



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

August 15, 2023
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representative: City Manager and Director of Administrative Services
Employee Organization: Woodland Professional Firefighters Association and Fire Mid-Management Association
2. CONFERENCE WITH LABOR NEGOTIATORS (Sec. 54957.6)
Unrepresented employee: City Manager

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. LAND ACKNOWLEDGEMENT

G. 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 communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

H. 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.

I. PRESENTATIONS

5. SUBJECT: Civic Fellowship Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Civic Fellowship Program.

J. CONSENT CALENDAR

6. SUBJECT: Proclamation Honoring Pastor Larry Love

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring Pastor Larry Love on his upcoming retirement.

7. SUBJECT: City Council Meeting Minutes of July 18, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of July 18, 2023.

8. SUBJECT: Parks & Recreation Commission Meeting Minutes of May 22, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the May 22, 2023 Parks & Recreation Commission Meeting Minutes.

9. SUBJECT: Sustainability Advisory Committee Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Sustainability Advisory Committee's Meeting Minutes from June 21, 2023

10. SUBJECT: Fire Department Quarterly Status Report for the Period of April 2023 - June 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2023 through June 2023.

11. SUBJECT: Police Department Quarterly Status Report for the period of April 2023 through June 2023
- RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for April 2023 through June 2023.
12. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended June 30, 2023
- RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending June 30, 2023.
13. SUBJECT: Salary Schedule - July 1, 2023
- RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland salary schedule effective July 1, 2023.
14. SUBJECT: Woodland Professional Firefighters' Association Memorandum of Understanding
- RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2023 through June 30, 2026) with the Woodland Professional Firefighters' Association.
15. SUBJECT: TerraVerde Agreement for Solar Asset Management Services
- RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an agreement for solar asset management services with TerraVerde Energy, LLC.
16. SUBJECT: New Agreement and Contract Amendment #9 with Interwest Consulting Group
- RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #9 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$142,222, (2) extend the term of the Agreement through June 30, 2024, and (3) authorize the City Manager to execute a new Agreement with Interwest Consulting Services in an amount not to exceed \$200,000 to provide as-needed plan check services for large development projects utilizing an Advanced Funding Agreement (Liability Account)
17. SUBJECT: 2023 Road Maintenance Project, CIP 23-01
- RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, rescinding the construction contract for the 2023 Road Maintenance Project, CIP 23-01.
18. SUBJECT: Approval of 2022 Continuum of Care Grant Agreement No. CA1423L9T212207 with U.S. Department of Housing and Urban Development; and Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) for Permanent Supportive Housing Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to 1) execute Grant Agreement No. CA1423L9T212207 with U.S. Department of Housing and Urban Development for the 2022 Continuum of Care Program (CFDA No. 14.267) funded in the amount of \$348,174; 2) execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) funded in the amount of \$339,702; and 3) approve an additional appropriation of \$997 to the Supportive Housing Program Fund (1322) for Fiscal Year 2023/24.

19. SUBJECT: Appropriation of Recreation Enterprise Funds for Carpet Replacement Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the appropriation of \$85,000 from the Recreation Enterprise Fund (2253) for the installation of carpet at the Community & Senior Center.

20. SUBJECT: Authorization of Appropriation Funds from Water Fund Balance to Replace the Water Distribution Crane Truck and Authorizing the City Manager to Enter into a Contract with Woodland Ford for its Purchase.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the appropriation of \$309,725 from Water Enterprise Fund (2210) and the same \$309,725 from the Equipment Replacement Fund (2012) where funds will be spent to replace the crane truck #4-002 and authorize entering into a contract with Woodland Ford for its purchase.

21. SUBJECT: Authorize sole-source contracts for the purchase of replacement Sensus SmartPoint Water Meters, Radio Transceivers and Subscription Service.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute sole-source contracts for the purchase of replacement Sensus SmartPoint Water Meters, Radio Transceivers and the annual Subscription Service with AquaMetrics in a total amount not-to-exceed \$200,000.00 increasing 5% annually.

22. SUBJECT: Water Supply Assessment for the Woodland Research and Technology Park Specific Plan Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Water Supply Assessment for the Woodland Research and Technology Park Specific Plan project.

K. PUBLIC HEARINGS

23. SUBJECT: Beeghly Ranch Lot D and Lot G (Tim Lewis - Revival) Development Agreement Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) Hold a public hearing; and 2) introduce and waive the first reading of an Ordinance approving the First Amendment to the project Development

Agreement #20-02 between TL REVIVAL, L.P, (Tim Lewis Consulting) and the City of Woodland to allow the payment of affordable housing fees in lieu of constructing the remaining required 14 affordable inclusionary housing units.

L. REPORTS OF THE CITY MANAGER

24. SUBJECT: Approval of Fiscal Year 2022/23 and Fiscal Year 2023/24 Animal Services Contracts

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2022/23 and Fiscal Year 2023/24 Animal Services Agreements with Yolo County for the amount of \$1,090,770 and \$1,184,000, respectively.

M. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, August 15, 2023 was posted on Friday, August 11, 2023 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: August 15, 2023
ITEM #: G.3
SUBJECT: General Public Comments

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Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: H.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".

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED CITY COUNCIL LONG RANGE CALENDAR

September 5TH

REGULAR MEETING

City Council Meeting Minutes of August 15, 2023

2nd Reading - Beeghly Ranch Development Agreement Amendment

1st Reading – Amendment to City Code Chapter 9.28 Offenses – Miscellaneous

Bond Interest Rate Conversion

Sewer Collection System Wastewater Treatment Master Plan, CIP 14-07 - WPCF Master Plan

Woodland Research & Technology Park – Final EIR & Specific Plan

September 19TH

REGULAR MEETING

FY 2023 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

2nd reading – Amendment to City Code Chapter 9.28 Offenses – Miscellaneous

FY 22/23 Budget Carry Over Requests

October 3RD

REGULAR MEETING

City Council Meeting Minutes of September 5, 2023 and September 19, 2023

Breast Cancer Awareness Month Proclamation

Lemen Avenue / Armfield Visioning Presentation

October 17TH

REGULAR MEETING

Fire Department Strategic Plan

Comprehensive Zoning Adoption

Future Topics / Study Sessions:

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

Rule 20A Undergrounding District (TBD)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: I.5
SUBJECT: Civic Fellowship Program

Recommendation for Action: Staff recommends that the City Council receive a presentation on the Civic Fellowship Program.

Staff Contact:

Amanda Portier, Marketing & Business Relations Specialist, (530) 661-5920,
amanda.portier@cityofwoodland.org

Fiscal Impact:

The costs for 2023 Civic Fellowship program are estimated to total approximately \$57,000. The program costs were allocated as part of the City's American Rescue Plan Act (ARP) Spending plan and funded by General Fund revenue recovery funds.

Background:

The City of Woodland 2023 Civic Fellowship program established the City's first formal, paid program to engage young adults early in their professional career with public service opportunities. In City Council's "Destination 2023" priority goals, Council Members prioritized local recruitment for public service jobs across all sectors. The City's Equity Action Plan identified the establishment of a Civic Fellowship Program as a strategic action to help further this goal. The City Manager's Office of Equity, Engagement, Economy, and Environment led this initiative with support from all City departments.

Discussion:

During the 2023 Civic Fellowship Program's eight weeks, eight fellows completed important projects across the City and participated in weekly program-wide activities. In Spring 2023, staff completed recruitment, hiring, and onboarding, and the program ran from June 19 to August 11.

Recruitment & Hiring

In Spring 2023, staff opened applications for eight fellow positions. Staff communicated with several community workforce and educational institutions to reach a diverse population of potential candidates.

Staff worked with Human Resources (HR) to facilitate application review, interviews, hiring, and onboarding. Staff coordinated with each department to create a scoring rubric tailored to each fellow position and scored applications accordingly. A portion of applicants were invited to interview with each department that they qualified for. Department leads selected their top candidate and HR completed the hiring and onboarding process.

Program

The program ran from June 19 - August 11. During the eight weeks, fellows primarily worked within their department. The respective accomplishments of the fellows is detailed below:

- *Beatriz Abarca*, Library - Square One Maker Camp: Completed outreach, created lesson plans, facilitated day-to-day activities, and served as a bilingual resource for the Square One Maker Camp.
- *Lydia Rice*, Public Works Department: Created Standard Operating Procedures to guide purchasing activities and launched the development of a Green Fleet Policy.
- *Yash Tyagi*, Administrative Services Department - Information Technology Division: Completed a Wi-Fi survey, inventory management, enterprise level IT Networking, and a Wi-Fi heat map to address weak points in the City's network.
- *Sophia Depew*, Community Development Department - Planning Division: Created a step-by-step guide for developing Accessory Dwelling Units (ADUs) in Woodland to meet new state regulations and help the public navigate ADU development.
- *Shersten Rosenfeld*, Community Services Department: Created a diversity, equity, and inclusion survey to analyze the department's inclusivity, climate, and accessibility for program participants, families, and staff, and updated the housing resources and webpage.
- *Brandon Rueda*, Fire Department: Created a Hazard Mitigation Plan to better mitigate potential disasters and a Public Education Toolkit to improve public communications and minimize casualties.
- *Arielle Bardwil*, City Manager's Office: Supported communications efforts including creating webpages for the Equity Action Plan and Civic Fellowship Program, created Small Business Guides and translated them into Spanish, updated the housing webpage, and prepared social media posts.
- *Brandon Williams*: Supported planning efforts for National Night Out and helped with vehicle abatement to remove violating and/or abandoned vehicles from neighborhoods.

Weekly activities introduced fellows to different aspects of local government and advanced their professional development skills. Staff coordinated with various departments and local partners to facilitate the activities, which included professional development workshops led by YoloWorks!, panel discussions with local elected officials and department heads, and visits to local nonprofits, community programs, and community assets.

