the City reached its maximum investment capacity with the Local Agency Investment Fund (LAIF) and therefore invested the excess funds in the California Asset Management Program (CAMP). CAMP utilizes the seven-day yield method for estimating the annualized yield of their fund, which is the industry standard for money market funds. The seven-day yield for CAMP was 1.38% as of June 2022. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending June 2022 was 0.750% and the average yield on the City of Woodland's investments as of June 30, 2022 was 1.50%. This results in an overall portfolio yield, combining all investments, CAMP, and LAIF of 0.99%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending June 2022 was 0.61%. The City exceeded its benchmark by 0.38%.

The City's investment strategy is to maintain 35% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of 1.75 years, and achieve a market rate of return of 0.15% based on the parameter of allowable investments. As of June 30, 2022, the City maintained 38% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of 1.75 years, and achieved a market rate of return of 0.99%. The City exceeded its target yield by 0.38%.

In response to the Corona Virus Pandemic, the Federal Reserve reduced its benchmark rate to a target range of 0-0.25%. This unexpected decrease in the Federal Reserve's benchmark rate has led to a significant increase in the amount of "calls" on the City's investments. An investment is "called" when the institution that issued the investment security redeems it (or cashes it out), typically at par value, plus accrued interest, prior to the maturity date. Investment calls are common and staff projects when we expect them to occur as part of our investment planning, but these calls occur much more frequently when investment rates are declining, as has been the case since March 2020. The Federal Reserve has begun to reverse direction and has increased its benchmark rate by 0.25% March 2022, 0.50% in May 2022 and has signaled that they will continue to make increases in an effort to help curb inflation in the economy. This will likely result in increasing rates for available investments, and therefore the City does not expect any of its investments to be called over the next quarter.

Over the next quarter, the City will continue its focus on its objectives of safety, liquidity, and return on investment. The City will continue to invest in high-quality credit worthy securities and will continue to implement and evaluate its investment strategy. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy.

Staff continues to explore opportunities to implement a Community Reinvestment component within the overall investment portfolio. The City has become a participant in the CalRise program offered by the California Statewide Communities Development Act (CSCDA), but that program has been largely inactive since its inception. Staff also continue to evaluate direct investment opportunities with local banks within the community.

The attached report provides a summary of the City's current investments, including the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2022.

Prepared By: Hogai Zalmai, Senior Accountant

Reviewed By: Evis Morales, Finance Officer

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. Investment Report-06-30-2022

**CITY OF WOODLAND
INVESTMENT REPORT**

June-22

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	\$54,564,154	23.0%
California Asset Management Program (CAMP)	\$55,088,305	23.2%
Certificates of Deposit	\$500,000	0.2%
US Government Agency Securities	\$61,996,375	26.1%
Corporate Securities	\$56,877,638	23.9%
Municipal Securities	\$8,721,806	3.7%
TOTAL	\$237,748,279	100.0%

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Discover Bank	7/26/2022	2.30	N/a	\$250,000	\$250,000	N/A	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	\$250,000	\$250,000	N/A	949763JU1

Total Certificates of Deposit

				\$500,000	\$500,000		
Federal National Mortgage Association	6/4/2025	0.71	9/4/2021	\$3,000,000	\$3,000,000	\$2,795,088	3136G4WA7
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2022	\$2,000,000	\$2,000,000	\$1,847,322	3134GVR26
Federal Farm Credit Bank	7/29/2025	0.58	7/29/2022	\$2,000,000	\$2,000,000	\$1,843,546	3133ELZ80
Federal Farm Credit Bank	8/4/2025	0.68	7/5/2021	\$2,000,000	\$2,000,000	\$1,844,882	3133EL2U7
Federal National Mortgage Association	8/26/2025	0.60	8/26/2021	\$2,000,000	\$2,000,000	\$1,846,218	3136G4X32
Federal National Mortgage Association	10/20/2025	0.58	10/27/2021	\$2,000,000	\$2,000,000	\$1,837,832	3135G06A6
Federal Home Loan Mortgage Corp	10/27/2025	0.54	10/27/2022	\$2,000,000	\$2,000,000	\$1,827,400	3134GW4Z6
Federal National Mortgage Association	11/25/2025	0.58	11/25/2022	\$3,000,000	\$3,000,000	\$2,749,515	3135GA5H0
Federal Farm Credit Bank	12/1/2025	0.56	12/1/2022	\$2,000,000	\$2,000,000	\$1,828,314	3133EMJC7
Federal Farm Credit Bank	12/23/2025	0.50	7/5/2021	\$2,000,000	\$2,000,000	\$1,818,492	3133EMLR1
Federal National Mortgage Association	12/30/2025	0.64	12/30/2021	\$2,000,000	\$2,004,000	\$1,819,002	3135G06Q1
Federal Home Loan Bank	2/12/2026	0.52	8/12/2021	\$2,000,000	\$1,999,000	\$1,804,492	3130AKWA0
Federal Home Loan Bank	2/23/2026	0.58	2/23/2022	\$1,750,000	\$1,745,625	\$1,603,065	3130ALBX1
Federal Farm Credit Bank	3/9/2026	0.80	3/9/2023	\$3,000,000	\$3,000,000	\$2,767,548	3133EMSU7
Federal Home Loan Bank	3/30/2026	1.03	9/30/2021	\$3,000,000	\$3,000,000	\$2,787,045	3130ALV68
Federal Farm Credit Bank	5/4/2026	1.00	8/4/2021	\$3,000,000	\$3,000,000	\$2,778,240	3133EMYE6
Federal Home Loan Bank	5/18/2026	1.00	11/18/2021	\$3,000,000	\$3,000,000	\$2,776,143	3130AMFD9
Federal Home Loan Bank	6/16/2026	0.95	3/16/2022	\$3,000,000	\$3,000,000	\$2,766,291	3130AMPJ5
Federal Home Loan Bank	6/30/2026	0.86	N/A	\$5,000,000	\$5,000,000	\$4,590,905	3130AMWB4
Federal Home Loan Bank	7/13/2026	1.02	N/A	\$5,000,000	\$5,000,000	\$4,615,525	3130AN2L3
Federal Home Loan Bank	9/14/2026	0.93	N/A	\$2,000,000	\$2,000,000	\$1,844,570	3130ANU73
Federal Home Loan Bank	1/28/2027	1.75	N/A	\$2,250,000	\$2,247,750	\$2,122,949	3130AQKM4
Federal Home Loan Bank	4/29/2027	3.00	N/A	\$5,000,000	\$5,000,000	\$4,920,610	3130ARMS7

Total US Government Agency Securities

\$62,000,000	\$61,996,375	\$57,434,994
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Total Non US Government Agency Securities

				\$0	\$0	\$0	
Berkshire Hathaway	3/15/2023	2.75	N/A	\$500,000	\$501,445	\$499,110	084670BR8
TJX Companies	5/15/2023	2.50	N/A	\$500,000	\$507,615	\$498,801	872540AP4
Bank of America	7/21/2023	2.82	7/21/2022	\$1,000,000	\$1,004,840	\$999,791	06051GGQ6
Toyota	9/20/2023	3.45	N/A	\$1,000,000	\$1,025,110	\$1,001,030	89236TFN0
Citibank	1/23/2024	3.65	N/A	\$1,000,000	\$1,036,710	\$1,001,443	17325FAS7
Citibank	1/23/2024	3.65	N/A	\$569,000	\$604,710	\$569,821	17325FAS7
Charles Schwab	2/1/2024	3.55	N/A	\$600,000	\$623,478	\$599,243	808513AY1
US Bancorp	2/5/2024	3.38	N/A	\$1,000,000	\$1,026,700	\$998,125	91159HHV5
Apple	2/9/2024	3.00	N/A	\$500,000	\$505,235	\$498,057	037833CG3
IBM	2/12/2024	3.63	N/A	\$500,000	\$528,850	\$500,668	459200HU8
Home Depot	2/15/2024	3.75	N/A	\$1,000,000	\$1,074,300	\$1,009,534	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/A	\$1,000,000	\$1,050,720	\$1,002,547	452308AT6
Pepsico	3/1/2024	3.60	N/A	\$1,000,000	\$1,069,750	\$1,005,320	713448CM8
Apple	5/6/2024	3.45	N/A	\$1,000,000	\$1,037,300	\$1,002,259	037833AS9
Bank of New York Mellon	5/15/2024	3.40	N/A	\$1,000,000	\$1,039,920	\$996,789	06406HCV9
HSBC	6/23/2024	3.50	N/A	\$500,000	\$527,365	\$496,462	40434CAD7
American Honda Finance	6/27/2024	2.40	N/A	\$500,000	\$505,140	\$487,802	02665WCZ2
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$509,055	\$486,951	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$506,245	\$486,951	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$1,000,000	\$1,029,250	\$973,901	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/A	\$1,000,000	\$1,059,210	\$995,447	009158AV8
Amazon	8/22/2024	2.80	N/A	\$500,000	\$517,425	\$494,322	023135AZ9
United Parcel Service	9/1/2024	2.20	N/A	\$500,000	\$502,340	\$486,652	911312BT2

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Coke	9/6/2024	1.75	N/A	\$500,000	\$499,285	\$488,128	191216CL2
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,014,350	\$966,102	29736RAN0
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,004,020	\$966,102	29736RAN0
Toyota	2/13/2025	1.80	N/A	\$1,000,000	\$1,001,380	\$951,018	89236TGT6
WW Grainger	2/15/2025	1.85	N/A	\$1,500,000	\$1,545,900	\$1,424,253	384802AE4
Precision Castpart	6/15/2025	3.25	N/A	\$1,000,000	\$1,111,990	\$993,191	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	\$1,000,000	\$1,000,000	\$903,423	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	\$1,000,000	\$1,000,000	\$917,575	48128GU40
Bank of America	11/25/2025	0.65	11/25/2021	\$1,000,000	\$1,000,000	\$881,632	06048WK41
JPMorgan Chase & Co	12/22/2025	0.83	12/22/2023	\$1,000,000	\$1,000,000	\$874,202	48128GY53
United Health Group	1/15/2026	1.25	N/A	\$1,000,000	\$1,016,620	\$920,243	91324PDW9
Public Storage	2/15/2026	0.88	1/15/2026	\$2,000,000	\$1,984,600	\$1,777,650	74460WAA5
JP Morgan Chase	2/17/2026	0.50	2/17/2023	\$1,000,000	\$1,000,000	\$900,859	46632FRV9
Caterpillar	3/2/2026	0.90	N/A	\$1,200,000	\$1,195,920	\$1,083,283	14913R2K2
United Health Group	5/15/2026	1.15	4/15/2026	\$500,000	\$501,660	\$451,778	91324PEC2
Bank of America	8/26/2026	1.25	8/26/2022	\$2,000,000	\$2,000,000	\$1,766,560	06048WN22
Apple Incorporated	9/11/2026	2.05	N/A	\$2,000,000	\$2,057,960	\$1,876,672	037833DN7
Deere John Capital Corp	10/13/2026	1.30	N/A	\$1,000,000	\$993,670	\$900,491	24422EVM6
BK Of America Corp	11/19/2026	1.65	N/A	\$1,000,000	\$1,000,000	\$886,438	06048WQ29
JPMorgan Chase FINL CO LLC	11/30/2026	1.50	N/A	\$1,000,000	\$1,000,000	\$905,353	48130UZH1
JPMorgan Chase & Company	5/13/2024	3.63	N/A	\$500,000	\$513,400	\$500,442	46625HJX9
United Parcel Service	9/1/2024	2.20	N/A	\$1,000,000	\$1,000,000	\$973,303	911312BT2
Bank Of New York Mellon Corp	2/24/2025	3.00	N/A	\$2,000,000	\$2,030,560	\$1,956,236	06406HDA4
John Deere Capital Corporation	3/7/2025	2.13	N/A	\$1,500,000	\$1,491,000	\$1,442,036	24422EWB1
Emerson Electric Company	10/15/2026	0.88	N/A	\$3,500,000	\$3,352,930	\$3,075,975	291011BP8
IBM CORPS	1/27/2027	3.30	N/A	\$2,000,000	\$1,936,420	\$1,937,772	459200JR3
COMCAST Corp	2/1/2027	3.30	N/A	\$2,000,000	\$1,933,020	\$1,933,336	20030NBY6
TSMC Arizona Corp	04/22/2027	3.88	N/A	\$2,000,000	\$1,989,240	\$1,988,634	872898AF8
ATOMS Ennergy Corp	6/15/2027	3.00	N/A	\$2,000,000	\$1,911,000	\$1,906,126	049560AN5

Total Corporate Securities

\$56,369,000	\$56,877,638	\$53,639,837
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University of California CA REV TXBL-Series BA	5/15/2023	3.30	N/A	\$830,000	\$880,273	\$831,046	91412HBK8
Los Angeles CA GO TXBL REF-Series A	9/1/2023	2.64	N/A	\$1,925,000	\$2,020,596	\$1,915,625	544351KS7
San Francisco City & County CA Public Utility Company REV TXBL-Ser	11/1/2023	2.81	N/A	\$455,000	\$485,799	\$452,384	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Series B	12/1/2023	3.20	N/A	\$450,000	\$477,329	\$449,501	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/A	\$1,000,000	\$1,079,870	\$987,620	544351KT5
California ST Municipal FA REV TXBL Harveyy Mudd College	12/1/2024	1.85	N/A	\$595,000	\$603,520	\$572,747	13048VNZ7
Totota MTR CR Corp	1/13/2025	1.45	N/A	\$1,000,000	\$975,700	\$945,660	89236TJT3
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/A	\$2,000,000	\$2,198,720	\$1,977,360	91412GXQ3

Total Municipal Securities

\$8,255,000	\$8,721,806	\$8,131,942
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Total of LAIF Funds & Investments Detail

Check Total (Should be zero)

\$237,748,279
0

CASH ACCOUNTS as of 06/30/22

Bank Accounts with U.S. Bank	\$6,825,861
Petty Cash	\$2,778
Cash with Fiscal Agent	\$8,182,654
Funds Held By Section 115 Pension Trust	\$10,170,547

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	\$538,916
Prior Quarters Interest Earned - LAIF	\$36,691
Prior Quarters Interest Earned - CAMP	\$5,982
Total Interest Received	<u>\$581,589</u>
Interest Received from April 1, 2022 to June 30, 2022	<u>\$372,493.66</u>
Total Fiscal Year-to-Date Interest Received	<u><u>\$954,083.00</u></u>

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

**CITY OF WOODLAND
ACTIVITY REPORT**

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF TREASURER				
04/01/22	Month Beginning Balance			\$74,607,077
04/15/22	Interest	\$57,077		\$74,664,154
04/30/22	Month End Balance			\$74,664,154
05/01/22	Month Beginning Balance			\$74,664,154
05/20/22	Withdrawl from LAIF		\$3,000,000	\$71,664,154
05/31/22	Withdrawl from LAIF		\$6,100,000	\$60,564,154
05/31/22	Withdrawl from LAIF		\$7,000,000	\$53,564,154
05/31/22	Month End Balance			\$53,564,154
06/01/22	Month Beginning Balance			\$53,564,154
06/09/22	Deposit into LAIF	\$10,000,000		\$63,564,154
06/29/22	Withdrawl from LAIF		\$9,000,000	\$54,564,154
06/30/22	Month End Balance			\$54,564,154
CAMP PFM Asset Management LLC				
04/01/22	Month Beginning Balance			\$21,009,244
04/29/22	Accrual Income Dividend Reinvestment	\$8,618		\$21,017,862
04/30/22	Month End Balance			\$21,017,862
05/13/22	Deposit into CAMP	\$5,000,000		\$26,017,862
05/24/22	Deposit into CAMP	\$19,000,000		\$45,017,862
05/31/22	Accrual Income Dividend Reinvestment	\$20,728		\$45,038,590
05/31/22	Month End Balance			\$45,038,590
06/01/22	Month Beginning Balance			\$45,038,590
06/08/22	Deposit into CAMP	\$10,000,000		\$55,038,590
06/30/22	Accrual Income Dividend Reinvestment	\$49,715		\$55,088,305
06/30/22	Month End Balance			\$55,088,305
Bonds and Other Investments				
04/01/22	Month Beginning Balance			\$118,269,481
04/01/22	California ST GO UNLT TXBL-HIGH-SPD-PSSNGER TRN-SER A 13063DAD0		\$415,000	\$117,854,481
04/11/22	Called Pepsico IN Callable		\$500,000	\$117,354,481
04/29/22	Purchase Federal Home Loan Banks Cons BD 3130ARMS7	\$5,000,000	\$0	\$122,354,481
05/11/22	Called Chevron Corp 166764AH3		\$1,010,594	\$121,343,887
06/16/22	Matured DNB First NA Certificate of Deposit 25590AAF7	\$0	\$250,000	\$121,093,887
06/21/22	Matured Goldman Sachs Bank USA Certificate of Deposit 38148PKX4		\$250,000	\$120,843,887
06/29/22	Matured Marine Bank Certificate of Deposit 56817TAA9		\$250,000	\$120,593,887
06/29/22	Matured Marlin Business Bank Certificate of Deposit 57116APK8		\$250,000	\$120,343,887
06/30/22	Purchase Comcast Corp SR GLBL 20030NBY6	\$1,960,337	\$0	\$122,304,224
06/30/22	Purchase ATMOS Energy Corp SR GLBL NT 049560AN5	\$1,913,500	\$0	\$124,217,724
06/30/22	Purchase IBM Corps SR GLBL 459200JR3	\$1,964,470	\$0	\$126,182,194
06/30/22	Purchase TSMC Arizona Corp SR 872898AF8	\$2,003,879	\$0	\$128,186,073
06/30/22	Month End Balance			\$128,186,073
END OF MONTH TOTAL DEBITS				\$115,602,744

<u>2014 Wastewater Revenue Bonds</u>	Beginning Balance	Activity - 04/30/2022	Activity - 05/31/2022	Activity - 06/30/2022		Ending Balance
Revenue fund	\$1,919,424.14	(\$1,919,422.30)	\$0.00	\$1.84	US Bank Mmkt 5 -Ct	\$3.68
Interest fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.86	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.86
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
<u>CFD - Gibson Ranch</u>						
Revenue fund	\$22,912.48	(\$22,905.62)	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$6.86
Interest fund	\$0.02	(\$0.02)	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	0.00
Reserve fund	\$225,831.86	(\$5.82)	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$225,826.04
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
<u>Spring Lake 2013</u>						
Special Tax Fund	\$11,859.78	0.06	\$0.06	\$1.60	Cash Mgmt-1st Am Govt Oblig	\$11,861.50
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve fund	\$2,064,565.14	\$10.50	\$10.16	\$279.23	Cash Mgmt-1st Am Govt Oblig	\$2,064,865.03
Prepayment Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Spring Lake 2016</u>						
Special Tax Fund	\$10,663.91	\$0.05	\$0.05	\$1.44	Cash Mgmt-1st Am Govt Oblig	\$10,665.45
Interest Fund	\$0.17	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.17
Principal Fund	\$0.33	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.33
Reserve Fund	\$1,033,068.14	\$5.25	\$5.08	\$139.72	Cash Mgmt-1st Am Govt Oblig	\$1,033,218.19
Proceeds Fund	\$0.20	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.20
<u>Spring Lake 2019</u>						
Special Tax Fund	\$8,551.16	\$0.04	\$0.04	\$1.16	Cash Mgmt-1st Am Govt Oblig	\$8,552.40
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,442,504.67	\$7.33	\$7.10	\$195.10	Cash Mgmt-1st Am Govt Oblig	\$1,442,714.20
Capitalized Interest Fund	\$150,111.06	\$0.76	\$0.74	\$20.30	Cash Mgmt-1st Am Govt Oblig	\$150,132.86
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Spring Lake 2021</u>						
Special Tax Fund	\$0.00	\$0.04	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.04
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Bond Reserve Fund	\$1,260,113.23	\$6.41	\$6.20	\$170.43	Cash Mgmt-1st Am Govt Oblig	\$1,260,296.27
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Acquisition & Construction	\$43.30	\$0.00	\$0.00	\$0.01	Cash Mgmt-1st Am Govt Oblig	\$43.31
Cost of Issuance	\$59,153.79	\$0.30	(\$59,154.09)	\$2.12	Cash Mgmt-1st Am Govt Oblig	\$2.12
<u>Water Revenue Bonds 2011</u>						
Revenue Fund	\$5.44	\$2.73	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$8.17
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
<u>Safe Drinking Water State Revolving Fund 2014</u>						
Payment Fund	\$5.64	\$0.03	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$5.67
Reserve fund	\$138,785.27	\$0.59	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$138,785.86
<u>ARRA 2011</u>						
Payment Fund	\$1,425,304.40	\$7.25	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$1,425,311.65
Reserve fund	\$410,350.65	\$2.09	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$410,352.74
<u>Water Revenue Bonds 2021</u>						
Green Bonds	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Issuance Fund	\$10,792.42	(\$10,792.42)	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00

TOTAL

\$8,182,653.66

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.11
SUBJECT: Designate Voting Delegate and Alternate for the League of California Cities Annual Conference & Expo

Recommendation for Action: Staff recommends that the City Council designate Mayor Vega as a Voting Delegate and Council Member Garcia-Cadena as an Alternate Voting Delegate to represent the City at the League of California Cities Annual Conference & Expo to be held in Long Beach, September 7-9, 2022.

Staff Contact

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

Background

The City Council is asked to designate a Council Member to represent the City as a voting delegate at the Annual League of California Cities Conference in September. This conference affords Woodland the opportunity to vote on resolutions of importance to cities.

Each year the Council is asked by the League of California Cities to designate a voting delegate and an alternate to cast the City's vote at the general business session of the League's annual conference. Each city, regardless of size, has one vote at the business session where resolutions on a variety of topics are presented for action. Adopted resolutions become the League program of action for the coming year and in many instances result in legislation being introduced. The designation will be forwarded to the League.

Discussion

It is important for the City to remain active and engaged in the League of California Cities and designate a Council Member to act on behalf of the City at the annual conference. The League will be involved in several critical issues affecting California cities this year, including the state budget, housing, pension reform and various issues associated with public safety and infrastructure. The designated representative will be asked to vote on League resolutions that will form the legislative platform for these issues and many others that will impact California cities.

Conclusion

Staff recommends that the City Council designate Mayor Vega as a Voting Delegate and Council Member Garcia-Cadena as an Alternate Voting Delegate to represent the City at the League of California Cities Annual Conference & Expo to be held in Long Beach, September 7-9, 2022.

Prepared by: Ana B. Gonzalez, City Clerk

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

Ken Hiatt
City Manager

Attachments:

1. Voting Delegate_Alternate Form



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022**

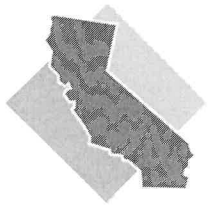
Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.12
SUBJECT: 2021 Homeland Security Grant Budget Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$43,367 to the Other Federal Grants Fund (330) for the purchase of the awarded equipment.

Staff Contact:

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

Fiscal Impact:

The requested \$43,367 appropriation to Fund 330 will ultimately be cost neutral. The requested funds will cover the initial expenditure of grant funds totaling \$43,367, which will be reimbursed through the 2021 Homeland Security Grant award received by the City of Woodland Fire Department.

