



City of Woodland
Meeting Agenda
City Council - AMENDED

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

November 15, 2022
6:00 PM

CITY COUNCIL
CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. 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 Case No. CV2021-0564

2. THIS ITEM INTENTIONALLY LEFT BLANK.

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. CONSENT CALENDAR

5. SUBJECT: Small Business Saturday Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim Saturday, November 26, 2022 as "Small Business Saturday" in Woodland

6. SUBJECT: Entrepreneurship Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation celebrating Global Entrepreneurship Week.

7. SUBJECT: Fire Department Quarterly Status Report for the Period of July 2022 - September 2022

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

8. SUBJECT: Police Department Quarterly Status Report for July 2022 through September 2022

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

9. SUBJECT: Second Reading and Adoption of Ordinance relating to Appointment, Removal, and Duties of the Mayor and Mayor Pro Tempore

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1696, amending Chapter 2.08 (Mayor and Mayor Pro Tempore of Title 2 (Administration) of the City of Woodland Municipal Code relating to Appointment, Removal, and duties of the Mayor and Mayor Pro Tempore.

10. SUBJECT: Amendment to the Fleet Services Oil & Gas operating budget and Cooperative Fuel Services Agreement with Interstate Oil

RECOMMENDATION FOR ACTION Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to

- 1) augment the existing cooperative Fuel Services Agreement with Interstate Oil by \$300,000 for a 3 year total Not To Exceed amount of \$1,500,000 through June 30, 2023;
- 2) increase appropriations to the Equipment Services Fund budget by \$300,000; and
- 3) increase appropriations to the funds listed in Exhibit A to provide revenue to the Equipment Service Fund.

11. SUBJECT Second Amendment to the CDBG/HOME Loan Agreement with the Leisureville Community Association, Inc. and Subordination Agreement with Sabal Capital II, LLC

RECOMMENDATION FOR ACTION Staff recommends that the City Council adopt Resolution No. _____, (1) approving the Second Amendment to the CDBG/HOME Loan Agreement with the Leisureville Community Association, Inc., to defer repayment of the loan until July 1, 2033, (2) approving a Subordination Agreement with Sabal Capital II, LLC to subordinate the deed of trust and regulatory agreement for the CDBG/HOME Loan to a new senior loan to provide funding for water and wastewater infrastructure improvements to the Leisureville mobile home development, and (3) authorize the City Manager to execute all agreements and documents necessary for the subordination and the changes to the City loan agreement with Leisureville.

12. SUBJECT: Amendment #1 to the SLIF Reimbursement Agreement with Lennar Homes of California, LLC for Heidrick Ranch Phase 2 & 3 (SM4986)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving Amendment #1 to the agreement regarding reimbursement of Spring Lake Specific Plan improvements for Subdivision #4986; and authorizing the City Manager to sign the Amendment on behalf of the City.

13. SUBJECT: Woodland Public Library Mobile Library

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing 1) the purchase of a customized Freightliner M2 Mobile Library for the Library Department for a total purchasing price of \$649,951; and 2) Approve the bid award to Techops Specialty Vehicles; and 3) a budget appropriation of \$375,835 from the Library Trust Fund (917) and \$274,116 from Measure R Fund (102).

14. SUBJECT Design Agreement with Laugenour and Meikle, Inc., for the 2024 Water & Sewer Replacement Project, CIP 23-02

RECOMMENDATION FOR ACTION Staff recommends that the City Council adopt Resolution No. _____ to (1) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$225,420 for design of the 2024 Water & Sewer Replacement Project, CIP 23-02, and (2)

Authorize a contingency of up to 10% (\$22,542) for design of the 2024 Water & Sewer Replacement Project, CIP 23-02.

I. PUBLIC HEARINGS

15. SUBJECT: Introduction and First Reading of an Ordinance adopting Changes to the California Fire and Building Codes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce an Ordinance adopting by reference the 2022 California Fire Code (California Code of Regulations, Title 24, Part 9) and amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement.

J. REPORTS OF THE CITY MANAGER

16. SUBJECT Urgency Ordinance Prohibiting Truck and Trailer Parking, Storage, and Overhaul in the Industrial Zone

RECOMMENDATION FOR ACTION Staff recommends that the City Council 1) Receive information about the proposed Urgency Ordinance; and 2) Adopt an urgency ordinance prohibiting the processing and/or approval of any and all Truck and Trailer Service Repair and Overhaul; Parking Facilities, including truck and trailer parking, park and ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities in the Industrial (I) Zone in the City of Woodland; and 3) Direct staff to prepare necessary zoning amendments to address truck and trailer parking, storage and repair uses in the Industrial district.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, November 15, 2022 was posted on Thursday, November 10, 2022 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

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

Ana B. Gonzalez
City Clerk

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

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

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 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:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 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

December 6TH

REGULAR MEETING (at Community and Senior Center)

Consent Calendar

City Council Meeting Minutes – November 1 and 15, 2022

2nd Reading - Tree Ordinance Amendments

2nd Reading - Fire Code Adoption

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

Regular Calendar

Declare Results of November 8, 2022 Election

Administer Oath of Office of Office – New/Re-elected Council Members

Designation of Mayor and Mayor Pro Tempore

Mayor's Remarks

December 20TH

REGULAR MEETING

Adopt Conflict of Interest Code

Waste Management Annual Rate Adjustment

Measures E, F and J, FY2022 Annual Reports

1st Reading - ADU Ordinance Update

1st Reading – Building Code

Draft Equity Action Plan

Extension of an Urgency Ordinance Establishing a Moratorium on Truck and Trailer Parking, Storage, and Overhaul in the Industrial Zone

AB 1600 Annual Report

ADU Ordinance Update

Council Assignments

Council Calendar - 2023

January 10TH (tentative)

SPECIAL MEETING

Woodland Research Technology Park – Final EIR & Specific Plan

Comprehensive Zoning Update

2nd Reading – Building Code

Future Topics / Study Sessions:

Sustainability Advisory Committee Workshop (January)

Youth Master Plan Presentation (January)

Micro Transit Service Presentation (February)

Animal Services Contract (TBD)

Waste Management Residential Smart Truck (TBD)

Rule 20A Undergrounding District (TBD)

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.5
SUBJECT: Small Business Saturday Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim Saturday, November 26, 2022 as "Small Business Saturday" in Woodland

Staff Contact:

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

Background:

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

Discussion:

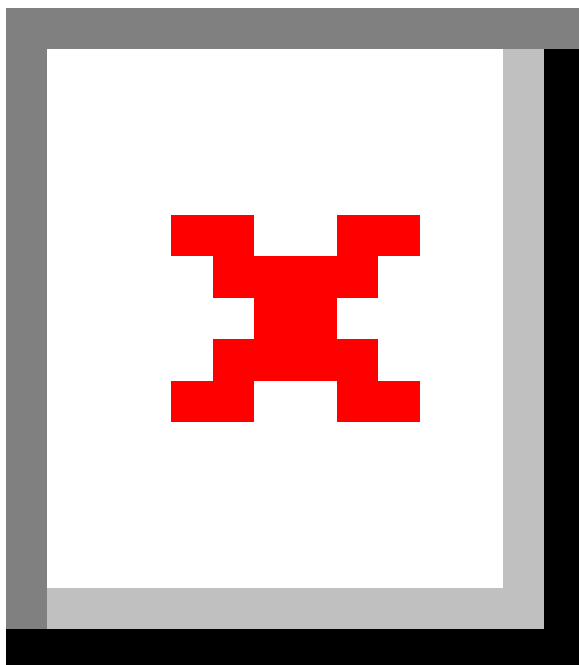
The City of Woodland is particularly well-positioned to recognize our small businesses because they represent such an important part of our community. For instance:

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

Conclusion:

Staff recommends that the City Council proclaim Saturday, November 26, 2022 as "Small Business Saturday" in Woodland

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



Attachments:

1. 2022 Shop Small Saturday Proclamation COW

**CITY OF WOODLAND
PROCLAMING SATURDAY, NOVEMBER 26, 2022
AS SMALL BUSINESS SATURDAY**

Whereas, the City of Woodland celebrates our small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 33.2 million small businesses in the United States; and

Whereas, Small businesses generated 12.9 million net new jobs over the past 25 years, accounting for two out of every three jobs added to the economy; and

Whereas, the idea behind Small Business Saturday is to inspire consumers to patronize local enterprises during the highly profitable pre-holiday shopping season; and

Whereas, the City of Woodland supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

Whereas, small businesses remain in need of our support as they continue to navigate through and recover from the effects of the COVID-19 pandemic.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland does hereby proclaim November 26, 2022, as Small Business Saturday and urge the residents of our community to celebrate and support small businesses and all they do for their communities and urge the residents of Woodland to support small businesses and merchants on Small Business Saturday and throughout the year.

DATED: November 15, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tempore

Tania Garcia Cadena, Council Member

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.6
SUBJECT: Entrepreneurship Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a proclamation celebrating Global Entrepreneurship Week.

Staff Contact:

Spencer Bowen | spencer.bowen@cityofwoodland.org
Amanda Portier | amanda.portier@cityofwoodland.org

Discussion:

Considering Woodland's history of innovation, particularly in the food and agricultural industry, as well as recent investments like The Lab@AgStart and Square One maker space, staff recommends that the City Council celebrate and recognize local entrepreneurs with this proclamation.

Conclusion:

Staff recommends that the City Council adopt a proclamation celebrating Global Entrepreneurship Week.

Prepared by: Amanda Portier, Program Assistant - City Manager's Office of Equity, Environment, Economy, & Engagement

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

Ken Hiatt
City Manager

Attachments:

1. Proclamation - Entrepreneurship Nov 2022

CITY OF WOODLAND
PROCLAMATION CELEBRATING GLOBAL ENTREPRENEURSHIP WEEK

WHEREAS, Global Entrepreneurship Week (GEW) is the world’s largest celebration of the innovators and job creators that bring ideas to life and drive economic growth; and

WHEREAS, the region’s week-long celebration of entrepreneurship encompasses dozens of local and regional events throughout Greater Sacramento, each designed to expose citizens and constituents in the region to the idea of starting and running a business, and connect participants to potential collaborators, mentors, and even investors –introducing them to exciting opportunities; and

WHEREAS, most of the new jobs created in the United States in the past decade come from the creative efforts of entrepreneurs, innovators, and small businesses; and

WHEREAS, small businesses drive economic vitality across the region, particularly in rural and underserved communities, accounting for two-thirds of new jobs; and

WHEREAS, the City of Woodland embraces new ideas that create 21st century jobs, a vibrant economy, and a town where all residents have equal access to economic prosperity; and

WHEREAS, the City of Woodland values and celebrates our food and agricultural economy in particular, a sector driven by diverse entrepreneurs, innovators, and small businesses; and

WHEREAS, the City of Woodland directly supports these individuals through initiatives such as the Food Front, an effort to unite local food and agricultural leaders, and The Lab@AgStart, an agriculture, food, and health startup incubator, both of which help foster a prosperous, diverse, and sustainable local economy.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY OF WOODLAND, CALIFORNIA, hereby proudly proclaims November as Global Entrepreneurship Month in Woodland and throughout Greater Sacramento.

DATED: November 15, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tempore

Rich Lansburgh, Council Member

Tania Garcia-Cadena, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.7
SUBJECT: Fire Department Quarterly Status Report for the Period of July 2022 - September 2022

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

Prepared by: Jeran Scruggs, Management Analyst

Reviewed by: Eric Zane, Fire Chief

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

Ken Hiatt
City Manager

Attachments:

1. Quarterly Report- Jul-Sept 2022



QUARTERLY REPORT

JULY 1-SEPTEMBER 30, 2022



Total Calls for Service
0.2% Increase
from Q3 2021

2,372

Average Response Time

4:50

Automatic
Aid

Aid Received

58

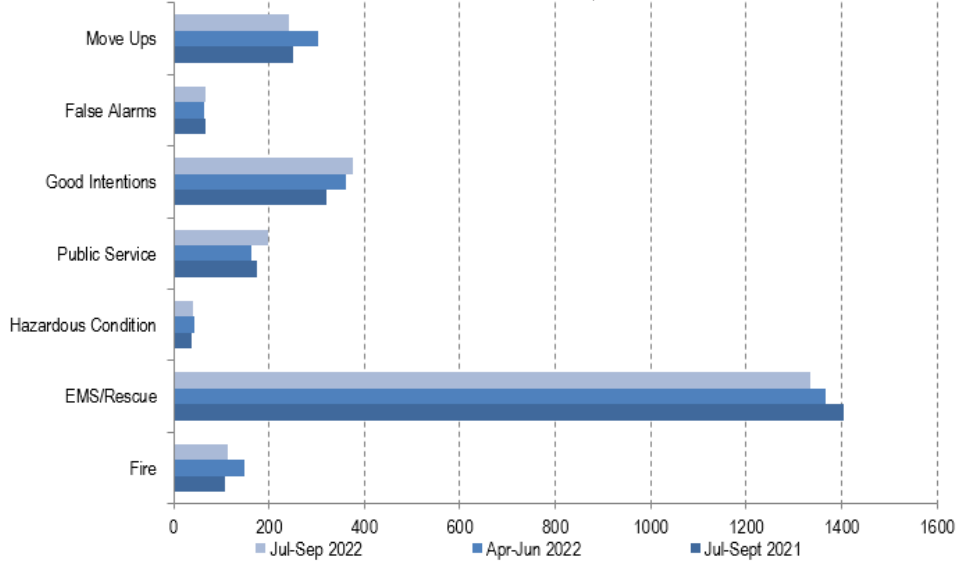
Aid Given

66

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

62%

Goal:
4 minutes 90% of the time

Average: 6:25

FIRE- OTHER

60%

Goal:
4 minutes 90% of the time

Average: 5:44

FULL FIRST ALARM

78%

Goal:
8 minutes 90% of the time

Average: 9:59

EMS

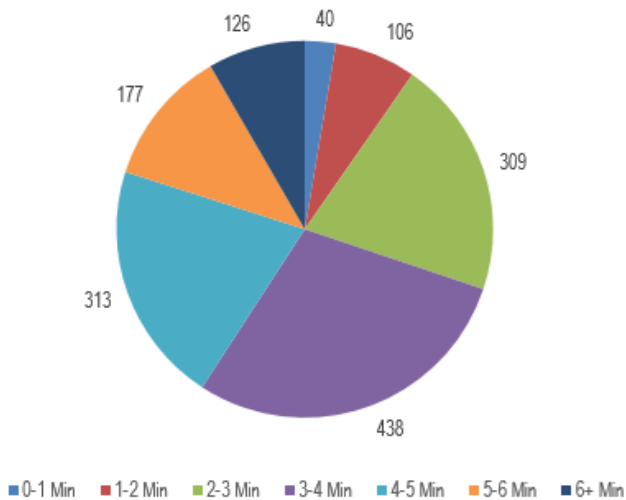
59%

Goal:
4 minutes 90% of the time

Average: 5:48

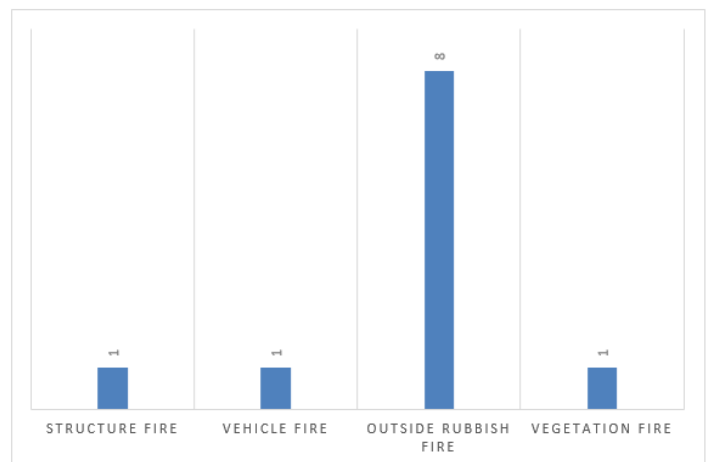
Priority Calls

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



Intentional Fires

July-September 2022

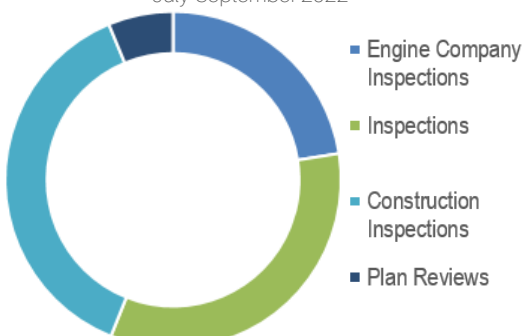


COMMUNITY RISK REDUCTION

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

July-September 2022



Code Enforcement Hours

7.5



Public Education Outreach

2815 people reached



Fire Investigations Conducted

73



Emergency Management Hours

39

Total Inspections Completed

450

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: November 15, 2022
ITEM #: H.8
SUBJECT: Police Department Quarterly Status Report for July 2022 through September 2022

Recommendation for Action: Staff recommends that the City Council accept the Police Department quarterly status report for July 2022 through September 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 be receiving status reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Police Department quarterly status report for July 2022 through September 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".