Next Steps

Staff will review results from program evaluations completed by both the fellows and the department leads. Staff will begin preparing for the 2024 Civic Fellowship Program in December.

Conclusion:

Staff recommends that the City Council receive an update on the Civic Fellowship Program.

Prepared by: Amanda Portier, Marketing & Business Relations Specialist

Reviewed by: Spencer Bowen, Communication & Strategic Policies Manager



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.6
SUBJECT: Proclamation Honoring Pastor Larry Love

Recommendation for Action: Staff recommends that the City Council adopt a proclamation honoring Pastor Larry Love on his upcoming retirement.



Ken Hiatt
City Manager

Attachments:

1. Larry Love Proclamation

**CITY OF WOODLAND
PROCLAMATION
HONORING PASTOR LARRY LOVE**

WHEREAS, Pastor Larry Love will be retiring from ministry at the Christian Church of Woodland August 31, 2023, after serving the church and the Woodland community for almost 35 years; and

WHEREAS, Pastor Larry was born and raised in Idaho and Oregon and attended Northwest Christian College; and

WHEREAS, after college Larry moved to Santa Cruz and while attending Garfield Park Christian Church he was called to ministry. He then went to Fuller Seminary in Southern California; Red Bluff and Corning Christian Churches and then Woodland; and

WHEREAS, Larry has been involved in not only the life of the church, but in the life of the community, as well; and

WHEREAS, Larry has performed many memorial services and weddings. He has been very active in WEMM (Woodland Ecumenical Multifaith Ministries) serving as their president and supporting the yearly Peace Picnic, the distribution of food holiday baskets and ecumenical Thanksgiving service. He has been a volunteer on-call chaplain at Woodland Memorial Hospital and led worship services at Juvenile Hall; and

WHEREAS, Larry's passion for the last few years has been affordable housing for low-income folks. He has worked with and supported homeless people who come to the church for help. He has spent much time on this effort because he feels strongly that that is what God is asking the church to do. He has supported 4th and Hope and is also supporting a 'tiny house' project which he hopes will be built soon; and

WHEREAS, Pastor Larry Love lives the life described in Micah 6:8---what does the require of you, but to do justice, love kindness and live in humble fellowship with our God.

NOW, THEREFORE, the City Council of the City of Woodland does hereby join family and friends of Pastor Larry Love in honoring him for his commitment to the community and wishing him well in retirement.

Dated: August 15, 2023

Vicky Fernandez, Mayor

Tania Garcia-Cadena, Vice Mayor

Rich Lansburgh, Council Member

Tom Stallard, Council Member

Mayra Vega, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.7
SUBJECT: City Council Meeting Minutes of July 18, 2023

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of July 18, 2023.

Staff Contact:

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



Ken Hiatt
City Manager

Attachments:

1. 07.18.23 Minutes_DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, July 18, 2023

6:00 PM

City Council

CITY COUNCIL

CLOSED SESSION

5:00 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code §54957)
Title: City Manager

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:05 PM.

D. ROLL CALL

All City Council Members present.

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

ABSENT: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Environmental Resources Analyst Rosie Ledesma.

F. LAND ACKNOWLEDGEMENT

Land Acknowledgement read by Mayor Vicky Fernandez.

G. COMMUNICATIONS - PUBLIC COMMENT

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None.

2. SUBJECT: General Public Comments

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Email from CommunicateCcib regarding removal of speed limit.

H. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

3. SUBJECT: Long Range Calendar

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

I. PRESENTATIONS

4. SUBJECT: Sacramento-Yolo Mosquito & Vector Control District Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District regarding current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus.

Received an update from Luz Maria Robles, Public Information Officer for the Sacramento-Yolo Mosquito & Vector Control District regarding current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus.

J. CONSENT CALENDAR

5. SUBJECT: City Council Meeting Minutes of June 6, 2023 and June 20, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of June 6, 2023 and June 20, 2023.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of June 6, 2023 and June 20, 2023.

6. SUBJECT: Sustainability Advisory Committee Updates & Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive recent meeting minutes and updates from the Sustainability Advisory Committee

Received recent meeting minutes and updates from the Sustainability Advisory Committee.

7. SUBJECT: Community Services Department Quarterly Status Report for Fourth Quarter FY23

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the Fourth Quarter FY23.

Received the Community Services Department Quarterly Status Report for the Fourth Quarter FY23.

8. SUBJECT: Support for SB 511

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize the City Manager to submit a letter of support for SB 511, which would require the California Air Resources Board (CARB) to assemble and share greenhouse gas inventories with local governments.

Authorized the City Manager to submit a letter of support for SB 511, which would require the California Air Resources Board (CARB) to assemble and share greenhouse gas inventories with local governments.

9. SUBJECT: Beverage Container Recycling Grant Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$210,000 of grant funds to the State Grants Fund (1325) to assist with implementing recycling programs and SB 1383 compliance into Woodland schools.

Adopted RESOLUTION NO. 8115, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND

AUTHORIZING APPROPRIATION OF FUNDS TO THE STATE GRANTS FUND (1325) PROVIDED FROM THE CALRECYCLE BEVERAGE CONTAINER RECYCLING GRANT PROGRAM.

10. SUBJECT: 2023/2024 CHP Cannabis Tax Fund Grant Award

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

1. Authorizing the Police Department to accept the FY23/24 CHP Cannabis Tax Fund Grant award in the amount of \$30,352.56; and
2. Authorizing the City Manager to appropriate \$30,352.56 in the Other Federal Grants Fund (1330) during the one-year grant period.

Adopted RESOLUTION NO. 8116, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND

AUTHORIZING THE POLICE DEPARTMENT TO ACCEPT THE 2023/2024 CHP CANNABIS TAX FUND GRANT IN THE AMOUNT OF \$30,352.56 AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS IN THE AMOUNT OF \$30,352.56 IN THE OTHER FEDERAL GRANTS FUND (1330) DURING THE 1-YEAR GRANT PERIOD.

11. SUBJECT: City Manager Employment Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Extending the Amended and Restated Employment Agreement between the City of Woodland and Ken Hiatt for a period of one year.

Prior to taking action on this item, City Attorney Ethan Walsh provided an oral report. Council Members adopted RESOLUTION NO. 8117, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN EXTENSION OF THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.

12. SUBJECT: Authorization to Request Patwin Name for New City Park

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize the City Manager to send a letter to Yoche Dehe Wintun Nation requesting a Patwin Name for a new City Park.

13. SUBJECT: Amendment of Resolution No. 7236 pertaining to Membership on the Sustainability Advisory Committee

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, amending Resolution No. 7236 pertaining to membership on the Sustainability Advisory Committee.

Adopted RESOLUTION NO. 8118, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING RESOLUTION NO. 7236 REGARDING MEMBERSHIP ON THE SUSTAINABILITY ADVISORY COMMITTEE.

14. SUBJECT: Rescind Stage Two, Water Warning of the City's Water Shortage Contingency Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, rescinding the Stage Two, Water Warning of the Water Shortage Contingency Plan, Appendix I of the Urban Water Management Plan.

Adopted RESOLUTION NO. 8119, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO RESCIND THE STAGE TWO WATER WARNING OF THE WATER SHORTAGE CONTINGENCY PLAN, APPENDIX I OF THE URBAN WATER MANAGEMENT PLAN.

15. SUBJECT: East Main Street Improvement Project, CIP 13-05; Contract Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services amendment for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$300,000 for a total agreement amount of \$1,139,298 and authorize the City Manager to execute the amendment.

Adopted RESOLUTION NO. 8120, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, APPROVING A CONSULTANT AMENDMENT FOR THE E. MAIN STREET IMPROVEMENT PROJECT, CIP 13-05.

16. SUBJECT: Gibson Road Improvement Projects, CIP 20-01 & 20-08; Contract Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services amendment for construction management and inspection services with UNICO Engineering Consultants, Inc. in the amount of \$423,734.79 for a total agreement amount of \$1,848,085.21 and authorize the City Manager to execute the amendment.

Adopted RESOLUTION NO. 8121, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, APPROVING CONSULTANT AMENDMENT FOR THE GIBSON ROAD IMPROVEMENT PROJECT, CIP 20-01 & 20-08.

17. SUBJECT: Approve a Contract Amendment with LPA, Inc. for architectural & engineering design changes related to the Southeast Area Aquatic Center Project (CIP #19-18)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute contract amendment #1 with LPA, Inc. for design changes related to the Southeast Area Aquatic Center Project (CIP #19-18) in an amount not to exceed \$244,500.

Adopted RESOLUTION NO. 8122, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT #1 WITH LPA, INC. FOR ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR THE SOUTHEAST AREA AQUATIC CENTER PROJECT, CIP 19-18.

18. SUBJECT: Conveyance of Parcel 2 (APN 027-360-043) at East Beamer Way Development to Friends of the Mission for the Operation of the Permanent Supportive Housing Units

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) authorizing the City Manager to execute any and all documents necessary or convenient to convey fee title of the Permanent Supportive Housing property (APN 027-360-043) located at the East Beamer Way Campus to Friends of the Mission for the purpose of operating the Permanent Supportive Housing Units; and 2) authorizing the City Manager to execute parking and storm drainage easement deeds over adjacent City property for the benefit of the East Beamer Way Campus; and 3) authorize the City Attorney to prepare a Maintenance Agreement to assign maintenance responsibilities associated with an emergency vehicle access road located on adjacent City property and required as a means of secondary access to the East Beamer Way Campus.

Adopted RESOLUTION NO. 8123, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONVEYANCE OF FEE TITLE OF PARCEL 2 (APN 027-360-043) TO FRIENDS OF THE MISSION FOR THE OPERATION OF THE PERMANENT SUPPORTIVE HOUSING UNITS.

19. SUBJECT: Forced Weed Abatement Cost Update and Submission of Special Assessments

RECOMMENDATION FOR ACTION: Staff recommends that City Council review the proposed special assessments for the city's forced weed abatement program from 2022 and 2023 and adopt Resolution No. _____, approving the submittal of the assessment package to the County Assessor's Office.