Background:

In October 2021, the Woodland Fire Department submitted an application for the 2021 Homeland Security Grant, for a tethered drone. The Homeland Security Grant Program (HSGP) provides funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. The Woodland Fire Department was successful in receiving the grant award and accepted the grant in July 2022. The grant funds will be used to purchase one (1) tethered drone.

Drones have become an important tool for public safety personnel to utilize in a myriad of incidents. This equipment will allow for increased security of the incident command post, assist with addressing emerging threats in the planning and response phase, and will provide thermal imaging and high definition low light live video to assist with emergency operations. Many of the incidents we encounter are stationary with an incident command post in a centralized location. Considering staffing levels, a tethered drone provides the Incident Commander with aerial imaging that is recorded, without having to staff the drone. Another benefit is that the drone will operate for as long as the Incident Commander wishes, as the drone is powered via generator or vehicle inverter.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$43,367 to the Other Federal Grants Fund (330) for the purchase of the awarded equipment.

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 -2021 HSGP

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE APPROPRIATION OF \$43,367 TO THE OTHER FEDERAL
GRANTS FUND (330) FOR THE PURCHASE OF A TETHERED DRONE AS
AWARDED UNDER THE 2021 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the 2021 Homeland Security Grant Program (HSGP) for the purchase of a tethered drone; and

WHEREAS, the Woodland Fire Department will use these funds to a tethered drone to provide additional security and operational insight via live aerial video surveillance; and

WHEREAS, the City of Woodland will be reimbursed \$43,367 through the HSGP for the purchase.

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

SECTION 1. That the City Council hereby authorizes the City Manager to appropriate \$43,367 to the Other Federal Grants Fund (330) for the purchase of the awarded equipment.

PASSED AND ADOPTED by the City Council this 16th day of August, 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: August 16, 2022
ITEM #: I.13
SUBJECT: Final Acceptance and Notice of Completion of the 2021 Road Maintenance Project, CIP 20-02

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the 2021 Road Maintenance Project, CIP 20-02, as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The total budget is \$1,698,238 as identified in the current Capital Budget CIP 20-02. The project funding is comprised of \$94,262 in Measure E funding, \$1,540,000 in Measure F funding and \$63,976 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 E & F Spending Plans.

The actual cost to complete the project was \$1,520,510.68, representing 90% of the total budget. Unspent funds are available to support the 2022 Road Maintenance Project.

There is no impact to the General Fund.

Background:

In 2006, voters approved Measure E, the ½ cent sales tax, along with advisory measures to identify voter preferences for use of those tax proceeds. Under the advisory measures, road maintenance and repair received the second highest voter response.

In November 2016, Woodland voters approved Measure F, which extended the ½ cent supplemental sales tax. The 12-year approval of Measure F, a General Tax, includes funding for general city services such as street maintenance. Funds from both Measure E & F were utilized to complete this project.

The project performed surface maintenance/rehabilitation on the following corridors:

- **Cottonwood Street** (El Dorado Dr. to W. Main St.)
- **Clover Street** (West St. to Walnut St.)
- **W. Lincoln Avenue** (C.R. 98 to West St.)
- **W. Cross Street** (C.R. 98 to West St.)
- **West Street** (Gibson Rd. to South City Limits)

In addition, a total of 25 non-compliant ADA curb ramps were completed with the project.

Discussion:

City Council authorized the bid advertisement for the project on April 20, 2021. The project was awarded to the contractor, Lister Construction, on June 1, 2021 via Resolution No. 7718. Construction is now complete and ready for acceptance.

Two contract change orders were executed during the course of the project. Change order one, totaling \$34,720.24, was issued for added costs associated with the additional grinding and removal of asphalt on West Street. Change order two, totaling -\$78,152.45, accounted for the removal of four ADA curb ramps and 1000ft of concrete valley gutter from the project scope due to conflicts with water utilities. Both change orders combine for a total amount of -\$43,432.21. This represents approximately -3% of the original contract value, which is below the approved 15% construction contingency of \$195,318.

The final project cost breakdown is as follows:

Design/Staff/Project Management	\$65,000.00
Construction	
Construction Contract	\$1,302,120.10
Change Orders	-\$43,432.21
Construction Management/Inspection	\$196,822.79
Total Construction	\$1,455,510.68
Total Project Costs	\$1,520,510.68
Total Project Budget	\$1,698,238.00

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the 2021 Road Maintenance Project, CIP 20-02, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Justin Lau, Assistant Engineer

Reviewed by: Brent Meyer, City Engineer/CDD Director



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT THE 2021 ROAD MAINTENANCE
PROJECT (CIP 20-02) CONSTRUCTION CONTRACT AS COMPLETE AND
AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

WHEREAS, the 2021 Road Maintenance Project (CIP 20-02) is fully funded in the Capital Budget for \$1,698,238; and

WHEREAS, the City Council authorized staff to bid the 2021 Road Maintenance Project, CIP 20-02 on April 20, 2021; and

WHEREAS, the City Council on June 1st, 2021 authorized the City Manager to award and execute a construction contract with Lister Construction; and

WHEREAS, construction began on July 6, 2021 and is now complete.

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

Section 1: The City Council hereby accepts 2021 Road Maintenance Project, CIP 20-02 as complete.

Section 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion for the 2021 Road Maintenance Project, CIP 20-02.

PASSED AND ADOPTED this 16th day of August 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: August 16, 2022
ITEM #: I.14
SUBJECT: Landscape Maintenance Agreement with the Department of Transportation for the I-5/East Main Street interchange.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the Mayor to Execute the Landscape Maintenance Agreement with the Department of Transportation for the I-5/East Main Street interchange and East Main Street/Hazel Court.

Staff Contact:

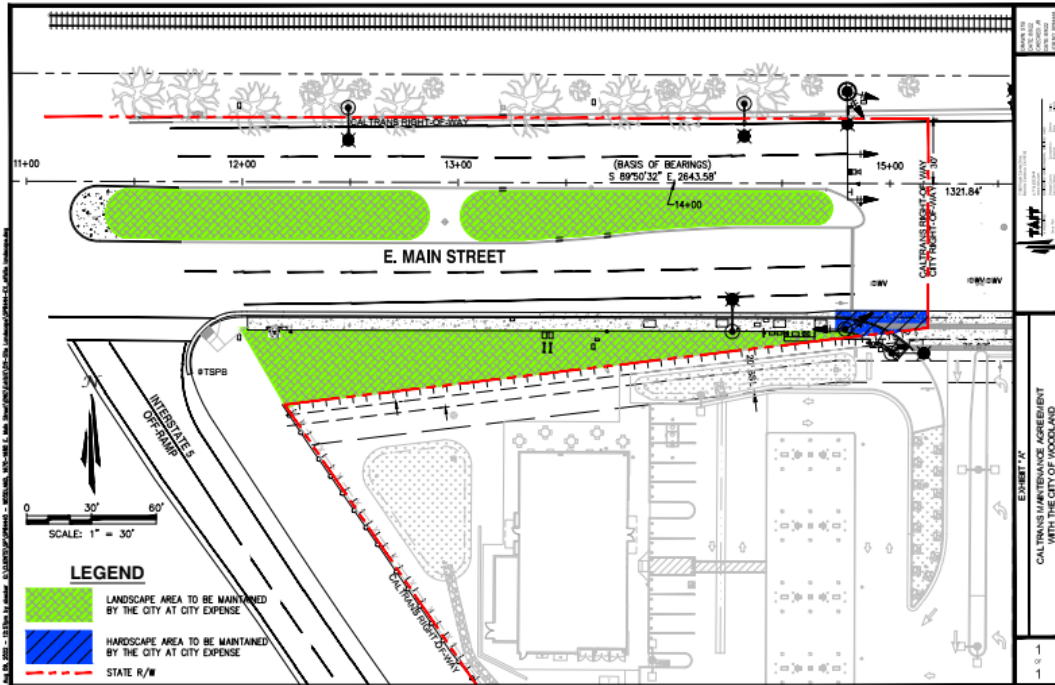
Megan Meier, Associate Planner, (530) 661-5814, megan.meier@cityofwoodland.org

Fiscal Impact:

The proposed Caltrans Landscape Maintenance Agreement at the intersection of Interstate-5 and East Main Street will result in a potential maintenance cost to the City. The developer of the Woodland Depot adjacent to the Caltrans right-of-way at the I-5/East Main Street intersection has paid the City for approximately ten years of maintenance for the proposed area and then it would be maintained through General Fund allocation. As part of the adjacent Woodland Depot development project conditions of approval, the developer will provide all initial landscape and irrigation installation along with a lump sum of twenty-four thousand dollars (\$24,000) that has been received to offset a portion of the maintenance costs. The Community Services Department estimated the maintenance cost for the first ten years at approximately two hundred dollars (\$200) a month for a ten-year period to establish the plantings and trees (\$200 a month for 10 years). The first five to ten years of maintenance is typically greater until the landscape is established and was used as a metric for the one-time lump sum portion of the maintenance cost. The City currently maintains the median on this stretch of East Main Street from the General Fund and the additional triangular portion within the Caltrans right-of-way is of minimal size and cost (estimated at \$100 dollars a month) once the landscape is established. Additionally, the City currently maintains all other Caltrans landscape agreement areas in the City through General Fund allocation unless a lighting and landscape district is in place.

Background:

On April 1, 2021, the Planning Commission approved a request by Tait & Associates on behalf of the property owner for the Woodland Depot development that will include a full-service gas station, restaurant, and hotel located at 1670-1680 East Main Street (APN 927-860-001 and -002). The Interstate-5 offramp runs along the western boundary of the development site and intersects with East Main Street at the northwest corner of the site, as shown in the exhibit below. As part of the Planning Commission approval, the development is conditioned to install irrigation and landscaping along with providing a lump sum for maintenance costs for a 10-year maintenance period (10 years at \$200 a month). The maintenance area includes the median and a triangular area adjacent to the Woodland Depot development frontage within the Caltrans right-of-way to the full extent of the project site, and a small portion of curb, gutter, sidewalk, and ADA ramp at the corner of East Main Street and Hazel Court, as highlighted in the image below. Due to these areas being within the Caltrans right-of-way, all landscape, irrigation and planned maintenance must be approved by both the City and Caltrans. Caltrans has agreed to allow low-lying landscapes within the triangular portion of the landscape area and smaller trees and shrubs within the median adjacent to the future Woodland Depot development.



All landscaped areas not already maintained by Caltrans must have an associated Maintenance Agreement. However, Caltrans does not enter into agreements with a private entity such as an adjacent property owner/ developer and will only enter into an agreement with a state/ federal entity or local jurisdiction. The applicant is requesting that the City enter into a maintenance agreement with Caltrans to maintain the landscape areas (median and triangular area) and a small section of curb, gutter, sidewalk, and ADA ramp at the corner of East Main Street and Hazel Court within Caltrans' right-of-way along the frontage of the Woodland Depot site.

Discussion:

Staff has reviewed the proposal with the Community Services Department to assess the ability of the City to take on maintenance of these landscape areas (median and development adjacent triangle) within Caltrans right-of-way. Community Services indicated that the City currently maintains the center median and has in the past maintained the median as well, so the City would only be taking on the additional triangular landscape area adjacent to the Woodland Depot development. Additionally, typically all other Caltrans right-of-ways adjacent to the freeway on and off ramps are also maintained by the City.

Caltrans has also requested that the City include a small portion of the curb, gutter, sidewalk, and ADA ramp at the corner of East Main Street and Hazel Court in the Caltrans Maintenance Agreement. Caltrans has requested that only the new portion of the corner of Hazel Court be included in the City's Maintenance Agreement with Caltrans, and the existing curb, gutter, and sidewalk, along the frontage of Woodland Depot that is within the Caltrans right-of-way will remain part of Caltrans maintenance obligation.

Due to the Caltrans requirement for a Landscape Maintenance Agreement only with the local jurisdiction, the City will be required to meet the obligation if we wish these areas along East Main Street to be improved with landscaping. There have been a number of Capital Improvement projects to improve the overall aesthetics of this stretch of East Main Street and the City agreeing to take on this portion of the landscape maintenance will further that aim. Additionally, all landscaping and irrigation will be installed by the Woodland Depot owner/ applicant in both the median area and the adjacent triangle area.

The City will enter into a public improvement agreement with the Woodland Depot owner for the installation of the landscaping and irrigation prior to executing the Landscape Maintenance Agreement. As noted in the enclosed resolution, staff is recommending that the Mayor only sign the landscape Maintenance Agreement

after the public improvement agreement is executed by the Woodland Depot property owner.

Landscape plans have been reviewed and approved by Caltrans and will undergo a final review by the City through the encroachment permit process.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the Mayor to Execute the Landscape Maintenance Agreement with the Department of Transportation for the I-5/East Main Street interchange and East Main Street/Hazel Court.

Prepared by: Megan Meier, Associate Planner

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 Caltrans Landscape Agreement
2. Landscape Maintenance Agreement revised_12-29-2020 (6)
3. Caltrans Maintenance Exhibit A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND FOR
APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT WITH THE
DEPARTMENT OF TRANSPORTATION FOR THE I-5/EAST MAIN STREET
INTERCHANGE.**

WHEREAS, on April 1, 2021, the Planning Commission of the City of Woodland (“Planning Commission”) approved a development request by applicant, Tait and Associate on behalf of HEM Moorfield LLC for the Woodland Depot development (Planning Application # PLNG 20-0031); and

WHEREAS, the Woodland Depot development as conditioned will install all landscape and irrigation within all Caltrans right-of-way designated landscape areas as shown in **Exhibit “A”** and contribute a one-time lump sum (\$24,000) for maintenance of the landscape; and

WHEREAS, A portion of frontage adjacent to the Woodland Depot development (northwest corner of the site) at the I-5/ East Main Street interchange and the median on this section of East Main Street is controlled by Caltrans and within Caltrans right-of-way **Exhibit “A”**; and

WHEREAS, Caltrans requires that all landscape request within the Caltrans right-of-way have a signed Landscape Maintenance Agreement between a State/Federal entity or a local jurisdiction; and

WHEREAS, it’s the City desire and intent to increase the aesthetic quality and interest along Main Street with the use of landscaping and other Capital Improvement Projects; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date; and

WHEREAS, the City Council wishes to enter into a Maintenance Agreement with Caltrans for the area outlined in **Exhibit “A”** and authorize the execution through the adoption of this Resolution; and

WHEREAS, prior to entering into the Maintenance Agreement, the City intends to enter into an improvement agreement with the property owner/developer the City for installation of the landscaping and irrigation in the Caltrans right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS: that the City Council of the City of Woodland, approves the requested Landscape Maintenance Agreement with Caltrans for the area shown in **Exhibit “A”**.

The Mayor is hereby authorized and directed to execute the Agreement, subject to minor, nonsubstantive edits as approved by the City Manager and City Attorney approval, provided that prior to execution of the Agreement, the City must have entered into an improvement agreement with the property owner/developer for the installation of the landscaping and irrigation described in the Agreement.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

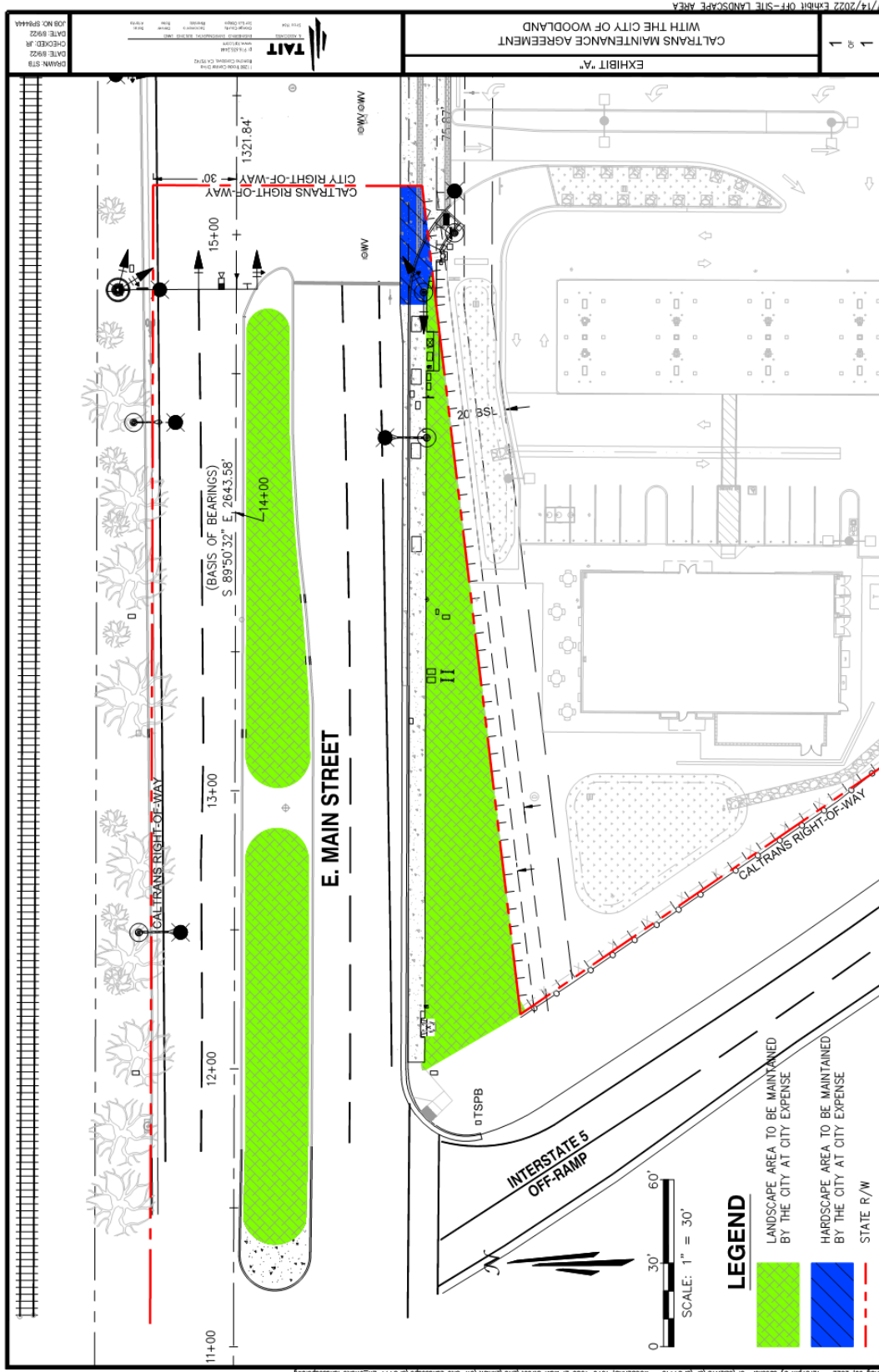
Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

Exhibit “A” – Landscape Maintenance Area

EXHIBIT – A



LANDSCAPE MAINTENANCE AGREEMENT WITH THE CITY OF WOODLAND

THIS AGREEMENT is made effective this _____ day of _____, 2022, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of __Woodland____; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Cooperative Agreement(s)¹ number _____ dated _____, [And/Or]² Permit Number(s) _____.
2. This Agreement addresses CITY responsibility for the ³ planting and irrigation system (collectively the "LANDSCAPING") placed within State Highway right of way on Interstate __5__, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter

¹ Reference to an Encroachment Permit is acceptable if co-op was not used, delete and replace as needed including the footnote.

² Alternative text delete if not needed

³ List pertinent items, list can include, but is not limited to, landscaping, planting, irrigation systems, hardscaping (Define Hardscaping) mulches, control, litter and weed removal, Biofiltration Swales, Linear Radial Gross Solid Removal Devices, sidewalks, bike paths, and parking restriction signs.

If there are different MAINTENANCE responsibilities for each of the items in the list, group them together and name each group, e.g., LANDSCAPING, IMPROVEMENTS, SYSTEM, etc. Once they are defined as named "collectively", you do not refer to them individually again. Delete footnote before sending to locals.

supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

6. CITY agrees, at CITY expense, to do the following:

6.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

6.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

6.2.1. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

6.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way

6.3. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

6.3.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

6.3.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

6.3.3. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

- 6.4. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.
- 6.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- 6.6. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District__3_ Maintenance at⁴ 703 B Street Marysville, California 95901.
- 6.7. CITY shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface, and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.
- 6.8. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 6.9. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
8. STATE shall Issue encroachment permits to CITY and CITY contractors at no cost to them.
9. LEGAL RELATIONS AND RESPONSIBILITIES:
- 9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE

⁴ Insert mailing address or email, etc., delete footnote before sending to local agency

highway improvements or CITY facilities different from the standard of care imposed by law.

9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code

sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

10. INSURANCE⁵ - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10.1. SELF-INSURED⁶ - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the _____ location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

10.2. SELF-INSURED⁷ using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per

⁵ Delete if self-insured

⁶ Delete if not self-insured

⁷ Delete if not self-insured

occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WOODLAND

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
CITY Manager

By: _____
Deputy District Director
Maintenance District

ATTEST:

By: _____
CITY Clerk

As to Form and Procedure:

By: _____
CITY Attorney

By: _____
Attorney
Department of Transportation

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

**EXHIBIT B – LETTER OF CERTIFICATE OF CITY/COUNTY STATEMENT
OF SELF INSURANCE**

Insert (CT District) addressee information _____20____
ATTN: (name of CT representative)

CITY _____
Department of Finance

RE: Statement of Self Insurance for _____ Related to _____
Maintenance Agreement with State of California Department of
Transportation ("STATE") for the _____ along Highway _____ at

Dear _____

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER

EXHIBIT C

TRAFFIC SIGNAL AND LIGHTING
Caltrans and CITY of _____
Effective _____, 20____

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>State</u>	<u>CITY</u>

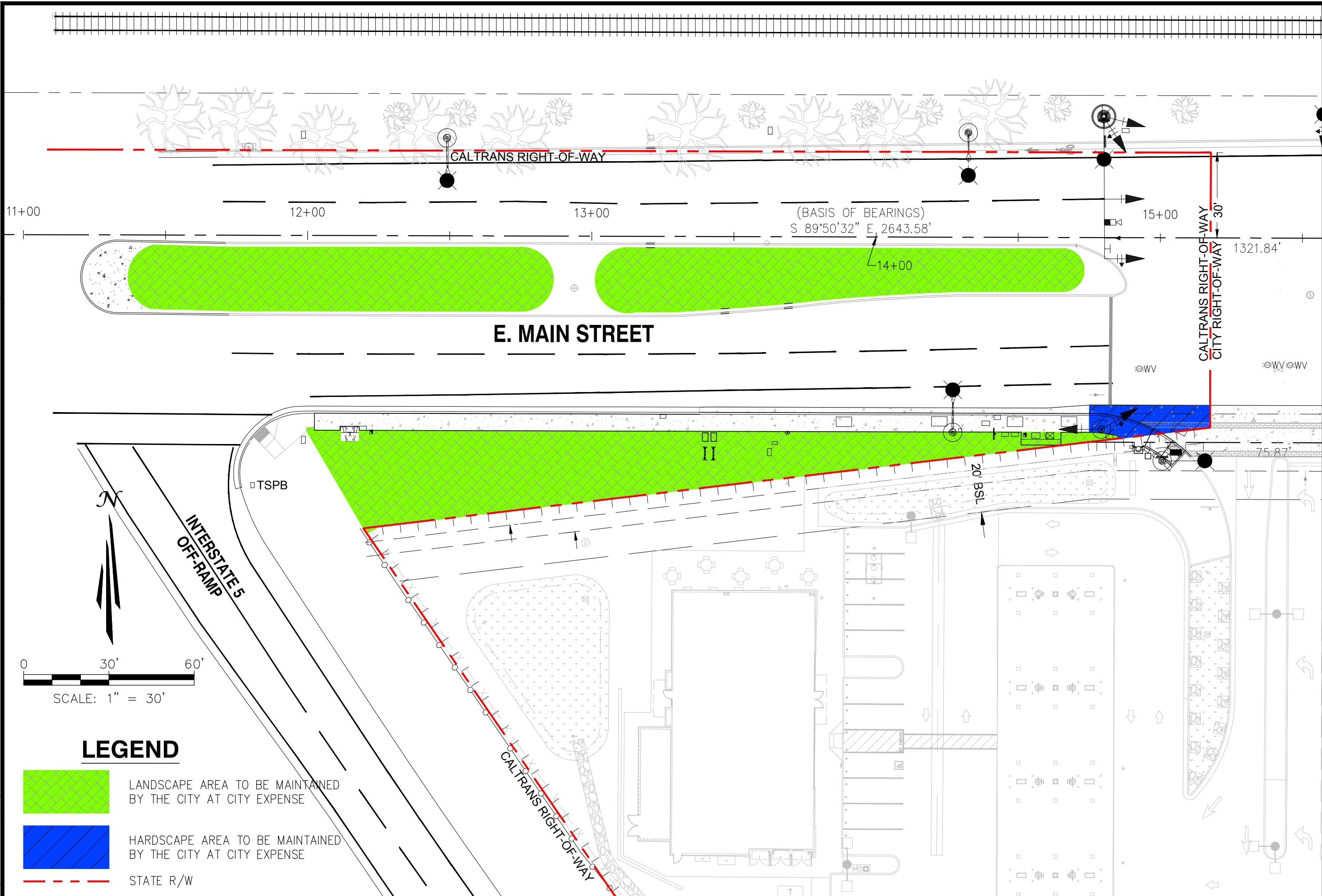
Utility-Owned and Maintained
Billed by the State

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>State</u>	<u>CITY</u>

EXHIBIT D

(Individual maintenance items that are not provided for in the body of the Agreement.)