Ken Hiatt
City Manager

Attachments:

1. Woodland Police Department 3rd Quarter Report - 2022

2022 3RD QUARTER REPORT

DEPARTMENT STAFF



SWORN

69

BUDGETED FOR 71

PROFESSIONAL

17

BUDGETED FOR 18

PART-TIME

7

BUDGETED FOR 8

TOTAL

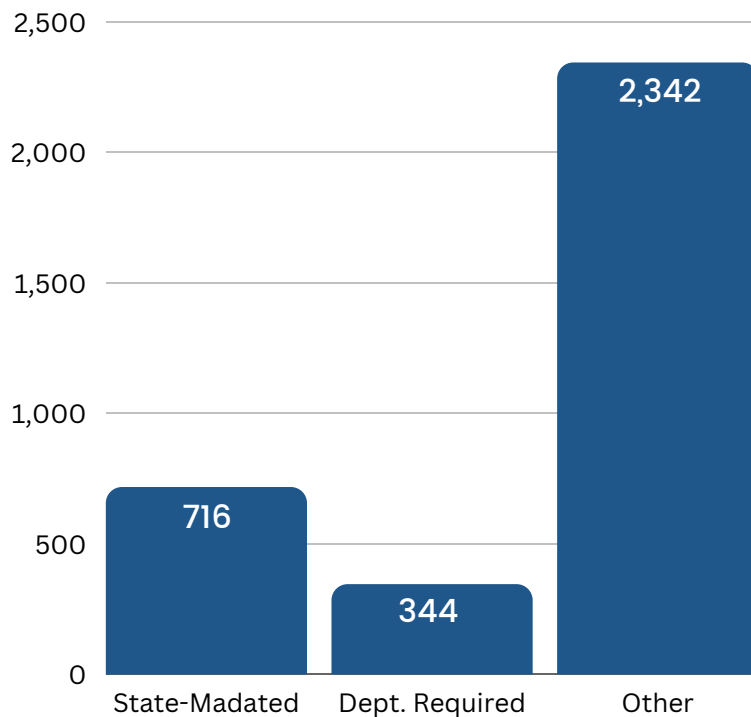
93

BUDGETED FOR 97



TRAINING

TOTAL TRAINING
HOURS: 3,402

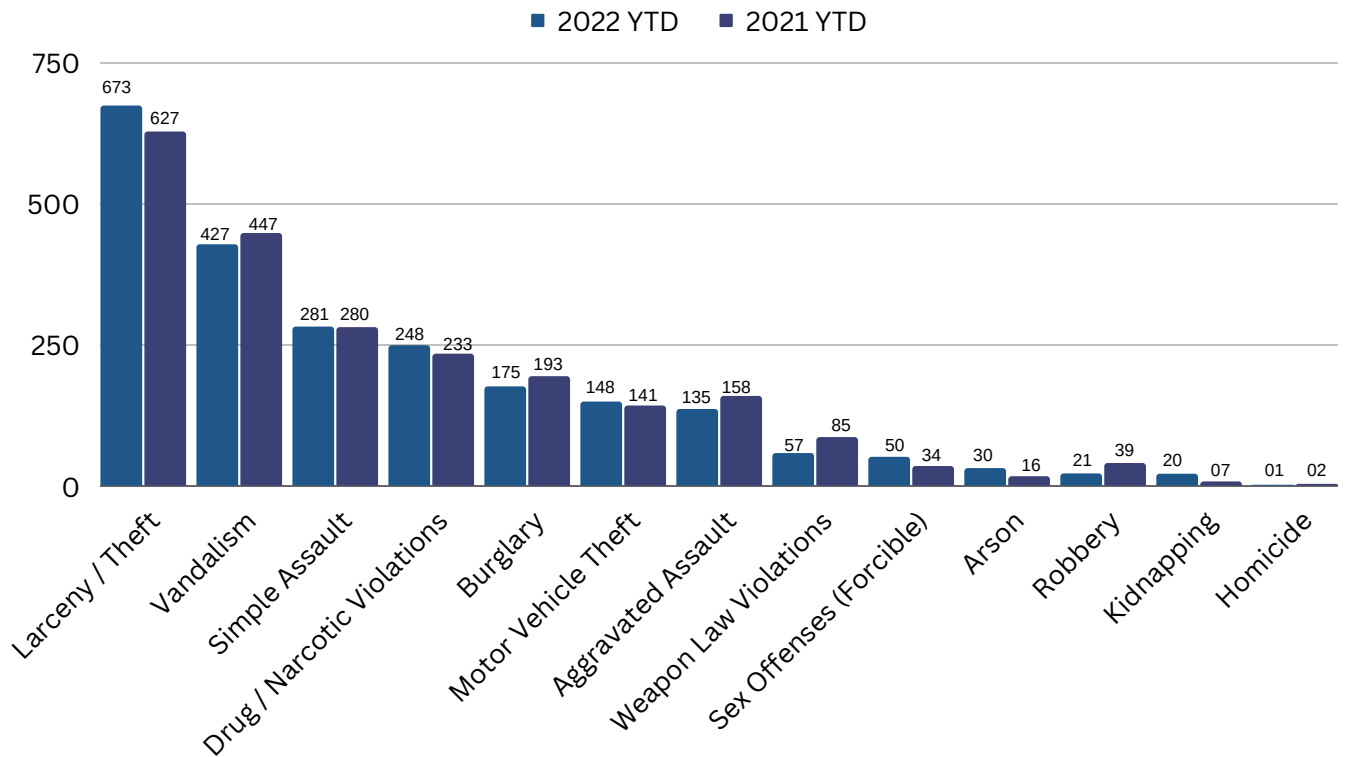
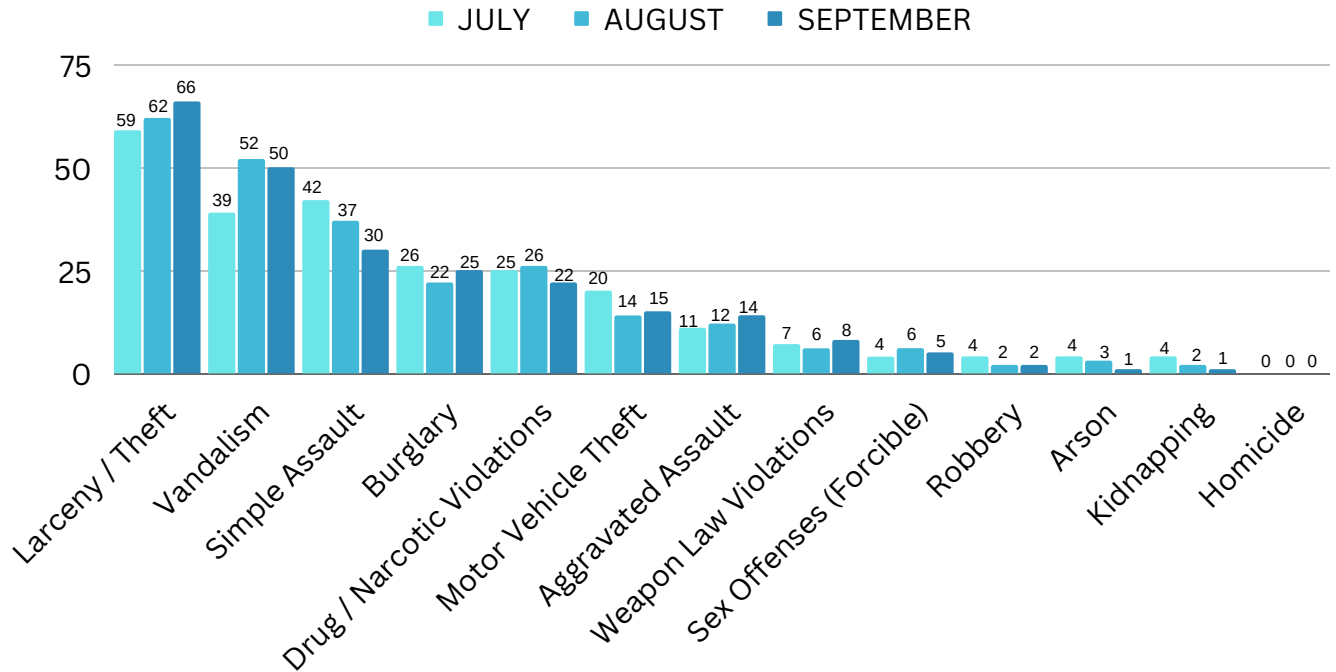


PATROL BUREAU

11

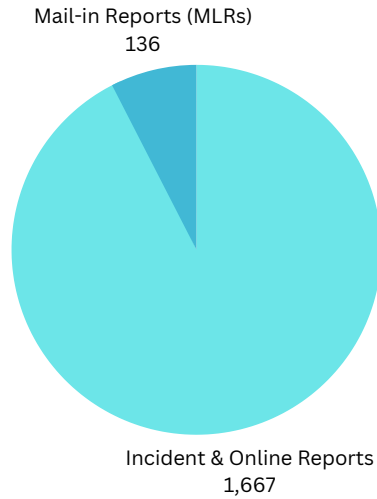
11

CRIME



PATROL BUREAU

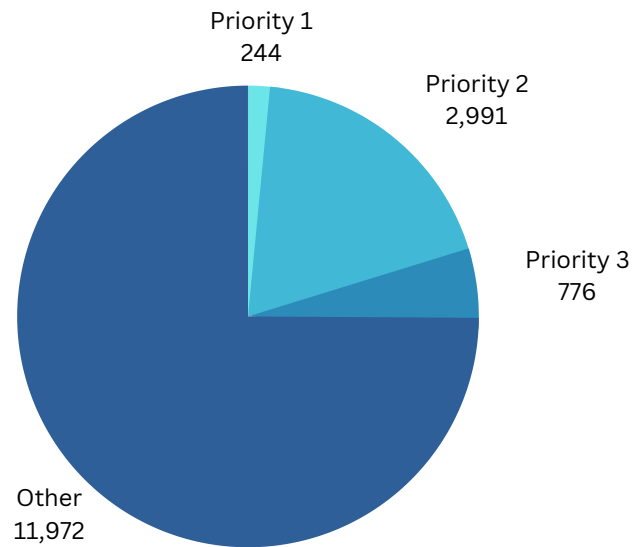
REPORTS



TOTAL REPORTS
2022 YTD:
5,697

TOTAL REPORTS
2021 YTD:
6,586

CALLS FOR SERVICE

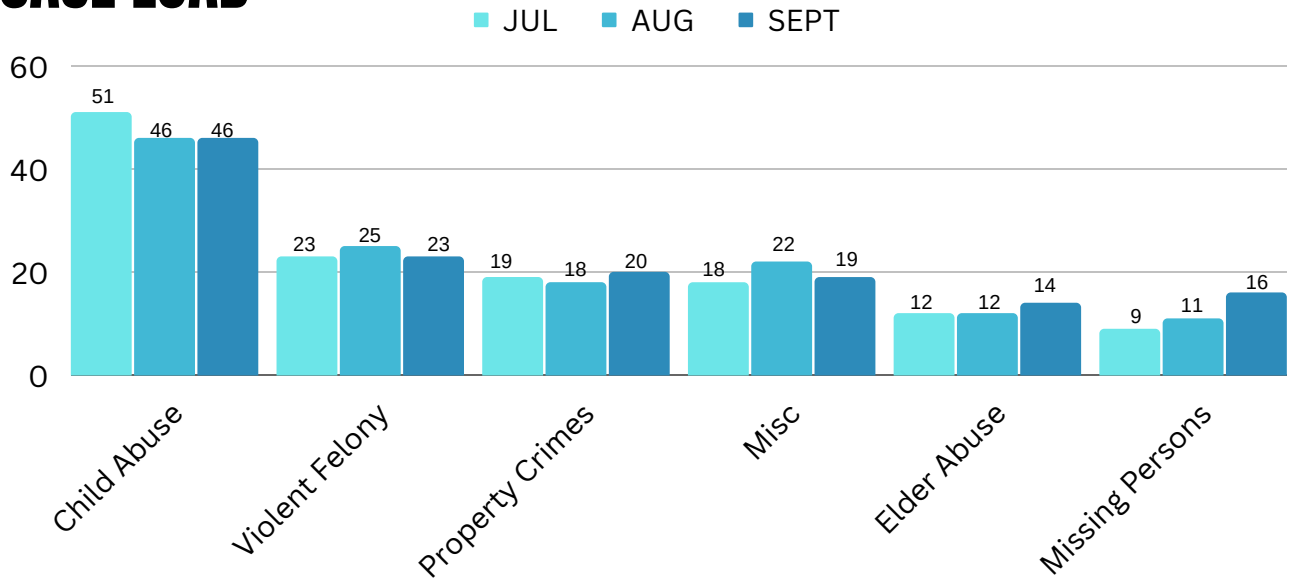


AVERAGE RESPONSE TIMES	3RD QTR.	*TIME IN CUE	2021 3RD QTR.
Priority 1	9:31	4:40	8:22
Priority 2	14:02	7:49	12:27
Priority 3	23:39	12:52	19:18

**Time in Cue = Waiting for an officer to become available to Dispatch to call.*

INVESTIGATIONS BUREAU

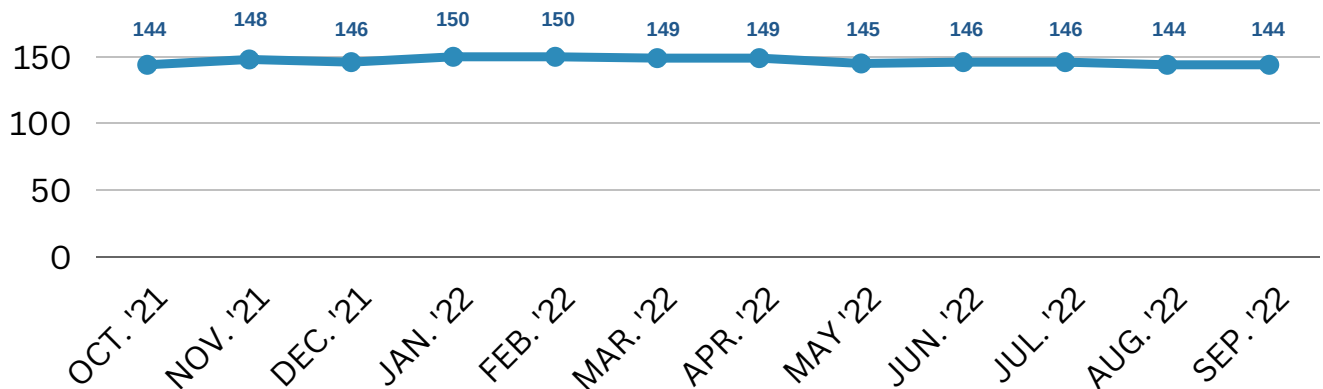
CASE LOAD



CASE STATUSES

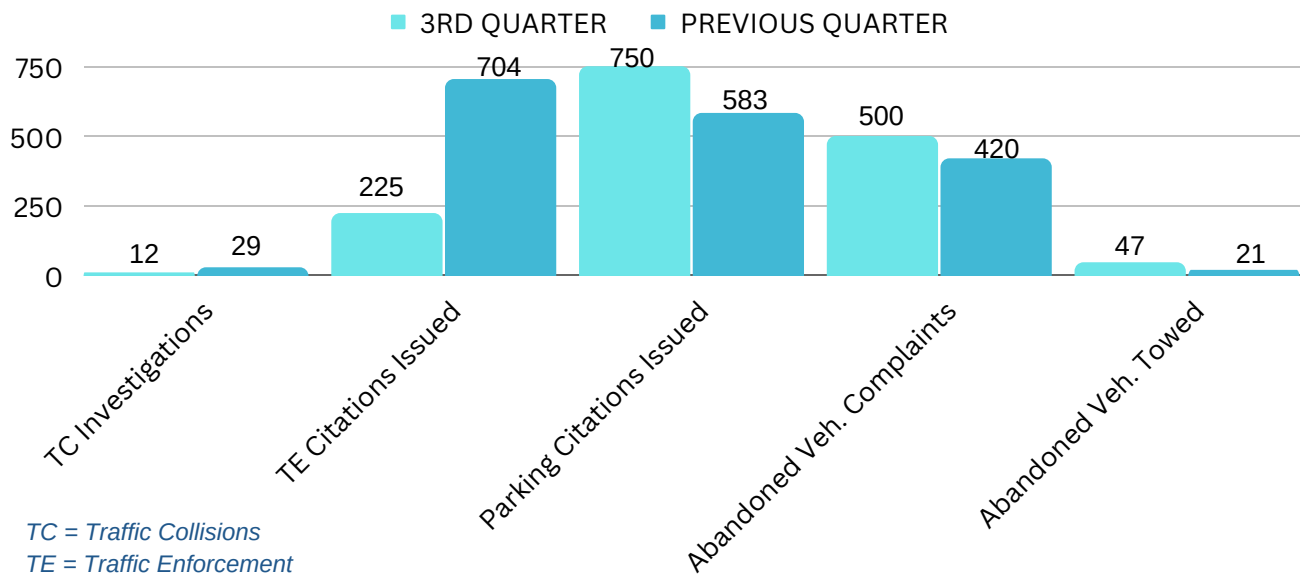
	NEW CASES	CLEARED CASES	TOTAL ACTIVE CASES
July	23	15	132
August	19	16	134
September	22	16	138

290 REGISTRANT ACTIVITY



COMMUNITY RELATIONS BUREAU

TRAFFIC UNIT



SCHOOL RESOURCE OFFICERS

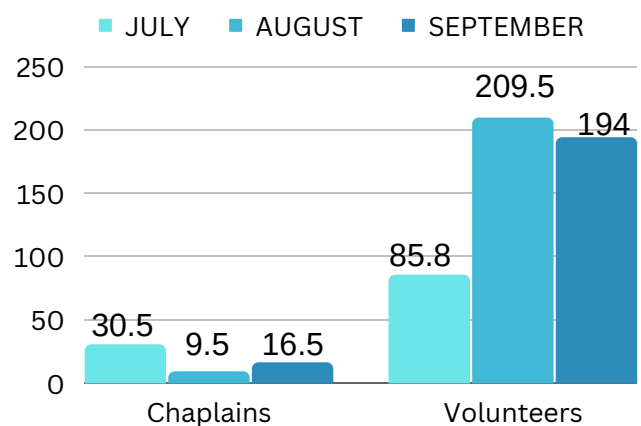
During the third quarter of 2022, the SRO's taught 16 GREAT classes to 7th graders. Three additional GREAT instructors recently attended training and are teaching classes. A second SRO attended ALICE (Active Shooter Response) certification training and will begin instructing school site staff. ALICE training has been provided at WJUSD sites, local businesses and local preschools.

Over the summer, the SRO's organized and ran the Police Activities League (PAL) kids summer camp that served nearly 100 students between 1st and 8th grade. 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.