Adopted RESOLUTION NO. 8124, A RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL, related to Weed Abatement Liens.

20. SUBJECT: Special Assessment Tax Roll Collections

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll

for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts described herein.

Adopted RESOLUTION NO. 8125, A RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL, related to Waste Management Liens.

Mayor Vicky Fernandez made a request that staff get another opinion regarding Mr. Bruce Jacks recommendation pertaining to the Southeast Area Aquatic Center Project.

A motion was made by Council Member Stallard opposing this request. Member Stallard indicated that a decision had been made and therefore, they were going to stand by the decision and not engage in any further second-guessing of the decision. On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 4-1 vote, the motion to oppose getting a second opinion passed.

NOES: Members Garcia-Cadena, Lansburgh, Stallard and Vega

AYES: Mayor Vicky Fernandez

On a motion by Council Member Lansburgh, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members approved Consent Calendar Items No. 5 through 20.

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

NOES: None

K. PUBLIC HEARINGS

21. SUBJECT: Update Spring Lake Capital Improvement Plan and Award Construction Contract for South Canal Storm Ditch Widening Project, CIP 24-07

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Hold a Public Hearing;
- 2) Adopt Resolution No. _____, to:
 - a) Create a new capital project, South Canal Storm Ditch Widening Project, CIP #24-07
 - b) Approve the update to the Spring Lake Capital Improvement Plan, appropriating \$350,000 in Spring Lake Infrastructure – Storm Drain funding (Fund 1681) to the South Canal Storm Ditch Widening Project, CIP 24-07
 - c) Approve the reallocation of \$120,000 of Legacy Disposal Site Grant funds in State of California grant funding - CalRecycle (Fund 1325) to the South Canal Storm Ditch Widening Project, CIP 24-07 to provide a portion of the construction budget
 - d) Approve the reallocation of \$110,000 of Spring Lake Infrastructure - Storm Drain funding (Fund 1681) from the South Area Flowage Easement Project, CIP 19-14 to the South Canal Storm Ditch Widening Project, CIP 24-07 to provide a portion of the construction budget
 - e) Award a construction contract in the amount of \$451,669 to Ariza Construction, Inc. for the South Canal Storm Ditch Widening Project, CIP #24-07, and authorize a contract contingency of up to 15% (\$67,750).

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8126, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING FUNDS AND APPROVING A CONSTRUCTION CONTRACT WITH ARIZA CONSTRUCTION, INC. FOR THE SOUTH CANAL STORM DITCH WIDENING PROJECT, CIP 24-07.

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

22. SUBJECT: PUBLIC HEARING - Waste Management Liens

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

On a motion by Council Member Lansburgh, seconded by Council Member Vega, and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8127, A RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

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

23. SUBJECT: Woodland Tourism Business Improvement District Annual Assessment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Hold a public hearing to receive testimony regarding the City Council's intention to continue the Woodland Tourism Business Improvement District; and
2. Determine whether a legally sufficient protest is made; and
3. If no legally sufficient protest is made, adopt Resolution No. _____, approving the WTBD FY2023-24 Budget and affirming the continuation of the annual assessment for the WTBD for 2023-24 fiscal year.

On a motion by Council Member Vega, seconded by Mayor Vicky Fernandez and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8128, RESOLUTION OF THE CITY OF WOODLAND APPROVING THE WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT 2023-24 BUDGET AND AFFIRMING THE CONTINUATION OF THE ANNUAL ASSESSMENT OF THE DISTRICT FOR FISCAL YEAR 2023-2024.

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

L. REPORTS OF THE CITY MANAGER

24. SUBJECT: Approve the Woodland Local Road Safety Plan (LRSP), CIP 21-13

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve the Woodland Local Road Safety Plan (LRSP).

On a motion by Council Member Stallard, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8129,

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE
THE WOODLAND LOCAL ROAD SAFETY PLAN (LRSP), CIP 21-13.**

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

M. ADJOURN

Meeting adjourned at 7.23 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.8
SUBJECT: Parks & Recreation Commission Meeting Minutes of May 22, 2023

Recommendation for Action: Staff recommends that the City Council receive the May 22, 2023, Parks & Recreation Commission Meeting Minutes.

Staff Contact:

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

Discussion:

The Parks & Recreation Commission held its last meeting on July 24, 2023. At this meeting, the Parks & Recreation Commission approved the minutes from May 22, 2023, Parks & Recreation Commission Meeting.

Conclusion:

Staff recommends that the City Council receive the May 22, 2023, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. P&R Commission May 2023 minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, May 22, 2023

6:30 PM

A. CALL TO ORDER

630 pm

B. ROLL CALL

Council Members Present:

Absent:

Excused:

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Parks & Recreation Commission on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Commission and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent, if any. The Chair 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 WoodlandCSD@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the Parks & Recreation Commission meeting will be provided to the Commission 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 Parks & Recreation Commission meeting and during the Commission meeting will be provided to the Parks & Recreation Commission the day following the Commission meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

E. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Parks & Recreation Commission members and staff to make comments and announcements to express concerns, or to request the Commission's consideration of any items a Commission member would like to discuss at a future Commission meeting.

F. COMMITTEE REPORTS

1. Standing Committee Report

- Facilities Committee

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

Oral updates provided by commissioners:

Commissioner White-Snyder addressed concerns from the public about Ferns Park water feature being removed after being inoperable for several years.
Commissioner Murrietta provided a volunteerism update for After School Teen Pack pickleball and the program exceeded his expectations.

G. CONSENT CALENDAR

2. SUBJECT: Approve Parks & Recreation Commission Meeting Minutes for April 24, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the meeting minutes from the April 24, 2023 meeting.

On a motion by Commissioner Rashid Ali, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Commissioners approved Parks & Recreation Commission Meeting Minutes for April 24, 2023.

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

Noes: None

Absent:

H. BUSINESS ITEMS

3. Approve Commissioner Absence Request
No requests were made.

I. REPORT OF THE STAFF

4. SUBJECT: Community Services Department Staff report for May 22, 2023

RECOMMENDATION FOR ACTION: Parks & Recreation Commission receive the CSD staff report for May 22, 2023

Verbal updates provided by staff.

J. NEXT MEETING

5. The next meeting of the Parks & Recreation Commission is scheduled for June 26, 2023.

K. ADJOURN

On a motion by Commissioner Rashid Ali, seconded by Vice Chair Henry Murrieta and carried unanimously on a roll call vote, Commissioners adjourned the meeting.

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

Noes: None

Absent:

The meeting adjourned at 6:57 pm



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.9
SUBJECT: Sustainability Advisory Committee Minutes

Recommendation for Action: Staff recommends that the City Council receive the Sustainability Advisory Committee's Meeting Minutes from June 21, 2023.

Staff Contact:

Spencer Bowen, Communication & Strategic Policies Manager | (530) 661-5808,
spencer.bowen@cityofwoodland.org

Discussion:

Attached please find the Sustainability Advisory Committee's meeting minutes from June 21, 2023. The meeting's discussion focused on the Committee's recommended direction for General Fund dollars earmarked for sustainability (originally received from the American Rescue Plan Act). The SAC recommended studying bicycle-friendly improvements on Court Street in and around Downtown. Staff has begun work on a plan and will return to Council in the coming months.

Conclusion:

Staff recommends that the City Council receive the Sustainability Advisory Committee's Meeting Minutes from June 21, 2023.



Ken Hiatt
City Manager

Attachments:

1. Approved SAC Minutes 06.21.23



Sustainability Advisory Committee

Meeting Minutes

June 21, 2023

A. CALL TO ORDER 6:02 PM

B. ROLL CALL

Attendees: Members Aulman, Munoz, Serena, Ullrey, Grandia and Frankenbach

Staff: Spencer Bowen

C. PUBLIC COMMENTS

Cool Davis representative:

Are hoping to branch out with the county working with the nonprofit Spear Influence especially with our regional transit partners. I'm here to plug our current programming in the pledge. There has been a lot of information around the California Climate Commitment Pledge from the governor. Our pledge is open to everyone in Yolo County. Asking folks to commit between now and next Earth Day for 6 items: energy, transportation, eating thoughtfully, resilience, and getting involved. We have lots of suggested actions in each category or people can choose other for whatever works for them. We have an easy to more difficult progression on the list to make it easy for everyone. We have an electrical moped as our grand prize as well as smaller prizes. We're hoping to partner and run this yearly. The key action is picking the menu that fit the community. I welcome the committee's interests in working with us to expand and to encourage folks to step up. We have a great way of tracking what people are doing and what appeals to others, we're asking questions and hosting gatherings to prove support. The flyer can be found digitally online: cooldavis.org/pledge. We also have specific programming for kids and are looking into making it a school program.

D. MEMBER REPORTS

Aulman: We be hearing back from the Green Schoolyards grant by the end of June. The grant has real implications for the Woodland district. If it comes through, that's 5 campuses with \$2 million each plus to increase tree canopy, create learning centers and many other improvements. 3 years of planning

implementation and maintenance included. So, we'll see. I think the footprint of the district is large enough in Woodland that it'll be a significant benefit to Woodland.

Grandia: The finalized updates to the integrated pest management policy at the school district. It goes above and beyond the minimum set by the state. So, some of the nuances are that if the district contacts someone with spray, then everyone will be notified. The district has committed to flagging areas in the spring that way people are aware and can be on the lookout. The district commits to cross-referencing on an annual basis and keeping tabs on the information from the European Union, such as pesticides that have been banned abroad, but not here. We are looking to do things beyond the letters of the law to the way the city deals with pesticides

Munoz: We're hopefully going to meet in July because we have not had the chance to. We'll have a report back in July and this is in regards to the Communications Committee.