Aug 09, 2022 - 12:57pm by specker C:\CLIENTS\SP\SP84440 - WOODLAND, 1670-1680 E. Main Street\ENG\Exhibit\Off-Site Landscape\SP8444-EX_offsite_landscape.dwg



DRAWN: STB
DATE: 09/22
CHECKED: JR
DATE: 09/22
JOB NO: SP8444A

11280 Todd Center Drive
Rancho Cordova, CA 95742
P: 916.435.2444
www.tait.com

ENGINEERING ENVIRONMENTAL BUILDING LAND
SINCE 1964
Coraebae Conell
San Luis Obispo
Bohrer
Alphing

TAIT

EXHIBIT "A"

CALTRANS MAINTENANCE AGREEMENT
WITH THE CITY OF WOODLAND

1
OF
1

7/14/2022 Exhibit OFF-SITE LANDSCAPE AREA

Page 102



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.15
SUBJECT: Spring Lake Specific Plan, Ruby Estates (PLNG 22-) 1) Second Reading of Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit and 2) Ordinance No. _____, approving the Project Development Agreement between The New Home Company of Northern California LLC. / Ruby Investment

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit and; Ordinance No. _____, approving the Amended and Restated Development Agreement between The New Home Company of Northern California, LLC. / Ruby Realty Investors, LLC. and the City of Woodland.

Staff Contact:

Megan Meier, Associate Planner, (530) 661-5814, Megan.Meier@cityofwoodland.org

Fiscal Impact:

All application processing costs have been paid for by the applicant. The Tentative Subdivision Map provides 87 lots on a multi-family R-15 site within the Spring Lake Specific Plan area. The Spring Lake Infrastructure Fee (SLIF) equivalent is currently \$35,641 per multi-family unit, for a total of \$3,100,767. In addition to paying SLIF, this project will also pay Citywide Development Impact Fees (DIF). For purposes of the fee calculation, the 87 units will pay \$32,871 per home for a total of \$2,859,777.

Background:

At its July 19, 2022 meeting, the City Council introduced and waived the first reading of the Ordinance approving the Planned Development Overlay Conditional Use Permit and introduced and waived the first reading of the Ordinance approving the Project Development Agreement between The New Home Company of Northern California LLC. / Ruby Investment and the City of Woodland. The subject property site (7.03 acres) is located at the northwest corner of Mickle Avenue & County Road 25A within the Spring Lake Specific Plan Area, in the City of Woodland (APN 042-030-054).

The Spring Lake Specific Plan (SLSP) requires that each developer enter into a Development Agreement with the City. Development Agreements allow the City to negotiate certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. A development agreement was approved as part of the original Heritage Remainder Tentative Subdivision Map (TSM) with subsequent amendments approved on July 1, 2014, by the City Council. The amended and restated development agreement will replace the 2014 agreement for the Ruby Estates property.

The Planned Development Overlay allows for minor modifications to the minimum lot width and lot coverage zoning requirement as well as interior setback requirements provided in the Spring Lake Specific Plan. The purpose of the Planned Development (PD) Overlay is to encourage creative and more efficient use of land by providing some flexibility in design not possible through the strict application of zoning standards. The proposed modifications will allow a small-lot product, adding to the mix of housing types in the Spring Lake Specific Plan area.

Conclusion:

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving

the Planned Development Overlay Conditional Use Permit and; Ordinance No. _____, approving the Amended and Restated Development Agreement between The New Home Company of Northern California, LLC. / Ruby Realty Investors, LLC. and the City of Woodland.

Prepared by: Megan Meier, Associate Planner

Reviewed by: Cindy Norris, Principal Planner

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. Ordinance No. _ Approving an Amended and Restated Development Agreement
2. Ordinance No. _ Approving a Planned Development Overlay CUP
3. Ruby Estates Amended and Restated DA
4. Ruby Estates Conditions of Approval

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA APPROVING AN AMENDED AND
RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
WOODLAND, THE NEW HOME COMPANY OF NORTHERN
CALIFORNIA LLC AND RUBY REALTY INVESTORS, LLC TO USE
AND DEVELOP THE RUBY ESTATES (R-15 HERITAGE REMAINDER
PHASE 1) PROJECT SITE LOCATED WITHIN THE SPRING LAKE
SPECIFIC PLAN AREA**

WHEREAS, pursuant to Government Code Section 65864 *et seq.*, the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, The New Home Company of Northern California LLC. (“Developer”) and Ruby Realty Investors, LLC (“Owner”) propose to develop certain real property located in the City of Woodland (Property”), more particularly described in the Development Agreement, as and incorporated herein by reference, for residential use (“Project”); and

WHEREAS, Developer’s and Owner’s collective interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer and Owner propose the Project to achieve the goals of the City’s General Plan (“General Plan”) and the Spring Lake Specific Plan (“SLSP”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Project, the Developer and Owner require assurances that the Project can proceed without disruption caused by a change in the City’s planning policies and requirements, except as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer and Owner to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer and Owner have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and the Planning Commission recommended to the City Council approval of both the Tentative Subdivision Map #5221 for the Ruby Estates Project Site and the Development Agreement; and

WHEREAS, on July 19, 2022, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, on July 19, 2022, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq.*, the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan and SLSP; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

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

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Development Agreement as “**Exhibit A.**”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City's Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement, or a Memorandum of Agreement, within ten (10) days following execution thereof.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated:_____

Attachment 1– Ruby Estates Development Agreement

82093.00038\40315153.1

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING PLANNED DEVELOPMENT OVERLAY
STANDARDS AND CONDITIONAL USE PERMIT FOR THE RUBY
ESTATES TENTATIVE SUBDIVISION MAP No. 5221 SPRING LAKE
PROJECT SITE IN ACCORDANCE WITH THE CONDITIONS OF
APPROVAL.**

WHEREAS, the applicant, The New Home Company of Northern California LLC filed Planning Application #PLNG22-00032, Request to approve a Tentative Subdivision Map (TSM #5221), to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and an Amended and Restated Development Agreement for a parcel of land located within the Spring Lake Specific Plan Area to develop 87 single-family lots, consistent with the Medium Density General Plan land use designation and multi-family R-15 Spring Lake Specific Plan designation; and

WHEREAS, the applicant prepared a Site Development Plan, dated June 24, 2022, to illustrate the site layout, standards, and pre-plot plan; and

WHEREAS, the applicant has prepared development standards for the Ruby Estates R-15 project as well as the Site Development Plan which shall serve as the approved development standards for all lots, as amended by the Conditions of Approval; and

WHEREAS, the proposed project is consistent the City's General Plan ("General Plan") and with the Spring Lake Specific Plan.

WHEREAS, the Planning Commission of the City of Woodland held a duly noticed public hearing on June 16, 2022, to review and consider recommending approval of the proposed Ruby Estates R-15, Planned Development Overlay, and Conditional Use Permit, at which time interested persons had an opportunity to provide comments either in support or opposition to the Project. The Planning Commission voted (5 Ayes, 0 Noes 2 Absent) to recommend approval to the City Council; and

WHEREAS, on July 19, 2022, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, on July 19, 2022, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq.*, the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within a 300-foot radius of the subject properties, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat and emailed to interested parties; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date and has recommended to the City Council approval of the proposed Ruby Estates Ranch R-15 Planned Development and Conditional Use Permit.

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

Section 1. **Purpose and Authority.** The purpose of this ordinance is to approve the Planned Development Overlay Standards for the Ruby Estates Tentative Subdivision Map Project site. This ordinance is adopted pursuant to Government Code sections 65853-65860, and other applicable law.

Section 2. **Findings.** The City Council finds and determines as follows:

- A. On June 16, 2022, the Planning Commission held a duly noticed public hearing concerning the proposed Ruby Estates Tentative Subdivision Map Project, which is depicted in Exhibit A herein. After the hearing, the Planning Commission recommended (5 to 0) City Council approve the Ruby Estates development as proposed with the adoption of the Planned Development Standards which are included as Exhibit B and incorporated herein.
- B. The proposed project is consistent with the Spring Lake Specific Plan (SLSP) Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 and adoption of addenda to the Turn of the Century EIR dated December 18, 2000, November 19, 2002, December 17, 2002, and April 15, 2003.
- C. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project and reviewed by staff, and the following conclusions have been reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addenda.
- D. The proposed Planned Development Overlay is consistent with and would implement the policies of the City of Woodland General Plan.
- E. The area is physically suited to the uses authorized under the R-15 zoning.

- F. The proposed Planned Development Standards are compatible with the land uses existing and permitted on the properties in the vicinity in that it does not modify the setbacks required under the existing R-15 zoning (adjacent to existing homes).
- G. The land uses and their density and intensity, allowed in the proposed zones are not likely to create serious health problems or create nuisances on properties in the vicinity, because the TSM proposes to build out in the middle of the density range allowed under R-15 zoning (10-15dua) and will be not be built out at the maximum allowed density.

Section 3. **Approval of Planned Development Overlay.** The City Council hereby approves the Planned Development Overlay Standards for the Ruby Estates Tentative Subdivision Map Project site, which is shown in Attachment A, and Planned Development Standards as shown in Attachment B.

Section 4. **Severability.** If any part of this ordinance is held by a court of competent jurisdiction to be invalid or unenforceable, then such decision shall not affect the validity of the remaining parts, which shall remain in full force and effect.

Section 5. **Effective Date.** This ordinance shall take effect no sooner than 30 days after its final passage.

Section 6. **Publication.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption..

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of August 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

Dated: _____

Exhibit A – Planned Development

Exhibit B – Planned Development Standards

Ruby Estates Tentative Subdivision Map No. 5221

LAND USE COMPARISON CHART			
FORMER	PROPOSED	PERMITTED	PROPOSED
USE	AREA	AREA	AREA
LOT 87 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 88 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 89 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 90 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 91 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 92 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 93 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 94 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 95 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 96 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 97 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 98 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 99 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.
LOT 100 (100' X 100')	10,000 S.F.	10,000 S.F.	10,000 S.F.

PUBLIC / QUASI PUBLIC LOT SUMMARY
 LOT 87: 100' X 100' (10,000 S.F.)
 LOT 88: 100' X 100' (10,000 S.F.)
 LOT 89: 100' X 100' (10,000 S.F.)
 LOT 90: 100' X 100' (10,000 S.F.)
 LOT 91: 100' X 100' (10,000 S.F.)
 LOT 92: 100' X 100' (10,000 S.F.)
 LOT 93: 100' X 100' (10,000 S.F.)
 LOT 94: 100' X 100' (10,000 S.F.)
 LOT 95: 100' X 100' (10,000 S.F.)
 LOT 96: 100' X 100' (10,000 S.F.)
 LOT 97: 100' X 100' (10,000 S.F.)
 LOT 98: 100' X 100' (10,000 S.F.)
 LOT 99: 100' X 100' (10,000 S.F.)
 LOT 100: 100' X 100' (10,000 S.F.)

Exhibit B

Ruby Estates Planned Development Overlay Standards

Ruby Estates PD Overlay Development Standards	
Lot Size	
Area	1,900 – 3,000 sq/ft (2,367sq/ft average)
Width	20-52 ft (37ft average)
Permitted Density	
Maximum Density per lot	1 dwelling
Setbacks	
Front (Paseo)	4ft
Front (Public Road)	10ft
Side	3.5ft
Rear	4ft from alley 10ft from site perimeter
Coverage	
Maximum Lot Coverage	67% (40-67%)
Height	
Maximum Height	23ft
Parking	
Minimum Parking	2 per dwelling
Supplemental Design Standards	
Front Yard Stagger	Non required
Mix of Two-story units	No limit
Second Story Separation	A minimum of 7 feet shall be provided between second story elements of adjacent two-story dwellings
Architectural Design	Architectural treatment shall be applied to all elevations of buildings as identified in the Design Review booklet.
Notes: (1) Steps may encroach into the setback (2) Second Story Elements such as but not limited to eaves and cornices may encroach up to 1ft into a required setback provided adequate access/emergency egress paths are maintained.	

Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103 and §27383

DEVELOPMENT AGREEMENT NO. [_____]

RUBY ESTATES

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC

and

RUBY REALTY INVESTORS, LLC

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [_____]

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2022 (“Entry Date”) by and between the City of Woodland, California (“CITY”), The New Home Company Northern California LLC, a Delaware Limited Liability Company (“OWNER”), and Ruby Realty Investors, LLC, a California limited liability company (“ENTRY DATE OWNER”) each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY and Russell Ranch Development previously entered into that certain development agreement on or around January 6, 2006 by Ordinance No. 1453, a memorandum of which was recorded in the Yolo County Recorder’s Office official records (“Official Records”) on April 25, 2006 as document number 2006-0016191, which was partially assigned and assumed by Turn of the Century as reflected in the partial assignment and assumption of development agreement entered into on or around August 21, 2014 and recorded in the Official Records on August 22, 2014 as document number 2014-0019054-00, further, Turn of the Century LLC, previously entered into or amended a development agreement , approved by the City Council of the City of Woodland by Ordinance No. 1563 adopted on or around June 17, 2014, a memorandum of which was recorded in the Official Records on August 22, 2014 as document number 2014-0019055-00, with subsequent second amendment to the development agreement on December 15, 2015 approved by the City Council of the City of Woodland by Ordinance No. 1595 on December 15, 2015, a memorandum of which was recorded in the Official Records on April 21, 2016 as document number 2016-0010196-00, regarding the Property (as defined below) as well as other properties within the city (the foregoing agreements and amendments are collectively referred to herein as the “Original Development Agreement”). Turn of the Century LLC subsequently transferred its property interests, and associated agreements, to various developers; and

WHEREAS, as of the Entry Date, the property generally located at the northwest corner of County Road 25A and Mickle Avenue with Yolo County Assessor’s Parcel Number 042-030-054 (the “Property”) and subject to this Agreement is owned by Entry Date Owner. The Property is more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement. As of the Entry Date, Entry Date Owner and Owner have entered into a lease agreement with option to purchase the Property. The parties acknowledge and agree that OWNER has a legal or equitable interest in the Property; and

WHEREAS, Entry Date Owner, as the party presently holding the fee title interest in the Property, shall be solely responsible for all obligations of “Owner” under this Agreement until such time that Owner (or a Land Banking Entity as defined below and as applicable) acquires fee title to the Property, and Owner shall have no responsibilities or liabilities as “Owner” or otherwise under this Agreement unless and until such time that Owner acquires fee title to the Property; and

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WHEREAS, in the event Owner (or a Land Banking Entity as defined below and as applicable) obtains the fee title interest to the Property from Entry Date Owner, Entry Date Owner's responsibility for all obligations of "Owner" under this Agreement shall automatically terminate, Entry Date Owner shall automatically be released under this Agreement and all rights and obligations under this Agreement from and after the acquisition of fee title interest shall automatically transfer to Owner (or the Land Banking Entity as applicable) without the need for further consent or approval by City, Entry Date Owner or Owner; and

WHEREAS, unless and until Owner obtains the fee title interest to the Property from Entry Date Owner, Owner shall have no responsibility or liability for obligations of "Owner" or otherwise under this Agreement, and all rights and obligations under this Agreement shall remain with Entry Date Owner without the need for further consent or approval by City, Entry Date Owner or Owner; and

WHEREAS, as consented and agreed to by City, Entry Date Owner and Owner, this Agreement is intended to and hereby replaces and supersedes in its entirety the Original Development Agreement with respect to the Property only, and following the Effective Date and recordation of this Agreement, the City and Entry Date Owner shall cause the recordation of the Termination of Original Development Agreement (as defined below); and

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan"), which encompasses the Property, and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, OWNER and CITY wish to enter into this Development Agreement pursuant to the Plan, allowing for the construction of a project as described herein ("Project"); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just, and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety, and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of

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major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on CITY; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters related to the approval of development agreements; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

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1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” or “Develop” means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” or “Develop” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to (i) specific plans and specific plan amendments, (ii) tentative and final subdivision and parcel maps, including but not limited to tentative subdivision map number 5221, (iii) conditional use permits, including but not limited to conditional use permit number PLNG-22-00003, public use permits and plot plans, (iv) zoning and planned development, including but not limited to planned development overlay Ordinance No. 1693, (v) and grading and building permits _____, (vi).

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

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1.1.11 “Entry Date” means the date indicated on the first paragraph of this Agreement.

1.1.12 “Entry Date Owner” means Ruby Realty Investors, LLC, a California limited liability company.

1.1.13 “Land Banking Entity” means the entity under a land banking structure whereby (i) any of The New Home Company Northern California LLC, a Delaware Limited Liability Company or its owners, members or principals shall be the sole beneficiary (e.g., an optionee) of the land bank with an exclusive right to acquire some or all of the Property from such land banking entity and (ii) any of The New Home Company Northern California LLC, a Delaware Limited Liability Company or its owners, members or principals shall remain in full control of, and be primarily responsible for, the processing and completion of remaining entitlements for some or all of the Property to be processed by The New Home Company Northern California LLC and the construction and completion of improvements on some or all of the Property.

1.1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “OWNER” or “Owner” means The New Home Company Northern California LLC, a Delaware Limited Liability Company and their successors in interest to all or any part of the Property; provided, however, that The New Home Company Northern California LLC shall have no duty, responsibility, obligation or liability of Owner under this Agreement or otherwise unless and until such time that The New Home Company Northern California LLC

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acquires fee title interest to some or all of the Property; and provided further, that if The New Home Company Northern California LLC does not acquire fee title interest to some or all of the Property, and/or until such time that The New Home Company Northern California LLC acquires fee title to some or all of the Property, Owner shall mean and refer to Entry Date Owner (or a Land Banking Entity as applicable).

1.1.17 “Project” means the development of the Property contemplated by the Development Plan as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement. The Project includes eighty-seven (87) single-family residential lots for purchase.

1.1.18 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.19 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.1.19 “Termination of Original Development Agreement” means the document in substantially the form attached hereto as Exhibit “G” to this Agreement to be executed and acknowledged by Entry Date Owner and City to further memorialize the termination of the Original Development Agreement and to remove the Original Development Agreement as a matter of public record.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map showing Property and its location

Exhibit “C” - Tentative Map, Site Plan, Landscape Plan,
Architectural Renderings (from the July 19th, 2022, City Council Hearing)

Exhibit “D” - Development Standards for Ruby Estates

Exhibit “E” - Conditions of Approval

Exhibit “F” – Fees

Exhibit “G” - Termination of Original Development Agreement

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. As of the Entry Date, Entry Date Owner and Owner have entered into a lease agreement with option to purchase the Property. The parties acknowledge and agree that OWNER has an equitable or legal interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Owner may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property, including but not limited to tentative subdivision map number 5221, shall have a duration that is the greater of (i) a duration co-extensive with the duration of this Agreement, in which case no application to extend the expiration date of any tentative map need be filed, or (ii) such time approved in accordance with state law or Land Use Regulations. In accordance with Government Code Section 65639.9, all Development Approvals for any portion of the Project that have a term or expiration shall automatically be extended for a term ending concurrently with the applicable tentative subdivision map for the Project as set forth in this Section.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Owner’s interest in or fee title to the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm, legal entity, limited liability company, or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement as applicable to

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such sale, transfer or assignment, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Except as set forth below or in this Agreement, any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1 (if required), the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed (if required).

2.4.1.1 Notwithstanding the foregoing or anything set forth in Section 2.4, the Property may be sold, transferred or assigned in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) by (a) Entry Date Owner to (i) Owner or (ii) a Land Banking Entity, (b) Owner to a Land Banking Entity, or (c) Land Banking Entity to Owner, with or without an assignment and assumption of the rights, duties and obligations arising under or from this Agreement or the Assignment and Assumption Agreement referenced above, with notice to CITY, and upon such sale, transfer or assignment, the transferring Entry Date Owner, Owner or Land Banking Entity, as applicable, shall be released from this Agreement, except to the extent such Entry Date Owner, Owner or Land Banking Entity is in default hereunder prior thereto, without the need for further consent or approval by City. If City issues a notice of default under this Agreement to Entry Date Owner or Land Banking Entity, City shall concurrently provide Owner with written notification of such default by Entry Date Owner or Land Banking Entity and provide Owner the right, but not the duty, responsibility, obligation or liability, to cure such default within either sixty (60) days after the notification is provided to Owner or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Effective upon the sale, transfer or assignment, (i) a default under this Agreement that occurs after such sale, transfer or assignment by the transferring Entry Date Owner, Owner or Land Banking Entity that pertains to a portion of the Property other than the portion conveyed to the transferee shall not be considered or acted upon by the City as a default by the transferee Entry Date Owner, Owner or Land Banking Entity and shall not affect the transferee's rights or obligations hereunder and (ii) a default under this Agreement by the transferee Entry Date Owner, Owner or Land Banking Entity shall not be considered or acted upon by the City as a default by the transferring Entry Date Owner, Owner or Land Banking Entity and shall not affect the transferring Entry Date Owner, Owner or Land Banking Entity's rights and obligations hereunder to the extent any remain. For purposes of clarification, City may not terminate this Agreement as to a transferring Entry Date Owner, Owner or Land Banking Entity based on a default of the transferee, nor may City terminate this Agreement as to the transferee based on a default by a transferring Entry Date Owner, Owner or Land Banking Entity that occurs after the sale, transfer or assignment and pertains to portions of the Property retained by the transferring Entry Date Owner, Owner or Land Banking Entity and not the portions of the Property conveyed to transferee.