VOLUNTEERS IN POLICING

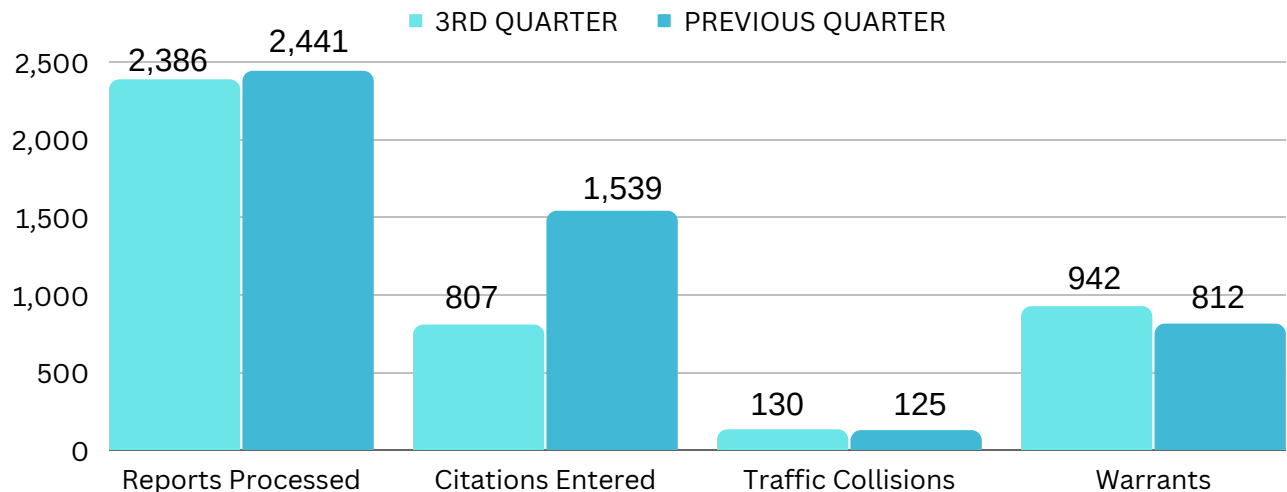
**TOTAL 3RD QTR.
VOLUNTEER HOURS:
545.8**

TOTAL HOURS FOR 2022: 1,373.5



COMMUNITY RELATIONS BUREAU

RECORDS DIVISION



COMMUNITY PROGRAMS / OUTREACH

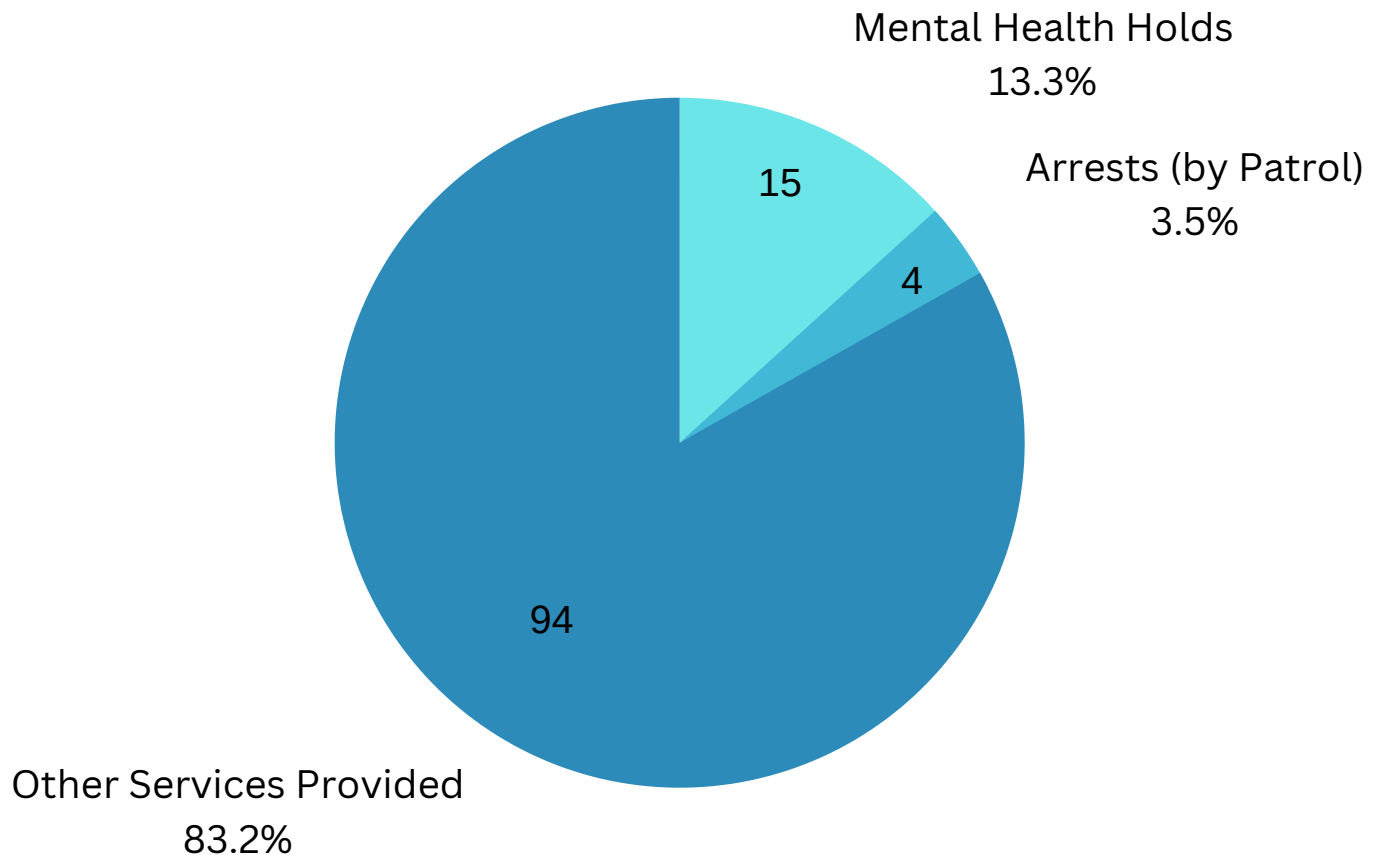
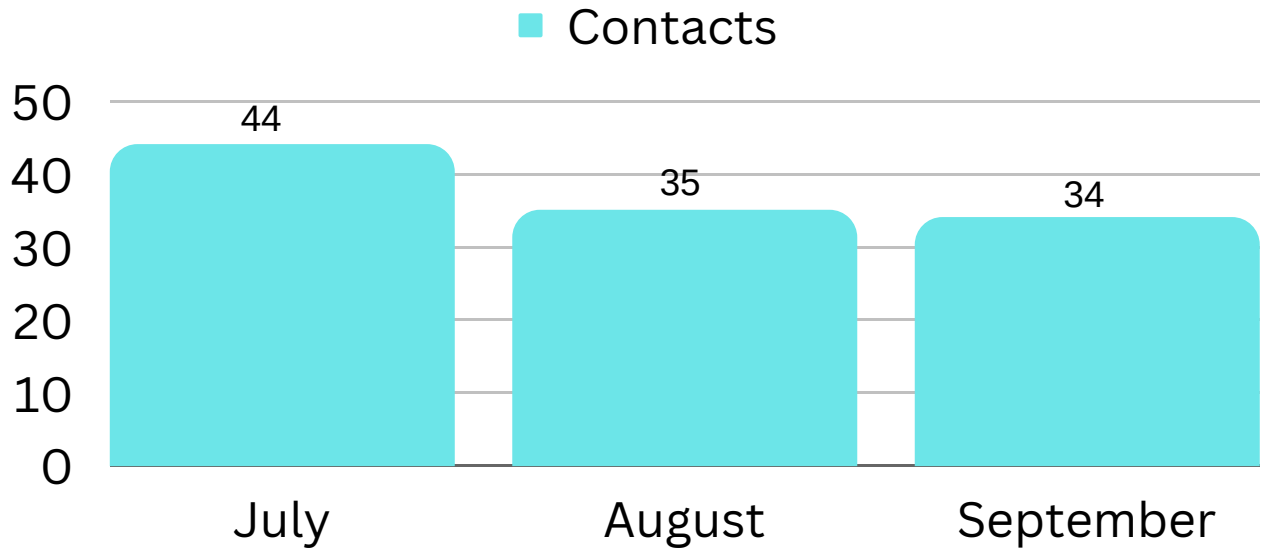
- Chief's Advisory Board
- UNIDOS
- Volunteers-in-Policing
- Policing 101 Class Series
- Coffee with a Cop
- Neighborhood Santa
- Neighborhood Watch
- Security Camera Registry And Mapping Program (S.C.R.A.M.)
- Special Needs Alert Program (S.N.A.P.)
- Vacation Home Checks
- You Are Not Alone (Y.A.N.A)
- Crime Free Multi-Housing Program
- Safe Place Hate Crime Reporting Initiative

YOUTH PROGRAMS / OUTREACH

- Explorer Program
- Gang Resistance Education and Training (G.R.E.A.T.)
- Woodland Police Activities League
- Youth Community Police Academy (YCPA)
- Youth Police Advisory Council (YPAC)

COMMUNITY RELATIONS BUREAU

CO-RESPONDER PROGRAM





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.9
SUBJECT: Second Reading and Adoption of Ordinance relating to Appointment, Removal, and Duties of the Mayor and Mayor Pro Tempore

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1696, amending Chapter 2.08 (Mayor and Mayor Pro Tempore of Title 2 (Administration) of the City of Woodland Municipal Code relating to Appointment, Removal, and duties of the Mayor and Mayor Pro Tempore.

Staff Contact

Ken Hiatt, City Manager – (530) 661-5802, ken.hiatt@cityofwoodland.org

Background

At the May 18, 2021 City Council meeting, Council introduced and waived the first reading of an ordinance amending Chapter 2.08 (Mayor and Mayor Pro Tempore of Title 2 (Administration) of the City of Woodland Municipal Code relating to Appointment, Removal, and duties of the Mayor and Mayor Pro Tempore. Due to an administrative oversight, the second reading and adoption of the ordinance did not come back to the Council. There is no statutory time limit by which the ordinance must be adopted. The only legal requirements for ordinances are that they be adopted at least 5 days after introduction and must be adopted at a regular meeting or an adjourned regular meeting.

Discussion

Chapter 2.08 of the Municipal Code prescribes the process for appointment of the Mayor and Mayor Pro Tempore. As written, staff feels the language provides the Council the flexibility to order the rotation as they choose. However, the Council approved the incorporation of language to help clarify the Council's original intent for the rotation to provide each Council Member the opportunity to serve as Mayor. Additionally, with amendments to the Municipal Code, Council adopted the attached Resolution establishing the intended Mayor and Mayor Pro Tempore rotation through 2030, allowing two full rotations through the Districts. This rotation sequence built off the prior appointments and avoids a situation where a council member would not be able to serve as Mayor during their term or be in line to serve as Mayor in their first year of office.

The following highlights the changes to the language in the Ordinance that were introduced and first reading waived at the May 18, 2021 meeting and are being recommended for adoption.

- A. **Title 2 (Administration), Chapter 2.08 (Mayor and Mayor Pro Tempore), Section 2.08.010.**
Section 2.08.010 is hereby amended to read as follows (deletions are made in ~~strikethrough~~, additions are made in underline):

2.08.010 Appointment and removal.

A. During the first City Council meeting following the certification of election results after any general municipal City election at which Council members are elected and during the first City Council meeting in December of every odd year beginning in 2017, the City Council shall meet and designate its

presiding officer who shall have the title of Mayor. The Council member who served as Mayor Pro Tempore in accordance with Section 2.08.030 immediately prior to this meeting shall be designated as Mayor. The Mayor shall serve a term of one year. The Mayor shall serve in this capacity at the pleasure of the City Council.

B. Should the person who was selected as Mayor Pro Tempore in accordance with Section 2.08.030 no longer be a Council member at the time of the above-referenced meeting, the remaining Council members shall select one of their ~~number~~ members to serve as Mayor by a majority vote, in a manner intended to allow each Council member the opportunity to serve as Mayor for one year during their term, to the maximum extent possible. (Prior code § 2-2-3)

B. Title 2 (Administration), Chapter 2.08 (Mayor and Mayor Pro Tempore), Section 2.08.030.

Section 2.08.030 is hereby amended to read as follows (deletions are made in ~~striketrough~~, additions are made in underline):

2.08.030 Mayor Pro Tempore.

At the same meeting at which the Mayor is selected in accordance with Section 2.08.010(A), the City Council shall also designate one of its members as Mayor Pro Tempore, who shall perform the duties of the Mayor during the Mayor's absence or temporary disability. The Mayor Pro Tempore shall be selected from among the Council members on a rotating basis in accordance with their district numbers, in a manner intended to allow each Council member the opportunity to serve as Mayor for one year during their term, to the maximum extent possible. The Mayor Pro Tempore shall serve in this capacity for one year and shall serve at the pleasure of the City Council. (Prior code § 2-2-3)

Conclusion

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1696, amending Chapter 2.08 (Mayor and Mayor Pro Tempore of Title 2 (Administration) of the City of Woodland Municipal Code relating to Appointment, Removal, and duties of the Mayor and Mayor Pro Tempore.

Prepared by: Ken Hiatt, City Manager



Attachments:

1. Ordinance - Chapter 2.08 Mayor and Mayor Pro Tempore
2. Reso_7710 Rotation of Mayor and Mayor Pro Tempore from 2021 through 2030

ORDINANCE NO. 1696

AN ORDINANCE OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING CHAPTER 2.08 (MAYOR AND MAYOR PRO TEMPORE) OF TITLE 2 (ADMINISTRATION) OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO APPOINTMENT, REMOVAL, AND DUTIES OF THE MAYOR AND MAYOR PRO TEMPORE

WHEREAS, Chapter 2.08 of the City of Woodland Municipal Code currently governs the appointment and removal of the role of Mayor and Mayor Pro Tempore from among the members of the City Council, and sets forth the Mayor's duties accordingly; and

WHEREAS, the City Council desires to declare its intent that each member of the Council serve as Mayor during their term, to the extent possible.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Title 2 (Administration), Chapter 2.08 (Mayor and Mayor Pro Tempore), Section 2.08.010. Section 2.08.010 is hereby amended to read as follows (deletions are made in ~~striketrough~~, additions are made in underline):

2.08.010 Appointment and removal.

A. During the first City Council meeting following the certification of election results after any general municipal City election at which Council members are elected and during the first City Council meeting in December of every odd year beginning in 2017, the City Council shall meet and designate its presiding officer who shall have the title of Mayor. The Council member who served as Mayor Pro Tempore in accordance with Section 2.08.030 immediately prior to this meeting shall be designated as Mayor. The Mayor shall serve a term of one year. The Mayor shall serve in this capacity at the pleasure of the City Council.

B. Should the person who was selected as Mayor Pro Tempore in accordance with Section 2.08.030 no longer be a Council member at the time of the above-referenced meeting, the remaining Council members shall select one of their ~~number~~ members to serve as Mayor by a majority vote, in a manner intended to allow each Council member the opportunity to serve as Mayor for one year during their term to the extent possible. (Prior code § 2-2-3)

SECTION 2. Title 2 (Administration), Chapter 2.08 (Mayor and Mayor Pro Tempore), Section 2.08.030. Section 2.08.030 is hereby amended to read as follows (deletions are made in ~~striketrough~~, additions are made in underline):

2.08.030 Mayor Pro Tempore.

At the same meeting at which the Mayor is selected in accordance with Section 2.08.010(A), the City Council shall also designate one of its members as Mayor Pro Tempore,

who shall perform the duties of the Mayor during the Mayor's absence or temporary disability. The Mayor Pro Tempore shall be selected from among the Council members on a rotating basis in accordance with their district numbers, in a manner intended to allow each Council member the opportunity to serve as Mayor for one year during their term, to the maximum extent possible. The Mayor Pro Tempore shall serve in this capacity for one year and shall serve at the pleasure of the City Council. (Prior code § 2-2-3)

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force 30 days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance. This Ordinance shall be posted or published as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 15th day of November 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

RESOLUTION NO. 7710

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING THE SELECTION AND ROTATION OF MAYOR AND MAYOR
PRO TEMPORE FOR 2021 THROUGH 2030**

WHEREAS, California Government Code Section 36801 provides that the Mayor and Mayor Pro Tempore of a general law city is selected by a majority vote of the City Council; and

WHEREAS, said Government Code Section does not require nor provide for any particular procedure for selecting the Mayor; and

WHEREAS, the Woodland City Council, adopted Ordinance No. 1604 on November 15, 2016 and amended the Mayor and Mayor Pro Tempore Selection and Rotation Process, and

WHEREAS, at the December 15, 2020 City Council Meeting, the Woodland City Council designated a Mayor and Mayor Pro Tempore and directed staff to return on January 5, 2021 with further discussion regarding the selection and rotation of Mayor and Mayor Pro Tempore; and

WHEREAS, at the May 18, 2021 City Council Meeting, the Woodland City Council introduced an ordinance to amend the Woodland Municipal Code to further insure an equitable and flexible rotation amongst persons elected to the City Council and that emphasizes the intent for each council member to have the opportunity to serve as Mayor during their term, to the greatest extent possible.

WHEREAS, deviation from a strict sequential rotation based on Council Districts offers rotation options that can extend the period before the rotation would align such that a particular council member would not be afforded the privilege of serving as mayor during their four year term.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland adopts a resolution establishing the Mayor and Mayor Pro Tempore Rotation schedule for 2021 through 2030 as attached in Exhibit 1.

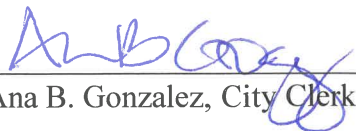
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 18th day of May, 2021, by the following vote:

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



Tom Stallard, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk

Attachment: Exhibit 1 – Mayor Rotation Illustration
Exhibit 2 – Copy of Ordinance No. _____

EXHIBIT 1

**Mayor and Mayor Pro Tempore Rotation
2021-2030**

	MAYOR	MAYOR PRO TEMPORE
2021	District 2	District 5
2022	District 5	District 4
2023	District 4	District 3
2024	District 3	District 1
2025	District 1	District 2
2026	District 2	District 5
2027	District 5	District 4
2028	District 4	District 3
2029	District 3	District 1
2030	District 1	District 2



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.10
SUBJECT: Amendment to the Fleet Services Oil & Gas operating budget and Cooperative Fuel Services Agreement with Interstate Oil

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

- 1) augment the existing cooperative Fuel Services Agreement with Interstate Oil by \$300,000 for a 3 year total Not To Exceed amount of \$1,500,000 through June 30, 2023; and
- 2) increase appropriations to the Equipment Services Fund budget by \$300,000; and
- 3) increase appropriations to the funds listed in Exhibit A to provide revenue to the Equipment Service Fund.

Staff Contact:

Reece Ulrich, Fleet & Facilities Manager, reece.ulrich@cityofwoodland.org

Fiscal Impact:

The City has previously encumbered \$400,000 for FY 2023, and staff anticipates that an additional \$300,000 will be necessary to meet the City's fuel needs through June 2023. If the City Council approves this resolution, the total 3-year contract amount will increase to \$1,500,000. Any unused portion of this year's total \$700,000 encumbrance will be returned to the Equipment Services Fund at the end of FY 2023.

Background:

The City's previous contract with Interstate Oil ended in June 2020. The City entered into a cooperative purchasing bid with Yolo County for fuel services in the spring of 2020. The Yolo County Purchasing Office was the primary coordinator throughout the bidding process. Two proposals were received and Interstate Oil won the bid. The contract and associated budget were based on the cost of fuel at the time (\$3.22) and the previous year's fuel consumption.

Discussion:

The City's contract with Interstate Oil provides discounted fuel for City vehicles at the Pacific Pride locations in Woodland. Typically, a gallon of fuel costs about \$0.30 less for City vehicles filled at Pacific Pride than fuel purchased at retail outlets. The prices are adjusted weekly.

Pacific Pride stations are fully automated, with City staff filling City vehicles using a unique fuel card. The driver also enters their identification number and the vehicle mileage, so all information pertaining to vehicle fuel usage is kept in a single location. This simplifies the tracking and auditing these expenditures. In the 2+ years since the contract was entered into, fuel prices have nearly doubled and vehicle usage has increased notably with post-pandemic projects in full-swing. These changes in conditions have resulted in this request for additional funds.

Conclusion:

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

- 1) augment the existing cooperative Fuel Services Agreement with Interstate Oil by \$300,000 for a 3 year total Not To Exceed amount of \$1,500,000 through June 30, 2023;
- 2) increase appropriations to the Equipment Services Fund budget by \$300,000; and
- 3) increase appropriations to the funds listed in Exhibit A to provide revenue to the Equipment Service Fund.

Prepared by: Reece Ulrich, Fleet & Facilities Manager

Reviewed by: Craig Locke, Public Works Director

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

Ken Hiatt
City Manager

Attachments:

1. FIRST AMENDMENT TO FUEL SERVICES AGREEMENT
2. Exhibit A-Fuel Charges to Other Funds
3. Interstate Augmentation Resolution

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Professional Services Agreement (“First Amendment”) dated as of the _____ day of _____, 20____ is entered into by and between the City of Woodland (“City”) and Interstate Oil, Inc. (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

ARTICLE 2. RECITALS

2.1 City and Contractor entered into that certain Professional Services Agreement dated August 17, 2020 (“Agreement”), whereby Contractor agreed to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the fuel services necessary for the fuel services contract term (“Services”).