Serena: I announced last meeting that we were going to be having a first in-person community info-session. I just wanted to thank you for sending out the information. Thank you all for promoting it and securing that space for us. We had a mix of Woodland and Davis residents, we also had child care. It was good to see parents. We're still synthesizing the feedback given, but it felt very rich and diverse for decisions around county transportation and working heat conditions. It was a very strong start. I think it's a good temperature gauge for us moving forward: what we can do better and what is working. There was an info session today and there will be one tomorrow. We strongly advise that you make these next ones. There will be more opportunities. Overall, I bet it went well because we have Supervisor Barajas and others there providing statements. I definitely think we are going to assess the outcomes and prepare for even stronger outreach next time. My next pivot would be to take them to locations where we are missing people from the population. We are open to any feedback or input from anyone.

Frankenbach: We have a CalFire grant to plant 150 trees, but we planted 160 and additionally we planted 27 trees at the transitional housing in late May. We had a lot of help from our two interns. We visited the more lower income parts of Woodland since that where was the grant required, we planted them. We planted 60 trees in this area and we need to put signs that show that the tree was planted with CalFire California Relief Grant. We put some trees by a development, and currently I'm watering the trees in the meantime. We are getting a couple more interns coming up.

E. STAFF REPORTS

Bowen: Last night on the consent calendar, council approved appointments starting July 1, 2023. Members Aulman, Munoz, Serena, Ullrey, Whitaker and Grandia are all coming back and then we have Richard Peterson here starting July 1 as well as Richard Bellows and Jennifer Greene to new four-year terms. We are looking forward to working with the new fleshed out committee. We had a little bit of a summer pause on our ongoing active transportation plan. My next meeting with those folks is in a week. Our meeting schedule, where we will discuss chair and vice chair appointment. We will need a vice chair to host a July meeting. We will be contacting new members to onboard them. We need to decide when our next meeting will be held and if we will be taking a summer break.

Member Serena volunteered to be at least temporary vice-chair for the time being.

F. MINUTES

RECOMMENDATIONS FOR ACTION: Staff recommends that the Sustainability Advisory Committee Approve its meeting minutes from March 15, 2023

RECOMMENDATIONS FOR ACTION: Staff recommends that the Sustainability Advisory Committee Approve its meeting minutes from May 17, 2023

Move to approve both: Munoz, seconded by Frankenbach. Unanimous approval.

G. PRESENTATIONS

No presentations

H. BUSINESS ITEMS

1. SUBJECT: Bike Friendly Investments

SUMMARY: Committee has decided that the First and Third choices are their preferences

Bowen: At the May meeting, we narrowed in on bike stuff. We discussed timelines. The group largely landed on recommending on more immediate bike-friendly improvements in the general downtown-core area with any remainder of this rescue plan funding reserve target projects identified as part of the active transportation plan, which will be done in December to further bike-friendly improvements. I spoke with multiple people throughout the city including traffic and community development people, city manager, my team in sustainability. We identified these four general pass-forwards, we would love for this committee to coalesce around one of these four this evening so then staff could then actually prepare a recommendation to council to pursue that direction in the near term. The one thing I wanted to call out is this note at the bottom on bike parking. Something I discovered in the month in between meetings is that the outdoor-dining parklet program, which the city partially supports directly with money will include

bike parking at the Gallery location on first street. Both the coffee shop and the city staff preference would be to build that and see how it goes before we fund more. It would be like a pilot program. It will be able to hold at least a dozen bicycles. The owners have committed to checking in on it to see how it goes. There is regular communication between the business owners and the city.

The four would include:

1. Court Street Improvements: This one would basically be doing some signage, striping and stuff. The city has decided that Court Street is the main place for bikes. Instead of doing lanes down main street, you would go down Court Street. This would be continuing these improvements on court. Signs for cyclists such as parklet this way or education signs for drivers. We do not have a list yet, but the general ideas are making it more accessible and usable for bikes as well as increasing safety.
2. Lockers Pilot: Make bike lockers so bikes are safe from weather and theft. Some advantages are bike security and lockers tend to be utilized by employees. This would help get cars off of streets because they would feel safe leaving their bike. We do not know how many bike lockers we would have in this moment.
3. General Signage and Striping: This could include better signage on Main Street as to where to park your bike. A local road safety plan such as identifying unsafe bike/car exits. Signage such as “watch your bike” or “watch the road.” This would benefit bike and car drivers as well as increasing bike friendliness downtown. This could help increase awareness of bike parking downtown.
4. Bike-Friendly Grant Program: The city could help business owners implement bike friendliness such as bike racks, etc. This idea is still in the works and could help target employee-commuter works, educational sites that aren’t schools, apartment buildings, grocery stores, etc. This would be a longer process because there would be an application involved, so the immediate impact would not be as drastic. We would need to make sure that these kinds of things are public, and not restrictive to certain businesses.

Committee landed on the Court Street improvements as their priority and directed staff to keep them updated on its progress.

Committee discussed street options for the some of the potential bike infrastructure and beneficiaries. Also discussed the use of statistics when determining the most adverse situations in the community. This item will be continued in July.

2. SUBJECT: Climate Action Plan

SUMMARY: Committee recommends to continue this discussion in July with the new members

Bowen: We want to bring it back to city council to let them know we are thinking about this. In my perspective, we should be thinking about some things in the short term that we should revisit about next steps? That we want to bring to City Staff's attention.

Although this Climate Action Plan focuses specifically on climate action. Climate action also includes issues such as water and air quality.

Various comments from SAC:

- The only thing that I saw to hang our hats on is doing a new inventory. It would be a good opportunity.
- One of the recommendations is to rename the document that way it can include other issues, such as water and air quality and other broad sustainability issues.
- There needs to be some regular evaluation about progress that has been made and how things have reduced this category of emissions. Right now, there is nobody in charge of that.
- We are looking at the opportunity of hiring someone like that for the county. We will see.
- The final report looks good. I like the community outreach part of it. One of the things I Have a question about Is relating to air quality. Are fire related things considered emergency services? Or is it also considered an environmental issue? I do think we should have a well-formulated response to these kinds of issues.
- These issues are more at the state level in terms of responses.

The committee members discussed ways in which they can assist community members in times of emergency.

I. ADJOURNED AT 7:54 PM



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.10
SUBJECT: Fire Department Quarterly Status Report for the
Period of April 2023 - June 2023

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2023 through June 2023.

Staff Contact:

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

Background:

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

Conclusion:

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2023 through June 2023.

Prepared by: Jeran Scruggs, Management Analyst

Reviewed by: Eric Zane, Fire Chief

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

Ken Hiatt
City Manager

Attachments:

1. Quarterly Report- Apr-Jun 2023



QUARTERLY REPORT

APRIL 1-JUNE 30, 2023



Total Calls for Service
5% decrease
from Q2 2022

2,325



Average Response Time
1 second decrease
from Q2 2022

4:59

Automatic
Aid

Aid Received

50

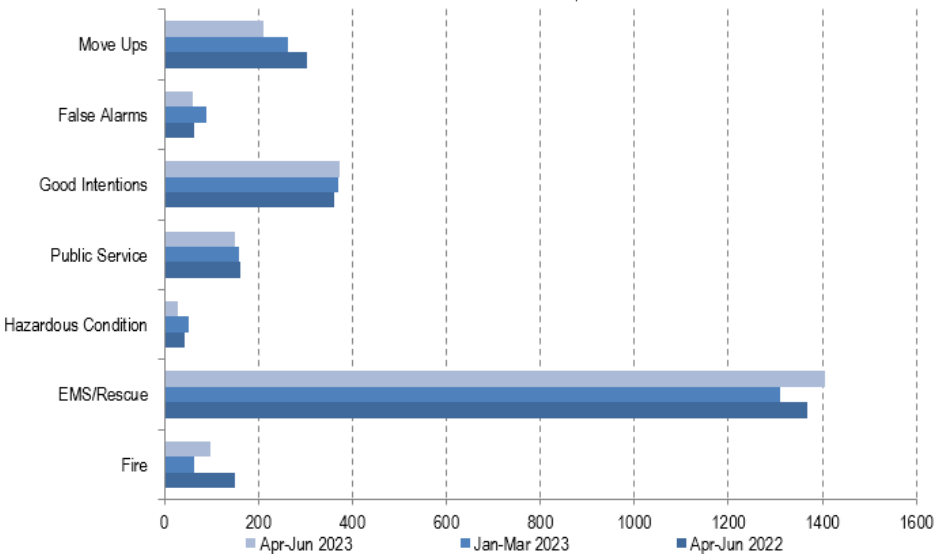
Aid Given

39

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

38%

Goal:
4 minutes 90% of the time

Average: 6:19

FIRE- OTHER

61%

Goal:
4 minutes 90% of the time

Average: 6:58

FULL FIRST ALARM

71%

Goal:
8 minutes 90% of the time

Average: 14:53

EMS

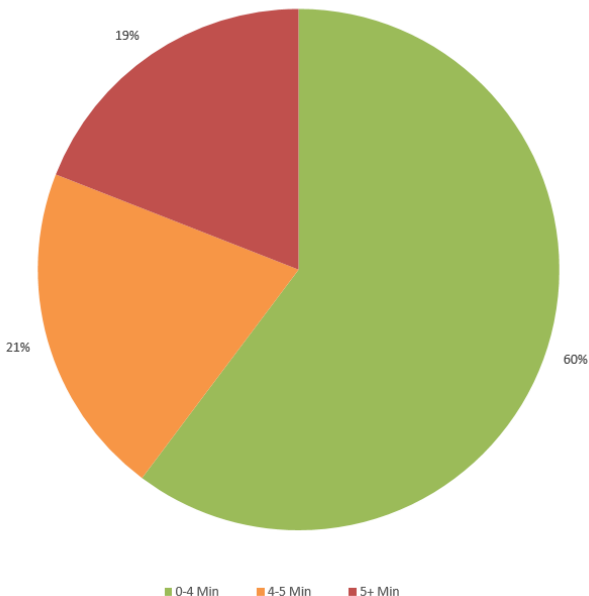
61%

Goal:
4 minutes 90% of the time

Average: 5:37

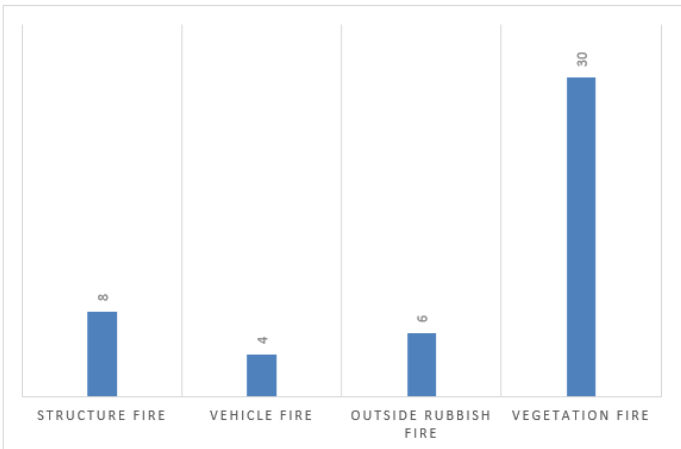
Priority Calls

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



Intentional Fires

April-June 2023

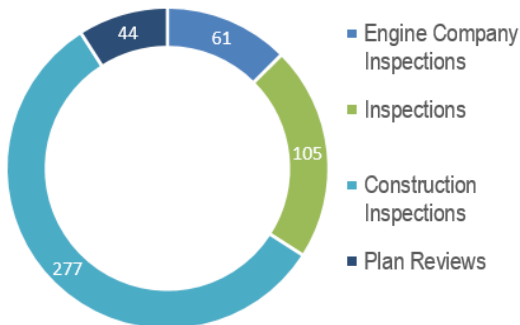


COMMUNITY RISK REDUCTION

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

Inspection & Plan Review

January-March 2023



Code Enforcement Hours

95.5



Public Education Outreach

3 events



Fire Investigations Conducted

17



Emergency Management Hours

60

Page 36

Total Inspections Completed

443

Public Outreach

This quarter, in addition to station tours, we participated in the Library's Read, Rumble, Rev event, the WCC Career Fair, the Senior Resource Fair, and had a booth at the Honey Festival. We are looking forward to seeing our friends throughout the Woodland Joint Unified School District as school starts up again soon!



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.11
SUBJECT: Police Department Quarterly Status Report for the period of April 2023 through June 2023

Recommendation for Action: Staff recommends that the City Council accept the Police Department quarterly status report for April 2023 through June 2023.

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 receive Status Reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Police Department quarterly status report for April 2023 through June 2023.

Prepared by: Trista Kennedy, Executive Assistant

Reviewed by: Derrek Kaff, Chief of Police

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

Ken Hiatt
City Manager

Attachments:

1. Woodland Police Department 2nd Quarter Report - 2023

2023 2ND QUARTER REPORT

DEPARTMENT STAFF



SWORN

69

BUDGETED FOR 72

PROFESSIONAL

19

BUDGETED FOR 20

PART-TIME

8

BUDGETED FOR 9

TOTAL

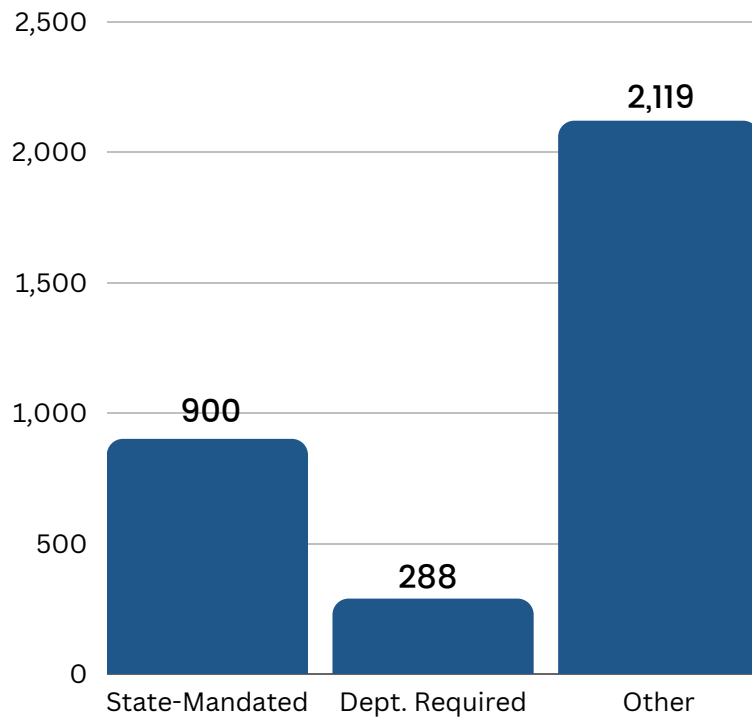
93

BUDGETED FOR 101



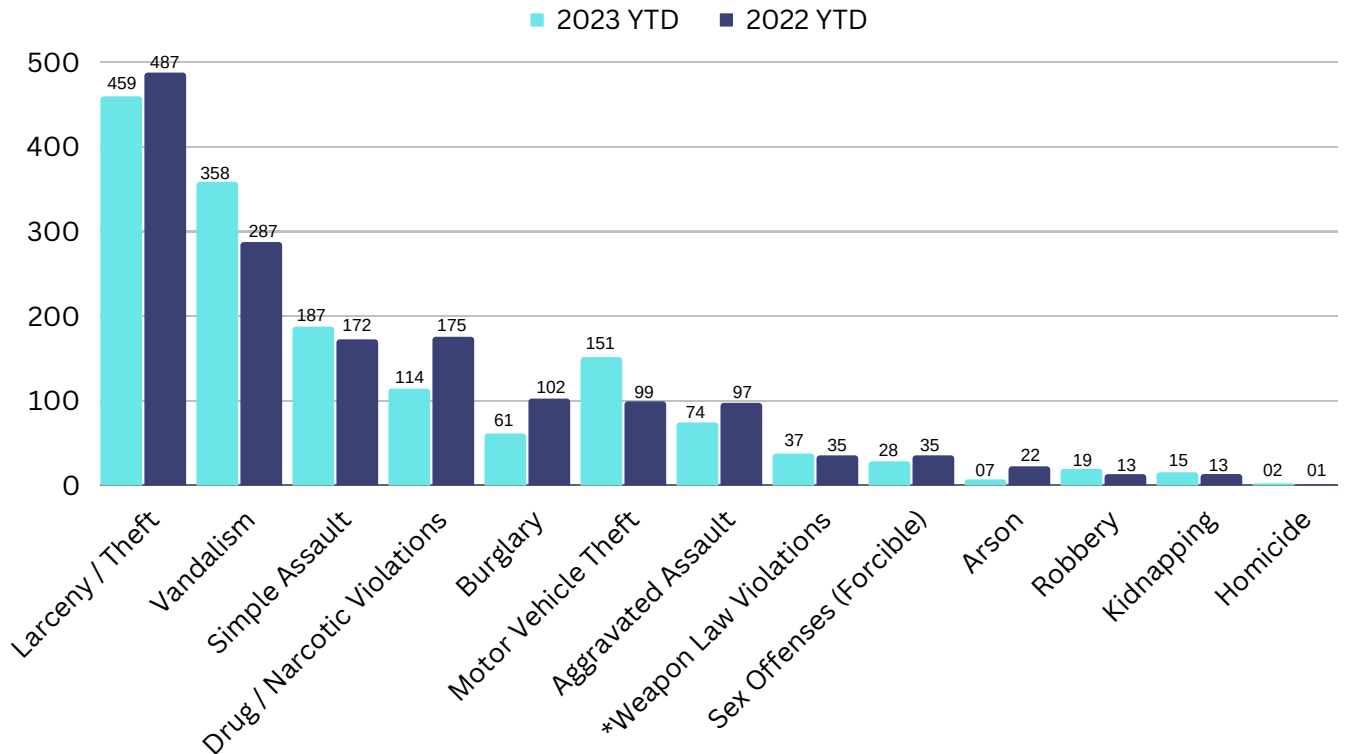
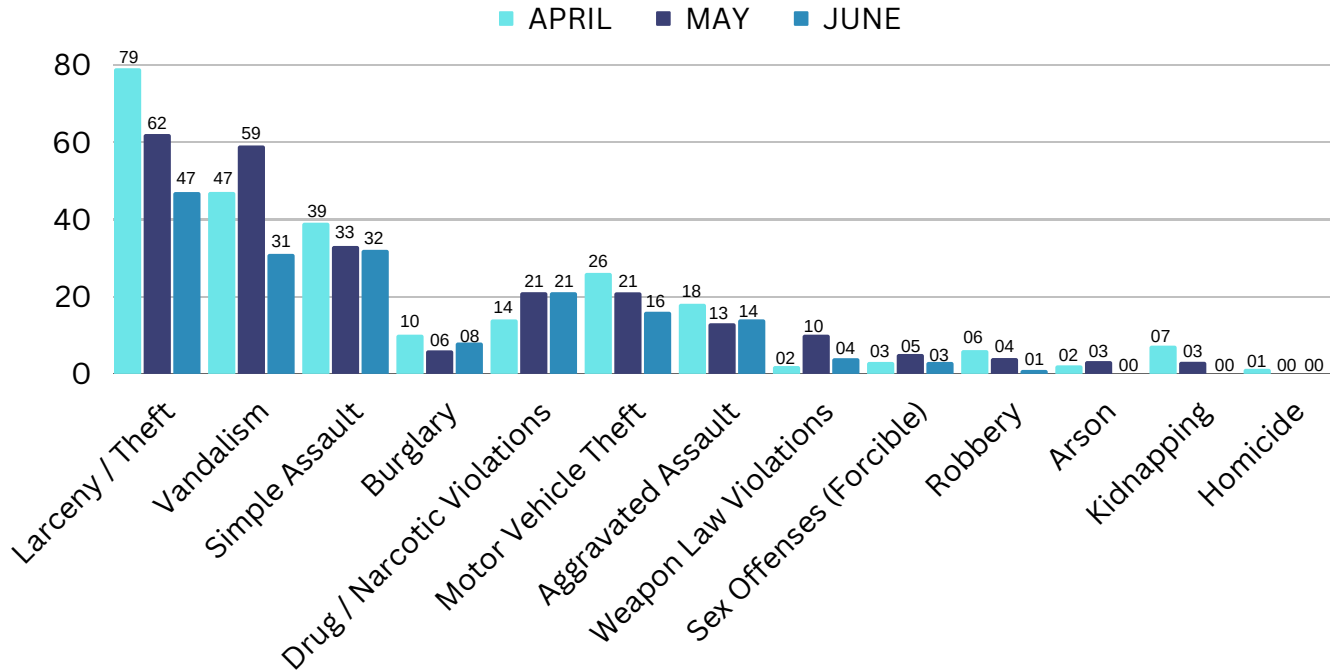
TRAINING