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2.4.1.2 Entry Date Owner, as the party presently holding the fee title interest in the Property, shall be solely responsible for all obligations of “Owner” under this Agreement until such time that The New Home Company Northern California LLC, a Delaware Limited Liability Company (or a Land Banking Entity as applicable) acquires fee title to the Property, and The New Home Company Northern California LLC, a Delaware Limited Liability Company shall have no duty, responsibility, obligation or liability of or as “Owner” or otherwise under this Agreement unless and until such time that The New Home Company Northern California LLC acquires fee title to some or all of the Property. Without limiting anything set forth in this Agreement, in the event The New Home Company Northern California LLC (or a Land Banking Entity as applicable) obtains the fee title interest to the Property from Entry Date Owner, Entry Date Owner’s responsibility for all obligations of “Owner” under this Agreement shall automatically terminate, Entry Date Owner shall automatically be released under this Agreement and all rights and obligations under this Agreement from and after the acquisition of fee title interest (excluding defaults, if any) shall automatically transfer to The New Home Company Northern California LLC (or the Land Banking Entity as applicable) without the need for further consent or approval by City, Entry Date Owner or The New Home Company Northern California LLC. Unless and until The New Home Company Northern California LLC obtains the fee title interest to some or all of the Property from Entry Date Owner (or the Land Banking Entity as applicable), The New Home Company Northern California LLC shall have no duty, responsibility, obligation or liability of or as “Owner” or otherwise under this Agreement, The New Home Company Northern California LLC shall automatically be released under this Agreement and all rights and obligations under this Agreement shall remain with Entry Date Owner (or the Land Banking Entity as applicable) without the need for further consent or approval by City, Entry Date Owner or The New Home Company Northern California LLC. Concurrent with the sale, transfer or assignment of the Property pursuant to Section 2.4.1 and 2.4.2 hereof, the Entry Date Owner and/or Owner, as applicable, shall provide notice to City of such sale, assignment or transfer as provided for in Section 2.7 of this Agreement.

2.4.2 Release of Transferring Owner. Except as set forth in Section 2.4.1 or otherwise in this Agreement, notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY in its reasonable discretion without condition or delay, and a transferring OWNER shall be automatically released upon the full satisfaction by such transferring OWNER of the following conditions:

- (a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.
- (b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above, if required above.

(d) For obligations that are secured, the purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of secured obligations hereunder.

The transferring Owner shall be released, except to the extent such Owner is in default hereunder prior thereto. Effective upon the sale, transfer or assignment, (i) a default under this Agreement that occurs after such sale, transfer or assignment by the transferring Owner that pertains to a portion of the Property other than the portion conveyed to the transferee shall not be considered or acted upon by the City as a default by the transferee Owner and shall not affect the transferee's rights or obligations hereunder and (ii) a default under this Agreement by the transferee Owner shall not be considered or acted upon by the City as a default by the transferring Owner and shall not affect the transferring Owner's rights and obligations hereunder to the extent any remain. For purposes of clarification, City may not terminate this Agreement as to a transferring Owner based on a default of the transferee, nor may City terminate this Agreement as to the transferee based on a default by a transferring Owner that occurs after the sale, transfer or assignment and pertains to portions of the Property retained by the transferring Entry Date Owner, Owner or Land Banking Entity and not the portions of the Property conveyed to transferee.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user, and any member of the home buying public or other ultimate user purchasing a completed residence shall not have any liability or obligation under this Agreement. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the

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lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement; Operating Memoranda. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. The provisions of this Agreement require a close degree of cooperation between the City and the Owner. Clarifications to this Agreement may be appropriate with respect to the details of performance of the City and the Owner. When and if the Owner finds it necessary or appropriate to make clarifications to matters, items or provisions set forth in this Agreement, the parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the parties in writing which reference this Section. Operating Memoranda are not intended to constitute an amendment to this Agreement but ministerial clarifications; therefore public notices and hearings shall not be required. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 2.5 or whether the requested clarification is of such a character to constitute an amendment hereof. The City Manager shall be authorized to execute any Operating Memoranda hereunder on behalf of City. Notwithstanding the foregoing, nothing contained in this paragraph shall prevent the City Manager from bringing an issue of clarification before the City Council for the City Council's determination..

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

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2.6.1 Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Owner's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.6.2 Notwithstanding any other provision set forth in this Agreement to the contrary, if Owner reasonably determines a referendum election or other action challenging the validity or legality of this Agreement, and/or any of the Development Approvals for the Project, could substantially impair Owner's rights or substantially increase its obligations or risks hereunder or thereunder, then Owner, in its sole and absolute discretion, shall have the right to terminate this Agreement upon delivery of a written notice of termination to City, in which event neither Party shall have any further rights or obligations hereunder, except that Owner's obligations under Section 8.2 of this Agreement for the period of time until Owner notifies City in writing that Owner has elected to exercise its right to terminate pursuant to this Section 2.6.2 shall survive any termination pursuant to this Section 2.6.2.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing: (i) delivered in person to the recipient named below; or (ii) sent by registered mail, postage and postal charges prepaid, and addressed to the recipient named below. Delivery shall be presumed delivered upon actual receipt by personal delivery, electronic delivery (e-mail), or within three (3) days following deposit thereof in United States Mail, provided that if notice is by e-mail, then a copy of the notice shall also be contemporaneously sent by regular mail, postage prepaid to the person and address provided below. All notices shall be addressed as follows:

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If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010
Email: ethan.walsh@bbklaw.com

If to ENTRY DATE OWNER:

Ruby Realty Investors, LLC
1480 Moraga Road C103
Moraga, CA 94556
Attn: Glenn H. Matsuhara
Telephone: (510) 913-3873
Email: matsusf@aol.com; gmatshaura@gmail.com

If to OWNER:

The New Home Company Northern California LLC
1508 Eureka Road, Suite 290
Roseville, CA 95661
Attn: Justin Walters
Telephone: 916-757-1197
Email: jwalters@nwhm.com

Copy to: The New Home Company Southern California
15231 Laguna Canyon Rd, Suite 250
Irvine, CA 92618
Attn: Miek Harbur, SVP, General Counsel and Secretary
mharbur@nwhm.com

Copy to: Jackson Tidus

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2030 Main Street, 12th Floor
Irvine, CA 92614
Attn: Sarah Kleinberg
skleinberg@jacksontidus.law

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

2.8 Termination of Previous Agreement. City represents and covenants that there is no other development agreement for the Property other than the Original Development Agreement, that the Original Development Agreement has not been amended or modified except as set forth in Recital A above, that there are no defaults under the Original Development Agreement nor are there any conditions or existences of any fact that, with the passage of time or giving of notice, or both, would result in a default under the Original Development Agreement and that the Original Development Agreement may be terminated as set forth further herein. By entering into this Agreement, the City, Owner and Entry Date Owner intend to replace and supersede the Original Development Agreement in its entirety as to the Property. As related to the Property only, this Agreement replaces and supersedes in its entirety the Original Development Agreement. As of the effective date of the ordinance adopting this Development Agreement, the Original Development Agreement shall terminate and shall have no further force or effect with respect to the Property. Following the Effective Date and recordation of this Agreement, the City and Entry Date Owner shall cause the recordation of the Termination of Original Development Agreement with the Yolo County Recorder.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map #5221, Planned Development Overlay, and Site Plan and Design Review associated with PLNG 22 -00032 which includes the 7.03 acre R-15 (R-15PD) project site (Property) resulting in 87 single family lots.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under State law or by the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals whether in effect on

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the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.2.1 Housing Accountability Act (SB 330). Notwithstanding the foregoing or Section 3.3, Article 4 or any other provision of this Agreement or exhibit hereto, the Project is a “housing development project,” as defined in Government Code section 65589.5 and nothing in this Agreement is intended to limit or impair Owner’s rights and benefits under the Housing Accountability Act codified at Government Code section 65589.5. Owner submitted an application including all of the information required by Government Code section 65941.1(a) on March 18, 2022.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY’s Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in

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Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, if Owner's obligations or costs are materially increased, or if Owner's rights and benefits hereunder are materially adversely affected, Owner may terminate this Agreement in Owner's discretion and shall not have any liability for doing so or be considered in breach or default.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY, in its reasonable discretion and consistent with the requirements of the Specific Plan and this Agreement, acquire property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense (but subject to fee credits and/or reimbursement against fees, including but not limited to the Spring Lake Infrastructure Fee) provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that

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exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property. If OWNER's costs for the improvements exceeds the amount(s) shown in the Spring Lake Capital Improvement Program for such improvement(s), OWNER agrees that the CITY may defer a portion of OWNER's reimbursement for constructed improvements until the CITY completes a reconciliation update for the Spring Lake Infrastructure Fee ("SLIF").

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.11 City Plan Check & Inspection of Public & Private Civil Improvements. Owner shall, at its sole cost and expense pay all CITY fees, charges, and taxes arising out of Owner's construction of the public & private improvements for the Development Plan, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the onsite & offsite civil improvements. These fees, must be paid in full prior to approval of the final map and improvement plans.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in public needs and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees and other fees set forth in Exhibit "F" shall be charged to the Project (subject to annual CCI).

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements (including but not limited to construction of traffic signal improvements at the intersection of County Road 25A and State Route 113) or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “F”, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date, to the extent consistent with and subject to the provisions of Government Code section 65589.5. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date, to the extent consistent with and subject to the provisions of Government Code section 65589.5.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “F”, any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY’s Agricultural Mitigation Program. With respect to the Property and Project, the City’s agricultural conservation easement requirement or obligation has been satisfied.

4.4 Swainson’s Hawk Mitigation. In addition to the requirements of Section 4.3 above, any requirement or obligation for Swainson’s Hawk Mitigation has been satisfied.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY’s sole discretion, and that are consistent with the Development Plan, within 15 days of receipt of written demand from CITY. As discussed further in Section 4.16 below, on site streets shall be privately owned.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY’s determination, in its reasonable discretion, that sufficient progress is being made on construction or design of off-site infrastructure required by Owner in accordance with this Agreement and that serve development of OWNER’s Property.

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4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance. The parties further agree that the Owner, Project and Property have a sufficient number of building unit allocations assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Affordable Housing In-Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee, in lieu of constructing 9 low income units, to fully satisfy any affordable housing obligation or requirement. Any very low income unit obligation has been previously met. In lieu of constructing the affordable housing units, OWNER agrees to pay to CITY, or non-profit organization of CITY's choice, for the purpose of constructing housing in Woodland for low income households, a total of Three Thousand Nine Hundred Dollars and No Cents (\$3,900) per unit for each of the 87 mapped units for a total of Three Hundred Thirty Nine Thousand Three Hundred Dollars and No Cents (\$339,300). The affordable housing in lieu fee shall be paid at time of building permit. The affordable housing fee shall be subject to annual CCI increases.

4.9 General Purpose Fee. CITY and OWNER agree that owner shall pay to CITY a total of Five Thousand Dollars and No Cents (\$5,000) per unit for each of the 87 mapped units for a total of Four Hundred Thirty Five Thousand Dollars and No Cents (\$435,000) as a general purpose fee. City shall use this general purpose fee to improve bicycle and pedestrian connectivity, including but not limited to construction of the planned Highway 113 bike/pedestrian overcrossing, and complete other neighborhood enhancements within the Plan Area. The general purpose fee shall be paid in one lump sum amount upon final map (excluding model homes) for the Property. The general purpose fee shall be subject to annual CCI increases.

4.10 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "F," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER may be required to pay its fair share and proportionate amount of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY in its reasonable discretion, which may be more or less than the estimates contained in the Financing Plan; provided, however, that notwithstanding the foregoing, City currently has no intention to update such estimates and/or costs, and prior to City seeking to update such estimates and/or costs, the parties shall meet and confer in good faith in a reasonable attempt to modify the estimate and/or cost to reflect OWNER's fair share and proportionate amount.

4.11 Infrastructure and Improvements. Prior to receiving a building permit for the Project (excluding model homes), OWNER shall either have: (i) applied for and received a subdivision map for the Property, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.12 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way necessary

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for public improvements with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, and if CITY requires such public improvements and agrees to seek to acquire the necessary offsite right of way, OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. Should Owner be unable to acquire rights of way necessary for public improvements as set forth in this Section, and CITY requires such public improvements and agrees to seek to acquire the necessary offsite right of way, CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, subject to the foregoing, a final map will not be approved with less than a \$200,000 deposit.

4.13 [Reserved].

4.14 Meter Fees. Prior to any final map, OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference, the 2021 AMR fee is \$236 per meter.

4.15 SR113 and 25A Interchange. OWNER acknowledges that the interim upgrade of the State Route 113 (“SR 113”) and County Road 25A interchange in accordance with the Spring Lake EIR is a Spring Lake responsibility. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and 25A interchange.

4.16 Homeowners Association. Prior to approval of the first final map, OWNER agrees to form a Home Owners Association (HOA). OWNER agrees that the HOA’s governing documents shall include requirements addressing, among other things, ownership, operation, and maintenance of onsite streets, lighting, landscaping, and storm drain. On site streets shall be privately owned and maintained by the HOA.

4.17 Garage Parking Requirement. To the extent consistent with State law, the HOA’s governing documents shall also include rules requiring garages to be free of clutter and accessible for the parking of two vehicles as well as the use and allocation of on-site outside parking spaces. To the extent consistent with State law, first and second vehicles of a household shall park in the household’s garage, and outside onsite parking spaces shall not be used for regular parking of household vehicles except when two (2) household vehicles are already parked in a garage. Storage of RVs or boats shall be prohibited in outside onsite parking spaces. HOA rules shall require the Board to cooperate with the City in addressing any neighborhood complaints.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or

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dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall

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give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council after the exercise of reasonable diligence.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue CITY for damages or claim any damages:

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(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall: (a) any partner, officer, director, member, manager, shareholder, employee, affiliate, representative or agent of Entry Date Owner or Owner or any general partner or member or manager of Entry Date Owner or Owner or any of their members, managers, officers, directors, shareholders or affiliates be personally liable for any breach of this Agreement or for any amount which may become due to City under the terms of this Agreement; or (b) any member, officer, agent, representative or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due Entry Date Owner or Owner under the terms of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

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7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement(hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything set forth in this Agreement, in no event shall failure of New Home Company Northern California LLC to acquire the Property be considered a default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, as it may be amended from time to time, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement, except to the extent arising from the gross negligence or willful misconduct of the City or its agents, officers or employees. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination, and Owner shall be responsible for City's reasonable attorneys' fees.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, except to the extent arising from the gross negligence or willful misconduct of the City or its agents, officers or employees, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its

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officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

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OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of

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any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "F": to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void

or unenforceable in their entirety, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within fifteen (15) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances in accordance with this Section for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. Except as set forth in this Agreement, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this

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Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement warrant and represent that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrant and represent that he or she/they has/have the authority to bind such party to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. Except as provided for in Sections 2.4.1 and 2.4.2 hereof, the obligations of Owner under this Agreement shall be joint and several with respect to the entities which, collectively, comprise Owner. Further, upon acquisition of fee title interest and subject to the assignment provisions of this Agreement, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

ENTRY DATE OWNER

RUBY REALTY INVESTORS, LLC,
a California limited liability company
by: Matshuara Associates, LLC, manager

By: _____

Its: Glenn H. Matsuhara, manager

Dated: _____

OWNER

THE NEW HOME COMPANY
NORTHERN CALIFORNIA LLC, a
Delaware Limited Liability Company

By: _____

Its: _____

Dated: _____

CITY

CITY OF WOODLAND, a California
municipal corporation

By: _____

Ken Hiatt
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

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BEST BEST & KRIEGER LLP

City Attorney

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EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

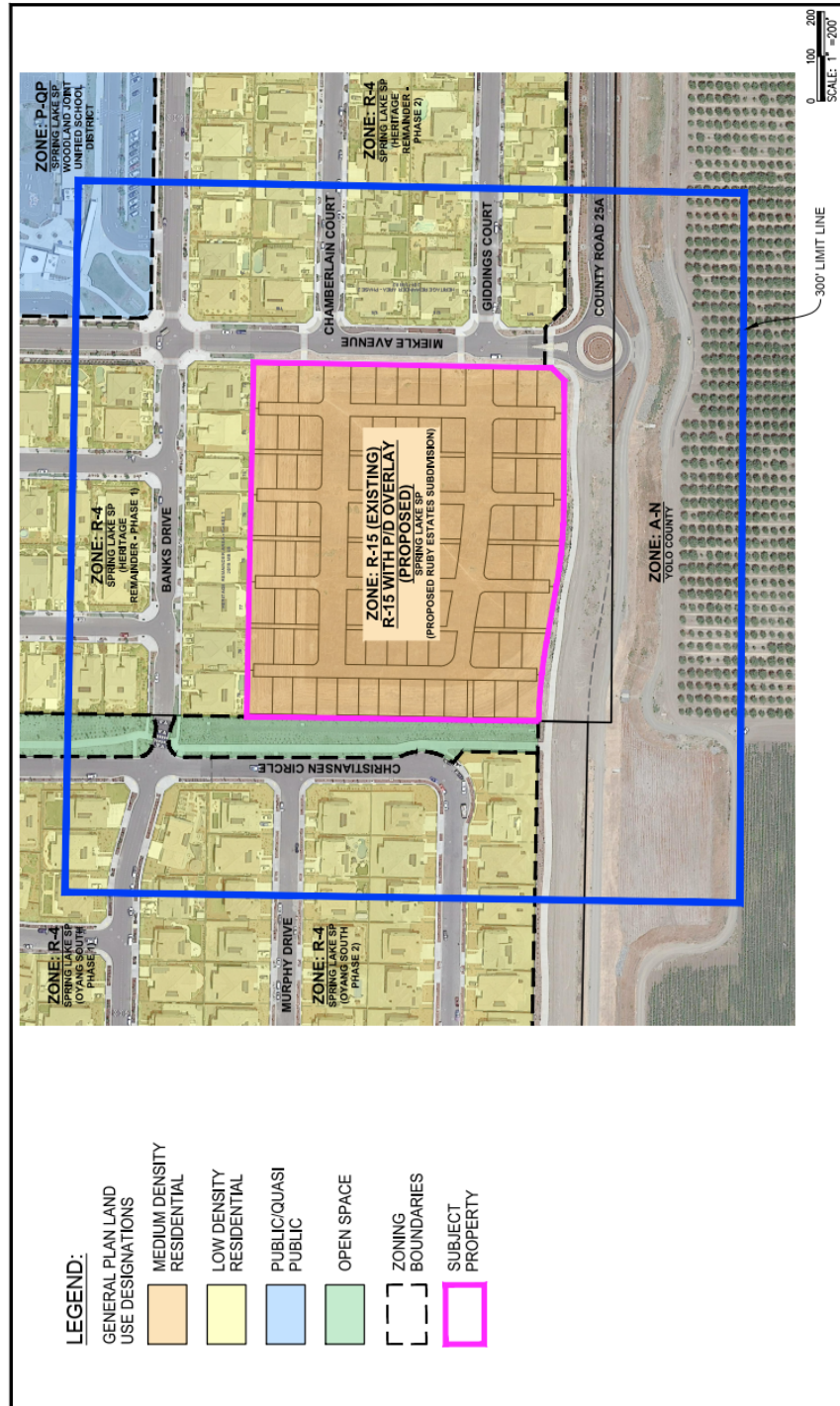
The land referred to is situated in the County of Yolo, City of Woodland, State of California, and is described as follows:

Parcel 4 as shown on the map entitled "Parcel Map No. 5046, Heritage Large Lot Parcel Map", filed August 18, 2014 in Book 2014 of Maps, at pages 48 through 51, Yolo County Records.

APN: 042-030-054-000

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EXHIBIT "B"
Map of the Property
 Ruby Estates 3: (APN:042-030-054)



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EXHIBIT "C"

Ruby Estates Development Plan –July 11, 2022

Tentative Subdivision Map #5221

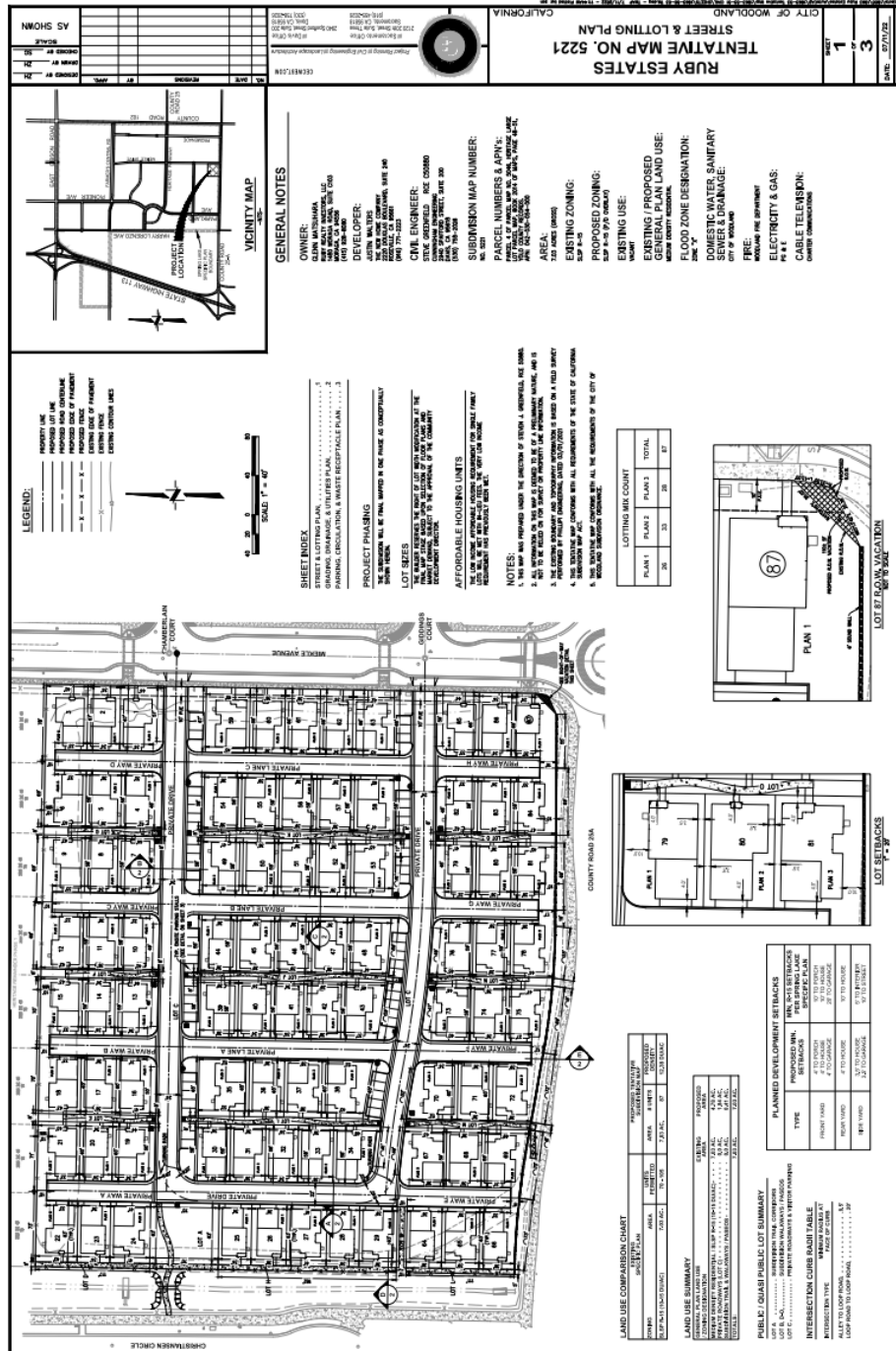


EXHIBIT “D”

Ruby Estates PD Overlay Development Standards	
Lot Size	
Area	1,900 – 3,000 sq/ft (2,367sq/ft average)
Width	20-52 ft (37ft average)
Permitted Density	
Maximum Density per lot	1 dwelling
Setbacks	
Front (Paseo)	4ft
Front (Public Road)	10ft
Side	3.5ft
Rear	4ft from alley
Coverage	
Maximum Lot Coverage	67% (40-67%)
Height	
Maximum Height	30ft
Parking	
Minimum Parking	2 per dwelling
Supplemental Design Standards	
Front Yard Stagger	Non required
Mix of Two story units	No limit
Second Story Separation	A minimum of 7 feet shall be provided between second story elements of adjacent two-story dwellings
Architectural Design	Architectural treatment shall be applied to all elevations of buildings as identified in Design Review booklet.
Notes: (1) Steps may encroach into setback (2) Second Story Elements such as but not limited to eaves and cornices may encroach up to 1.5ft into a required setback provided adequate access/emergency egress paths are maintained.	