2.2 City and Contractor now desire to amend the Agreement to increase the amount of compensation. The total compensation for the First Amendment shall not exceed (\$300,000.00) for a new contract total not to exceed \$1,500,000.00.

ARTICLE 3. TERMS

3.1 Section _____ 3.1 _____ of the Agreement is hereby deleted in its entirety and replaced with a new Section _____ 3.1.1 _____ to read as follows:

3.1.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”B” attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00). Contractor shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

City Of Woodland

Interstate Oil, Inc.

By: _____
Ken Hiatt
City Manager

By: _____
Glen Jager
Woodland Branch Manager

ATTEST:

Ana B. Gonzalez, City Clerk

CONSULTANT PROPOSAL FOR ADDITIONAL WORK

[ATTACH CONSULTANT PROPOSAL]

EXHIBIT A

EQUIPMENT MAINTENANCE FUND		\$4,323
INFORMATION SYSTEMS FUND	\$	367
GENERAL FUND	\$	180,846
MEASURE R	\$	1,824
WATER ENTERPRISE	\$	37,158
SEWER ENTERPRISE	\$	30,670
STORM DRAIN ENTERPRISE	\$	5,704
WASTEWATER PRE-TREATMENT FUND	\$	541
CEMETARY FUND	\$	5,321
RECYLCING FUND	\$	104
GAS TAX FUND	\$	20,595
ENVIRONMENTAL COMPLIANCE FUND	\$	104
GIBSON RANCH L&L	\$	2,678
SPRING LAKE L&L	\$	5,989
SPORTS PARK O&M CFD	\$	1,498
GATEWAY L&L	\$	294
MEASURE F	\$	930
CAPITAL PROJECT MANAGEMENT FUND	\$	1,055
		\$300,000

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE CITY MANAGER TO EXECUTE A 3-YEAR COOPERATIVE FUEL SERVICES
AGREEMENT WITH INTERSTATE OIL**

WHEREAS, the current agreement with Interstate Oil was effective August 2020; and

WHEREAS, the estimated budget and agreement were based on the price of fuel at that time; and

WHEREAS, this cost has doubled while City activities have increased in a post lock down environment;
and

WHEREAS, the City of Woodland wishes augment the Fleet Services Oil & Gas operating budget and Cooperative Fuel Services Agreement with Interstate Oil by \$300,000 for a total Not To Exceed amount of \$1,500,000 through June 2023; and

WHEREAS, the City Council wishes to authorize the City Manager to execute the Fuel Services Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes the City Manager to augment the existing cooperative Fuel Services Agreement with Interstate Oil for cardlock fuel services by \$300,000 for a total Not To Exceed amount of \$1,500,000 through June 30, 2023 1) to increase appropriations to the Equipment Services Fund budget by \$300,000 related to the increase in the fuel contract and 2) to increase appropriations to other funds as reflected in Exhibit A that will be received as revenue into the Equipment Service Fund and make it whole.

PASSED AND ADOPTED by the City Council on this 18th Day of October, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.11
SUBJECT: Second Amendment to the CDBG/HOME Loan Agreement with the Leisureville Community Association, Inc. and Subordination Agreement with Sabal Capital II, LLC

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, (1) approving the Second Amendment to the CDBG/HOME Loan Agreement with the Leisureville Community Association, Inc., to defer repayment of the loan until July 1, 2033, (2) approving a Subordination Agreement with Sabal Capital II, LLC to subordinate the deed of trust and regulatory agreement for the CDBG/HOME Loan to a new senior loan to provide funding for water and wastewater infrastructure improvements to the Leisureville mobile home development, and (3) authorize the City Manager to execute all agreements and documents necessary for the subordination and the changes to the City loan agreement with Leisureville.

Staff Contact:

Dagoberto Fierros, Housing Analyst II – 530-661-2019, Dago.Fierros@cityofwoodland.org

Fiscal Impact:

The proposed Second Amendment will not result in a fiscal impact, but deferring repayment of Leisureville's loan to July 1, 2033 will delay the availability of the loan funds for other affordable housing purposes.

Background:

The City in 1995 provided a \$1,227,381 HOME Investment Partnerships Program (HOME)/Community Development Block Grant (CDBG) housing loan to assist Leisureville, a non-profit owner cooperative, with the purchase of the 150-unit senior citizen Leisureville development located at 1313 East Gibson Road and provided funding for a loan share program which benefits low-income households purchasing membership in the owners' cooperative. Repayment of the loan is deferred for 30 years and the loan agreement includes a residual receipts provision requiring Leisureville to make a payment when a profit is generated from the development. To date, the City has received approximately \$7,000 in residual receipts payments. Along with the loan agreement, the City executed a promissory note, deed of trust, and regulatory agreement. The regulatory agreement requires that at least 76 of the 150 housing units be occupied by lower income households. When a new senior citizen household submits an application to reside at Leisureville, City staff prepares an income determination based on a review of the household's income and asset documents. If the household is found to be low income consistent with current Federal income limits for Yolo County, the household is eligible for the CDBG loan share program to cover the cost of the association purchase and can be counted as a low income household.

Discussion:

Constructed in 1976, Leisureville is responsible for the maintenance of their streets, sewer, and water infrastructure. Most recently, Leisureville has had to tap their capital reserves to replace sewer laterals that service individual housing units (coaches) and repair breaks to sewer mains. In 2020, Leisureville incurred \$11,913.77 in combined sewer and water repair expenses, but these expenses increased to \$102,275 in 2021. This year, to date, the expense has been \$30,351. Challenges for the water system include leaks and the lack of meters for individual water services which complicates Leisureville's efforts to minimize water usage. Efforts to rehabilitate Leisureville's sewer system will require work on the water system because water leaks may undermine the integrity of the sewer system infrastructure. While Leisureville has reserves (capital and

operating) of nearly \$727,602.43, there is a risk that the deterioration of Leisureville's wastewater and water infrastructure will worsen and capital reserves will be exhausted. To address this situation, Leisureville's board of directors have worked with their management agent, TRI Commercial, to explore refinance options in order to pay off their existing principal loan and finance the rehabilitation of their wastewater and water infrastructure.

TRI Commercial has relationships with a number of residential lenders as it has assisted its clients, primarily investor-owned apartment complexes and mobile home parks, obtain refinancing. Leisureville presents a unique challenge because of its non-profit status with a cooperative ownership structure. Initially, TRI Commercial on Leisureville's behalf contacted the current principal lender. While the lender discussed refinancing that would enable Leisureville to rehabilitate its sewer and water systems, the lender subsequently declined to offer a loan. A regional lender from the Sacramento area with some experience in working with nonprofits and affordable housing was also approached, but these efforts did not progress. A third lender, Sabal Capital II, has agreed to refinancing which will enable Leisureville to pay off its existing principal loan and provide loan proceeds of approximately \$3,967,000 that will be used by Leisureville to provide much needed rehabilitation to its sewer and water systems.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, (1) approving the Second Amendment to the CDBG/HOME Loan Agreement with the Leisureville Community Association, Inc., to defer repayment of the loan until July 1, 2033, (2) approving a Subordination Agreement with Sabal Capital II, LLC to subordinate the deed of trust and regulatory agreement for the CDBG/HOME Loan to a new senior loan to provide funding for water and wastewater infrastructure improvements to the Leisureville mobile home development, and (3) authorize the City Manager to execute all agreements and documents necessary for the subordination and the changes to the City loan agreement with Leisureville.

Prepared by: Dago Fierros, Housing Analyst II

Reviewed by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. LCA - City Council Letter
2. Resolution Leisureville Amendment
3. Second Amendment to Leisureville Loan Agreement
4. Subordination Agreement - Leisureville

November 8, 2022

Leisureville Community Association
1313 E. Gibson Rd.
Woodland CA 96776

Woodland City Council
C/O Mr. Dago Fierros
Community Services Department
City of Woodland
2001 East St.
Woodland, CA 95776

Re: Leisureville Community Association

Dear City Council Members:

I would like to confirm with this letter the request made of the City of Woodland by the Leisureville Community Association Board of Directors regarding loans held by the city. As discussed, the board has requested the city's assistance in changing terms of the current loan extended by the city for the purchase of the park.

The association is faced with two major infrastructure replacement projects. Both the sewer system and water delivery systems have exceeded life expectancies and are failing. Individually the systems exceed reserve funds the association has accumulated for these expenses. To complete the replacement of the two systems, the association must look outside to a new loan to finance the projects. The current primary loan through Chase Bank will also be paid off with proceeds.

The bids for the two projects are \$1,429,525 for the sewer system and \$1,641,754 for the water system. The water system replacement will also include installations of individual water meters at the homesites. The association does not have reserves to cover these expenses. The failing sewer system also exposes the association to potential liability if not repaired. Any single or combined incident would render the association insolvent and eliminate housing for the residents of 150 homes.

After consultation with multiple lenders, the association was able to secure the financing needed to complete the needed work. The scheduled repayment of the current second loan held by the City of Woodland in 2025 has provided challenges for an approval but deferring the repayment until 2033 resolves those issues. Additionally, there is a CDBG loan that funds the Share Purchase program to assist low-income buyers purchase the membership in the association that clouds the picture but doesn't preclude an approval.

There is currently a loan available to Leisureville, but it requires changes to the structure of the existing loans from the city. The lender has requested the following actions:

1. Subordinate the deed of trust on the primary city loan.
2. Change the terms of the loan rescheduling repayment from 2025 to 2033.
3. Subordinate the regulatory agreement to the principal financier.

Cooperation from the city on these three items will facilitate successfully securing the needed loan. The continuing responsible financial management of the association will help to stabilize a source of affordable housing for the 55+ year old community. We look forward to a positive outcome partnered with the City of Woodland.

Respectfully,



John Gallagher,
President
TRI Property Management Services, Inc.
As agent for Leisureville Community Association Board of Directors

Cc: William Richter, President - Leisureville Community Association
Karol Munell, Treasurer – Leisureville Community Association
John Gallagher, President - TRI Property Management Services, Inc.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE SECOND AMENDMENT TO THE CDBG/HOME LOAN AGREEMENT
WITH THE LEISUREVILLE COMMUNITY ASSOCIATION, INC. AND SUBORDINATION
AGREEMENT WITH SABAL CAPITAL II, LLC**

WHEREAS, the City in 1995 provided a \$1,227,381 HOME Investment Partnerships Program (HOME)/Community Development Block Grant (CDBG) housing loan to assist Leisureville, a non-profit owner cooperative, with the purchase of the Leisureville development and provided funding for a loan share program which benefits low-income households purchasing membership in the cooperative; and

WHEREAS, Leisureville is in the process of obtaining refinancing in order to pay off its principal loan and generate loan proceeds of approximately \$3,967,000 to cover Leisureville's cost of rehabilitating its sewer and water systems; and

WHEREAS, the new principal lender requires that repayment of the City loan be deferred to July 1, 2033 and that the deed of trust and regulatory agreement recorded for City loan be subordinated to the new principal loan.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby 1) approve the Second Amendment to the CDBG/HOME Loan Agreement with the Leisureville Community Association, Inc., to defer repayment of the loan until July 1, 2033 in substantially the form included with the staff materials accompanying this Resolution, subject to minor changes as approved by the City Manager in consultation with the City Attorney, (2) approve a Subordination Agreement with Sabal Capital II, LLC to subordinate the deed of trust and regulatory agreement for the CDBG/HOME Loan to a new senior loan to provide funding for water and wastewater infrastructure improvements to the Leisureville mobile home development in substantially the form included with the staff materials accompanying this Resolution, subject to minor changes as approved by the City Manager in consultation with the City Attorney, and (3) authorize the City Manager to execute all agreements and documents necessary for the subordination and amendments to the City loan agreement with Leisureville.

PASSED, APPROVED AND ADOPTED this 15th day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

SECOND AMENDMENT TO THE CDBG/HOME LOAN AGREEMENT

This **SECOND AMENDMENT TO THE CDBG/HOME LOAN AGREEMENT** (this "Second Amendment"), dated for purposes of identification on this ___ day of _____, 2022, is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation ("WOODLAND"), and **LEISUREVILLE COMMUNITY ASSOCIATION, INC.**, a California non-profit public benefit corporation ("BORROWER"), in order to revise Section 2.7 (Term and Repayment Schedule) of the CDBG/HOME Loan Agreement executed on April 7, 1995 (the "Loan Agreement"), as amended by the Agreement Amendment dated June 27, 2018.

1. Section 2.7(a) of the Loan Agreement is hereby revised to read in its entirety as follows "The Loan and this Agreement shall have a term (the "Term") that expires on July 1, 2033." Except as amended by this Second Amendment, all other provisions of the Loan Agreement shall remain in full force and effect.
2. Concurrently with the execution of this Loan Agreement, Borrower shall execute an Amended and Restated Promissory Note in the form attached hereto as Exhibit A, to reflect the amended Term of the Loan Agreement as set forth herein.
3. Concurrently with the execution of this Loan Agreement, Borrower shall execute a First Amendment to Regulatory Agreement in the form attached hereto as Exhibit B, to extend the Term of the Regulatory Agreement to be coterminous with the extended Term of the Loan Agreement as set forth herein. The First Amendment to Regulatory Agreement shall be recorded in the Official Records of Yolo County following its execution by both Parties.

[Agreement continued on following page]

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

"WOODLAND"

CITY OF WOODLAND a municipal corporation

Date: _____

By: _____

Ken Hiatt, City Manager

ATTEST:

By: _____

Ana Gonzalez, City Clerk

"BORROWER"

LEISUREVILLE COMMUNITY ASSOCIATION

a California non-profit public benefit corporation

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Amended and Restated Promissory Note

\$1,227,381

Woodland, California

_____, 2022

FOR VALUE RECEIVED, Leisureville Community Association, Inc., a California nonprofit public benefit corporation (“Borrower”), promises to pay to the City of Woodland, a municipal corporation (the “City”), or order, the principal sum of One Million Two Hundred Twenty-Seven Thousand Three. Hundred Eighty-One Dollars (\$1,227,381), pursuant to Article 1 of the Loan Agreement (as defined below). The outstanding principal balance of the Loan shall accrue simple interest at the rate of three percent (3%) per annum.

1. Amended and Restated Promissory Note. This Amended and Restated Promissory Note is being executed by Borrower in favor of the City pursuant to that certain Second Amendment to the CDBG/HOME Loan Agreement dated _____, as an extension of the Term of the Loan, and shall amend, supersede and replace in its entirety that certain Promissory Note executed by Borrower in favor of the City and dated as of April 7, 1995.

2. Term. The term of the Loan to be repaid pursuant to this Amended and Restated Promissory Note (the “Term”) began on April 7, 1995 and shall terminate upon repayment in full of the debt evidenced by this Note, which full repayment is due on July 1, 2033.

3. Payment. Principal and interest shall be payable in the manner set forth in the Loan Agreement.

4. Prepayment. Borrower shall have the right to prepay all or a portion of the principal and interest due under this Note without any charge or penalty being made therefor.

5. Loan Agreement: Deed of Trust. This Note is made pursuant to a CDBG/HOME Loan Agreement dated April 7, 1995 herewith by and between Borrower and the City, as amended by the Amendment Agreement dated June 17, 2018 and the Second Amendment to the CDBG/HOME Loan Agreement dated _____ (collectively, the “Loan Agreement”), and a Regulatory Agreement dated April 7, 1995 herewith by and between Borrower and the City, as amended by the First Amendment to the Regulatory Agreement dated _____ (collectively, the “Regulatory Agreement”). This Note is secured by a Deed of Trust dated April 7, 1995 and recorded in the Official Records of Yolo County as Document No. 95-0007561-00 (the “Deed of Trust”). Unless defined in this Note, all capitalized terms in this Note have the meaning provided in the Loan Agreement.

6. Acceleration. Upon the occurrence of a Default (as defined in the Loan Agreement), the City shall have the right to accelerate the debt evidenced by this Note and declare all of the unpaid principal and interest, if any, immediately due and payable. Any failure by the City to pursue its legal and equitable remedies upon Default shall not constitute a waiver of the City’s right to declare a Default and exercise all of its rights under this Note, the Deed of

Trust, and the Loan Agreement. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining payment owed.

7. No Offset. Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

8. Waiver: Attorneys' Fees. Borrower, for itself, its heirs, legal representatives, successors and assigns, respectively, waives diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waives any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

9. Manner and Place of Payment. All payments of principal and interest and any late charge due under this Note, as well as any additional payments set forth in the Deed of Trust, shall be payable in lawful money of the United States of America at the office of the City of Woodland, City Hall, Woodland, California 95695, or such other address as the City may designate in writing.

10. Non-Recourse. The City's sole recourse in the event of a Default shall be to the Property.

Leisureville Community Association, Inc., a California
nonprofit public benefit corporation

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT B

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Woodland
300 First Street
Woodland, CA 95060
Attn: City Manager

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

FIRST AMENDMENT TO REGULATORY AGREEMENT (Leisureville Mobilehome Park)

This First Amendment to Regulatory Agreement (the “First Amendment”) is made as of _____, 2022 by and between the City of Woodland, a California municipal corporation (“City”), and Leisureville Community Association, Inc., a California non-profit public benefit corporation (the “Cooperative”), with reference to the following facts:

RECITALS

A. City and Cooperative entered into that certain Regulatory Agreement dated and recorded April 7, 1995 as Document No. 95-0007558-00 (“Regulatory Agreement”) in the official records of the County of Yolo, in connection with a CDBG/HOME Loan Agreement dated April 7, 1995 by and between the City and Cooperative (the “Loan Agreement”), the Promissory Note dated April 7, 1995 (the “Promissory Note”) evidencing the Loan Agreement, and the Deed of Trust dated April 7, 1995 (the “Deed of Trust”) securing the Promissory Note.

B. Cooperative is obtaining or has obtained a loan in the original principal amount of \$3,967,000.00 (the “Senior Loan”) from Sabal Capital II, LLC, a limited liability company organized and existing under the laws of Delaware (the “Senior Lender”).

C. As a condition of the Senior Loan, the Senior Lender is requiring that the City extend the maturity date for the City’s loan made pursuant to the Loan Agreement (the “Subordinate Loan”) to come due after the Senior Loan comes due.

D. In order to extend the maturity date of the Subordinate Loan, the City and Cooperative have amended the Loan Agreement and Promissory Note to extend the maturity date of the Subordinate Loan to July 1, 2033.

E. City and Cooperative now desire to extend the term of the Regulatory Agreement to be coterminous with the extended maturity date for the Subordinate Loan.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this First Amendment in their entirety by this reference.

Amendment to Regulatory Agreement. Section 3 (Term of Agreement) of the Regulatory Agreement shall be amended to read in its entirety as follows:

“This Regulatory Agreement shall become effective as of the date of this Regulatory Agreement and shall run with the land and remain in effect until July 1, 2033, regardless of any assignment, payment, prepayment, expiration, or extinguishment of the Loan or Note, any reconveyance of the Deed of Trust, or any conveyance or transfer of any portion of the Property.”

No Other Modifications. Except as specifically provided herein, all terms and conditions of the Regulatory Agreement shall remain in full force and effect, without waiver or modification.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
FIRST AMENDMENT TO REGULATORY AGREEMENT
(Leisureville Mobilehome Park)

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first written above.