TOTAL TRAINING
HOURS: 3,307



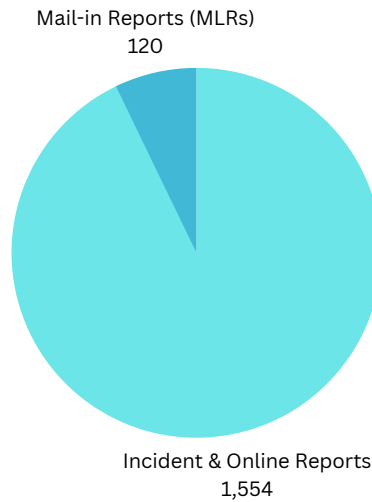
PATROL BUREAU

CRIME



PATROL BUREAU

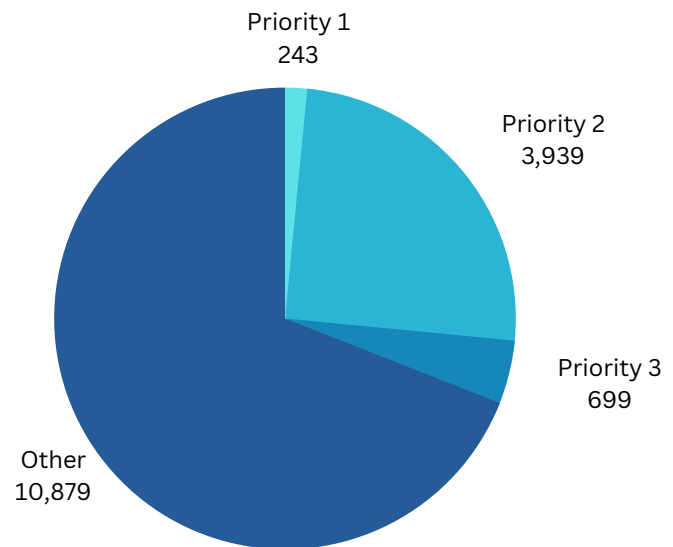
REPORTS



TOTAL REPORTS
2023 YTD:
3,531

TOTAL REPORTS
2022 YTD:
3,905

CALLS FOR SERVICE

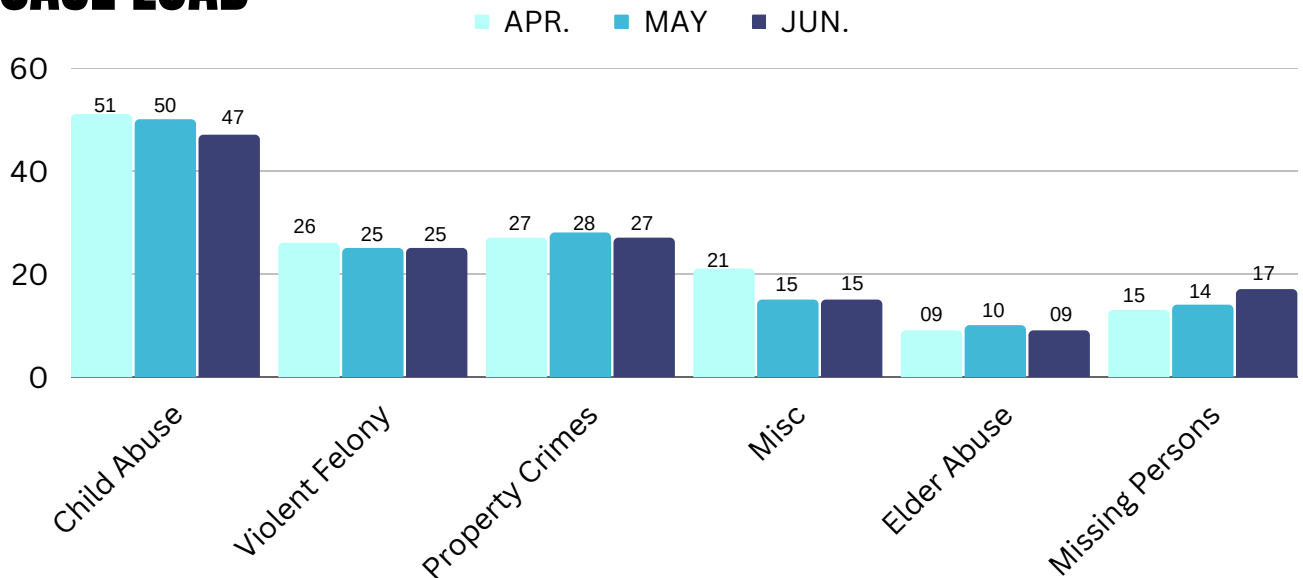


AVERAGE RESPONSE TIMES	2nd QTR.	*TIME IN CUE	PREVIOUS QTR.
Priority 1	9:02	3:55	9:09
Priority 2	13:43	7:20	15:59
Priority 3	21:29	12:44	19:54

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

INVESTIGATIONS BUREAU

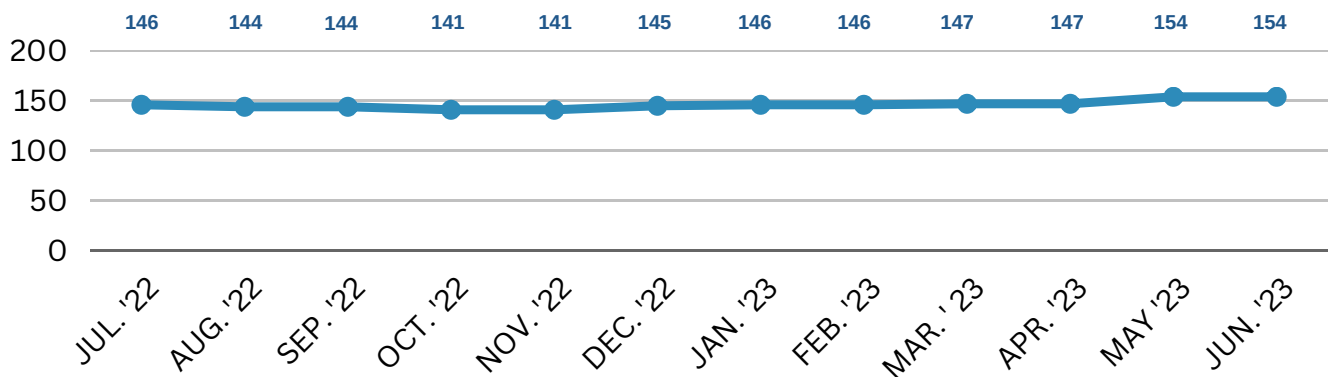
CASE LOAD



CASE STATUSES

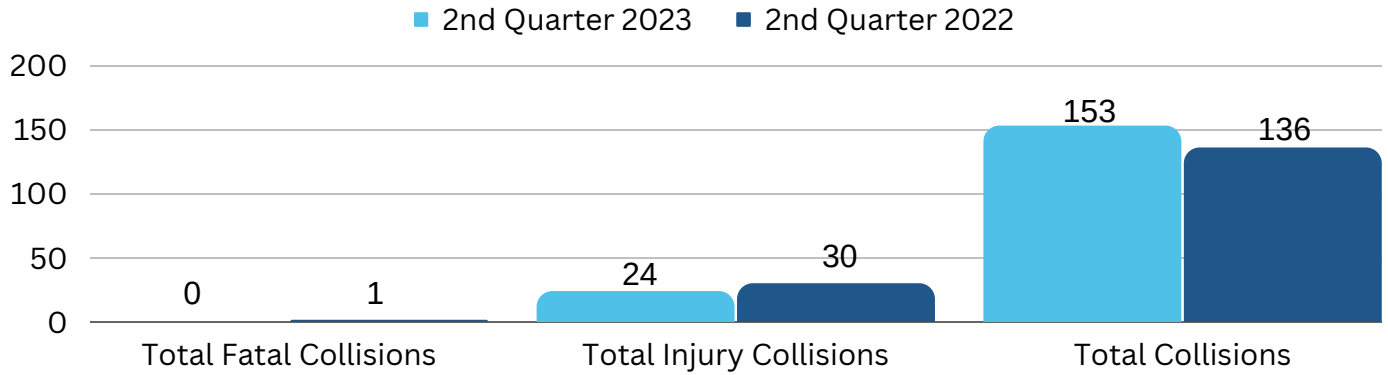
	NEW CASES	CLEARED CASES	TOTAL ACTIVE CASES
April	15	22	149
May	18	23	142
June	22	18	140