EXHIBIT “E”

[INSERT: RUBY ESTATES PROJECT CONDITIONS OF APPROVAL]

EXHIBIT “F”

(Ruby Estates Project Fees)

CITY may in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District. This project is considered multi-family for purpose of calculating

Spring Lake fees and single family for the purpose of calculating citywide Development Impact Fees.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2022 but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. **All fees are subject to annual CCI.**

Development Impact Fee	SL SFD (Single Family Dwelling)
General City	952
Fire	3,225
Library	595
Police	779
Wastewater	7,125
Water	5,727
Parks & Recreational Facilities	4,834
Roads	9,389
MPFP Admin Fee (.75%)	245
Storm Drainage Facilities	Included in SLIF
Subtotal	32,871

The other fees include all applicable fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following (Fees are due at final map and subject to annual CCI):

- SLIF fees MF \$35,641 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771 SFU/\$540 for MFU
- Public transit capital fee of \$247 for the construction of transit capital improvements
- Public transit operations fee of \$51 for MFU
- Fiscal Deficit mitigation fees of \$1050 for MFU
- The Project’s prorated share of the Habitat Monitoring and Farming Education Fees \$63 SFU/\$45 MFU
- Offsite Affordable fee – no charge as a MF project

General purpose fee (see Development Agreement Section 4.9) of \$5,000 per building permit, for 87 units, for a total obligation of \$435,000 payable in one lump sum amount that will be due and payable in one lump sum amount at final map.

Affordable housing in-lieu fee (see Development Agreement Section 4.8) of \$3,900 per unit, for 87 units, for a total obligation of \$339,300 at time of building permit.

At the time of this document approval (August 16th, 2022), the Property currently holds SLIF credit balance of 545,195 which runs with the Property and may be used to offset certain SLIF fees per the terms of the Spring Lake Financing Plan.

EXHIBIT “G”

Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Space above this Line for Recorder's Use

**PARTIAL RELEASE AND TERMINATION OF DEVELOPMENT AGREEMENT AS
ASSIGNED TO AND ASSUMED BY TURN OF THE CENTURY LLC AND
SUBSEQUENTLY AMENDED**

THIS RELEASE AND TERMINATION OF DEVELOPMENT AGREEMENT AS ASSIGNED TO AND ASSUMED BY TURN OF THE CENTURY LLC AND SUBSEQUENTLY AMENDED (“Termination”) is made as of _____, 2022, by the City of Woodland, a municipal corporation (the “City”) and Turn of the Century LLC, a Delaware limited liability company (“Turn of the Century”).

RECITALS

A. City and Russell Ranch Development previously entered into that certain development agreement on or around January 6, 2006 by Ordinance No. 1453, a memorandum of which was recorded in the Yolo County Recorder's Office official records ("Official Records") on April 25, 2006 as document number 2006-0016191, which was partially assigned and assumed by Turn of the Century as reflected in the partial assignment and assumption of development agreement entered into on or around August 21, 2014 and recorded in the Official Records on August 22, 2014 as document number 2014-0019054-00, further, Turn of the Century LLC, previously entered into or amended a development agreement, approved by the City Council of the City of Woodland by Ordinance No. 1563 adopted on or around June 17, 2014, a memorandum of which was recorded in the Official Records on August 22, 2014 as document number 2014-0019055-00, with subsequent second amendment to the development agreement on December 15, 2015 approved by the City Council of the City of Woodland by Ordinance No. 1595 on December 15, 2015, a memorandum of which was recorded in the Official Records on April 21, 2016 as document number 2016-0010196-00, regarding the Property (as defined below) as well as other properties within the city (the foregoing agreements and amendments as applied to the Property are collectively referred to herein as the "Original

Development Agreement”). Turn of the Century subsequently transferred its property interests, and associated agreements, to various developers.

B. The property generally located at the northwest corner of County Road 25A and Mickle Avenue with Yolo County Assessor’s Parcel Number 042-030-054 (the “Property”), which is more fully described in Exhibit “A” to this Agreement, was previously owned by Turn of the Century and subject to the Original Development Agreement. The Property was subsequently transferred to the current owner, Ruby Realty Investors, LLC, a California limited liability company (the “Current Owner”).

C. The City, the Current Owner and The New Home Company Northern California LLC have entered into a Development Agreement for the development of the Property (the “New Development Agreement”), and the Original Development Agreement is of no further force and effect, because it has been replaced and superseded by the New Development Agreement.

D. The City and Turn of the Century desire to enter into this Termination to confirm that the Original Development Agreement, as it pertains to the Property only, is of no further force and effect, and to remove the Original Development Agreement as an encumbrance on the Property, and the Current Owner consents to the recordation of such Termination.

NOW THEREFORE CITY AND TURN OF THE CENTURY AGREE AS FOLLOWS:

The Original Development Agreement and all agreements, obligations and covenants therein including all amendments thereto as described in Recital A above, as it pertains to the Property only, are hereby terminated and released from the Property and Turn of the Century and are of no further force or effect.

/signatures on following page/

**SIGNATURE PAGE TO PARTIAL RELEASE AND TERMINATION OF
DEVELOPMENT AGREEMENT AS ASSIGNED TO AND ASSUMED BY TURN OF
THE CENTURY LLC AND SUBSEQUENTLY AMENDED**

IN WITNESS WHEREOF, the City and Turn of the Century hereby executes this Termination as of the date set forth above.

CITY:

CITY OF WOODLAND, a California
municipal corporation

By: _____

Ken Hiatt
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

[signatures continued on following page]

**SIGNATURE PAGE TO PARTIAL RELEASE AND TERMINATION OF
DEVELOPMENT AGREEMENT AS ASSIGNED TO AND ASSUMED BY TURN OF
THE CENTURY LLC AND SUBSEQUENTLY AMENDED**

TURN OF THE CENTURY
TURN OF THE CENTURY, LLC, a
Delaware limited liability company

By: _____

Its: _____

Ruby Realty Investors, LLC, a California limited liability company, being the owner of the Property described in Exhibit A to this Termination does hereby consent to and expressly authorizes the recordation of this Termination in the Official Records of the County of Yolo.

RUBY REALTY INVESTORS, LLC,
a California limited liability company
by: Matshuara Associates, LLC, manager

By: _____
Glenn H. Matsuhara, manager

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF YOLO)

On _____, 2022, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)
 Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Parcel 4 as shown on the map entitled "Parcel Map No. 5046, Heritage Large Lot Parcel Map", filed August 18, 2014 in Book 2014 of Maps, at pages 48 through 51, Yolo County Records.

APN: 042-030-054-000

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EXHIBIT “E”

RUBY ESTATES DEVELOPMENT AGREEMENT PROJECT CONDITIONS OF APPROVAL JULY 19, 2022

GENERAL CONDITIONS

1. **Project Approval.** The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the July 19, 2022 City Council staff report, as approved by City Council, for the Ruby Estates project as proposed by the applicant New Home Company of Northern California LLC, except as modified by these conditions of approval. The Project approval includes Tentative Subdivision Maps (TSM #5221) a Zoning Amendment to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and a Development Agreement for a parcel of land located within the Spring Lake Specific Plan Area to allow development of 87 single-family lots and 233(174 garage 59guest) on-site parking spaces, consistent with the Medium Density General Plan land use designation and multi-family R-15 specific plan designation for the property. APN: 042-030-054
2. **Development Agreement.** The Development Agreement between the City of Woodland and New Home Company of Northern California LLC, a Delaware Limited Liability Company, as approved by City Council on August 16, 2022, are fully enforceable as set forth in the agreement.
3. **Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers in accordance with the Development Agreement. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City’s discretion, undertake defense of the matter and pay the City’s associated reasonable legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
4. **Deed Disclosures.** Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots or in another recorded document as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.

5. School Disclosure. The applicant shall include a disclosure statement on deeds for final lots or in another recorded document the existence of the existing school facility located east of the project site and range of activities that occur at the facility.
6. Informing Agencies & Subcontractors. Secure approval and satisfy requirements of all agencies of jurisdiction. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
7. Construction Impact Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
8. Home Owners Association (HOA) Formation Documents and Conditions, Covenants and Restrictions (CC & Rs). Prior to approval of the first final map submit, three (3) copies of the Homeowners Association CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - a. Recreational vehicle parking is prohibited.
 - b. To the extent consistent with State law, Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - c. Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - d. The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
 - e. Maintenance of privately owned streets, street lights, and storm drainage.
9. Landscape Maintenance Agreement. The applicant/HOA shall enter into a recorded landscape maintenance agreement with the City of Woodland. The landscape

maintenance agreement shall run with the property. The landscape maintenance agreement shall provide for the continual maintenance of the property in a neat and tidy manner, landscape maintenance and replenishment of plants. A copy of the recorded landscape maintenance agreement shall be provided to the Planning Division to be kept on file prior to Certificate of Occupancy.

10. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

11. Affordable Housing. The project is responsible for providing 9 low-income units through payment of an in-lieu fee in accordance with the Development Agreement. The applicant will pay fees in lieu of constructing the on-site affordable housing consistent with Development Agreement Section 4.8.
12. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing) to the extent outlined in and consistent with the Development Agreement (including Exhibit F).
13. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated,

- pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
14. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
 15. Building Unit Allocations (BUA) s. With the exception of affordable housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance. The Owner, Project and Property have a sufficient number of building unit allocations assigned to it pursuant to CITY's building unit allocation ordinance as described in the Development Agreement.

FINANCE DEPARTMENT

16. SLIF Shortfall No shortfall fee will be required if at least 87 units are built.
17. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
18. SL Community Facilities District 2004-1. OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

COMMUNITY DEVELOPMENT

19. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
20. Design Review. The site shall be developed and maintained in accordance with the approved plans, which include architectural elevations, exterior materials and colors, conceptual landscape, site and floor plans. Should there be a change in the plans, the change shall be described and provided in writing to be evaluated by the Community Development Director to determine general consistency with the Spring Lake Specific Plan Design Standards and Planned Development Standards. All exterior changes beyond those stated in the original approval will require staff level design review.

21. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.
22. Final Plan Set. Prior to the issuance of building permits, the applicant shall include a Final Plan Set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s). All plans, including site, grading, civil, mechanical, street improvement, landscaping, and architectural elevations shall be coordinated for consistency prior to issuance of permits.
23. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 of the Spring Lake Specific Plan and the approved Planned Development Overlay standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.
24. Driveway Entrances. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrances as generally depicted in the Design Review plans.
25. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP). The project will meet all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.
26. Photovoltaic Panels. At minimum, each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
27. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.

28. Trash and Recycling Container Storage. Areas shall be provided for designated storage of trash and recycling containers in compliance with Spring Lake Design Standard 2.8. Such areas shall be located adjacent to the house and screened from view of the streets. Information shall be verified prior to issuance of building permits.
29. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
- a. Locations, size and quantity of all plant materials.
 - b. A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - c. Location of all pavements, fencing, wheel stops or curbs, buildings, structures, light poles, property lines and other pertinent site plan features.
 - d. Location of utilities in relation to on site planting and street trees.
 - e. Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - f. Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, and the methodology to preserve existing adjacent trees during construction of new footings shall be provided on plans consistent with the Arborist report prepared by Sierra Nevada Arborists.
 - g. Any trees for removal and identified as heritage, specimen, or landmark under City code shall be mitigated for per City requirement.
 - h. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
 - i. Shared open space, culvert overcrossing to include all associated amenities and lighting.
30. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

31. Shade Tree Planting. Shade trees shall be planted such that 50 percent of the uncovered stalls will be in shade at noon at landscape maturity. Planters containing trees shall not be less than four feet in width and shall be protected by wheel stops or curbs.
32. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.
33. Street Tree Master Plan. A Final Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Approved Street Tree list and shall be reviewed and approved by the Community Development Department and the City's Community Services Department, Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection. Trees shall be a minimum of 15-gallons in size. A minimum of two alternate species shall be provided per street.
34. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to ensure that each lot can maintain one street tree without conflict. Coordination in the placement of all utilities in relation to street trees shall be required. A Plan set illustrating tree and utility placement will be required prior to issuance of building permits and shall be coordinated with the Street Tree Master Plan
35. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping). Due to the unique nature of the housing product and site conditions, minor modification may be permitted subject to review and approval of the Community Development Department
36. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
37. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed.

38. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a semi-transparent or opaque water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
39. Fencing Plan. Prior to issuance of building permits submit a final fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, interconnecting walkways and paths and accent fencing.
40. North Property Wall. The existing fencing along the north boundary of the project shall be replaced with wood fence that will be a minimum of six-feet in height, on either side as measured from the finished pad elevation. The location and design of the fence shall be shown on the Improvement Plans for the project. The design shall be approved by the Community Development Department prior to approval of Improvement Plans. OWNER shall work with the adjacent property owners to obtain necessary permission to remove the existing fencing and install the new fencing.
41. Double Wall Treatment. Should OWNER be unable to obtain necessary rights of entry from property owners to remove the existing fencing and construct new fences in condition 40 above, OWNER shall propose new construction design for the City's approval that does not need adjacent property owners' approval and minimizes a nuisance or hazard double wall condition.
42. On-Site Parking. In no case shall the number parking spaces be reduced without prior approval of the Community Development Director.
43. A light sand finish stucco texture shall be utilized on all homes and window trim (as used in Oyang South development, located off of Christenson Circle south of the Ruby Estates site) (no lace texture).

MITIGATION MEASURES

44. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program including provided as Attachment A to the SLSP, as well as adherence to the Yolo HCP/NCCP, any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations. This includes a pre-construction and/or tree removal survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).

45. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then mitigation measures 4.5-3(b-d) of the Spring Lake Specific Plan Mitigation Monitoring Plan shall be followed. Survey results are valid only for the season when construction activity occurs.
46. Pre-Construction or Pre-tree Pruning or Removal. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1- September 15). The survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.
47. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan
48. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report.
49. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy-duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
50. Mosquito Vector Control. Prior to each construction season, each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
51. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
52. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

53. Off-site Improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
54. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
55. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination recording fee of **\$50** (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department, or the City may apply funds from applicant's deposit for the recording fee. To the extent applicable, if the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

DEVELOPMENT ENGINEERING

Roadways

56. The applicant shall replace all cracked and broken sidewalk along the project frontage.
57. The applicant shall replace all frontage that does not meet ADA standards with City-Standard ADA-compliant driveways, curb, gutter or sidewalk.
58. The applicant shall replace/install City-Standard ADA-compliant curb ramps.
59. Mickle Avenue is under moratorium for cuts into the new street (accepted on 5/4/2021; moratorium expires on 5/4/2028). City understands and acknowledges that Applicant will make certain cuts to make connections to various existing utilities in Mickle Avenue including sanitary sewer, storm drainage and water pipes. Applicant understands that all such repairs to Mickle Avenue shall include surface restoration consistent with City standards. Private Roadways/Alleys shall be constructed to City standard structural sections, with a minimum of 4" AC over 12" AB or as otherwise recommended by a certified soils report. Should there be a need for the City to maintain/repair public utilities requiring trenching through private alleys, such repair shall include surface restoration consistent with City standards.
60. This project shall complete the traffic signal improvements at the intersection of County Road 25A and County Road 102. This work is reimbursable through the SLIF program.

Easements and Right of Way

61. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

62. A ten (10) foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
63. Final map shall dedicate easements to allow connection of sewer, water, storm drain facilities across parcels and vehicular and pedestrian access, so that each parcel may attach to the public system. Easements may be dedicated through one of the following mechanisms:
 - A. A legally binding CC&R document, reviewed and approved by the City and recorded on the title of the land;
 - B. Prior to approval of the final map the applicant shall enter into an Agreement for Conveyance of Easements and record it against the property. The map shall reference the agreement; or
 - C. A statement on the map as follows “We hereby reserve easements for reciprocal private access, drainage, utilities, and maintenance, on, over, and across Parcels ____ and ____ these easements shall bind and insure to the benefit of the heirs, administrators, executors, and successors of the grantors and are for the benefit of each of Parcels so described.”

Landscaping

64. Public landscape strips (between back of curb and sidewalk) along the public streets (Miekle Avenue and County Road 25A) are considered a public improvement. Design and construction of public landscaping areas shall be included in plans and proceed concurrent with adjacent development.

All public landscape areas shall connect to the City’s water service, meter and irrigation system and shall be maintained by the City through a City Lighting and Landscape District. Applicant shall annex into the existing Spring Lake Landscape and Lighting District (which includes landscaping on CR-25A and Miekle)

65. Trees within the Public Landscape strip shall be irrigated per City of Woodland Standards via connection to onsite water service, meter and irrigation system. City will maintain trees within the public landscape area.

Wastewater and Sewer Collection System

66. Sewer mains, including sewer wyes, throughout the project shall be publicly owned and maintained. Sewer laterals, including cleanouts, up to the connection point at the wye shall be privately owned and maintained. All publicly owned and maintained sewer facilities shall be within a public utility easement. Privately owned sewers shall be designed to City standards.

67. Sewer Mains shall not be less than 8" in diameter and shall be constructed to public/City standards.
68. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
69. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
70. Top-of-line sewer mains shall terminate with a manhole (not a cleanout).
71. Abandon all unused stubs to the property per city standards.

Storm Water

72. Applicant shall design and construct drainage improvements consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details. If required, the pad heights may have to be raised from those shown on the preliminary grading plan of the tentative map.
73. Storm drain systems shall be private and the responsibility of the HOA. Private ownership and maintenance responsibilities shall terminate at the first connection point (manhole or inlet) to the City's system within a public street. Privately owned lines shall be constructed to City standards and shall not be less than 18" in diameter. (Note connection day lighting at the driveway is not permitted, connections will need to be at a manhole in the street.).
74. Abandon all unused stubs to the property per city standards.

Storm Water Quality Control

75. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.

Prior to Building Permit Owner shall submit post construction work sheet in accordance with Appendix 8 of the City's Post Construction Standards Manual; to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards.

76. OWNER may reference the City's Post Construction Standards Manual on the web.

<http://www.cityofwoodland.org/gov/depts/cd/divisions/engineering/development/h2oquality.asp>

Water Infrastructure

77. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
78. Water meters shall be owned and maintained by the City. Water meters shall not be located in driveways; unless specifically and individually approved by the City Engineer.
79. Water mains, water laterals, and water meters throughout the project shall be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities shall be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities shall be constructed in accordance with City Standards.
80. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
81. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
82. Abandon all unused stubs to the property per city standards.
83. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
84. The project shall have a separate metered water service that is solely for the landscape irrigation system.
85. Tees on water mains shall be equipped with two (2) valves; crosses shall be equipped with three (3) valves. Avoid locating valves on deep (>60") water line sections and inside concrete areas wherever possible to facilitate repairs.
86. 8" dead-end mains serving only 6 homes will result in stagnant water requiring frequent flushing. Reduce dead end main sizes to 6" (or 4" if sprinkler calcs allow) and place a blow off at the end of the line.

Grading

87. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
88. The Tentative map Preliminary Grading plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
89. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Fees

90. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
91. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
92. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance
93. Owner agrees to pay to City a general purpose fee, a total of \$5,000 per building permit, to be used for the City Southeast Area Aquatics Center Project. Payment shall be made at time of approval of final map. Final determination of cost shall be made at time of payment and shall be based on inflationary cost increases (Construction Cost Index (CCI)).

At final Map Owner shall pay Transit Capital fee of \$247 per lot for a total of 21,489 and a Transit Operating Fee of \$51 per lot for a total of \$4,437.

At final Map Owner shall pay a fee of \$771 per lot for SL fire operations for a total of \$67,077.

94. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

General Conditions

95. Other than on-site street width, all civil improvements for water, sewer, storm, electrical, roadway sections, markings, and appurtenances shall conform to City Standards.
96. Applicant shall install a 6' tall masonry wall along the County Road 25A project frontage. The cost for this improvement is reimbursable through the SLIF program.
97. Minimum standards for onsite lighting shall require the project to meet City municipal code standards for lighting of parking areas. In addition to lighting in the shared open space and along the paseos and walking paths within the development.
98. Developer shall document and show evidence that all tentative map conditions are met or secured with submittal of final map.
99. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
100. Prepare improvement plans for the project which shall include any work within the public right-of-way and public utility easements, as applicable, and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

101. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
102. Public improvements (within public right-of-way) in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, and landscaping.
103. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
104. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer. [City confirmed this condition has been satisfied.]
105. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party (ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
106. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
107. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact the City's Environmental Resource Analyst, at 661-2063 for more information.
108. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
109. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

BUILDING

110. This project must meet all criteria and mandates for these City Adopted codes or the most current code:
 - a. 2019 California Residential Code
 - b. 2019 California Building Code
 - c. 2019 California Plumbing Code
 - d. 2019 California Mechanical Code
 - e. 2019 California Electrical Code

- f. 2019 Building Energy Efficiency Standards
 - g. 2019 California Green Building Code
 - h. The Code of the City of Woodland (in accordance with the Agreement).
111. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
 - a. Recycle plan is required at time of permit issuance along with a deposit.
 - b. Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
 112. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.\
 113. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
 114. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
 115. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
 116. Because this project is located in an area known to contain expansive soils and per Woodland General Plan Policy document, Part II, Policy 8.A.9, **“The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil.”** And per CBC 1808.6, footings or foundations for buildings founded on expansive soils shall be designed in accordance with CBC 1808.6.1 **and for concrete slab-on ground foundations** the design shall be in accord with CBC 1808.6.2 and PTI Standard Requirement for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WR/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California register Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.16
SUBJECT: Re-allocation of \$200,000 from CIP 14-02, Water Pollution and Asset Replacement Project to CIP 14-07, Sewer/Wastewater Treatment Master Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to re-allocate \$200,000 from CIP 14-02, Water Pollution and Asset Replacement Project to CIP 14-07, Sewer/Wastewater Treatment Master Plan.