CITY:

City of Woodland, a municipal corporation

By: _____

Its: _____

COOPERATIVE:

Leisureville Community Association, Inc., a
California nonprofit public benefit corporation

By: _____

Its: _____

Prepared by, and after recording
return to:
Moss & Barnett (BAGL)
A Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 3-15-2022)

Freddie Mac Loan No. 504616722
Property Name: Leisureville Mobile Home Park

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 3-15-2022)

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into as of _____, 2022, by and between (i) Sabal Capital II, LLC, a limited liability company organized and existing under the laws of Delaware (“**Senior Lender**”) and (ii) City of Woodland, California, a municipal corporation (“**Subordinate Lender**”).

RECITALS

- A. Leisureville Community Association, Inc., a nonprofit corporation organized under the laws of California (“**Borrower**”) is the owner of certain land located in Yolo County, California, described in Exhibit A (“**Land**”). The Land is improved with a ~~multifamily rental housing project~~ **Manufactured Housing Community** (“**Improvements**”).
- B. Senior Lender has made or is making a loan to Borrower in the original principal amount of \$3,967,000.00 (“**Senior Loan**”) upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of _____, 2022 between Senior Lender and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date of the Senior Loan Agreement (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the “**Mortgaged Property**.”
- C. Pursuant to a CDBG/HOME Loan Agreement dated as of April 7, 1995, between Subordinate Lender and Borrower as amended by that certain Amendment Agreement dated June 27, 2018 and further amended by that certain Second Amendment to the CDBG/HOME Loan Agreement dated as of _____, 2022 (collectively, the “**Subordinate Loan Agreement**”), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of \$1,227,381.00 (“**Subordinate Loan**”). The Subordinate Loan is or will be secured by a Deed of Trust and Security Agreement dated as of April 7, 1995 (“**Subordinate Mortgage**”) encumbering all or a portion of the Mortgaged Property.
- D. The Senior Mortgage is recorded in the Yolo County Recorder’s Office (“**Recording Office**”) at _____. The Subordinate Mortgage is recorded in the Recording Office at Document No. 95-0007561-00.
- E. The execution and delivery of this Agreement is a condition of Senior Lender’s making of the Senior Loan.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms “**Condemnation**,” “**Imposition Deposits**,” “**Impositions**,” “**Leases**,” “**Rents**” and “**Restoration**,” as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

“**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term “Borrower” will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

“**Casualty**” means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

“**Enforcement Action**” means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

“**Enforcement Action Notice**” means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate

Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

“Lien” means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

“Loss Proceeds” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“Notice” means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

“Regulatory Agreement” means the Regulatory Agreement (Leisureville Mobile Home Park) between Borrower and Subordinate Lender dated April 7, 1995 and recorded as Document No. 95-0007558-00 in the Recording Office of Yolo County, California, as amended by that certain First Amendment to Regulatory Agreement (Leisureville Mobile Home Park) between Borrower and Subordinate Lender dated _____, 2022 and recorded concurrently with this Agreement.

“Senior Indebtedness” means the “Indebtedness” as defined in the Senior Loan Agreement.

“Senior Lender” means the “Lender” as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

“Senior Loan Documents” means the “Loan Documents” as defined in the Senior Loan Agreement, as such documents may be amended.

“Senior Mortgage Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Agreement.

“Senior Note” means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

“Subordinate Indebtedness” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

“Subordinate Lender” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Documents” means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

“Subordinate Mortgage Default” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

“Subordinate Note” means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

“Surplus Cash” means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Deposits.
- (b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender’s Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
 - (ii) No Subordinate Mortgage Default has occurred and is continuing.
 - (iii) The current unpaid principal balance of the Subordinate Indebtedness is \$1,227,381.
 - (iv) No scheduled payments under the Subordinate Note have been prepaid.
- (b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:
 - (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.

(ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.

(iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

(a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.

(b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

(c) Payments Before Senior Loan Default. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.

(d) Payments After Senior Loan Default or Bankruptcy.

(i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.

(ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:

(A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.

- (B) Any proceeds from any Enforcement Action.
- (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.
- (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.
- (e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

- (a) Notice of Subordinate Loan Default and Cure Rights.
 - (i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
 - (ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:
 - (A) Discontinues its pursuit of any cure.

- (B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.
 - (iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.
 - (iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.
- (b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.
- (i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).
 - (ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:
 - (A) The expiration of such 90-day period or such longer period as provided in Section 4(a).
 - (B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.
 - (iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.
 - (iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate

Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

- (c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

- (a) Notice of Senior Loan Default and Cure Rights.
 - (i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.
 - (ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.
 - (iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.
 - (iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate

Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

- (i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:
 - (A) To conduct a separate sale of any portion of the Mortgaged Property.
 - (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
 - (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines. Subordinate Lender waives to the fullest extent permitted by law any and all benefits under California Civil Code Sections 2845, 2849 and 2850.
- (ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:
 - (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
 - (B) Modify or amend in any respect any provision of the Senior Loan Documents.
 - (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

- (c) Termination Upon Foreclosure. The lien of the Subordinate Loan Documents will automatically terminate upon the acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
- 6. **Conflicts.** If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:
 - (a) Extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default.
 - (b) Give Borrower the right to receive notice of any Senior Loan Default or Subordinate Loan Default, other than that, if any, provided, respectively under the Senior Loan Documents of the Subordinate Loan Documents.
 - (c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.
- 7. **Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**
 - (a) Insurance.
 - (i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.
 - (ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.
 - (iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.
 - (b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.
- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.
- (iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.
- (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.
- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.

- (d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.
 - (e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.
 - (f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).
 - (g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.
 - (h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.
8. **Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and

covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

- 9. Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

10. Notices.

- (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

Attention: _____

Notices intended for Subordinate Lender will be addressed to:

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

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Miscellaneous Provisions.

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise. This Agreement may be assigned at any time by Senior Lender to any subsequent holder of the Senior Note.
- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.
- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
 - (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.
 - (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.
 - (iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

- (iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.
- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

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

SENIOR LENDER:

Sabal Capital II, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

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.

[illegible]

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

[The remainder of this page intentionally left blank; signature page follows.]

City of Woodland, California,
a municipal corporation

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
COUNTY OF YOLO) SS

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

[The remainder of this page intentionally left blank; signature page follows.]

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated _____, 2022 by and between Sabal Capital II, LLC, a Delaware limited liability company and City of Woodland, California, a municipal corporation and consents to the agreement of the parties set forth in this Agreement.

Leisureville Community Association, Inc.,
a California nonprofit corporation

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

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.

[illegible]

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

EXHIBIT A

LEGAL DESCRIPTION

The West ½ of the Southeast Quarter of the Southwest Quarter of Section 33, Township 10 North, Range 2 East, M. D. B. & M.

Assessors Parcel No. 066-200-02



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.12
SUBJECT: Amendment #1 to the SLIF Reimbursement Agreement with Lennar Homes of California, LLC for Heidrick Ranch Phase 2 & 3 (SM4986)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving Amendment #1 to the agreement regarding reimbursement of Spring Lake Specific Plan improvements for Subdivision #4986; and authorizing the City Manager to sign the Amendment on behalf of the City.

Staff Contact:

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

Fiscal Impact:

There is no impact to the City budget. All reimbursements/credits are handled through the Spring Lake Infrastructure Fee (SLIF) program.

Background:

On July 7, 2015, City Council approved final subdivision map 4986, Heidrick Ranch Phase 2 & 3, consisting of 99 single-family lots, and a Subdivision Improvement Agreement. At the same time, City Council approved a SLIF Reimbursement Agreement for SLIF eligible cost at a total estimated value of \$1,888,278, and authorized a 15% contingency.

On April 2, 2019, the City Council accepted improvements for the subdivision. These improvements included certain SLIF funded backbone improvements. SLIF eligible improvements for this project included Farmer's Central Road, Pioneer Avenue Widening, and Harry Lorenzo Ave (water & storm drain only) improvements within the project frontage limits.

Subsequent to acceptance of the improvements, Lennar Homes of California submitted documentation of their SLIF reimbursable expenses in the form of construction contracts, contractor invoices, and cancelled checks. The total cost actually expended by Lennar exceeds the amount listed in the original SLIF Agreement by more than the authorized contingency amount.

Discussion:

The SLIF reimbursement agreement states that the Developer will be reimbursed at actual costs pending submission of evidence of expenses related to SLIF eligible infrastructure. When the original agreement was drafted in 2015, the SLIF costs were based on estimated construction costs provided by the Developer's engineer. The standard practice for a developer to obtain reimbursement involves reconciling their actual costs at the end of the project and amending the Reimbursement Agreement to document the final agreed upon costs. When the amount is greater than the contingency approved by council, the amendment returns to council. In this case, the SLIF reimbursable amount is being revised from \$1,888,278 to \$2,619,155.87.

There are several key reasons for the cost overruns of the original agreement amount. First, the original agreement incorrectly stated a 7% soft cost reimbursement. The standard protocol is to reimburse soft costs at 24% of construction costs. Second, the cost for concrete masonry walls was much more than originally estimated. Third, there were several errors in the original SLIF estimate where eligible items were left off the

estimate that should have been included, and vice versa. Finally, SLIF eligible change orders were valued at approx. \$120,000. The final amount agreed upon by City staff and Lennar is the result of many months of scrutinizing documentation to reconcile the actual costs.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving Amendment #1 to the agreement regarding reimbursement of Spring Lake Specific Plan improvements for Subdivision #4986; and authorizing the City Manager to sign the Amendment on behalf of the City.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. SM 4986_SLIF Amendment #1
3. Subdivision 4986 Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT 1 TO AN AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS FOR
SUBDIVISION 4986 WITH LENNAR HOMES OF CALIFORNIA, LLC.**

WHEREAS, on July 7, 2015, the City Council approved the final map 4986 (Heidrick Ranch Phase 2 & 3), which created 99 single-family lots in the Spring Lake Specific Plan (“Map”); and

WHEREAS, Lennar Homes of California, LLC constructed civil improvements that are reimbursable through the Spring Lake Infrastructure Fee (SLIF) financing program; and

WHEREAS, also on July 7, 2015, the City Council approved the original SLIF Reimbursement Agreement with Lennar Homes for subdivision 4986; and

WHEREAS, on April 2, 2019, the City Council accepted improvements for the subdivision as complete; and

WHEREAS, Lennar Homes of California, LLC has submitted documentation of actual costs for the construction of the improvements eligible for reimbursement through the SLIF; and

WHEREAS, City staff has reviewed the documentation and determined the actual final costs of improvements; and

WHEREAS, Lennar Homes and the City desire to amend the SLIF Reimbursement Agreement to reflect actual costs of construction.

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

Section 1. The City Council hereby approves Amendment 1 to the Subdivision 4986 Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement and authorizes the City Manager to sign the document on behalf of the City.

Section 2. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Lennar Homes of California, LLC or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

Section 3. The adoption of this resolution shall not be deemed to cure any breach by Lennar Homes of California or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 18th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**AMENDMENT 1 TO
AGREEMENT REGARDING REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN
IMPROVEMENTS FOR SUBDIVISION 4986**

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Agreement Regarding Reimbursement of Spring Lake Specific Plan Improvements dated July 7, 2015 is entered into as of the ____ day of _____, 2022 (“Effective Date”) by and between Lennar Homes of California, a California Corporation, with its principal office located at 1025 Creekside Ridge Drive Ste 240, Roseville, CA 95678 (“Developer”), and the City of Woodland, a California municipal corporation (“City”).

ARTICLE 2. RECITALS

2.1 City and Lennar Homes of California entered into that certain Reimbursement Agreement dated July 7, 2015 (“Agreement”), whereby City agreed to reimburse Spring Lake Specific Plan Improvements.

2.2 City and Lennar Homes of California now desire to amend the Agreement to include additional compensation for actual costs for SLIF eligible expenses exceeding the original estimate; more particularly described in the Reimbursement Schedule attached as EXHIBIT A; and Lennar Homes’ Reimbursement Summary incorporated by this reference and on file with the City of Woodland at City Hall, 300 First Street, Woodland CA, 95695.

ARTICLE 3. TERMS

3.0 Section 3.0 Purchase Price of the Agreement is hereby deleted in its entirety and replaced with a new Section 3.0 Purchase Price to read as follows:

The total purchase price for the improvements is Two Million Six Hundred Nineteen Thousand One Hundred Fifty-five & 87/00 Dollars (\$2,619,155.87) (“Purchase Price”). Reimbursement shall be for actual costs incurred subject to submission of documentation approved by the City Engineer. Reimbursement shall be processed by the City within 90 days of acceptance of improvements and submission of supporting document by the Developer, which is

on file with the City.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

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

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

CITY OF WOODLAND

LENNAR HOMES OF CALIFORNIA

By: _____
City Manager

by: _____
Signature
Larry Gueho
Print Name
VP
Title

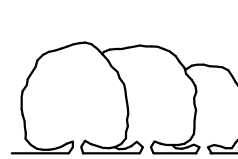
ATTEST:

City Clerk

EXHIBIT A

IMPROVEMENTS TO BE REIMBURSED FROM THE SPRING LAKE INFRASTRUCTURE FEE

SLIF Reimbursement Schedule		
Item No.	Construction Item Description	Actual Verified Cost
A-I	Phase 2 In-tract Improvements	\$3,850.00
C-I	FCR - Grading	\$2,814.00
C-II	FCR - Street Work & Concrete	\$135,505.00
C-III	FCR - Storm Drain	\$638,758.00
C-IV	FCR - Water	\$11,346.00
C-V	FCR - Sewer	\$84,098.00
C-VII	FCR - Traffic Signals	\$67,500.00
C-IX	FCR - Joint Trench	\$37,169.47
C-X	FCR - Landscaping	\$138,501.00
D-III	HLA - Storm Drain	\$82,440.00
D-IV	HLA - Water	\$35,586.00
E-I	Pioneer Ave - Grading	\$45,275.00
E-II	Pioneer Ave - Street Work & Concrete	\$276,098.00
E-III	Pioneer Ave - Storm Drain	\$45,305.00
E-IV	Pioneer Ave - Water	\$32,575.00
E-V	Pioneer Ave - Joint Trench	\$12,232.00
E-VI	Pioneer Ave - Landscape & Walls	\$408,310.00
F-I	Pioneer Transition - Grading	\$7,451.00
F-II	Pioneer Transition - Street Work	\$47,409.00
Subtotal		\$2,112,222.47
G-I	Soft Costs (Fixed at 24%)	\$506,933.39
Total Reimbursement		\$2,619,155.87



City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

To Sacramento →

I-5



Main Street

East Main Street

College Street

East Street

Bourne Drive

Gibson Road

Harry Lorenzo Ave

Pioneer Avenue

East Gibson Road

Farmers Central Road

**HEIDRICK RANCH PH 2 & 3
SUBDIVISION MAP #4986**

HWY 113

→ To Davis

Hunt Street

Parkland Avenue

Heritage Parkway



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.13
SUBJECT: Woodland Public Library Mobile Library

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing 1) the purchase of a customized Freightliner M2 Mobile Library for the Library Department for a total purchasing price of \$649,951; and 2) Approve the bid award to Techops Specialty Vehicles; and 3) a budget appropriation of \$375,835 from the Library Trust Fund (917) and \$274,116 from Measure R Fund (102).

Staff Contact:

Greta Galindo, Library Services Manager, (530) 661-5980, greta.galindo@cityofwoodland.org

Fiscal Impact:

Funding for the mobile library includes \$121,000 in grant funds from the California State Library; \$254,835 from the Priscilla H Gordon Trust bequeathed to the Woodland Public Library Board of Trustees, with the remaining balance of \$274,116 from Measure R Fund (102).

There is no fiscal impact on staffing and operations of the mobile library beyond what has already been approved in the current year's budget.

Background:

The City of Woodland is 15.4 sq. miles with a single library location that is no longer centrally located for many residents. The Library seeks to provide library services to the community with a special emphasis on low-income and Latino residents of Woodland. A mobile library to visit residents that are not currently using the library to bring library services out to the community on a regular and consistent basis.

Built in 1903, the Woodland Public Library is the oldest operating Carnegie in California. The Library has undergone three additions, in 1915, 1929, and 1985. Today, the needs of the staff and community have far outpaced the capacity of the facility to meet those needs. A 2017 Facility Needs Assessment identified the necessity of an additional 18,000 sq ft of library space to adequately serve the community. However, increasing the size of the building is not the only way to provide services and doesn't solve all the problems of access.

There is a need for a mobile library in Woodland. More than 40% of households in Woodland have zero or one vehicle at home which is used for transportation to and from work, leaving the rest of the household without personal transportation. In addition, three quarters of 4th grade students reading below grade level are economically disadvantaged, and over 20% of Woodland adults do not have a high school (or equivalent) education. There is a large need for families to receive information, literacy services, and job readiness training to improve their lives and those of their families. The English-speaking population in Woodland is 1.5 times the size of the Spanish-speaking population, but the English storytimes at the library have nearly 10 times as many participants as the Spanish. There is a large segment of our population that do not go into the library to participate in early literacy activities.

A mobile library will promote reading and literacy by bridging the gap between existing library users and those who do not currently visit the library. It will create new venues for access to library card registrations,

storytimes, circulating collections and other library services to parks, apartment buildings, neighborhoods, and events to expand the impact of our libraries on the community.

Discussion:

Woodland Public Library is dedicated to providing access to information and technology for all of the Woodland community. The mobile library will house a collection similar to the collection in the brick and mortar building. Including materials in both English and Spanish. The mobile library is particularly focused on bringing access to library programs and services to those who are unable to come to the main library. Mobile Library programming and outreach will be provided in English and Spanish.

The Woodland Public Library supports equity in access through our staffing model, our collection development standards, and our program standards.

The Woodland Public Library has the benefit of a portion of a voter approved 1/4 cent sales tax (Measure R) dedicated to youth services in the City of Woodland. This revenue has allowed us to increase staffing and programming at the library on a permanent basis. Support for the mobile library will be sustained through this revenue stream. A dedicated librarian position is budgeted for, as well as collection development support and ongoing programming and materials costs. Vehicle maintenance costs are also budgeted for.

The mobile library will be a hybrid diesel "truck" style bookmobile based on the Freightliner M2 106. The main benefits of this style of vehicle are lower cost, lighter weight construction, lower floor height, squared rear service area with no wheel wells, long duty cycle, and ease of drivability, accessibility, and serviceability.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing 1) the purchase of a customized Freightliner M2 Mobile Library for the Library Department for a total purchasing price of \$649,951; and 2) Approve the bid award to Techops Specialty Vehicles; and 3) a budget appropriation of \$375,835 from the Library Trust Fund (917) and \$274,116 from Measure R Fund (102).