290 REGISTRANT ACTIVITY



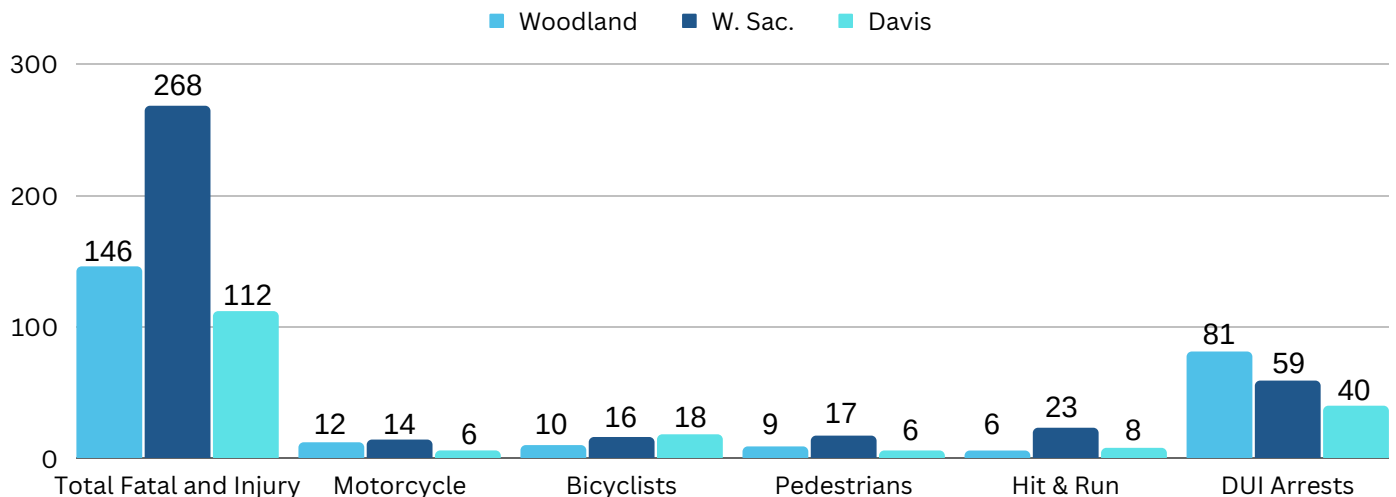
COMMUNITY RELATIONS BUREAU

TRAFFIC DIVISION



	2ND QUARTER 2023	2nd QUARTER 2022
DUI Arrests	43	65
*Total Stops	1,126	2,273
OTS Hours	96.5	90

*2020 Office of Traffic Safety (OTS) Stats



*2020 is the most recent stats available from the Office of Traffic Safety.

COMMUNITY RELATIONS BUREAU

SCHOOL RESOURCE OFFICERS

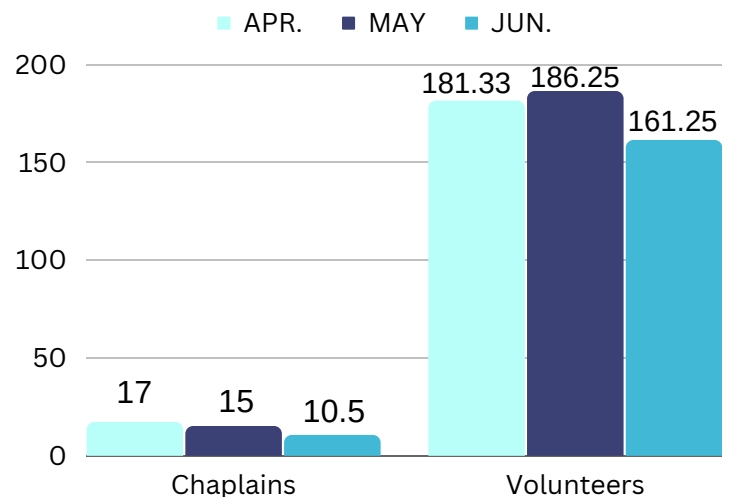
During the Second quarter of 2023, the SRO's taught 34 GREAT classes to 4th and 7th graders. Additional GREAT class were taught by other GREAT instructors. The SRO's continue to assist on campus, at after school events, and focus on restorative justice. One additional SRO attended ALICE training to provide active shooter training to WJUSD sites.

At the end of the school year, the SRO's attended numerous graduation and promotion events. They also prepared for the Summer PAL program which will prove approximately 60 WJUSD students with group based activities over the two week camp.

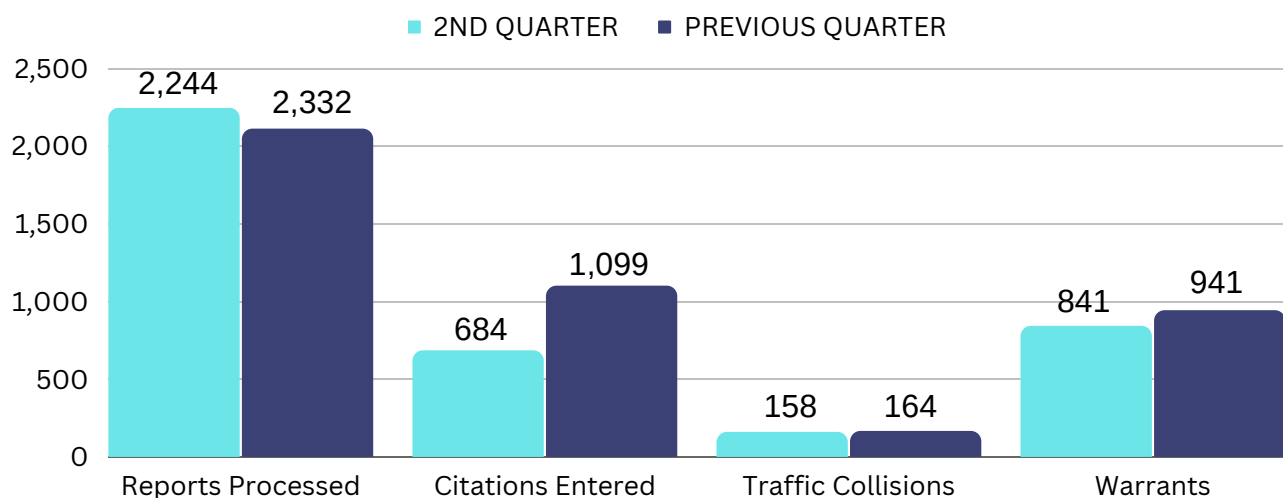
VOLUNTEERS IN POLICING

**TOTAL 2ND QTR.
VOLUNTEER HOURS:
528.83**

TOTAL HOURS FOR 2023: 1,527.66



RECORDS DIVISION



COMMUNITY RELATIONS BUREAU

COMMUNITY PROGRAMS

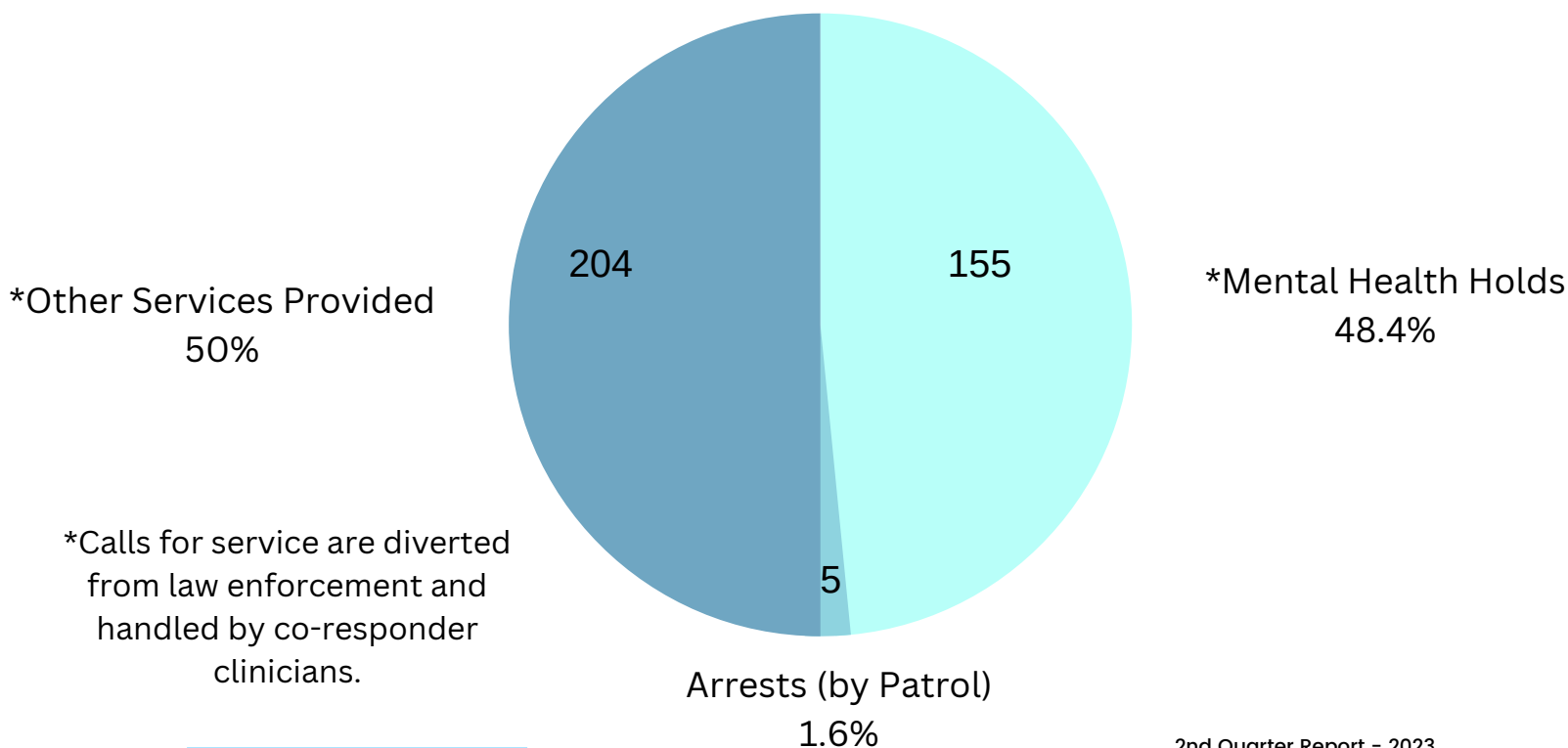
- Chief's Advisory Board
- UNIDOS
- Volunteers-in-Policing
- Citizen Police Academy (CPA)
- Coffee with a Cop
- Neighborhood Santa
- Neighborhood Watch
- Security Camera Registry And Mapping Program (S.C.R.A.M.)
- Special Needs Alert Program (S.N.A.P.)
- Vacation Home Checks
- You Are Not Alone (Y.A.N.A)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

YOUTH PROGRAMS

- 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)

CO-RESPONDER PROGRAM

218 contacts made between April 1, 2023 - June 30, 2023



*Calls for service are diverted from law enforcement and handled by co-responder clinicians.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.12
SUBJECT: Treasurer's Quarterly Investment Report

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending June 30, 2023.