Staff Contact:

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

Fiscal Impact:

The City has an ongoing asset replacement project associated with the City's Water Pollution Control Facility (WPCF) to plan and fund equipment replacement at the WPCF. The overall project budget for the WPCF asset replacement project is \$6,247,119 in CIP 14-02 as identified in the FY 2022/23 budget approved by the City Council on June 21, 2022.

Since CIP 14-02 encompasses multiple projects, staff created and the Council approved CIP 14-07 to allow better tracking of costs. CIP 14-07 has an overall project budget of \$841,500 as approved by the City Council on June 21, 2022. The purpose of CIP 14-07 was to prepare a WPCF Master Plan to identify the future direction, priorities, and capital improvement projects for the WPCF. City staff are coming to the Council at this time to re-allocate \$200,000 from CIP 14-02 to CIP 14-07.

There is no impact on the general fund as both CIP 14-02 and 14-07 are sewer enterprise funded (Fund 220).

Background:

City staff are currently working on an update to the City's WPCF Master Plan. City Engineering and Operations staff are working to identify specific repair and replacement projects to keep the WPCF operating as designed. However, a larger planning effort is necessary to predict improvements and replacements that are necessary to meet the Facility's current/upcoming permit requirements and to keep the WPCF in operation.

Discussion:

As staff has been working on this master plan document, the need for several small contracts has been identified to investigate issues raised by the Regional Water Quality Control Board. The re-allocation of \$200,000 from CIP 14-02 to CIP 14-07 will provide staff with sufficient funding to pay for this additional work.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to re-allocate \$200,000 from CIP 14-02, Water Pollution and Asset Replacement Project to CIP 14-07, Sewer/Wastewater Treatment Master Plan.

Prepared by: Chris Fong, Senior Associate Civil Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING RE-ALLOCATION OF \$200,000 FROM CIP 14-02, WATER POLLUTION AND
ASSET REPLACEMENT PROJECT, TO CIP 14-07, SEWER/WASTEWATER TREATMENT
MASTER PLAN**

WHEREAS, the City identified the Sewer / Wastewater Treatment Master Plan, CIP 14-07, to be a priority by its inclusion as part of the FY 2022/23 Capital Budget approved by the City Council on June 21, 2021; and

WHEREAS, the City Council wishes to re-allocate \$200,000 from CIP 14-02, Water Pollution and Asset Replacement Project, to CIP 14-07, Sewer/Wastewater Treatment Master Plan 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 above recitals are true and correct and incorporated as if fully set forth herein.

Section 2. The City Council hereby approves the re-appropriation of \$200,000 from CIP 14-02, Water Pollution and Asset Replacement Project, to CIP 14-07, Sewer/Wastewater Treatment Master Plan

Section 3. This Resolution shall be effective as of the date of adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of August 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: August 16, 2022

ITEM #: I.17

SUBJECT: Declaration of Surplus Land for 2186 Armus Place and 2190 Armus Place

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, declaring 2186 Armus Place (APN 042-533-009) and 2190 Armus Place (APN 042-533-010) as surplus land in accordance with the California Surplus Land Act.

Staff Contact:

Dago Fierros, Housing Analyst II – 530-661-2019, dago.fierros@cityofwoodland.org

Fiscal Impact:

There would be no fiscal impact related to this item. If the subject properties are sold, it would result in a fiscal impact, to be determined.

Background:

In 2008, the City accepted the two graded lots (2186 and 2190 Armus Place) from the E & L Company in order to facilitate the sale of E & L's 28 market rate lots in the Heidrick Ranch Phase I to Meritage Homes. E & L was experiencing financial difficulties and the City's acceptance of the lots relieved Meritage of the affordable housing responsibility for the lots.

The two City-owned parcels, totaling approximately 0.27 acres are shown in Attachment 2, and include the following, identified by the Assessor Parcel Number and approximate location:

- 2186 Armus Place – APN: 042-533-009 (4,356 square foot lot within the Heidrick Ranch Phase I Subdivision, on the southwest corner of Armus Place and Brubaker Street).
- 2190 Armus Place – APN: 042-533-010 (7,405 square foot lot within the Heidrick Ranch Phase I Subdivision, on the southwest corner of Armus Place and Brubaker Street).

In 2012, the City offered to donate the two lots to Habitat for Humanity of Yolo County conditioned on the award of a YouthBuild grant by the federal government. The grant was not awarded and the City later met officials of Habitat for Humanity of Greater Sacramento (which had merged with Habitat for Humanity of Yolo County) and offered to donate the two lots and provide other assistance for the construction of affordable units, but Habitat for Humanity of Greater Sacramento did not pursue the offer. As the properties have been vacant and the City is not in the position to construct units on these parcels, staff has explored the sale of the two vacant lots at Heidrick Ranch Phase I Subdivision located within the Spring Lake Specific Plan area.

Discussion:

Before the City can sell its property, the City Council must take formal action declaring the subject City-owned properties as surplus property. Adoption of the attached Resolution would declare the subject properties as surplus land.

The Surplus Land Act (SLA) (Government Code section 54220 et seq.) governs how local agencies, including the City, dispose of and inventory real property owned in fee simple by the local agency that is no longer necessary for agency use and is surplus to its needs.

Assembly Bill 1486 (Chapter 664, Statutes of 2019) amended the SLA, to further promote affordable housing development on unused or underutilized local agency property, and expanded the requirements for local agencies prior to the disposition and disposal of any “surplus land.” The California Department of Housing and Community Development (HCD) currently reviews each local agency’s notices, negotiations conducted, and copies of restrictions recorded against the property.

The SLA requires all local agencies to prioritize affordable housing, as well as parks and open space, when disposing of surplus land. Upon the City’s determination that the subject properties are surplus land, the procedures set forth in Government Code Section 54220 et seq. must be followed. Those procedures require the City to offer the sale or lease of surplus land to certain entities for a period of 60 days by transmitting a written Notice of Availability to those entities, including:

1. For the purpose of developing low and moderate-income housing, a written notice of availability of the surplus land shall be sent to any “local public entity” as defined in Health and Safety Code 50079 within whose jurisdiction the surplus land is located and to “Housing Sponsors” that have notified the California Department of Housing and Community Development (HCD) of their interest in surplus land.
2. For open space purposes, a written notice of availability of the surplus land shall be sent to local park districts.
3. For the purpose of use by a school district for school facilities construction or open space purposes, a written notice of availability of surplus land shall be sent to the Woodland Joint Unified School District.
4. For the purpose of developing property within an infill opportunity zone or an area covered by a transit village plan, a written notice of availability shall be sent to any local government, public transportation agency, and housing authority with jurisdiction over the parcels of surplus land. If the City receives correspondence expressing interest from any of the above entities after transmitting a written notice of availability, the City is required to enter into good faith negotiations concerning the price and terms of the sale with that entity for a period of 90 days. The City is not required to accept less than Fair Market Value for the property. If the price and terms cannot be agreed upon after 90 days (or if no entity gives notice of interest), the City may sell the surplus land without further regard to the surplus land procedures. One mode of disposal is a Request for Proposal (RFP) process.

If the City disposes of land in violation of the SLA, the City is liable for a penalty of 30 percent of the final sale price of the land sold in violation of the SLA and 50 percent for any subsequent violation.

The action is exempt from environmental review pursuant to the State CEQA Guidelines (Cal. Code Regs., tit. 14, section 15312) which applies to the declaration and sale of surplus government property.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, declaring 2186 Armus Place (APN 042-533-009) and 2190 Armus Place (APN 042-533-010) as surplus land in accordance with the California Surplus Land Act.

Prepared by: Dago Fierros, Housing Analyst II

Reviewed by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Resolution Declaring 2186 and 2190 Armus Place Surplus
2. Location Map of City-Owned Parcels - 2186 and 2190 Armus Place

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, DECLARING PROPERTY LOCATED AT 2186 ARMUS PLACE (APN 042-533-009) AND 2190 ARMUS PLACE (APN 042-533-010) AS SURPLUS LAND

WHEREAS, the California Surplus Land Act ("Act") (Government Code Section 54220 et seq.) requires that before the City of Woodland ("City") takes any action to sell or lease its property, it must declare the property to be surplus land; and

WHEREAS, surplus land means land owned in fee simple by the City for which the City Council takes formal action in a regular meeting declaring such land is surplus and is not necessary for the City's use; and

WHEREAS, the City must give written notice of its availability of the properties for sale to public entities within the properties' jurisdiction, housing sponsors, and the California Department of Housing and Community Development, among others; and

WHEREAS, the City of Woodland owns two properties within the Heidrick Ranch Phase I Subdivision, totaling approximately 0.27 acres (the "Properties"); and **WHEREAS**, the first property is located at 2186 Armus Place – APN: 042-533-009 (4,356 square foot lot within the Heidrick Ranch Phase I Subdivision, on the southwest corner of Armus Place and Brubaker Street); and

WHEREAS, the second property is located at 2190 Armus Place – APN: 042-533-010 (7,405 square foot lot within the Heidrick Ranch Phase I Subdivision, on the southwest corner of Armus Place and Brubaker Street); and.

WHEREAS, the City Council finds that the properties at 2186 Armus Place and 2190 Armus Place are surplus land because they are not necessary for the City's use, as defined in Government Code section 54221(c)(1); and

WHEREAS, the Act requires that before the City Council disposes of the two properties or engages in negotiations to dispose of Properties, the City must send a written Notice of Availability of the properties to certain entities.

WHEREAS, pursuant to the Act, City staff will send a written Notice of Availability to the entities and agencies identified in Government Code Section 54222.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Woodland, California, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution; and
2. The City Council hereby declares that Properties are surplus land and not necessary for the City's use, as defined in Government Code section 54221(c)(1) and does not qualify as "exempt surplus land" under Government Code section 54221(f); and

3. The City Council hereby authorizes the City Manager, or his designee, to comply with the requirements of the Act, to send written notices of availability of the Properties for sale to those statutorily entitled to receive it (pursuant to Government Code section 54222), to negotiate the terms of a proposed sale of the Properties, if any, who submit qualified Notices of Interest (pursuant to Government Code sections 54222.5 and 54223), and to otherwise follow the procedures of the Act, as applicable to a proposed sale of the Properties.
4. Any proposed agreement for the sale of the Properties shall be subject to the approval of the City Council.
5. The sale of the Properties as surplus is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15312 (Surplus Government Property Sales). However, if development was proposed on the Properties by a subsequent buyer, then that development would be reviewed under CEQA.
6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.
7. This Resolution shall take effective immediately upon its adoption.

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

Exhibit A

Location map
of City-owned
lots at
2186 and
2190 Armus
Place.





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.18
SUBJECT: Annual Transportation Development Act Claims with the Sacramento Area Council of Governments

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the filing of the annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

Staff Contact:

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

Fiscal Impact:

Transportation Development Act (TDA) claims include allocated funding for fiscal years: FY2021/22 \$1,606,840, FY2022/23 \$2,457,217

Approximately 61% of the funding claimed will be used for expenses budgeted to be paid-out to the Yolo County Transportation District (YCTD) for Fiscal Year FY2022/23 for the provision of public services and 39% of the claim will be allocated to partially offset budgeted expenses for annual street maintenance citywide.

TDA funds, along with gas tax funding, provide the revenue that supports the City's road maintenance programs. The combined revenues of these two sources generally fall short of the annual required appropriations. Measure F, the City's 1/2 cent sales tax, provides supplemental funding through its annual spending plan to help offset the total cost of these programs.

Background:

Each year the City of Woodland receives an apportionment of funds under the State Transportation Development Act (TDA) for support of public transportation services. One allocation is the Local Transportation Funding (LTF) which includes deposited revenues from 1/4 percent of the sales tax collected on all retail sales in the County. The County-wide LTF is apportioned to the local jurisdictions annually based on population. The second source of funds is an appropriation by the State to the State Transit Assistance (STA) account, and is funded through a portion of the sales tax on diesel fuel. These funds are administered by the Sacramento Area Council of Governments (SACOG).

Discussion:

By law, the first priority for the use of Woodland's LTF allocations is for transit needs. These transit requirements are handled by the Yolo County Transportation District (YCTD), which submits its annual budget to the City for payment. Any remaining dollars are available for street maintenance, striping, signs, etc., as detailed in the City's operating budget. STA allocations have not historically been a consistent source of funds available to the City. Any allocation of STA was required to be spent only on transit capital needs; no amounts were permitted for administration or street maintenance. Due to the fuel tax swap enacted by the state in March 2010, this restriction has been temporarily lifted, and STA funds are allowed to be used for operations.

YCTD has made a concerted effort to manage their annual operating costs. However, the District's budget has continued to increase each year. As the costs of transit services increase, the amount of funding remaining and available for the City's street maintenance program has been decreasing and will continue to decrease over time, especially given the instability of TDA funding. The City's long-term transportation funding plan takes

this projected reduction in available funding into account, and results in an increased reliance on Measure F (local ½-cent sales tax) or other supplemental funding in future years.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the filing of the annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

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

Ken Hiatt
City Manager

Attachments:

1. TDA Resolution FY2022-23 Claim

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING OF ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIMS FOR MULTIPLE FISCAL YEARS WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

WHEREAS the Sacramento Area Council of Governments provides funding for municipalities for the state's Local Transportation Funds; and

WHEREAS the City of Woodland receives annual apportionment of funds under the State Transportation Development Act (TDA) for the support of public transportation services.

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

Section 1: In accordance with Chapter 1400, Statutes 197; Chapter 161 and 1002; Statutes 1979; and applicable rules and regulations, the City of Woodland is entitled to file a claim for Transportation Development Act apportionment.

Section 2: The Finance Officer of the City of Woodland is hereby authorized to complete and file with the Sacramento Area Council of Governments the 2021/22, and 2022/23 claims for Local Transportation Funds and State Transit Assistance funds.

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: I.19
SUBJECT: Approval of Ballot Argument in Favor of Cannabis Tax Ballot Measure

Recommendation for Action: Staff recommends that the City Council approve the Ballot Argument in Favor of the Cannabis Tax Ballot Measure and authorize the Mayor to sign the argument on behalf of the City Council.

Background:

At the June 7, 2022 meeting, City Council adopted Resolution No. 7935 to place a cannabis business tax on the November 8, 2022 ballot. The City has submitted the resolution to the Yolo County Elections Office for placement on the November 8 ballot and the County has confirmed the measure will appear on the ballot as Measure K.

The measure, if passed by the voters, would adopt a local tax to be used for general governmental purposes. The tax would be equal to a percentage of gross receipts on all cannabis businesses operating within the City. The measure would allow the City to impose the tax at a maximum rate of up to ten percent of gross receipts of cannabis businesses, though the ordinance provides the City Council with the discretion to impose a lower tax rate if deemed appropriate. The City could additionally set the tax rate for different categories of cannabis uses at different levels, subject to the ten percent maximum rate. The ten percent maximum tax rate could not be increased without subsequent approval by the voters.

The City's existing cannabis businesses have entered into Operating Agreements with the City pursuant to which they have voluntarily agreed to make certain payments to the City out of their gross receipts to provide additional funding for community benefit. Those Operating Agreements provide that in the event the voters adopt a cannabis business tax, the tax will replace their obligation to make payments under their Operating Agreements from gross receipts.

The City Manager's Office has drafted a ballot argument in favor of the tax to be approved by the City Council and signed by Mayor Mayra Vega. The ballot argument must be submitted to the Elections Office by August 22, 2022 in order to appear within the voter information guide.

Discussion:

The proposed argument in favor of Measure K emphasizes that the establishment of a reasonable tax on local cannabis businesses will help fund public services supported by the City's General Fund, including public safety, street repairs, parks and recreation, youth services, and more. In drafting the argument language, staff prioritized brevity, clarity, and public interest in the proposed argument.

The language proposed for the argument in favor of Measure K reads as follows:

Vote YES on Measure K to enact a reasonable tax on local cannabis businesses. Measure K will ensure that Woodland properly supports and regulates our cannabis industry while continuing to invest in important public services including public safety, street repairs, parks and recreation, youth services, and more.

Join your entire Woodland City Council in voting YES on Measure K.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 16, 2022
ITEM #: J.20
SUBJECT: Next Steps: Diversity, Equity, & Inclusion

Recommendation for Action: Staff recommends that the City Council receive an update on the work of the Diversity, Equity, and Inclusion (DEI) subcommittee and review the Subcommittee’s proposal to develop an Equity Action Plan as the first step in a larger framework to prioritize DEI in the City of Woodland.

Staff Contact:

Spencer Bowen, Communications Manager & Policy Analyst | spencer.bowen@cityofwoodland.org

Background:

City Council’s “Destination 2023” Priority Goals state that Woodland will improve the quality of life for residents by “preserving and enhancing Woodland as an inclusive community that is an exceptional place to live, learn, work, play, and engage for current and future generations.” Within that broad goal, Council members emphasized that Woodland should prioritize diversity, equity, and inclusion both within our workplace and in the public services we provide.

To analyze the City’s efforts, including a needs assessment and set of policy recommendations, the City partnered with a team of UC Berkeley public policy graduate students. These students performed their analysis between January and May 2022 and presented their findings to Council in June 2022. After their presentation, Council members unanimously voted to create a subcommittee on Diversity, Equity, and Inclusion (DEI) to develop next steps.

Discussion:

An Equity Action Plan will guide the City through the difficult but necessary work of turning the students’ report into tangible and positive change for our community. Should the City Council direct the DEI subcommittee to proceed, the subcommittee will rely on the findings and recommendations of the report, including its suggestion to utilize resources from the Government Alliance on Racial and Equity (GARE). GARE’s network of local governments develops toolkits and research that help public servants advance racial equity – essentially, GARE creates resources by and for fellow local governments interested in this important work. GARE’s “Racial Equity Action Plan: A How-To Manual” toolkit is attached for reference.

The DEI subcommittee suggests developing an action plan that will address both **internal** and **external** diversity, equity, and inclusion goals. The report and GARE toolkits recommend beginning this process by identifying desired results in the Woodland community. Within the broad internal and external categories, the subcommittee suggests the following draft “results”:

Internal Work:

- Result #1: City staff, leadership, and elected officials understand and are committed to racial equity

External Work:

- Result #2: Woodland residents are well-served and feel included by City programs and outreach
- Result #3: City policies and structures prioritize equitable opportunity, justice, and safety

Should the City Council direct the subcommittee to begin this work, the team would follow a results-based accountability process as recommended by the report, GARE, and the subcommittee members. This process will provide structure to help the City understand progress in various areas, which changes will strengthen our ability to advance equity, what actions will bring about those changes, and how the City will remain accountable to the plan. The attached visualization briefly summarizes the steps.

For example, within the result related to City staff, leadership, and elected officials, the Equity Action Plan might identify:

- **Indicators** such as disaggregated staff data
- **Outcomes** such as “The City of Woodland increases community representation and diversity in its workforce”
- **Actions** such as developing a Youth Fellowship program
- Accompanying **accountability measures** for each action that clarify who will lead the effort, by when it should be completed, how it will be reported, and what measures will determine success.

Importantly, the subcommittee’s work would be informed by stakeholder engagement from both City staff members and community members. Should the City Council direct the creation of an Equity Action Plan, the subcommittee will involve our community through mixed-methods engagement, including interviews, focus groups, and more.

Conclusion:

Staff recommends that the City Council receive an update on the work of the Diversity, Equity, and Inclusion (DEI) Subcommittee and review the Subcommittee’s proposal to develop an Equity Action Plan as the first step in a larger framework to prioritize DEI in the City of Woodland.

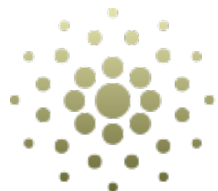
Prepared by: Spencer Bowen, Communications Manager & Policy Analyst



Ken Hiatt
City Manager

Attachments:

1. GARE-Racial-Equity-Action-Plans
2. DEI Results Based Accountability Visualization



LOCAL AND REGIONAL
GOVERNMENT ALLIANCE ON
RACE & EQUITY

Racial Equity Action Plans

A How-to Manual

by Ryan Curren, Julie Nelson, Dwayne S. Marsh, Simran Noor, and Nora Liu

[RACIALEQUITYALLIANCE.ORG](https://racialequityalliance.org)



LOCAL AND REGIONAL
GOVERNMENT ALLIANCE ON
RACE & EQUITY

**This toolkit is published by the
Government Alliance on Race and Equity,
a national network of government working to achieve
racial equity and advance opportunities for all.**

AUTHORS

Ryan Curren, Julie Nelson, Dwayne S. Marsh, Simran Noor, and Nora Liu

ACKNOWLEDGMENTS

*The authors would like to thank the following individuals
who contributed to this guide by participating in interviews and editing:*

Rachelle Galloway-Popotas, Ebonye Gussine Wilkins

REPORT CITATION

Curren R., Nelson, J., Marsh, D.S., Noor, S., Liu, N.
"Racial Equity Action Plans, A How-to Manual."
Haas Institute for a Fair and Inclusive Society,
University of California, Berkeley, 2016

GARE is a joint project of



haas institute
FOR A FAIR AND INCLUSIVE SOCIETY



CENTER FOR SOCIAL INCLUSION

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EXECUTIVE SUMMARY

While local governments may consider themselves fair and just, people of color fare worse than their white counterparts in every area: housing, employment, education, justice, and health. Current day disparities are just as bad and sometimes worse than they were before the Civil Rights era. Since then, most governments have not made significant changes in outcomes for employees or residents of color, even with years of effort.

Because local governments have a unique responsibility to all residents, these racial inequities can and must be addressed. The public sector must be for the public good; current racial inequities are destructive. We must go beyond individual, intentional discrimination or acts of bigotry, and examine the systems in which we all live. We must investigate—honestly—how our longstanding systems, policies, and practices, unintentionally or not, have created and continue to maintain racial inequity, and we must change them.

Racial Equity Action Plans can put a theory of change into action to achieve a collective vision of racial equity. Plans can drive institutional and structural change. However, the goal we seek is not a plan. The goal is institutional and structural change, which requires resources to implement: time, money, skills, and effort. It requires local governments' will and expertise to change our policies, the way we do business, our habits, and cultures.

Our theory of change requires normalizing conversations about race, making sure we have a shared understanding of commonly held definitions of implicit bias and institutional and structural racism. Normalizing and prioritizing our efforts creates greater urgency and allows change to take place more expeditiously. We must also operationalize racial equity, integrating racial equity into our routine decision-making processes, often via use of a **Racial Equity Tool** and development and implementation of measurable actions. Operationalizing a vision for racial equity means implementation of new tools for decision-making, measurement, and accountability. We also organize, both inside our institutions and in partnership with others, to effect change together. Organizing involves building staff and organizational capacity through training for new skills and competencies while also building internal infrastructure to advance racial equity.