Prepared by: Greta Galindo, Library Services Director

Attachments:

1. RESOLUTION NO Mobile Library

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF A
CUSTOMIZED FREIGHTLINER M2 MOBILE LIBRARY AND APPROVING THE BID AWARD TO TECHOPS
SPECIALITY VEHICLES AND AUTHORIZING LIBRARY TRUST FUND AND MEASURE R FUND
APPROPRIATIONS**

WHEREAS, the City of Woodland staff wishes to authorize the purchase of a customized Freightliner M2 Mobile Library for the Library Department for a total purchasing price of \$649,951; and

WHEREAS, the City of Woodland staff wishes to approve the award of competitive Bid No.____ to Techops Specialty Vehicles; and

WHEREAS, the City of Woodland staff wishes to authorize a budget appropriation of \$375,835 from the Library Trust Fund (917) and \$274,116 from Measure R Fund (102).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the purchase of a mobile library is authorized, and the competitive bid awarded for the mobile library, and the Library Trust Fund \$375,835 and Measure R Funds \$274,116 are appropriated for this purchase.

PASSED AND ADOPTED by the City Council this 15th day of November by the following vote:



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: H.14
SUBJECT: Design Agreement with Laugenour and Meikle, Inc., for the 2024 Water & Sewer Replacement Project, CIP 23-02

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

- 1.) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$225,420 for design of the 2024 Water & Sewer Replacement Project, CIP 23-02;
- 2.) Authorize a contingency of up to 10% (\$22,542) for design of the 2024 Water & Sewer Replacement Project, CIP 23-02.

Staff Contact:

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

Fiscal Impact:

Funding for the 2024 Water & Sewer Replacement Project, CIP 23-02, (hereafter "Project") is included in the Capital Budget approved by City Council on June 21, 2022. The funding sources include the Sewer Enterprise Fund in the amount of \$200,000 and the Water Enterprise Fund in the amount of \$200,000 for design costs. The design contract in the amount of \$225,420 with Laugenour & Meikle, Inc., and the contract contingency in the amount of \$22,542 are fully funded through CIP 23-02.

Staff estimates the total construction cost and total Project cost are \$3.6 million and \$4.0 million, respectively. This budget will be updated after design is complete and after construction bids are received. At that time, any necessary additional funds would be transferred to the Project from CIP 09-23, Water System Leak Detection Maintenance and Repair, and CIP 08-21, Annual Sewer Repair and Replacement. Authorization to Bid and Construction Contract Award will be presented to Council for approval at a future date.

There is no impact to the General Fund.

Background:

CIP 23-02 is the eighth phase of a multi-year project where Engineering and Operations staff annually identify locations around the City that have the greatest occurrence of water main and water lateral breaks and leaks, and prioritize these locations for repair and replacement. The areas prioritized for replacement are predominantly streets with two-inch (2") or three-inch (3") cast iron water mains located behind sidewalks. These smaller diameter, back-of-walk water mains have been experiencing an increasing number of breaks in recent years due to their location, bury depth and aging condition. Just under a mile of this deficient back-of-walk water distribution network will be eliminated with the 2024 Project. In total, approximately 5,200 feet of new distribution mainline will be installed in the street to replace the existing 45 to 75-year-old infrastructure.

Staff periodically evaluate the City sewer collection system according to the Sewer System Management Plan guidelines. Each sewer pipe in the City is attributed a condition rating that is regularly updated with a goal to eliminate sewer overflows and provide adequate sewer capacity to residents. Though the existing sewer pipes within the Project area are between 62-105 years old, they do not have condition ratings that warrant full replacement. The majority of sewer pipe defects within the Project are likely candidates for repair via

trenchless methods, but the possibility of open-cut sewer repairs will be evaluated as design progresses.

Discussion:

This Project is intended to repair and replace water mains and laterals in the vicinity of Coloma Way, Homewood Drive and Fourth Street (please see the attached vicinity map for the complete Project area). This is an area with small-diameter cast iron water mains located behind sidewalks with six-inch and eight-inch (6" & 8") diameter mains in the street. The Project will replace this distribution network with approximately one mile of new eight-inch diameter mains in the street and connect residences with new polyethylene services. Once completed, the Project will result in more reliable water pressure and uninterrupted water service for approximately 124 homes.

The existing sewer system within the Project vicinity consists of six-inch and eight-inch (6" & 8") diameter vitrified clay pipelines in the street. These sewers vary in age and condition with some pipes having been installed in 1917. Several mains within the Project were constructed as recently as 1960 but still contain a slew of cracks, breaks and fractures. Also, in this area of the City there are approximately 55 Orangeburg sewer laterals. Orangeburg material is manufactured from a combination of compressed wood fibers, adhesive and coal tar. At best, these Orangeburg laterals have a service life of 50 years and are a recurring problem for Operations Staff. It is anticipated that the City will replace any significantly defective laterals and sections of mainlines via open-cut trenching with CIP 23-02 and then return to this area in the future with a trenchless lining project to repair the less severe sewer deficiencies.

Laugenour & Meikle, Inc., (L&M) was selected for the Project through a quality-based selection process and is on the City's on-call list for engineering design firms. The engineering design contract with L&M includes the engineering services required to prepare final plans and specifications and provide assistance during bidding and construction. These design services generally include:

- Project Management, which includes coordination with City Staff and other City consultants, quality assurance and quality control.
- Base Mapping, which includes conducting a topographic survey and preparing maps.
- Public Improvement Plans, which includes drafting improvement plans for water and sewer main replacement. This typically includes submittal and evaluation of 65% completed plans, 90% completed plans, and final 100% completed plans and design documents, as well as a construction cost estimate.
- Administration, which includes assistance during the bidding process and construction.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____ to: (1) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$225,420 for design of the 2024 Water & Sewer Replacement Project, CIP 23-02, and (2) Authorize a contingency of up to 10% (\$22,542) for design of the 2024 Water & Sewer Replacement Project, CIP 23-02.

Prepared by: Mark Miller, Associate Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. CIP 23-02 Vicinity Map

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A DESIGN AGREEMENT WITH LAUGENOUR AND MEIKLE, INC.,
FOR ENGINEERING CONSULTING SERVICES FOR THE 2024 WATER & SEWER
REPLACEMENT PROJECT, CIP# 23-02**

WHEREAS, the City wishes to enter into a Design Agreement with Laugenour & Meikle, Inc., for the 2024 Water & Sewer Replacement Project, CIP 23-02, for an amount of \$225,420 and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to have a design contingency of up to 10% of the contract amount (\$22,542); and

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

Section 1. The City Council hereby approves the Design Agreement with Laugenour & Meikle, Inc., in the amount of \$225,420 and hereby approves a ten percent (10%) design contingency in the amount of \$22,542. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of November, 2022, by the following vote:

AYES:

NOES:

ABSENT:

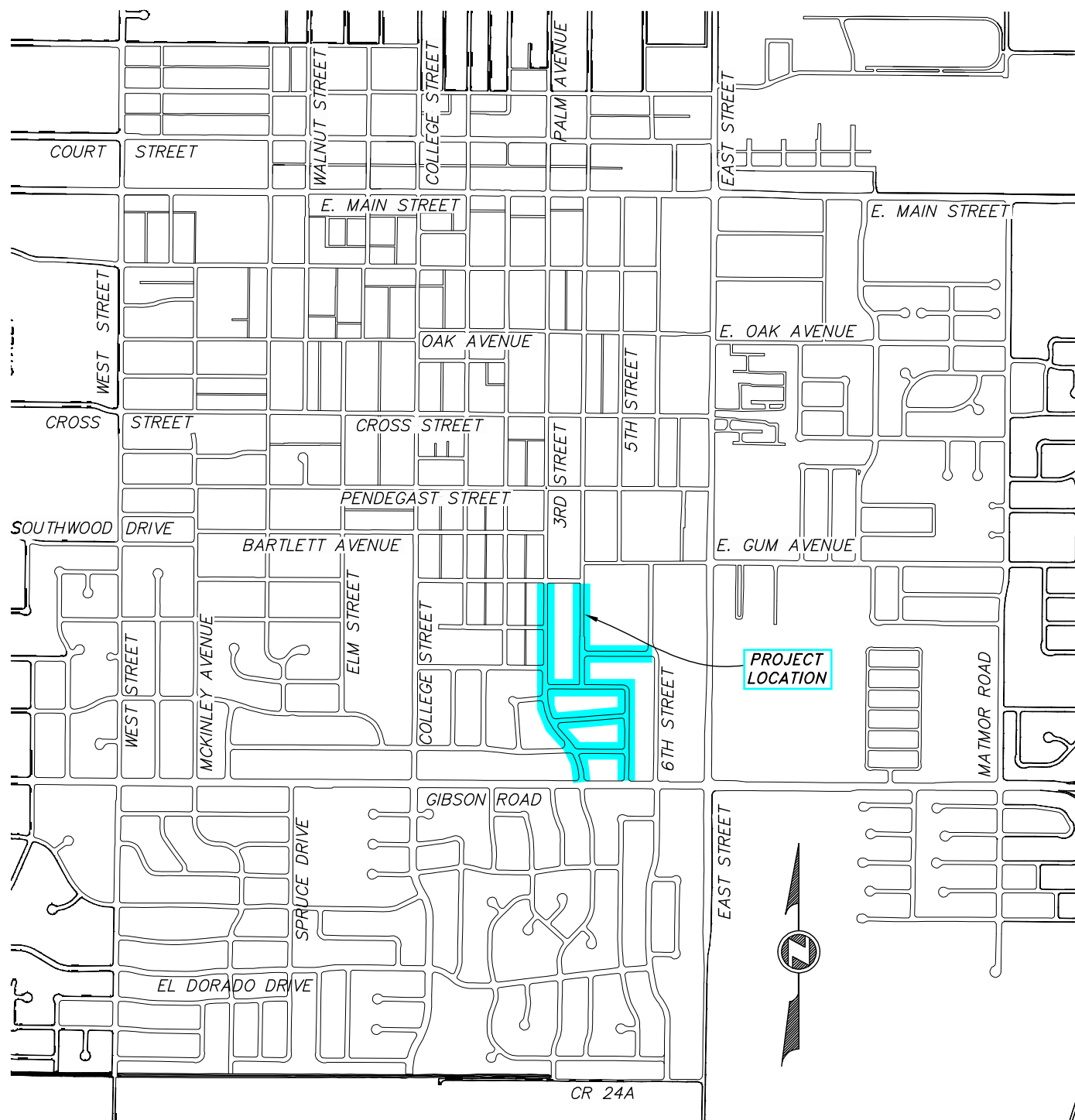
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

2024 Water & Sewer Replacement Project, CIP 23-02



VICINITY MAP

NTS



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: I.15
SUBJECT: Introduction and First Reading of an Ordinance adopting Changes to the California Fire and Building Codes

Recommendation for Action: Staff recommends that the City Council introduce an Ordinance adopting by reference the 2022 California Fire Code (California Code of Regulations, Title 24, Part 9) and amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement.

Staff Contact:

Eric Zane, Fire Chief, (530) 661-5860, eric.zane@cityofwoodland.org

Fiscal Impact:

There is no net new fiscal impact on the City associated with this amendment. Staff training will be covered within the FY 2022/23 department budget.

Background:

Every three years, the various State and National Fire Codes are revised to reflect the latest in building and fire safety standards. The Ordinance before the Council adopts the 2022 California Fire Code (California Code of Regulations, Title 24, Part 9), based on the International Fire Code, 2018 Edition, with errata, published by the International Code Council, including Chapter 1, Sections 307, 308.1.6.3, 311.1 through 311.4, Chapter 4, Section 503, Appendix B, Appendix C, Appendix D, and Appendix E, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. It also amends provisions of the 2022 California Building Code and 2022 Residential Code related to fire protection systems.

The Fire Code provides regulations necessary for the maintenance of fire prevention and life safety provisions for buildings and premises. The Building Code regulates the fire, life, and structural safety aspects of all buildings and related structures.

The formal adoption of the proposed Ordinance will take place following the 12.6.2022 Council meeting after a public hearing is held. The City published notice of the public hearing twice in a locally circulated newspaper, with the first notice published at least 14 days prior to the hearing. One copy of the 2022 California Fire Code and the 2022 California Building Code will be available for public inspection in the Office of the Woodland City Clerk.

Discussion:

While the City of Woodland and other communities are required by state law to utilize the newest State adopted version of the codes for building permit reviews and inspections, adoption of the codes (by reference) by local jurisdictions provides greater consistency among jurisdictions and allows for minor modifications (amendments) to the codes to reflect local conditions.

All amendments from the prior code cycle remain the same regarding local amendments to the 2019 California Fire Code, with one notable addition: the requirement for, and specifications of a "Fire Control Room" in new commercial construction. Changes involved formatting, aligning specific code sections and deleting language or requirements that are located within the model codes.

The Fire Control Room amendment to the code provides the requirement and specifications for aligning all fire safety systems and equipment in the same room of a commercial building. As the Code currently reads, this requirement for a single room only applies to a high-rise building. However, the benefits of improved efficiency can be realized for all buildings, allowing first responders to analyze and control all systems in a building in a single location, including fire sprinklers, fire alarms, and other specialized fire suppression systems.

All current City amendments to the prior versions of the codes have been reviewed for applicability to the new codes. With this adoption, all former amendments have been rewritten, deleted, or revised to reflect the most current needs of the City of Woodland. Woodland Municipal Code sections not specifically included within this Ordinance remain unchanged.

Conclusion:

Staff recommends that the City Council introduce an Ordinance adopting by reference the 2022 California Fire Code (California Code of Regulations, Title 24, Part 9) and amending sections of the City of Woodland Municipal Code related to fire protection and nuisance abatement

Prepared 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. Ordinance adopting the California Fire Code 2022 11.15.22

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 8.20 OF TITLE 8 OF THE WOODLAND MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2022 CALIFORNIA FIRE CODE IN ITS ENTIRETY (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9), BASED ON THE INTERNATIONAL FIRE CODE, 2021 EDITION, WITH ERRATA, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, TOGETHER WITH THE ADMINISTRATIVE CHAPTERS 1, 2, AND APPENDIX B, APPENDIX C, APPENDIX D, AND APPENDIX E, FOR THE PURPOSE OF PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO; AMENDING SECTION 15.04.030 OF THE WOODLAND MUNICIPAL CODE AMENDING CERTAIN SECTIONS OF THE 2022 CALIFORNIA BUILDING CODE RELATED TO FIRE PROTECTION SYSTEMS;

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Woodland (“City”) may adopt by reference the 2022 California Fire Code, based on the International Fire Code, 2021 Edition, with errata, published by International Code Council (ICC), as adopted by the State of California pursuant to Title 24, Part 9 of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Sections 17958.5 and 18941.5 authorize cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic, or geologic conditions; and

WHEREAS, pursuant to Section 50022.1 and California Health & Safety Code Section 17958.5 and 18941.5, the City is considering the adoption of an ordinance on November 1, 2022, which proposes the adoption by reference of the 2022 California Building Code with the proposed amendments as provided therein; and

WHEREAS, the City desires to adopt the 2022 California Fire Code, based on the International Fire Code, 2021 Edition, with errata, published by the International Code Council (ICC), as adopted by Title 24, Part 9 of the California Code of Regulations (“Fire Code”) with necessary amendments to assure the Fire Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic, and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses, and other occupants; and

WHEREAS, the City further desires to make additional necessary amendments to the 2022 California Building Code to assure that the maximum level of fire protection is provided to residents, businesses, and other occupants; and

WHEREAS, the City wishes to correct a cross-reference in Woodland Municipal Code section 9.04.030 (A), (B) related to the location of the City’s fire prevention regulations, including the Fire Code; and

WHEREAS, the City held a public hearing on November 15, 2022 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Fire Code as amended herein and adopting and amending the California Building Code, California Residential Code, California Plumbing Code, California Electrical Code and California Mechanical Code as provided herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on November 1, 2022 and November 8, 2022; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred;

The City Council of the City of Woodland does hereby ordain as follows:

1. Purpose. The purpose of this Ordinance is to amend Sections 15.04.030, 9.04.030 (A), (B) and certain sections in Chapter 8.20 of Title 8 of the City of Woodland Municipal Code, adopting by reference the 2022 California Building Standards Code, Title 24, California Code of Regulations, Part 9, (California Fire Code) in its entirety, based on the International Fire Code, 2021 Edition, with errata, published by the International Code Council, together with Administrative Chapters 1, 2, and Appendix B, Appendix C, Appendix D, and Appendix E, together with certain additions, insertions, deletions, and changes thereto, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion; adopting and amending certain sections of the 2022 California Building Code related to fire protection systems.

2. Authority. The City Council enacts this Ordinance under the authority granted to the City as follows:

(a) California Government Code Section 50022.1 et seq. authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference; and

(b) California Health & Safety Code Section 17958.7 and 18941.5 authorize the City to adopt the 2022 California Fire Code and the 2022 California Building Code with modifications determined to be reasonably necessary because of local climatic, geological, or topographical conditions.

3. Findings. The City Council hereby finds that the proposed amendments to the 2022 California Fire Code and the 2022 California Building Code are more restrictive than the standards adopted by the California Building Standards Commission, and are reasonably necessary because of local climatic, geologic, or topographic conditions, based on the express findings and determinations, marked in relation to the respective amendments provided in this ordinance, described in “Exhibit A” attached hereto, and hereby adopted by the City Council as the findings to support the modifications to the 2022 California Fire Code and the 2022 California Building Code.

4. **Amendment.** Section 8.20.010 through Section 8.20.040 of the Woodland Municipal Code are hereby amended to read in full as follows:

Sec. 8.20.010 California Fire Code – Adopted.

There is hereby adopted by the City for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosion, or hazardous materials, those certain Codes and known as the 2022 California Building Standards Code, Title 24, California Code of Regulations, Part 9, (California Fire Code) in its entirety, based on the International Fire Code, 2021 Edition, with errata, published by the International Code Council together with Administrative Chapters 1, 2, and Appendix B, Appendix C, Appendix D, and Appendix E, save and except such portions as are deleted, modified, or amended by Section 8.20.040 of this Chapter, of which Codes one (1) copy has been and is now filed in the office of the City Clerk of the City of Woodland and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this chapter shall take effect, the provision thereof shall be controlling within the limits of the City.

Sec. 08.20.020 Establishment and duties of the division of community risk reduction.

A. The California Fire Code as adopted and amended herein shall be enforced by the Division of Community Risk Reduction of the Fire Department of the City, which is hereby established and which shall be operated under the supervision of the Fire Marshal.

B. The Fire Marshal in charge of the Division of Community Risk Reduction shall be appointed by the Chief of the City on the basis of examination to determine his or her qualifications for the position.

C. The Chief of the City shall recommend to the City Manager the employment of technical staff members, who, when such authorization is made, shall be selected on the basis of examination to determine their qualifications for the position.

D. The Fire Marshal, members of the Community Risk Reduction Division, and personnel assigned as Fire Investigators shall be peace officers and have the powers as such as established in Section 830.37(a) of the California Penal Code. Other members of the Fire Department shall be peace officers and have the powers as such as established in Section 830.37(b) of the California Penal Code.

Sec. 8.20.030 – Establishment of storage limits.

A. Establishment of limits of districts in which the storage of compressed natural gas is to be prohibited.

The limits referred to in Section 2308.3.2 and 5301.1.1 of the California Fire Code as added by the City of Woodland in which the storage of compressed natural gas storage is prohibited, are hereby established as follows: The storage of compressed natural gas is

restricted in all zones except highway commercial, service commercial and industrial zones in the city as defined in the zoning ordinance of the city.