This manual provides guidance for local governments to develop their own Racial Equity Action Plans after a period of research and information gathering. This manual also provides guidance and tools to conduct this research. GARE created a Racial Equity Action Plan template after a national scan of promising practices from cities and counties that have developed plans for racial equity and the structures that supported successful planning processes. We are also appreciative of the **Results Based Accountability** framework as a disciplined way of thinking and taking action that communities and government can use to achieve meaningful improvements, eliminate racial inequities and lift up outcomes for all.

Racial Equity Plans are both a process and a product. A successful process will build staff capacity which can be valuable during implementation. A process can also serve to familiarize more staff with the jurisdiction's racial equity vision and its theory of change.

Preparing leadership support, forming a skilled planning team, designing community engagement structures upfront, and securing resources to support all participants are key preparatory steps key to set the process on the right path. Your research must not only influence the content of your plan but also how it is framed. The methodology should include

WHAT IS RACIAL EQUITY?

Racial equity is realized when race can no longer be used to predict life outcomes, and outcomes for all groups are improved.

both quantitative and qualitative data collected through community engagement. A clear set of findings can provide a solid foundation to inform your plan. Areas to analyze include:

- workforce demographics, hiring, retention, and promotion;
- contracting practices;
- jurisdiction commitment, leadership, and management;
- community access and partnership; and
- data, metrics, and on-going focus on improvement.

Figure 1: The Racial Equity Action Plan Process



A strong Racial Equity Action Plan is guided by a clear vision of racial equity and structured to achieve meaningful and measurable results. A simple plan structure provided by GARE includes the following components:

- **Results:** Community level conditions we are aiming to impact.
- **Community Indicator:** Community indicators are the means by which we can measure impact in the community. Community indicators should be disaggregated by race.
- **Outcome:** A future state of being resulting from a change at the jurisdiction, department, or program level. Strong outcomes articulate a clear improvement or define how much improvement will take place.
- **Action:** They are the specific things your jurisdiction will do to achieve the outcomes.
- **Performance Measure:** A quantifiable measure of how well an action is working. Different types of measures include 1) Quantity—How much did we do? 2) Quality—How well did we do it? 3) Impact—Is anyone better off?

Successfully implementing a plan will require well-resourced stewardship, strong accountability structures, and clear communications with all partners during the rollout and beyond. An organizational body, with authority to remove barriers during implementation and monitor progress, is critical infrastructure over the life of the plan. Regular tracking of performance and reporting on progress provides a level of accountability to follow through on the jurisdiction's commitment to action. Using data and the opportunity to reflect develops a culture of learning and innovation to improve upon commitments in the plan over its lifetime. The quality and consistency of communication about the plan both within the government and with community will be a major indicator of whether the plan is another exercise in maintaining the status quo or whether it is truly the harbinger of your jurisdiction's commitment to advancing racial equity.

ACHIEVING LOCAL GOVERNMENT'S VISION OF RACIAL EQUITY

A jurisdiction's clear and bold vision for racial equity is important for the success of a Ra-

cial Equity Action Plan. The vision should be heavily informed by communities of color impacted by institutional and structural racism—those with the real expertise. Your jurisdiction may already have made a formal commitment to achieving racial equity and expressed this through adoption of legislation, a general plan, or executive proclamation. If so, then Racial Equity Action Plans can layout the approach to operationalizing this commitment. If not, then Racial Equity Action Plans are an excellent opportunity to make such a commitment paired with the change necessary to achieve it. Figure 2 shows the City of Portland’s Citywide Racial Equity Goals and Strategies, adopted unanimously by City Council as binding policy in 2015.

By embarking on a planning process you are undergoing a reprioritization of your work and changing long-standing systems and structures. You are creating a shared practice and forming relationships across the jurisdiction’s structure. Creating a culture of learning and reflection to improve upon the work as you go is essential. You are expanding a field of practice, building off of the experiences of local governments directly addressing racial inequities, and have the opportunity to break relatively new ground. Your planning process is an opportunity to take a step back and ask engaging questions, knowing that you may not have the answers, and set an actionable course toward achieving racial equity. GARE, your peers, and our network of national partners are all here to help you, and to share resources and promising practices.

ARTICULATING A THEORY OF CHANGE FOR THE JURISDICTION

The ultimate goal of a jurisdiction’s racial equity work should be to eliminate racial inequities and improve outcomes for all racial groups. Government played a primary role in the creation of racial inequities, including laws, policies, and practices that created racial inequities. Our ideas of “equality and justice” have shifted over time, and we now have collective values for a more inclusive democracy. To achieve our aspirations and to get to different outcomes, we will need to fundamentally transform government. This requires high level leadership, committed action teams, supportive community leaders, and effective structures and practices. But what guides this change?

A new theory of change to achieve racial equity should guide your jurisdiction and its plan to make transformative change. GARE’s recommended theory of change does the following¹:

1. **Normalize**—Establish racial equity as a key value by developing a shared understanding of key concepts across the entire jurisdiction and create a sense of urgency to make changes.
2. **Organize**—Build staff and organizational capacity, skills, and competencies through training while also building infrastructure to support the work, like internal organizational change teams and external partnerships with other institutions and community.
3. **Operationalize**—Put theory into action by implementing new tools for decision-making, measurement, and accountability like a Racial Equity Tool and developing a Racial Equity Action Plan.

WHAT IS MY JURISDICTION ISN'T READY BUT MY DEPARTMENT IS?

The framework and approach to creating Racial Equity Action Plans presented in the manual is also applicable to departments within a jurisdiction. Most often jurisdictions beginning to focus on racial equity have only a small number of departments with any emphasis on racial equity or the infrastructure to support the work. A department with some foundation to build a Racial Equity Action Plan upon is a good place to start. A strong director with capable staff and good community partnerships can develop a plan to serve as a model or proof of concept for the entire jurisdiction.

This theory of change can be measured over time to track progress and impacts, both within the organization and in the community. Activities can be quantified like the number of employees trained, number of departments with Racial Equity Action Plans, number of times a Racial Equity Tool is used to address institutional and structural barriers, or number of community members partnering with the jurisdiction to advance racial equity. Outcomes can also be quantified by measuring the improved knowledge of racial equity

Figure 2: City of Portland Citywide Racial Equity Goals and Strategies

CITYWIDE RACIAL EQUITY GOALS & STRATEGIES	
	  OFFICE of EQUITY and HUMAN RIGHTS CITY OF PORTLAND
EQUITY GOAL #1	OVERALL STRATEGIES
We will end racial disparities within city government, so there is fairness in hiring and promotions, greater opportunities in contracting, and equitable services to all residents.	1 Use a racial equity framework: Use a racial equity framework that clearly articulates racial equity; implicit and explicit bias; and individual, institutional, and structural racism. 2 Build organizational capacity: Commit to the breadth and depth of institutional transformation so that impacts are sustainable. While the leadership of electeds and officials is critical, changes take place on the ground, through building infrastructure that creates racial equity experts and teams throughout the city government. 3 Implement a racial equity lens: Racial inequities are not random; they have been created and sustained over time. Inequities will not disappear on their own. It is essential to use a racial equity lens when changing the policies, programs, and practices that perpetuate inequities, and when developing new policies and programs. 4 Be data driven: Measurement must take place at two levels—first, to measure the success of specific programmatic and policy changes; and second, to develop baselines, set goals, and measure progress. Using data in this manner is necessary for accountability. 5 Partner with other institutions and communities: Government work on racial equity is necessary, but insufficient. To achieve racial equity in the community, government needs to work in partnership with communities and institutions to achieve meaningful results. 6 Operate with urgency and accountability: When change is a priority, urgency is felt and change is embraced. Building in institutional accountability mechanisms using a clear plan of action will allow accountability. Collectively, we must create greater urgency and public commitment to achieve racial equity.
EQUITY GOAL #2	
We will strengthen outreach, public engagement, and access to City services for communities of color and immigrant and refugee communities, and support or change existing services using racial equity best practices.	
EQUITY GOAL #3	
We will collaborate with communities and institutions to eliminate racial inequity in all areas of government, including education, criminal justice, environmental justice, health, housing, transportation, and economic success.	

concepts among employees, increased skills to work on and communicate about racial equity, and the changes made due to racial equity considerations being integrated into decision-making structures. We must also focus on our desired results in the community, those conditions we are aiming to impact. Community indicators are the means by which we can measure impact in the community, with clear focus on closing racial disparities, and lift up success for all groups.

This higher level strategic thinking is helpful in advance of developing Racial Equity Action Plans but does not need to be exhaustive and should not impede your process. Some simple exercises can help you stay focused on racial equity and the above framework. Ask the following effective questions:

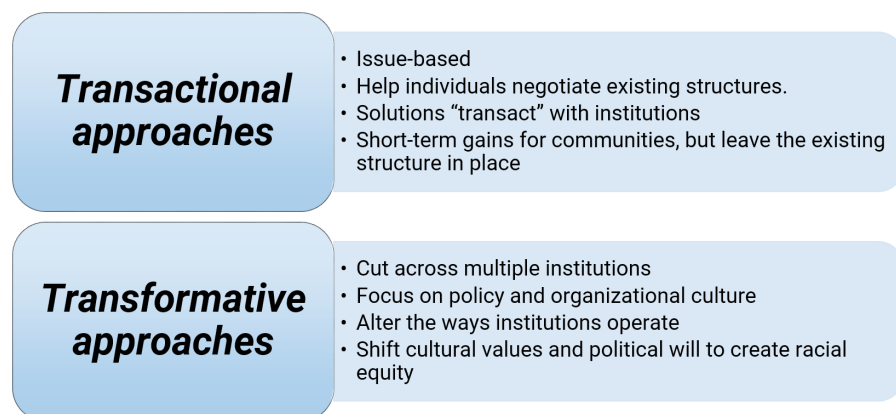
- What conditions of well-being do we want for our community?
- Why do these conditions exist differently for people of color? Ask your self “Why else?” 3–5 times to get deeper into the institutional and structural issues at play.
- What would these conditions look like if we achieved them?
- What measures can we use to quantify these conditions?
- Who are the partners with a role to play?
- What works to “turn the curve” of the baseline inequities?
- What do we propose to do?

A jurisdiction’s racial equity work needs to be transformative. This means work should cut across multiple institutions and practices, and the focus should be on changing policy and organizational culture. Work will alter the ways institutions operate. It will shift cultural values and create greater political will to advance racial equity.

Transactional changes are those that help individuals negotiate existing the structures but leave those structures in place. They may result in short-term gains for communities and/or employees of color but do little to ensure those gains will be lasting.

With a clear vision for racial equity, transactional approaches can help position a jurisdiction for more transformational work. To do this effectively requires an on-going focus on organizing, operationalizing, and normalizing.

Figure 3: Transactional Approaches vs Transformative Approaches

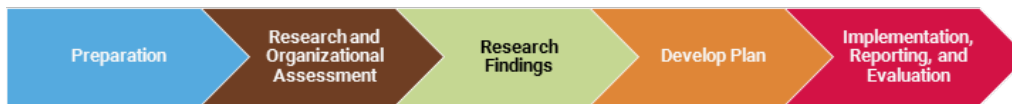


ACTION PLANNING PROCESS

Recommended steps for developing and implementing a Racial Equity Action Plan are outlined below. The details in each of the steps may vary between jurisdictions, depending on the size, structure, and resources you have available. It is much better to be pragmatic and focused so that the plan you develop sets your jurisdiction on the path to achieving racial equity.

We recommend designing your work plan to produce three products for broader communication:

- Research Findings
- Racial Equity Action Plan
- Annual Updates



Racial Equity Action Teams can work with their leadership to develop agreed-upon decision making protocols and processes for vetting each of these products internally. We'll share more about these products in the next sections of this guide.

Note, some jurisdictions have the advantage of existing strategic plans with committed goals, objectives, strategies, and actions, some of which may be related to diversity, inclusion or racial equity. You can use those as a foundation from which to build upon. Additional content can then be added to your Racial Equity Action Plan to round out your jurisdiction's racial equity work if needed. Also, some jurisdictions have existing or planned processes to create broader strategic plans. You can use those processes to create your Racial Equity Action Plan rather than duplicating efforts which may otherwise lead to staff and community confusion and fatigue.

PREPARATION



Successfully developing a Racial Equity Action Plan will require preparation.

THE JURISDICTION

Your executive and leadership team should communicate the purpose and importance of this work, how it relates to the jurisdiction's work overall, and how it fits into any other work on racial equity. This context is especially important for those staff with little or no exposure to racial equity work.

"Leadership" may vary from jurisdiction to jurisdiction. In some cases, a city or county manager may be the most appropriate top leadership providing direction for the development of the Racial Equity Action Plan. In other cases, it might be elected officials.

In Seattle in 2009, Mayor Greg Nickels established the Race and Social Justice Initiative as one of his early priorities. With a strong-mayor form of government, Mayor Nickels set clear expectations of his department directors for developing Racial Equity Action Plans on an annual basis and he held his department directors accountable for implementation of actions. After losing his re-election bid, Seattle's City Council further institutionalized racial equity as a priority by the unanimous passage of **Resolution 31164—A Resolution Directing Race and Social Justice Work to Continue**, including development of annual Racial Equity Action Plans and support for Racial Equity Action Teams.

Fairfax County, Virginia launched a process to develop a racial equity strategy with joint **legislation** adopted by Fairfax Board of Supervisors and School Board. The resolution directed the development of a racial and social equity policy and strategic actions that include "intentional collective leadership, community engagement, equity tools, and infrastructure to support and sustain systemic change, and shared accountability."

At a minimum, we recommend that the executive send out a jurisdiction-wide email introducing the staff leading the planning process, giving them authority to oversee the process, and explaining what to expect. An accompanying **FAQ** is recommended. Another preparatory step is to present an overview of the context and process at meetings where staff from all divisions and programs are represented, such as an all-staff meeting or managers' meeting. Jurisdictional newsletters are also a good tool to communicate the context and importance of this work.

We recommend sending a clear message about the reality of this change work and the type of change that staff can expect. Do not shy away from the reality that the planning process and the plan itself will require jurisdiction resources to implement: time, money, skills, and effort.

STAFFING LEADS AND RACIAL EQUITY ACTION TEAMS

Leadership at the executive level should identify a lead or two co-leads who will oversee the plan development project. Co-leads should work with their executive and/or leadership

team to recruit staff to form a Racial Equity Action Team, a small group who will shepherd the jurisdiction through the entire process. The form and composition of your Racial Equity Action Team will depend on the size and structure of your jurisdiction. However, the function of your team should include the following:

- **Racial equity focus**—Maintaining a clear focus on racial equity throughout all stages of the process, working with any resistance that arises, and providing racial equity resources for participants who lack the skills needed to meaningfully participate.
- **Project Design**—Designing the scope, structure, and timeline of the process.
- **Project Management**—Coordinating the meetings and communications, producing materials and deliverables.
- **Research and Systems Change Analysis**—Designing information-gathering instruments and facilitating discussions to solicit qualitative information. Analyzing your jurisdiction's systems, including policies, practices and procedures, how they are working, and opportunities for change that will advance racial equity. Synthesizing information gathered to identify gaps in racial equity, promising practices, and report on findings and recommendations.
- **Strategic Planning**—Designing exercises and facilitating discussions to develop the content for the Plan (outcomes, actions, and performance measures).
- **Communications**—Communicating with leadership, staff, and community about the purpose of this process, updates on the process, results of the process, and being a point of contact for anyone with questions. Some considerations as you compose the Racial Equity Action Team include:
 - **Authority**—The Racial Equity Action Team will need to ask staff in different divisions, programs, and departments to provide information and to take various actions. They need to have sufficient authority to make these requests. This could be done by either having upper management staff as members of the team or by explicit and clear authorization from the executive or director to oversee the project.
 - **Expertise**—Team members will need to collectively possess a robust set of skills to fulfill the functions listed above. People with lived experiences bring important expertise. People with a strong racial equity analysis, some experience with strategic planning, and a good project manager are especially important.
 - **Familiarity**—All team members should be familiar with the jurisdiction's racial equity terminology. They also need familiarity with the jurisdiction's decision-making structure and processes.
 - **Time**—The Racial Equity Action Team should be given dedicated time for this project. The time commitment will vary dramatically depending on the capacity of the Team, the size of the jurisdiction, and the scale and depth of the process.
 - **Composition**—Each Racial Equity Action Team will look different and be a different size. Ideally, team members represent the demographic diversity of the jurisdiction. Racial diversity is especially important. Ideally, team members also represent the different divisions or programs across the jurisdiction. Representation from up and down the jurisdiction's hierarchy is also ideal, though if leadership is represented then it is important to be sensitive to power dynamics so all members feel empowered to meaningfully participate. Tenure and union representation are also important consider-

ations. Representativeness is something to strive for but should be balanced with the need to recruit members with the skills sets listed above.

ORGANIZATIONAL STRUCTURE AND SCALE

The Racial Equity Action Team should develop an appropriately scaled organizing structure for this process. Not every staff person in the jurisdiction needs to or has to be involved at every stage of the process. The size and complexity of the jurisdiction is one factor shaping this project's scope. The racial equity expertise within the jurisdiction is another.

Engaging a jurisdiction's leadership team is critical regardless of their racial equity expertise. They will need to be engaged in both managing the process and providing substantive input in all phases. Engaging the top-level managers could be done as a group and/or with each manager participating in the engagement of their division or program staff. Managers of color and/or with racial equity expertise could also be considered for individual interviews to provide candid feedback.

Engaging entire divisions or large programs may prove challenging. We recommend the Racial Equity Action Team work with managers of larger divisions or programs to recruit a small team of staff to represent. These staff should have the most familiarity and experience with the concepts of racial equity in addition to being familiar with the work of the division or program.

The Racial Equity Action Team should consider creating a graphic of the agreed upon jurisdictional structure to use as a communications tool.

COMMUNITY ENGAGEMENT

Communities of color have borne the burdens of inequitable policies, practices, and investments, and they hold deep expertise on those impacts. Their expertise and ownership of this plan is critical to success. Engaging residents of color—along with employees of color—as subject matter experts in the process can improve the process and the final product in myriad ways; from more accurate analysis of institutional barriers to identification of more effective strategies and greater community buy-in during implementation. Robust community engagement throughout your process will be critical to your success.

Jurisdictions willing to examine their own institutional racism are opening themselves up to criticism which may feel vulnerable. Their tendency may be to conduct an internally focused planning process. Overcoming this tendency is important. At a minimum, jurisdictions should engage people of color most impacted by racial inequities to establish the jurisdiction's broader vision for racial equity and theory of change to achieve it. This foundation can serve as the touchstone for your planning process. The other critical point of community accountability is an opportunity to review your draft plan and take an active role in implementation and regular reporting on progress.

Community engagement during the planning process can take many forms, not all of which are discussed here. Community bodies formed with decision-making authority and specific planning responsibilities are most effective. The volunteer nature of these bodies makes it difficult to recruit community members from outside the jurisdiction's institutional partners who are already paid to do this work. People of color in the community with different lived experiences of institutional racism should be compensated for their expertise, similar to how jurisdictions value technically-skilled professionals like architects and

engineers. Portland Metro's **Equity Strategy Advisory Committee** is a good example of a body that advised Metro through the creation of their racial equity strategy. Its members represented leaders from philanthropy, nonprofit, government, and business sectors.

Another strategy is contracting with community based organizations (CBOs) already working on issues of racial equity to host community events at different points in the process. Research methods conducted by CBOs such as focus groups, surveys, and interviews can solicit information government could not, and it also builds the capacity of CBOs to do future work.

Another way to access community expertise and identify priorities without fatiguing the community is to use existing community-produced reports as research material. Reports cataloguing disparities, their causes, and associated solutions are often available². In some cases, these reports are even the impetus for local government to institute a racial equity initiative. However, these reports are resource intensive to produce so community groups should be sufficiently resourced. Jurisdictions should also value this work by providing decision making authority during the implementation phase to maintain trust, ensuring that community-sourced strategies are not co-opted or made ineffective.

RESOURCES

It is important to have a central point of contact for questions, training, and support during the process.

Resources provided could include a project webpage with background and training materials, sample materials, frequently asked questions, a glossary defining common terms, and contact information for specific technical assistance. You can also hold open office hours to provide tailored technical assistance through the process.

Some foundational training is a critical pre-requisite for meaningful participation in this project. The Racial Equity Action Team and leadership groups should take a basic racial equity training as a foundation for building a shared analysis and definitions for racial equity work. Additional training on strategic planning for racial equity is also recommended for co-leads and Racial Equity Action Team members. However, do not hesitate due to a fear of not being totally ready. Inaction is itself a decision to continue the status quo. Your leadership and Racial Equity Action Team simply need to be ready enough to begin.

2 **"An Unsettling Profile"**, Coalition of Communities of Color, Portland, Oregon

RESEARCH AND ORGANIZATIONAL ASSESSMENT



This guide is primarily about a planning process to create the actual Racial Equity Action Plans. However, some form of research or basic information gathering is recommended to assess the jurisdiction's culture, structure, and practices.

The Racial Equity Action Team can first develop a research methodology and oversee the process to collect and analyze information. This will help assess key areas where a jurisdiction can improve racial equity and solicit ideas for making improvements. If information and/or data is lacking in some areas, you can include data development actions as a part of your Racial Equity Action Plan.

METHODOLOGY AND PROCESS

Start by first taking an inventory of what racial equity information you already track and how useful or reliable it is. Then you can ask what information is not being tracked and what are the possible methods for collecting it.

Some jurisdictions are using a structured racial equity assessment to develop a baseline evaluation of gaps within an jurisdiction³. These assessments look at the jurisdiction's operations, practices, workforce, culture, policies, and programs. The City of Portland's Racial Equity Assessment⁴ was used by all 26 bureaus to assess themselves before developing their five-year Racial Equity Plans.

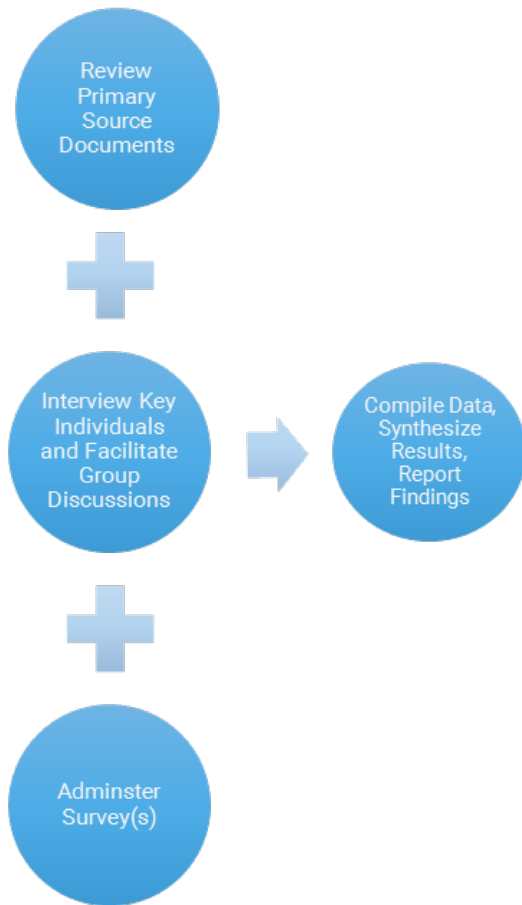
Other research instruments and methodology can be used. Methodology used can range from reviewing source documents (ex. strategic plans, program materials, communication materials, etc.), individual interviews, administering a simple online **survey**⁵ to facilitating in-person focus groups (ex. leadership team, managers, division/program teams, etc.). Research can be conducted by staff or outside consultants. The City of Seattle Race and Social Justice Initiative alternates conducting employee surveys and community surveys (**information** on both of these surveys). The data collected through these surveys provides important feedback into their planning processes. To get the most candid feedback possible, it is important for the survey to be conducted anonymously.