B. Establishment of limits of districts in which the storage of stationary tanks of flammable cryogenic fluids are to be prohibited.

The limits referred to in Section 5806.2 of the California Fire Code in which the storage of flammable cryogenic fluids in stationary containers is prohibited is hereby established as follows: Restricted in all zones except that a use permit may be granted by the Chief for storage in those zones defined in the zoning ordinance of the city as general commercial, service commercial, highway commercial and industrial zones.

C. Establishment of limits in which storage of liquefied petroleum gases is to be restricted.

The limits referred to in Section 6104.2 of the California Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established as follows: The storage of liquefied petroleum gas is restricted to the highway commercial, service commercial and industrial zones in the city as defined in the zoning ordinance of the city. The aggregate capacity of any one (1) installation shall not exceed two thousand (2000) gallons water capacity; except that at the discretion of the Chief after consideration of special features such as topographical conditions, nature of occupancy and proximity to buildings, capacity of proposed tanks, degree of private fire protection to be provided and facilities of the fire department, a permit may be granted for such use.

D. Establishment of limits of districts in which storage of explosives and blasting agents to be prohibited.

The limits referred to in Section 5601.9 of the California Fire Code as added by the City of Woodland, in which storage of explosives and blasting agents is prohibited, are hereby established as follows: Prohibited in all zones defined in the zoning ordinance of the City except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

E. Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks; bulk plants or terminals; and bulk transfer operations is to be limited.

1. The limits referred to in Section 5704.2.9.6.1 of the California Fire Code in which storage of Class I and II liquids in outside aboveground tanks is limited, are hereby established as follows: Limited to two (2) tanks, not to exceed two thousand (2,000) gallons each, in all zones defined in the zoning ordinance of the city except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

2. The limits referred to in Section 5706.5.1 of the California Fire Code as amended by the City of Woodland in which bulk plants or terminals for flammable or combustible liquids

are limited, are hereby established as follows: Limited to two (2) tanks, not to exceed two thousand (2,000) gallons each, in all zones defined in the zoning ordinance of the city except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

3. The limits referred to in Section 5706.5.1.1.1 of the California Fire Code as added by the City of Woodland in which bulk transfer and process transfer operations of flammable or combustible liquids are limited, are hereby established as follows: Limited to two (2) tanks, not to exceed two thousand (2,000) gallons each, in all zones defined in the zoning ordinance of the city except that a permit may be issued for installations in existence prior to the adoption of the ordinance codified in this chapter.

Sec. 8.20.040 Amendments.

The California Fire Code, as described above and adopted by reference in Section 8.20.010, is hereby amended, modified and revised as set forth in this chapter.

A. Section 202 – General Definitions.

Section 202 is amended to add and amend the following definitions:

Building. Any Structure used or intended for supporting or sheltering any use or occupancy, including manufactured homes, mobile homes, modular, and multifamily manufactured housing.

Fire Marshal. Shall mean the Chief of the Division of Community Risk Reduction.

B. Section 307.1.1 – Prohibited Open Burning.

Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited open burning. Open burning is prohibited in the City of Woodland. Any burning, open or otherwise, that constitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions or when atmospheric conditions or local circumstance make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, other responsible person or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

C. Section 508 – Fire Command Center

Section 508.2 is added to read as follows:

508.2 Fire control room for new commercial buildings. All new commercial buildings not addressed in 508.1 shall be provided with a Fire Control Room, conforming to the specifications set forth in 508.2.1 through 508.2.6

508.2.1 Location and access. The location and access to the fire command center shall be approved by the fire code official.

508.2.2 Equipment. Fire Control Rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment. Storage of other materials is prohibited.

508.2.3 Dimensions. Fire Control Rooms shall have minimum dimensions of five feet by seven feet.

508.2.4 Fire rating. Fire Control Rooms shall be constructed with a one-hour fire rating.

508.2.5 Access. Fire Control Rooms shall be provided with an exterior access door approved by the fire code official.

508.2.6 Signage. Durable signage shall be provided on the exterior side of the access door.

D. Section 901.6.4 – Resale inspection-residential sprinkler systems.

Section 901.6.4 is added to read as follows:

901.6.4 Resale inspection-residential sprinkler systems. All residential occupancies up for resale and equipped with a NFPA 13D sprinkler system or sprinkler system meeting the requirements of the California Residential Code, are required to be inspected by a representative from the Woodland Fire Department, State of California Contractor State License Board Licensed Fire Protection Contractor (C-16), or California State Fire Marshal Licensed A (Type 1) Concern. All necessary repairs shall be completed and verified prior to the closing of escrow.

E. Section 903.1 – Automatic Sprinkler Systems – General.

Section 903.1 is amended to read as follows:

903.1 General. Automatic sprinkler systems shall comply with this section and the following:

An automatic sprinkler system shall be installed in the occupancies and locations set forth in this Chapter and in the locations and according to the conditions described below:

- (1) In all buildings other than Group R, Division 2,3 and 4 in which the total floor area of all floors is five thousand (5,000) square feet or more, or any building which are three (3) or more stories regardless of height.

Exceptions:

1. Group U occupancies, not including private garages attached to R-3 Occupancies.
 2. In storage and bulk handling facilities for grain, including grain elevators and flat storage buildings, automatic fire sprinklers shall not be required in areas where the grain is stored, provided:
 - a. An automatic fire extinguishing sprinkler system is not otherwise required for code compliance;
 - b. The floor area of the building or structure does not exceed the maximum basic allowable floor area permitted for specific types of construction as specified in Table 504.3 and including the allowable increases for clear yard spaces as specified in the California Building Code; and
 - c. The construction of the building or structure complies with all other code provisions for the properly assigned group occupancy classification and type of construction.
- (2) Notwithstanding other provisions of this section, the requirement described in this Section 903.1 shall be applied to alterations, repairs, additions and changes of occupancy of existing buildings as follows:
- a. Where there is no change of occupancy, alterations or repairs not increasing fire area, total height, or number of stories of an existing building may be made without making the entire building comply with this section.
 - b. No change shall be made in the character of the occupancy or use of any existing building or structure unless the entire building or structure is made to comply with this section.

Exceptions:

1. The character of the occupancy of existing buildings may be changed subject to the approval of the building official and the approval of the fire chief, and the building may be occupied for purposes in other occupancy groups without conforming to all the requirements of this section or the California Building Code for those groups, provided the new or proposed use is not more hazardous, based on life and fire risk, than the existing use.
2. No change in the character of occupancy of a building shall be made without a certificate of occupancy, as required by California Building Code. The building official may issue a certificate of occupancy pursuant to the intent of the above exception without certifying that the building complies with all provisions of this section and provisions of the California Building Code.

- (3) In other areas and occupancies as required in Section 903 of the California Building Code.

F. Section 907.6.2.1 – Fire alarm circuits.

Section 907.6.2.1 is added to read as follows

907.6.2.1 Fire alarm circuits. When providing a fire alarm circuit in a multiple occupancy type building (multiple metering), the circuit shall be energized from the main meter panel board.

G. Section 2306.2.3 – Above-ground tanks located outside, above grade.

Section 2306.2.3 is amended to read as follows:

2306.2.3 Above-ground tanks located outside, above grade.

Above-ground tanks used for automotive fuel dispensing stations open to the public for retail sales of Class I, II or IIIA liquid motor fuels shall not exceed two (2) tanks totaling two thousand (2,000) gallons each.

H. Section 2308.3.2 – Established limits and maximum capacity.

Section 2308.3.2 is added to read as follows:

2308.3.2 Established limits and maximum capacity. The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

I. Section 5301.1.1 – Established limits and maximum capacity.

Section 5301.1.1 is added to read as follows:

5301.1.1 Established limits and maximum capacity. The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

J. Section 5601.9 – Prohibited and Limited Acts.

Section 5601.9 is added to read as follows:

5601.9 Prohibited and Limited Acts. Storage of explosive materials is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

K. Section 5706.4.5.1 – Established limits.

Section 5706.4.5.1 is added to read as follows:

5706.4.5.1 Established limits. Bulk plants or terminals for receiving or storage of flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such storage is limited.

L. Section 5706.5.1.1.1 – Established limits.

Section 5706.5.1.1.1 is added to read as follows:

5706.5.1.1.1 Established limits. Bulk transfer and process transfer operations for receiving or transferring flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such operations is limited.

M. Division II – Administration.

Chapter 1, Division II - Administration is hereby amended as follows:

1. Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Woodland, hereinafter referred to as “this code.”

2. Section 112.4 is amended to read as follows:

112.4 Violation penalties. Persons who shall violate any provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall subject the violator to any or all of the following: suit for civil remedy or criminal penalty, or the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

The criminal penalty for the first offense shall be punishable as an infraction as defined by the California Penal Code, as amended from time to time. The criminal penalty for a second offense or more, shall be punishable as a misdemeanor as defined by the California Penal Code, as amended from time to time. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Nothing in this paragraph shall be construed as precluding the application of the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

5. Amendment. Section 8.20.060 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 8.20.060. Citation Program - Issuance of Citations.

The Fire Marshal and designated members of the Community Risk Reduction Division of the Woodland Fire Department have the discretionary duty to enforce a statute or ordinance

made pursuant to Sections 853.5 and 853.6 of the State Penal Code and subject to the provisions hereof.

A person may be arrested without a warrant whenever the Fire Marshal or designated members of the Community Risk Reduction Division have reasonable cause to believe that the person to be arrested has committed, in their presence, a violation of a statute or ordinance, which he or she has the discretionary duty to enforce. The Fire Marshal or designated members of the Community Risk Reduction Division may issue a notice to appear and to release such a person on his or her written promise to appear in court pursuant to Sections 853.5 or 853.6 of the State Penal Code, as applicable.

The Fire Marshal and designated members of the Community Risk Reduction Division will be the designated officers of the Woodland Fire Department to exercise such arrest and citation authority as to specified violation.

The Chief of the Woodland Fire Department shall establish and cause to be administered a special enforcement training program designed to instruct those members of the fire department who will exercise such arrest and citation authority, regarding the provisions of the statutes and ordinances to be enforced, the evidentiary prerequisites to proper prosecution for violation thereof, the appropriate procedures for making arrests or otherwise prudently exercising such arrest and citation authority and the legal and practical ramifications and limitation attendant thereto.

The Fire Marshal and designated members of the Community Risk Reduction Division shall be appropriately instructed to deposit executed citations or notices within the appropriate agency for filing with the court after review for legal sufficiency.

6. Amendment. Subsection (H) is hereby added to Section 15.04.030 of the Woodland Municipal Code to read as follows:

(H) Chapter 9 of the California Building Code is amended to read as follows:

(1) Section 903.1 is amended to read as follows:

903.1 General. Automatic sprinkler systems shall comply with this section and the following:

An automatic sprinkler system shall be installed in the occupancies and locations set forth in this Chapter and in the locations and according to the conditions described below:

(1) In all buildings other than Group R, Division 2, 3 and 4 in which the total floor area of all floors is five thousand square feet or more, or any building which are three or more stories regardless of height.

Exceptions:

1. Group U occupancies, not including private garages attached to R-3 Occupancies.

2. In storage and bulk handling facilities for grain, including grain elevators and flat storage buildings, automatic fire sprinklers shall not be required in areas where the grain is stored, provided:
 - a. An automatic fire extinguishing sprinkler system is not otherwise required for code compliance,
 - b. The floor area of the building or structure does not exceed the maximum basic allowable floor area permitted for specific types of construction as specified in Table 504.3 and including the allowable increases for clear yard spaces as specified in the California Building Code, and
 - c. The construction of the building or structure complies with all other code provisions for the properly assigned group occupancy classification and type of construction.

(2) Notwithstanding other provisions of this section, the requirement described in this Section 903.1 shall be applied to alterations, repairs, additions and changes of occupancy of existing buildings as follows:

- a. Where there is no change of occupancy, alterations or repairs not increasing fire area, total height, or number of stories of an existing building may be made without making the entire building comply with this section.
- b. No change shall be made in the character of the occupancy or use of any existing building or structure unless the entire building or structure is made to comply with this section.

Exceptions:

1. The character of the occupancy of existing buildings may be changed subject to the approval of the building official and the approval of the fire chief, and the building may be occupied for purposes in other occupancy groups without conforming to all the requirements of this section or the California Building Code for those groups, provided the new or proposed use is not more hazardous, based on life and fire risk, than the existing use.
2. No change in the character of occupancy of a building shall be made without a certificate of occupancy, as required by California Building Code. The building official may issue a certificate of occupancy pursuant to the intent of the above exception without certifying that the building complies with all provisions of this section and provisions of the California Building Code.

(3) In other areas and occupancies as required in Section 903 of the California Building Code.

(2) Section 907.6.2.1 is added to read as follows

907.6.2.1 Fire alarm circuits. When providing a fire alarm circuit in a multiple occupancy type building (multiple metering), the circuit shall be energized from the main meter panel board.

7. **Repeal of Conflicting Ordinances.** All former ordinances or portions of ordinances conflicting or inconsistent with the provisions of this ordinance or of the California Fire Code, including applicable portions of Ordinance No. 1650, and any other ordinance in conflict herewith are hereby repealed to the extent of such conflict.

8. **Superseding Ordinances.** No ordinance adopted after the adoption of this ordinance shall implicitly supersede or repeal any provision of this ordinance unless that ordinance expressly indicates an intention to do so.

9. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

10. **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 with 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.

11. **CEQA.** The City Council finds that the changes made to the Fire Code and Building Code are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire. Therefore, it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. Staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

12. **Effective Date.** This ordinance shall take effect upon the latter of thirty days after its adoption or January 1, 2023.

PASSED AND ADOPTED by the City Council this 1st day of November, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

Exhibit A

Findings to Support Amendments to the 2019 Editions of the California Fire Code and California Building Code

This Exhibit A provides the express findings and determinations (where necessary pursuant to California Health & Safety Code Sections 17958, 17985.7 and/or 18941.5) justifying the City of Woodland's amendments to the 2022 Edition of the California Fire Code and the 2022 Edition of the California Building Code (codified in Title 24 of the California Building Standards Code) as reasonably necessary because of local climatic, geologic or topographic conditions.

CITY OF WOODLAND – PROFILE

The City of Woodland, incorporated in 1871, lies near the heart of the Great Central Valley of California. It is situated 18 miles to the West of the State Capitol in Sacramento and 81 miles Northeast of San Francisco. Woodland is the County Seat of Yolo County.

The City of Woodland encompasses an area of approximately 15.3 square miles with a population in excess of 61,032 based upon 2020 U.S. Census Bureau Population Estimates Program. The City of Woodland Fire Department, through a Contractual Agreement with the Springlake Fire Protection District, also provides fire protection for approximately 51 square miles of rural area surrounding the City, devoted principally to winter grain and summer row crop farming.

The City is the largest industrial area in Yolo County and has experienced a steady, well-planned growth. Woodland is also a key area for the many processing and service activities demanded by the extensive agricultural industries in the region.

Woodland is transcended by several major roadways including Interstate 5 and State Route 113. California Northern Railway maintains a major North-South rail link through Woodland while Yolo Shortline Railway also maintains a local spur line in town from Sacramento. Both rails and highways have created barriers within the town which have significantly affected emergency response routes.

Sec 8.20.040 Amendments to California Fire Code

Amendment Section, pursuant to Ord. No. ____XXX____	Fire Code Section Impacted	Subject of Amendment	Justification (see below key to justifications)
8.20.030	2308.3.2, 5301.1.1, 5806.2, 6104.2, 5601.9, 5704.2.9.6.15 706.5.1, 5706.5.1.1.1	Establish limits for storage, receiving, and storage of hazardous materials	A, B, D
8.20.040(A)	202	Adds and amends definitions	A, D
8.20.040(B)	307.1.1	Prohibits burning	A, D
8.20.040(C)	508	Fire Control Room	A, B, D
8.20.040(D)	Add 901.6.3	Resale inspection of residential occupancies with NFPA 13D or California Residential Code sprinkler systems	A, D
8.20.040(E)	903.1	Regulations regarding installation of automatic sprinkler systems	A, B, C
8.20.040(F)	Add 907.6.2.1	Fire alarm circuits	A, B, C
8.20.040(G)	2306.2.3	Use of above-ground tanks	A, B, D
8.20.040(H)	Add 2308.3.2	Establish location limits for storage of compressed natural gases	A, D
8.20.040(I)	Add 5301.1.1	Establish location limits for storage of compressed natural gases	A, B, D
8.20.040(J)	Add 5601.9	Establish limits regarding location and quantity of explosive materials stored	A, B, D
8.20.040(K)	Add 5706.4.5.1	Establish location limits for receiving and storing of flammable or combustible liquids	A, D
8.20.040(L)	Add 5706.5.1.1.1	Establish location limits for bulk and process transfer operations of flammable or combustible liquids	A, D
8.20.040(M)	101.1, 112.4	Administration	D

Sec 15.04.030 Amendments to California Building Code

Amendment Section, pursuant to Ord. No. _____	Building Code Section Impacted	Amendment	Justification (see below key to justifications)
15.04.030(H)(1)	903.1	Regulations regarding installation of automatic sprinkler systems	A, B, C
15.04.030(H)(3)	Add 907.6.2.1	Fire alarm circuits	A, B, C

Justifications KEY: Findings to Support Amendments to California Fire Code and California Building Code

A. CLIMATIC CONDITIONS

The climate within the City of Woodland is similar to other areas in California's Central Valley. The normal rainfall for Woodland is 20.7 inches. Winter storms are responsible for the heaviest intensity of precipitation, with 89 percent of total annual precipitation falling between November and April.

Winds play a major role in Woodland's climatological make-up. Winter storms bring occasional strong wind gusts from the South up to 45 mph. There are also intermittent Summer periods of dry North winds when the humidity will drop well below 10 percent, greatly adding to the potential of a fire conflagration hazard where non-rated wood shake and shingle roof construction currently exists. This weather warrants the need for expanded ability to require the extinguishing of residential burning, to further protect combustible construction.

Summer sun in Woodland averages about 95 percent of the possible hours of daylight. The winter months produce 40 percent of possible sunshine affected somewhat by occasional periods of winter fog, which may persist for several days or weeks at a time.

The average annual temperature for Woodland is 61.9 F with higher temperatures in the mid- to upper 90's during the summer months and lows down to the mid- 30's during the winter months. The record high of 114 F was recorded in June of 1961 while the record low of 19 F was established in December of 1990. Summer time temperatures are frequently accompanied by light to gusty south winds leading to potentially dangerous fire conditions. The limited amount of flammable and combustible liquids stored in specific zoned areas reduces risk.

Due in part to the winter and spring rains, Woodland generally experiences an extensive growth of vegetation during the spring, which dries out each summer creating hazardous fuel conditions. Because the City is surrounded by farmland, an exposure problem exists during early summer

grain harvest season. Many of the grain fields in the farmland surrounding the City are planted up to the City limits (in some instances, residential neighborhoods). The proximity of burning fields to neighborhoods creates a rural interface problem, which greatly increases the chance of a major conflagration if the right conditions exist (Red Flag Days = low humidity, wind, etc.). Thus, the growth of vegetation, coupled with dry land grain farming, equates to an explosive fire potential prior to and during the grain harvest period.