3 City of Seattle and City of Portland racial equity assessments

4 We would like to offer special thanks to the All Hands Raised project and the Racial Equity Strategy Guide developed by the Urban League of Portland, in concert with City of Portland staff, especially its Bureau of Planning and Sustainability.

5 Portland Bureau of Transportation racial equity assessment survey

Figure 4: Sample Process for Research and Development of Recommendations



For survey analysis, conduct sub-group analysis, including comparisons between managers and non-managers, by race, between departments, and tenure. In the case of small numbers of people in some categories, to maintain confidentiality, you may want to combine racial data into whites and people of color and only highlight departmental differences for the largest departments.

QUALITATIVE AND QUANTITATIVE DATA

Regardless of which approach you choose, it is important to create opportunities for group dialogue and analysis. Many of the most important and complex questions may not be suitable for an online survey and should be considered for facilitated discussions. The richest information gleaned from a survey will not be the quantifiable answers but the respondent's reasoning (always provide a comment box). Facilitated discussion provides participants the opportunity to clarify the questions, listen to each other's analysis, and also begin to identify solutions which can be mined later in the Plan development phase.

For group discussions, use your Racial Equity Action Team to staff the process, as experienced facilitators, to create facilitation guides, distribute questions ahead of time to participants, as note takers, and for on-going communication.

Jurisdiction Workforce Demographics, Hiring, Retention, and Promotion

We recommend collecting the current workforce demographic information. Try to disaggregate data by race, gender, management, line staff, represented staff, and tenure. This can help identify disparities and determine if the workforce or parts of the workforce are representative of the diversity of the jurisdiction's population.

Further research can then be done to assess how racial equity goals and practices are embedded in workforce development and hiring. The jurisdiction's human resources department can be helpful in determining whether racial equity considerations inform the hiring processes, professional development, performance evaluations, and promotions to name a few important workforce processes.

GARE's issue paper, **"Public Sector Jobs: Opportunities for Advancing Racial Equity,"** has useful resources both for assessment of current conditions and practices, as well as development of actions to advance racial equity as an employer. When it comes to workforce equity, your goal should be for your workforce to reflect the diversity of the communities you serve across the breadth (functions) and depth (hierarchy) of your jurisdiction. Based on your analysis of workforce data, review of institutional policies and practices, and engagement of key stakeholders, you will be able to integrate specific workforce equity actions into your Racial Equity Action Plan.

Contracting Practices

Your jurisdiction may participate in a program to increase contracting with people of color and other underutilized contractors. It is wise to collect data on your contracting performance, and specifically identify to what extent your jurisdiction conducts business with contractors of color.

You can then inquire further about the specific contracting practices. A contract manager can help provide information on the outreach practices to contractors of color, whether minimum requirements of contractors are excluding some contractors disproportionately, or the procurement process has any unintended bias.

GARE's issue paper, **"Contracting for Racial Equity: Best Local Government Practices that Advance Racial Equity in Government Contracting and Procurement"** has useful resources both for assessment of current conditions and practices, as well as development of actions to advance racial equity in your contracting and procurement. When it comes to contracting and procurement, your goal should be for your contracting and procurement dollars to benefit the full diversity of the communities you serve. Based on your analysis of contracting and procurement data—with a special focus on those departments with the largest budgets, review of institutional policies and practices, and engagement of key stakeholders—you will be able to integrate specific contracting and procurement equity actions into your Racial Equity Action Plan.

Jurisdictional Commitment, Leadership, and Management

Your Racial Equity Action Team can assess your jurisdiction's commitment to racial equity at the policy, planning, and budget levels. Whether racial equity is embedded into key guiding documents or decision-making processes can give an indication of jurisdictional commitment. Important information can be gathered about the general workplace envi-

ronment for staff; whether there are broadly agreed upon definitions of racial equity terms or even opportunities to discuss racism and racial equity.

Exploring the way leadership and management level practices affect your jurisdiction's ability to advance racial equity can provide useful insights. Ask how leadership supports racial equity in the jurisdiction, and among the employees. Ask about networking at the leadership level—to help support management and leadership staff in the pragmatic work of racial equity.

You should be cognizant of the fact that some staff may be hesitant to provide honest feedback, especially if there are any sorts of concerns about lack of management receptivity. If you have anecdotal evidence that suggests such concerns might exist, conduct focus groups and interviews with confidentiality.

Community Access and Partnership

It is important to understand how the jurisdiction engages with people and communities of color. Some areas of focus include looking at the racial diversity of advisory bodies, availability and access of translation and interpretation services, culturally relevant communication practices, and the frequency of staff interaction or partnership with communities of color during planning and implementation processes.

Data, Metrics, and On-going Improvement

Community-level data disaggregated by race in housing, jobs, education, criminal justice, health and others will capture various areas of disproportionality. In reality, local government touches each of these areas, but ultimately, does not control the entire system. Therefore, it is important to supplement your data analysis with assessment conversations to determine the key leverage points and opportunities for your jurisdiction to influence each area of inequity.

You should also review how your jurisdiction collects information and tracks the results of its actions to improve racial equity. We recommend looking closely at how data is disaggregated by race or not, whether a racial equity toolkit is used on programs and policies, and whether data collected by communities of color is valued and used by the jurisdiction. A deeper examination is needed to look at how service-level demographic data and data documenting disparities is used to prioritize and develop criteria for decision-making. This will provide valuable insight into whether investments and resource distribution are likely serving to achieve the jurisdiction's racial equity goals.

Jurisdictional practices in this area may help later in the process when developing a Racial Equity Action Plan's methods for tracking progress.

RESEARCH FINDINGS



A summary of research findings is a helpful way to synthesize a large amount of information into a useful format. This may require sorting through data to find themes, anomalies, and discrepancies, all with the ultimate goal of identifying your “headline” findings. A Racial Equity Action Team is best suited for this work but may need supplemental support from data analysts or content experts.

Communicating your findings is an opportunity to raise awareness and give leadership an opportunity to convey the importance of advancing racial equity. Your executive or director is well positioned to communicate the findings and next steps. In-person meetings of staff and leadership to share the findings are good opportunities to answer questions and garner support for your plan.

A summary can help answer the following questions:

- What research methodology was used?
- Who participated? How did leadership participate? How did community participate?
- What are the high level summary findings (headlines)? Are there themes or trends identified?
- Where are the gaps in the jurisdiction's use of promising practices of racial equity? You may want to provide brief explanation for gaps.
- Were there any discrepancies between some findings and the Racial Equity Action Team's opinion? Why do they exist and is there a recommended response?
- Where are the strengths in the jurisdiction's use of promising practices of racial equity?
- What opportunities for change does your research suggest? What are some initial recommendations for the Plan?

THE PLAN



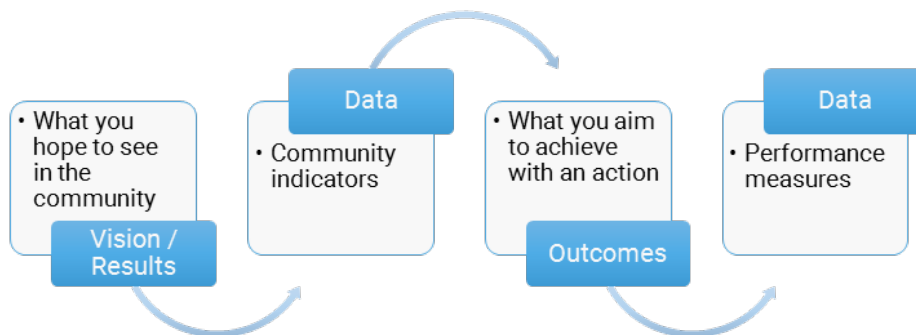
Racial Equity Action Plans should be ambitious documents to bring about institutional change in order to eliminate racial disparities, both inside government and in the community. Plans will have clear outcomes and measurable actions to achieve them. Effective actions should be specific, measurable, attainable, relevant, and timely. Be sure your plan includes sufficient funding, staffing, accountability mechanisms, and evaluation.

Racial Equity Action Plans should create opportunities for reflection and learning. No one has all the right answers. Making some mistakes is highly likely but do not let the fear of mistakes stall your process or the implementation of your Plan. The Racial Equity Action Team can provide a model of reflection and learning for the whole jurisdiction to emulate.

The terminology for Racial Equity Action Plans is informed by Results Based Accountability. This approach clearly delineates between community conditions/results and performance accountability/outcomes. These levels share a systematic approach to measurement. This approach emphasizes the importance of beginning with a focus on the desired end condition.

We encourage you to be clear about the desired end conditions in the community and to emphasize those areas where you have the most direct influence. When you align community indicators, government strategies, and performance measures, you maximize the likelihood for impact. Recognize also that to ultimately impact community conditions, you will need to partner with other institutions, across sectors, always putting community in the center of your efforts.

Figure 5: Results Based Accountability Flow



We have provided a sample template (see appendix 1) that uses the following definitions of key terms:

- **Results:** Community level conditions you are aiming to achieve.
- **Community Indicator:** The means by which you can measure community condi-

tions, disaggregated by race.

- **Outcome:** A future state of being resulting from a change at the jurisdiction, department, or program level. Strong outcomes articulate a clear improvement or define how much improvement will take place. Beginning outcomes with the words “increase” or “decrease” help with the latter.
- **Action:** Specific things your jurisdiction will do to achieve the outcomes. Strong actions start with verbs.
- **Performance Measure:** A quantifiable measure of how well an action is working. Different types of measures include
 - Quantity—How much did you do?
 - Quality—How well did you do it?
 - Impact—Is anyone better off?
- **Timeline:** The month, quarter, and/or year an action will be accomplished.
- **Accountability:** The position or body that is responsible for the action and/or is accountable for its completion.

1. CREATE A RACIAL EQUITY GUIDING STATEMENT FOR YOUR JURISDICTION

A simple statement can help guide your jurisdiction throughout a plan’s development and implementation. Questions to consider when developing this statement:

- How does your jurisdiction’s existing mission statement relate to racial equity?
- (For departments) What is your unique role in the jurisdiction-wide effort to achieve racial equity?
- What principles or shared values are reflected in this guiding statement?

The racial equity guiding statements below are some examples:

- Portland Bureau of Planning and Sustainability: Develop planning and sustainability solutions that eliminate racial disparities thereby creating prosperous, resilient, healthy, and affordable communities for all Portlanders.
- Seattle Race and Social Justice Initiative: Eliminate institutional racism and achieve racial equity in Seattle.

2. IDENTIFY RESULTS AND COMMUNITY INDICATORS THEN CREATE OUTCOMES

Identify a result and its associated community indicator(s) and then commit to an outcome stating the change your jurisdiction will make in order to improve the indicator. Indicators should measure a specific racial disparity. Outcomes articulate the change that strengthens the jurisdiction’s position to reduce that disparity.

Again, this is an opportunity to engage leadership and secure buy-in to the necessary change. The Racial Equity Action Team can draft results/indicators and outcome language for leadership to process and finalize through a facilitated work session. Use this precious time wisely by coming with prepared materials and a facilitator’s guide.

Questions to consider as you select community indicators and outcomes are:

- What needs or opportunities were identified during the research and assessment phase of this process?
- What needs to be different in our jurisdiction’s culture, workforce, policies, practices, and procedures? What change do we ideally want (not just for what we would

settle)?

- What does our jurisdiction define as the most important racially equitable outcomes?
- What are some known racial inequities in your jurisdiction? What are the root causes or factors creating these racial inequities?
- How does your jurisdiction's relationship with communities of color need to change? How can those most adversely affected by an issue be actively involved in solving it?
- How will proposed outcomes address root causes of racial disparities and advance institutional and/or systemic change?

Examples of community indicators in Racial Equity Action Plans (disaggregated by race):

- Dane County, WI: Unemployment rates
- City of Seattle: Severe housing cost burden for renters

Examples of outcomes include:

- Dane County, WI: Dane County is a model employer advancing racial equity.
- Portland Bureau of Planning and Sustainability: Shared project management approach that integrates equity at all phases (scoping, design, implementation, evaluation).
- Seattle Public Utilities: Position service equity as one of the primary filters for decision making by Q1 2018.

3. CREATE ACTIONS TO ACHIEVE EACH OUTCOME

Develop a clear action or set of actions to achieve each outcome. Facilitated action planning sessions with departments or divisions are a good way to source potential actions. Bring the relevant indicators and outcomes to these sessions and facilitate a conversation about what steps are necessary to achieve them.

Questions to consider when developing actions include the following:

- Were any actionable solutions identified during the information gathering phase of this process? Are there actions prioritized by communities of color?
- What is a specific change in policy, practice, or procedure that could help produce more equitable outcomes?
- How will an action decrease racial disparities?
- Are there any unintended consequences? Can they be mitigated?
- What capacity is needed to successfully implement the action?
- How will an action be implemented and by whom?
- Is the action achievable within the lifetime of the plan?
- Is the action measurable and how will it be measured?

Similar to the sorting and summarizing of your research findings, there will need to be a process to refine all the proposed actions solicited through your work sessions. Again, the Racial Equity Action Team is best suited for this role.

TIPS FOR WRITING AN EASILY UNDERSTOOD PLAN

To ensure the public can understand the Plan, use the follow writing tips:

- Use plain language to describe your indicators, outcomes, actions, and measures.
- Spell out acronyms.
- Double-check for spelling errors.
- Have a communications expert review the Plan for clarity and cultural competency.

Examples of actions include the following:

- Portland Bureau of Planning and Sustainability (BPS): Develop a customized BPS project management approach that integrates transformational values framework, equity tools, and community engagement.
- Seattle Public Utilities: Implement an ongoing, sequential community engagement training and coaching process for all project managers.
- Seattle, WA: Develop and implement a Racial Equity Fund—provide funding to support institutional/community collaborations aimed at eliminating structural racism.

4. CREATE PERFORMANCE MEASURES FOR EACH ACTION AND COMMIT TO A COMPLETION DATE

Each action should have a completion date (month/quarter/year) and performance measure(s). You may consider these questions as you develop a date and measures:

- What is your timeline?
- How will you evaluate and report progress over time?
- How will you know the action is complete?
- Can you retain stakeholder participation and ensure internal and public accountability?

Examples of tangible results to measure include the following:

- Seattle Department of Human Services:
 - 900 youth/young adults of color participating in the Youth & Young Adults Program made academic progress by achieving at least one of the following: GED completion, grade progression, credit retrieval, passing HSPE scores, on-time graduation.
 - By Q4 100 percent of our Human Resources policies will have been evaluated and corrected as filtered through the racial equity toolkit.
- Dane County Racial Equity Framework: 75 percent of Dane County employees believe their department seeks input and assistance on decision making from communities of color.

5. IDENTIFY THE LEAD POSITION OR BODY THAT HOLDS THE POSITION ACCOUNTABLE FOR COMPLETION OF EACH ACTION

The responsibility for completing actions should be delegated to a position or body. Any community oversight body should also be identified.

Recommend a Stewardship Plan

The ultimate goal of this work is not a Racial Equity Action Plan. The goal is institutional and structural change. Thus, GARE recommends the Racial Equity Action Team also provide recommendations on Plan stewardship and accountability. This includes responsible parties, resources committed, and accountability structures.

Recommendations could include a proposal for an ongoing coordinating body to track and support implementation of the Plan. Your accountability and stewardship structure is another opportunity to partner with the community.

Stewardship provides the opportunity to obtain broad buy-in—including from leadership—for any shifting of existing resources and/or any new staffing and resources required to implement actions. Also, some actions may be flagged for prioritization due to required immediate or near-term action.

Questions concerning limited resources for this work will undoubtedly arise. Remember, we are paying the cost already for past inaction to reduce disparities. There is a continued and growing cost to inaction. Your leadership should be reminded of this cost when they are considering how much to invest in the plan.

REVIEW AND FINALIZING THE PLAN



Each jurisdiction's process for reviewing a draft plan will be different. The Racial Equity Action Team may want to circulate a draft to all or some participants, similar to the process for sharing the research findings. A public review process and/or comment period is recommended.

After receiving feedback, the Racial Equity Action Team can collectively and individually review the plan using questions like these below. Again, this is an excellent opportunity to engage the community in this process.

- Does the Plan reflect the research findings?
- Are the community indicators of racial disparities explicitly named?
- Are the outcomes and actions likely to make institutional or structural changes?
- Are the actions measurable and realistic?
- Do the actions reflect relevant promising practices in racial equity work?
- Are there positions responsible for the actions?
- Is the Plan implementable and well resourced?
- Are there any multi-department trends?
- Are there opportunities for different departments to work together?
- Are there opportunities for the community to work with departments on an action or the Plan as a whole?

ROLL OUT AND IMPLEMENTATION

Implementation of the plan is perhaps the most critical step to create positive, meaningful change over time. The rollout of the plan should launch its implementation. The plan is a public document so the rollout should occur externally as well as internally. Each rollout will look different for each jurisdiction depending on their structure and their communications capabilities.

Once the plan is finalized, you will want to work with your leadership to distribute the plan at multiple staff levels and in multiple venues. Your communications staff could be good resources. The initial internal process may use similar communication strategies that were used when announcing the planning process; director sends all-staff email, presentation at all-staff meetings, summary materials distributed, etc.

The release of the plan will be a highly visible statement of the jurisdiction's intent and commitment to racial equity. GARE recommends using this opportune moment to raise awareness about racial inequities, government's role in eliminating inequities, and leaders' commitment to eliminating inequities. Achieving these objectives during the rollout of the plan will likely support many of the plan's actions.

At a minimum the executive should publicly release the plan with a press release, social media, and unique webpage. If possible or needed, a legislative body can provide additional legitimacy by adopting the Racial Equity Action Plan through a legislative action. This action could also include budgetary authority for implementation.

ANNUAL PROGRESS REPORTING

Your stewardship body can help track and report on the progress of the Racial Equity Action Plan. They can compile the reports received from responsible parties and synthesize the results. At a minimum these should document challenges faced and plans for addressing challenges or how the outcome or action might be refined in the future. Also, be sure to document and celebrate successes that have been achieved.

By tracking challenges, the stewardship body will be able to see what obstacles are affecting progress towards racial equity and attempt to resolve those issues. They can also share jurisdiction successes with others who are looking for promising practices.

Some things to consider when reviewing progress on the plans:

- Are there outcomes and actions that are receiving less attention than others?
- Is there a need to change the plan?
- Have plan actions been implemented or in progress? What do the results indicate as to how to improve?
- If there are unmet or blocked actions, is there an explanation and/or proposal for resolving the issue?
- Are there racially diverse staff working on the plan over the year(s)?
- Are residents of color engaged in the implementation of the plan over the year(s)?
- Are measures being recorded and updated as actions change or are completed?
- Is the jurisdiction reporting on challenges and successes?

CONCLUSION

By developing a Racial Equity Action Plan, you are moving from theory into action, recognizing the potential for government transformation—a public sector for “the public good.” You are creating a shared practice and forming new relationships across the jurisdiction’s structure and in partnership with community. You are also creating a culture of learning and reflection to improve upon the work as you go. GARE, your peers, and our network of national partners are all here to help you.

In closing, we encourage you to be driven by:

- **Justice**—Be clear-eyed about the past and rigorously committed to a new way of governing, one that intentionally creates racial equity rather than reinforces historic injustice. Government itself created and continues to maintain inequity. City governments are uniquely suited and responsible for creating and sustaining equitable outcomes.
- **Community**—Adhere to the principle “nothing about us without us” as a core tenet of your approach. People of color and communities most affected by inequity are supported to lead efforts toward equity in cities, counties, and states across the country. Build capacity with leaders at all levels—from formal positions of authority and community leaders in cities to peer leaders elsewhere in our movement.
- **Momentum**—Aim for nothing less than complete transformation, but be both pragmatic and urgent in your approach, seeking not perfection but progress. Starting from what exists, build solutions, constantly evolve and adapt to accelerate the pace of progress.

You are joining a growing movement of people within government, normalizing conversations about race, operationalizing new behaviors and policies, and organizing to achieve racial equity. GARE is seeing more and more jurisdictions that are making a commitment to achieving racial equity, focusing on the power and influence of their own institutions, and working in partnership across sectors and with the community to maximize impact. There is an increasingly strong field of practice. We are organizing in government with the belief that the transformation of government is essential for us to advance racial equity and is critical to our success as a nation.

APPENDIX I

Racial Equity Plan Template

(Template that can be customized depending on your jurisdiction's self-assessment and priorities; add your actions, timeline, accountability and performance measures, along with any additional results, indicators and outcomes)

1. Jurisdiction's residents understand and are committed to achieving racial equity.					
Community Indicator	Outcomes and Actions	Timeline	Accountability	Performance Measure	Progress Report
•Percent of population who believe advancing racial equity should be a priority of government •Percent of population who understand the jurisdiction's commitment to racial equity	A. Jurisdiction's employees understand, are committed to, and have the infrastructure needed to advance racial equity.				

2. Jurisdiction's residents view the jurisdiction as an effective and inclusive government that engages community.					
Community Indicator	Outcomes and Actions	Timeline	Accountability	Performance Measure	Progress Report
• Percent of population who believe the jurisdiction values community participation and engagement • Jurisdiction services are well received by community members • voter turnout	A. Jurisdiction's employees have outreach and engagement skills and competencies to advance racially inclusive outreach and engagement.				

3. Jurisdiction's communities of color share in the economic prosperity.					
Community Indicator	Outcomes and Actions	Timeline	Accountability	Performance Measure	Progress Report
•Unemployment rates •Household income •Number of businesses developed	A. Jurisdiction is a model employer advancing racial equity. B. Investments in contracting and procurement benefit the diversity of jurisdiction's communities.				

4. Others					
Community Indicator	Outcomes and Actions	Timeline	Accountability	Performance Measure	Progress Report
•Criminal justice •Education •Housing •Health					

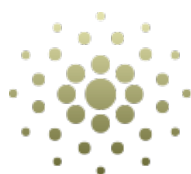
Across the country, governmental jurisdictions are:

Making a
commitment
to achieving
racial equity

Focusing on
the power
and influence
of their own
institutions

Working in
partnership
with others

**When this occurs, significant leverage
and expansion opportunities emerge,
setting the stage for the achievement of
racial equity in our communities.**



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VISION / RESULTS

- Identify results we want to see in Woodland

DATA

- Select community indicators that measure a specific disparity or area of focus

OUTCOMES

- Articulate changes that strengthen Woodland's position to advance racial equity

ACTIONS

- Develop a clear set of actions to achieve each outcome

ACCOUNTABILITY

- Create performance measures for each action, commit to completion dates, and identify responsible parties and reporting structures for each action