Buildings located in portions of the City where combustible vegetation is present are at an increased risk of fire. The need for reduced fire area due to climatic conditions within Yolo County warrants a lower sprinkler threshold. The amended sections address these specific issues by requiring sprinkler and associated systems in buildings that are 5000 sq ft or greater in total floor areas, and all residential buildings including modules, mobile, manufactured, or multifamily manufactured homes. A lower threshold for sprinklers, and expanded definitions will provide more buildings with protection, thus reducing property loss and personal injury.

Woodland's water supply is primarily from the Woodland-Davis Clean Water Agency (WDCWA). In most years, Woodland is supplied with 100% treated Sacramento River water from the WDCWA. In dry years, water supply from WDCWA may be reduced in summer months and Woodland would supplement from other sources. As a supplement to WDCWA supplied water, Woodland maintains three aquifer storage and recovery (ASR) wells, which supply surface water quality water to Woodland customers. Woodland maintains the distribution system through flushing and valve maintenance operations and has an active program to replace aging and failing water mains.

B. GEOLOGICAL CONDITIONS

Woodland lies in the heart of the great Central Valley of California, 18 miles west of the State Capitol in Sacramento. This Greater Sacramento Area is one of the fastest growing regions in the State. Woodland comprises an area of 15.3 square miles. Through a contractual Agreement with the Springlake Fire Protection District, an additional 51 square miles is now the responsibility of the Woodland Fire Department. Since the Agreement provides for equal fire protection in the District and the City, staffing and resources are severely stressed if concurrent incidents occur.

The 2018 Woodland Community Profile (created in partnership with the Yolo County Office of Emergency Services as part of the Multi-jurisdictional Hazard Mitigation Plan) recognized the top three risks in the City to be (1) Flooding, (2) Earthquake, and (3) Wildfire. The City of Woodland is within an active seismic area. The City is thus subject to moderate to strong to severe shaking and surface ruptures resulting from earthquake faults located within or near the City. The City lies along the eastern edges of the Coast Range-Sierran Block Boundary (CRSBB) where the Dunnigan Hills Fault is located. These local earthquake faults have the potential to cause severe personal and property damage and fire hazards. A major earthquake originating along this fault line or from an unknown fault in the CRSBB could grind the local public infrastructure to a halt. In 2016, a small 2.5 earthquake shook Woodland; the quake was centered seven miles west of the City in an area of the CRSBB where there are no known fault lines. The Midland Fault, located southwest of Davis, is another fault that could cause shaking for Woodland, much like the one that occurred after the 1892 Vacaville-Winters Earthquake. Moreover, there is also a potential for damage to roadways and water supplies and the impairment of access allowing fire equipment to respond to

emergencies in the event of a severe earthquake. Much of Woodland's downtown area is comprised of construction dating back to the late 1800's and early 1900's. Balloon construction costs, lack of accessibility, and buildings built too close together greatly add to the fire extension problem inherent to this area, especially exacerbated in the event of seismic activity.

The City has also experienced tremendous growth in the industrial area. Several major distribution centers have been completed, many exceeding 500,000 square feet. The size of these buildings and the different commodities they house can quickly overwhelm the Department's ability to mitigate an incident of fire caused by any seismic activity.

C. TOPOGRAPHICAL CONDITIONS

Summertime temperatures reaching beyond 100F are frequently accompanied by gusts of south winds leading to potentially dangerous fire conditions. The amendments limiting the amount of explosive materials stored and transferred within the City reduces risk.

The amendments lowering the sprinkler threshold and requiring sprinklers in modular and manufactured homes aligns the City of Woodland with other jurisdictions in the County and region.

Road conditions: Traffic congestion is a growing problem for the City. The impact of current and planned developments and associated traffic flow will continue to have an effect on response times and delivery of fire service.

The City is transcended by a major California highway running North-South – Interstate 5 and serves as the junction between Highway 113 and Interstate 5. In addition, California Northern Railroad has a line running North-South. Flammable liquids and hazardous materials are transported through the City limits by the above-mentioned routes.

The roadway system throughout the City is comprised of surface roads with alley ways running parallel to the surface roads, but to the rear of the addresses. The alley ways are narrow, extremely overgrown with vegetation, and not provided with protection by fire hydrants. Accessibility and availability of water are of major concern.

Woodland relies primarily on the Sacramento River for drinking water. The availability of water in the Sacramento River is susceptible to drought. Prolonged drought conditions will result in a curtailment in water rights in the Sacramento River, which will cause a shortfall in Sacramento Water to Woodland. ASR wells backup native groundwater wells and would be utilized during a drought.

Road conditions due to flooding: Woodland is essentially flat with Cache Creek forming the Northern Boundary of the Springlake Fire Protection District. City streets, even those outside of the floodplain, are also subject to localized flooding during periods of heavy rainfall. Currently, the City's storm drain system is not adequately sized for the actual flows. Older parts of the city, particularly west of the East Street, do not have a system of under street storm drainpipes. Instead runoff is conveyed through intersections in valley gutters, culverts, or inverted siphons and must

travel long distances to reach a drain inlet. In these areas, when the capacity of the drain inlets and pipes is exceeded, localized street flooding occurs and remains for three to four hours after rainfall has subsided.

Typical flood hazards in Woodland generally consist of shallow sheet flooding from surface water runoff from large rainstorms with depths generally less than two feet. However, in larger storm events, there are significant areas within the City on the north and east sides that are also affected by flooding from Lower Cache Creek and /or Yolo Bypass. Cache Creek flooded during the heavy storms of 1995 closing County Road 98, which is a major artery into town. In the winter months of 2019, Cache Creek overtopped and flooded out some streets and homes of the community just northwest of the City, demonstrating the true risk of over flooding to the City. During major storms or prolonged rains, some of the streets in the City are actually designed and used for flood control purposes, thus making fire and emergency access difficult during flood conditions. As a consequence, many of the streets within the City are impaired during such flood conditions and such flooding causes physical damage to the streets and the accumulation of debris, all of which hinder access to fire equipment for the purpose of responding to fire and other emergencies.

D. Administrative/Procedural/Public Safety Amendments.

1. This amendment is necessary for administrative or procedural clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Woodland and does not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5.
2. This amendment does not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5 and is reasonably necessary to safeguard life and property within the City of Woodland.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 15, 2022
ITEM #: J.16
SUBJECT: Urgency Ordinance Prohibiting Truck and Trailer Parking, Storage, and Overhaul in the Industrial Zone

Recommendation for Action: Staff recommends that the City Council 1) Receive information about the proposed Urgency Ordinance; and 2) Adopt an urgency ordinance prohibiting the processing and/or approval of any and all Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal Facilities in the Industrial (I) Zone in the City of Woodland; and 3) Direct staff to prepare necessary zoning amendments to address truck and trailer parking, storage and repair uses in the Industrial district.

Staff Contact:

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

Fiscal Impact:

Requires staff and City Attorney time to prepare this and required follow up analysis concerning the urgency ordinance and future zoning code update to address truck and trailer parking and storage in the Industrial zone.

Background:

Existing City Zoning Code Provisions

The City's existing Zoning Code regulates the location of truck and trailer parking, storage, and repair and overhaul in the Industrial (I) zone, which are allowed as a permitted use where not adjacent to residential areas.

Existing Conditions

The City has been experiencing a significant increase in uses that provide for the parking, long term storage, repair and overhaul, of large trucks and trailers in multiple zones. In the Industrial/Light Industrial Flex (I/LIF) zone, the storage and parking of large trucks and trailers, and major repair is subject to either a zoning administrator permit or a conditional use permit. Outdoor storage (including trucks or trailers) in the I/LIF zone is only allowed as an accessory use on a site with a permitted primary use and structure, and all outdoor storage must be screened. The city has several on-going code enforcement cases regarding illegal truck storage facilities in the I/LIF zone that have occupied sites in a manner that is not consistent with current Zoning Code requirements.

In the I zone, the parking, storage, repair and overhaul are allowed as permitted uses where they are not adjacent to residential areas. Such uses generally require larger amounts of land, and do not generally provide for site improvements, employ local workers, or provide point of sale revenue. In addition, uses with large numbers of trucks degrade the city's roadway network but have not required to invest in funding future improvements. Further, these sites tend to be minimally improved due to the low cost to operate and remove valuable land from potential development desired under the City's General Plan. These facilities are often located in areas that have higher tax rate areas, but generate little to no property tax. Further, such uses can present a negative image to existing and prospective desirable businesses, and damage the vitality and synergistic opportunities in the Industrial zone, thereby harming the overall development potential in the community. The General Plan includes policy 2.A.2, which states that the City should maintain high expectations for development as land is a finite resource, given the City's Urban Limit Line. Other related

General Plan policies include policy 3.K.2, which provides that the City, consider user fees or maintenance districts to address transportation infrastructure maintenance needs, policy 4.A.1, which states that the City shall focus on projects that will maximize long-term net revenues and diversify the city's economic base, and policy 4.B.3 which requires new development to pay its fair share of needed public facilities and infrastructure improvements and maintenance.

Recently, the City received interest in a larger truck parking facility (over 500 trucks) on a property located along the city's eastern boundary. The extent of the number of trucks proposed would create a significant impact on the city. This type of facility takes up large amounts of valuable land area that is often located in areas that have higher base tax rates. These uses generally have very low employment and generate no sales tax. Therefore, it is staff's opinion that such uses do not promote the City's goals of achieving aesthetic, fiscal health, or fostering economic growth in the community.

The proliferation of truck parking, storage, and repair and overhaul uses in Woodland, particularly in the industrial zones, poses a threat to public health, safety and welfare in that expansion of such uses depreciates the potential tax base, presents a negative image to existing and prospective desirable business, and damages the vitality and synergistic opportunities in the industrial district thereby harming the overall development potential in the community.

The City did not anticipate the number and intensity of proposed inquiries in the industrial zones for truck parking, storage, repair and overhaul facilities, and the City Council finds that there are resulting impacts previously unanticipated by the City.

At this time, staff is recommending that the City Council consider a moratorium in the form of an urgency ordinance that prohibits, Parking Facilities, Including Truck and Trailer Parking, Park and Ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal, and Repair and Overhaul facilities from locating in the Industrial District of the City of Woodland until staff is able to modify the Zoning Ordinance for the Industrial (I) Zone to limit or prohibit such uses as part of the Comprehensive Zoning Code update.

Discussion:

Urgency Ordinance

The City Council may adopt an urgency ordinance, which would go into effect immediately and remain in effect for 45 days unless extended within those 45 days. An interim urgency ordinance requires a 4/5 vote for adoption and requires the City Council to make findings that the interim ordinance is being adopted for the immediate protection of public health, safety, and welfare. The intent of such an urgency ordinance would be for it to remain in effect only until the City Council adopts an ordinance to regulate truck parking facilities within the City of Woodland to prevent further over-saturation and to avoid impacts associated with such uses.

The proposed ordinance would go into effect immediately and would be in effect for 45 days, unless further extended once for 10 months 15 days, and a second time for a year by the City Council following a noticed public hearing. It is the staff's intent to evaluate this issue in connection with the comprehensive zoning code update process.

Conclusion:

Staff recommends that the City Council 1) Receive information about the proposed Urgency Ordinance; and 2) Adopt an urgency ordinance prohibiting the processing and/or approval of any and all Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer pParking, Park and Ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal Facilities in the Industrial (I) Zone in the City of Woodland; and 3) Direct staff to prepare necessary zoning amendments to address truck and trailer parking, storage and repair uses in the Industrial district.

Prepared by: Cindy Norris, Principal Planner

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

Attachments:

1. ATT 1 Urgency Ord Truck Parking Storage and Repair Industrial 11.2.22

URGENCY ORDINANCE NO. _____

**AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF WOODLAND ESTABLISHING A MORATORIUM ON
ANY AND ALL TRUCK AND TRAILER PARKING, STORAGE, AND
REPAIR AND OVERHAUL FACILITIES IN THE INDUSTRIAL
DISTRICT OF THE CITY OF WOODLAND, TO TAKE EFFECT
IMMEDIATELY, AND DECLARING THE URGENCY THEREOF**

WHEREAS, the existing truck and trailer parking, storage, and repair and overhaul facilities located in the City and have been allowed under the City's Zoning Code to operate in the industrial zone as a permitted use; and

WHEREAS, the following uses as stated in Table 3, Section 17.92.020, are specifically the subject of this Urgency Ordinance: "Truck and Trailer Service Repair and Overhaul; Parking Facilities, including truck and trailer parking, park and ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities" in the Industrial (I) Zone, and shall be referred to generally as truck and trailer parking, storage, and repair and overhaul facilities.

WHEREAS, the City Council approved the 2035 General Plan, which envisions a prosperous and fiscally sound community that offers abundant employment opportunities to its residents as well as a destination for visitors desiring to experience the City's unique agricultural, historical, recreational, cultural, and entertainment amenities; and

WHEREAS, the Interim Zoning Code did not address areas that are zoned Industrial, where truck and trailer parking, storage, and repair and overhaul facilities are allowed as a permitted, by-right use; and

WHEREAS, the proliferation of truck and trailer parking, storage, and repair and overhaul uses in Woodland, particularly in the Industrial Zone, through conversion of limited valuable limited land, existing facilities or development of new, poses a threat to the public health, safety and welfare in that expansion of such uses damages existing roadways, depreciates the potential tax base, presents a negative image to existing and prospective desirable business, and damages the vitality and synergistic opportunities in the industrial district thereby harming the overall development potential in the community; and

WHEREAS, truck and trailer parking, storage, and repair and overhaul facilities do not promote the City's goals of achieving either aesthetic or fiscal health of the community, do not foster economic growth, do not promote the City's agricultural heritage or an environmentally sustainable community, and the City is becoming increasingly concerned about the over-saturation of such facilities in the City and the increased interest in locating even more truck and trailer parking, storage, and repair and overhaul facilities within the City's Industrial Zone; and

WHEREAS, the City Council now desires to adopt a moratorium that prohibits truck and trailer parking, storage, and repair and overhaul facilities from locating in the Industrial Zone of the City of Woodland; and

WHEREAS, during the pendency of this moratorium, the City Council has directed City

staff to prepare an amendment to the Zoning Ordinance to regulate truck and trailer parking, storage, and repair and overhaul facilities within the Industrial Zone of the City of Woodland; and

WHEREAS, this urgency ordinance is adopted pursuant to the requirements of Government Code section 65858 and shall be in effect for 45 days unless further extended by the City Council of the City of Woodland.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Used Identified in Table 17.92.020 as Subject to the Moratorium:

The following uses are listed in the Zoning Code Table 3 - Permitted uses in the Industrial Zone, as subject to the moratorium:

- Auto, Boat, RV, Bus, Truck and Trailer Service:
 - Repair and Overhaul
- Industrial Yard Uses:
 - Parking Facilities, Including Truck and Trailer Parking, Park and Ride lots
 - RV, Boat, Auto, Truck and Trailer Storage
 - Truck Terminals

Section 2. Findings.

The City Council of the City of Woodland hereby makes the following findings in support of the immediate adoption and application of this urgency interim Ordinance regulating truck and trailer parking, storage, and repair and overhaul facilities in the City of Woodland:

A. The City currently has an over-concentration of truck and trailer parking, storage, and repair and overhaul facilities within its borders and has recently seen an increase in inquiries to locate even more such facilities within the City. The Woodland Zoning Code permits truck and trailer parking, storage and repair and overhaul facilities in industrial zones leading to this over-concentration.

B. The Land Use Element of the City's 2035 General Plan includes specific goals and policies that aim to minimize land use conflicts and develop a logical pattern of land use as well as to upgrade the City's appearance and establish a strong economic base. Specifically, Goal 2.A of the City's General Plan provides that the City will support sustainable growth through orderly, well planned development that provides for economic growth, strong social ties, protection of the environment, an enhanced quality of life, and preservation of Woodland's community character and agricultural heritage. The General Plan includes a policy that the City should maintain high expectations for development as land is a finite resource, especially given the City's Urban Limit Line. The City Council finds that the large number of existing truck and trailer parking, storage, and repair and overhaul facilities and the potential for additional facilities is inconsistent with the General Plan's goals of economic growth and high expectations for development.

C. The City of Woodland is a small city. Due to its small size, the proliferation of

truck and trailer parking, storage, and repair and overhaul facilities in the City has the potential to adversely affect the City's economic and aesthetic environments by over-saturating the City with such facilities for storage purposes rather than with research and development, manufacturing, and industrial uses that the City is endeavoring to promote.

D. The large number of truck and trailer parking, storage, and repair and overhaul facilities within and around the City of Woodland contribute to an overall negative aesthetic image and do not promote complete neighborhoods, active living, neighborhood interaction, or economic development.

E. Adoption of a moratorium on truck and trailer parking, storage, and repair and overhaul facilities will provide the City with an opportunity to review and revise its Zoning Ordinance in order to prevent the current over-proliferation of truck and trailer parking, storage, and repair and overhaul facilities in the City from further expanding.

F. Due to the City's need to study and review its Zoning Ordinance, it is urgent that the City study and evaluate the options available to it regarding regulation of truck and trailer parking, storage, and repair and overhaul facilities to prevent the adverse impacts that may result from continued approvals and conditional approvals of truck and trailer parking, storage, and repair and overhaul facilities in the Industrial zone of the City.

G. Based on the above findings and all evidence in the record, there is a need to enact an urgency interim ordinance establishing a moratorium on all new truck and trailer parking, storage, and repair and overhaul facilities within the Industrial Zone in the City of Woodland. This Ordinance is necessary for the preservation of the public health, safety, and welfare. It is the intent of the City Council that this Ordinance take effect immediately pursuant to Section 65858 of the Government Code.

Section 3. Moratorium. Based on the facts and findings set forth in the recitals and Section 2 of this Ordinance, the City of Woodland hereby establishes a moratorium on the establishment of new truck and trailer parking, storage, and repair and overhaul facilities in the Industrial Zone of the City of Woodland. No new application for a building permit, business permit, conditional use permit, or any entitlement for the establishment or expansion of a truck and trailer parking, storage, and repair and overhaul facility shall be processed or approved in the Industrial Zone during the term of the moratorium.

Section 4. Moratorium Term. This Ordinance shall expire, and the moratorium established herein shall terminate, 45 days after the date of its adoption unless extended by the City Council, at a regularly noticed public hearing, pursuant to California Government Code section 65858.

Section 5. Planning Study. The Community Development Director shall commence the review of the Zoning Ordinance and shall prepare all items necessary and appropriate in order to recommend to the City Council the appropriate Zoning Ordinance amendments and criteria for further regulation of truck and trailer parking, storage, and repair and overhaul facilities as part of the comprehensive zoning code update process.

Section 6. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance and establishment of a moratorium

on truck and trailer parking, storage, and repair and overhaul facilities will have a significant effect on the environment because the Ordinance will maintain current levels of development and will not permit any truck and trailer parking, storage, and repair and overhaul facility that may have a significant impact on aesthetics or traffic levels. It is therefore exempt from any California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Section 7. Certification and Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in a newspaper in the City of Woodland.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the Woodland City Council held on the 15th Day of November, 2022 by the following vote.:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ana B. Gonzalez, City Clerk

Mayra Vega, Mayor

Approved as to Form

Ethan Walsh
City Attorney