Staff Contact:

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

Fiscal Impact:

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

Background:

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

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

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

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

Discussion:

As of June 30, 2023, the City treasury consisted of investments with a total book value of \$247,890,021. The City changed its investment strategy and began investing its readily available funds (liquid funds) in the California Asset Management Program (CAMP) instead of the Local Agency Investment Fund (LAIF) due to a higher yield. CAMP utilizes the seven-day yield method for estimating the annualized yield of their fund, which is the industry standard for money market funds. The seven-day yield for CAMP was 5.240% as of June 2023. The yield on the Local Agency Investment Fund (LAIF) balance for the quarter ending June 2023 was 3.150% and the average yield on the City of Woodland's investments as of June 30, 2023 was 2.18%. This results in an overall portfolio yield, combining all investments, CAMP, and LAIF of 3.26%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending June 2023 was 5.17%. The City is below the benchmark by 2.09%. This is common in environments of climbing interest rates and the City's portfolio will continue to get

closer to the benchmark over time. The City's investment strategy is to maintain 35% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of 1.90 years, and achieve a market rate of return of 4.12% based on the parameter of allowable investments. As of June 30, 2023, the City maintained 32.32% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of 1.90 years, and achieved a market rate of return of 3.08%. The City target yield is below the market rate of return by 1.044%.

Over the last several years, the investment market has been very volatile. During 2020, in response to the Corona Virus Pandemic, the Federal Reserve reduced its benchmark rate to a target range of 0%. This unexpected decrease in the Federal Reserve's benchmark rate led to a significant increase in the amount of "calls" on the City's investments. An investment is "called" when the institution that issued the investment security redeems it (or cashes it out), typically at par value, plus accrued interest, prior to the maturity date. Investment calls are common and staff projects when we expect them to occur as part of our investment planning, but these calls occur much more frequently when investment rates are declining, as was the case for virtually all of 2020 and 2021. The Federal Reserve has begun to reverse direction and has increased its benchmark rate multiple times over the course of the last few years, and has signaled that they will continue to make increases in an effort to help curb inflation in the economy. This will likely result in increasing rates for available investments, and therefore the City does not expect any of its investments to be called over the next quarter.

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

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

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

The source of this information is monthly reports from the various district/bond trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending June 30, 2023.

Prepared By: Hogai Zalmi, Senior Accountant

Reviewed By: Evis Morales, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Woodland Investment Portfolio Review 06-30-2023

**CITY OF WOODLAND
INVESTMENT REPORT**

June-23

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	\$5,144,402	2.1%
California Asset Management Program (CAMP)	\$86,031,732	34.7%
US Government Agency Securities	\$87,219,875	35.2%
Corporate Securities	\$61,652,478	24.9%
Municipal Securities	\$7,841,533	3.2%
TOTAL	\$247,890,021	100.0%

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Federal National Mortgage Association	6/4/2025	0.71	9/4/2021	\$3,000,000	\$3,000,000	\$2,748,854	3136G4WA7
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2022	\$2,000,000	\$2,000,000	\$1,834,144	3134GVR26
Federal Farm Credit Bank	7/29/2025	0.58	7/29/2022	\$2,000,000	\$2,000,000	\$1,825,128	3133EL280
Federal Farm Credit Bank	8/4/2025	0.68	7/5/2021	\$2,000,000	\$2,000,000	\$1,821,677	3133EL2U7
Federal National Mortgage Association	8/26/2025	0.60	8/26/2021	\$2,000,000	\$2,000,000	\$1,814,465	3136G4X32
Federal National Mortgage Association	10/20/2025	0.58	10/27/2021	\$2,000,000	\$2,000,000	\$1,798,647	3135G06A6
Federal Home Loan Mortgage Corp	10/27/2025	0.54	10/27/2022	\$2,000,000	\$2,000,000	\$1,804,436	3134GW426
Federal National Mortgage Association	11/25/2025	0.58	11/25/2022	\$3,000,000	\$3,000,000	\$2,699,041	3135GA5H0
Federal Farm Credit Bank	12/1/2025	0.56	12/1/2022	\$2,000,000	\$2,000,000	\$1,793,100	3133EMJC7
Federal Farm Credit Bank	12/23/2025	0.50	7/5/2021	\$2,000,000	\$2,000,000	\$1,786,434	3133EMLR1
Federal National Mortgage Association	12/30/2025	0.64	12/30/2021	\$2,000,000	\$2,004,000	\$1,791,697	3135G06Q1
Federal Home Loan Bank	2/12/2026	0.52	8/12/2021	\$2,000,000	\$1,999,000	\$1,776,803	3130AKWA0
Federal Home Loan Bank	2/23/2026	0.58	2/23/2022	\$1,750,000	\$1,745,625	\$1,555,554	3130ALBX1
Federal Farm Credit Bank	3/9/2026	0.80	3/9/2023	\$3,000,000	\$3,000,000	\$2,672,439	3133EMSU7
Federal Home Loan Bank	3/30/2026	1.03	9/30/2021	\$3,000,000	\$3,000,000	\$2,684,587	3130ALV68
Federal Farm Credit Bank	5/4/2026	1.00	8/4/2021	\$3,000,000	\$3,000,000	\$2,695,042	3133EMYB6
Federal Home Loan Bank	5/18/2026	1.00	11/18/2021	\$3,000,000	\$3,000,000	\$2,679,682	3130AMPD9
Federal Home Loan Bank	6/16/2026	0.95	3/16/2022	\$3,000,000	\$3,000,000	\$2,664,477	3130AMPJ5
Federal Home Loan Bank	6/30/2026	0.86	N/A	\$5,000,000	\$5,000,000	\$4,423,340	3130AMWB4
Federal Home Loan Bank	7/13/2026	1.02	N/A	\$5,000,000	\$5,000,000	\$4,447,954	3130AN2L3
Federal Home Loan Bank	9/14/2026	0.93	N/A	\$2,000,000	\$2,000,000	\$1,762,711	3130ANU73
Federal Home Loan Bank	1/28/2027	1.75	N/A	\$2,250,000	\$2,247,750	\$2,021,699	3130AQRM4
Federal Home Loan Bank	4/29/2027	3.00	N/A	\$5,000,000	\$5,000,000	\$4,696,362	3130ARMS7
Federal Home Loan Bank	3/8/2024	3.25	N/A	\$4,000,000	\$3,936,000	\$3,939,924	3130A0XE5
Federal Home Loan MTG CORP	2/24/2025	3.75	N/A	\$3,835,000	\$3,835,000	\$3,721,181	3134GX570
Federal Home Loan Bank Cons	6/29/2026	4.00	N/A	\$3,000,000	\$2,964,000	\$2,913,288	3130AT6Q5
Federal Home Loan Bank	8/20/2026	4.58	N/A	\$4,000,000	\$3,516,000	\$3,555,680	3130ANMH0
Federal Home Loan Bank	10/28/2027	5.70	N/A	\$4,000,000	\$4,000,000	\$3,958,883	3130ATQL4
Federal Home Loan Bank MTN	2/14/2028	4.70	N/A	\$3,000,000	\$2,983,500	\$2,918,612	3130AUVE1
Federal Home Loan Bank MTN	2/22/2028	5.47	N/A	\$4,000,000	\$3,989,000	\$3,938,064	3130AUX33
Federal Farm Credit CR BKS	2/27/2023	4.67	N/A	\$3,000,000	\$2,937,750	\$2,920,158	3133ENC99

Total US Government Agency Securities

\$87,835,000 \$87,219,875 \$83,664,064

Total Non US Government Agency Securities

\$0 \$0 \$0

Toyota	9/20/2023	3.45	N/A	\$1,000,000	\$1,025,110	\$994,651	89236TFN0
Citibank	1/23/2024	3.65	N/A	\$1,000,000	\$1,036,710	\$988,187	17325FAS7
Citibank	1/23/2024	3.65	N/A	\$569,000	\$604,710	\$562,279	17325FAS7
Charles Schwab	2/1/2024	3.55	N/A	\$600,000	\$623,478	\$591,744	808513AY1
US Bancorp	2/5/2024	3.38	N/A	\$1,000,000	\$1,026,700	\$985,081	91159HHV5
Apple	2/9/2024	3.00	N/A	\$500,000	\$505,235	\$492,470	037833CG3
IBM	2/12/2024	3.63	N/A	\$500,000	\$528,850	\$493,235	459200HU8
Home Depot	2/15/2024	3.75	N/A	\$1,000,000	\$1,074,300	\$989,310	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/A	\$1,000,000	\$1,050,720	\$986,672	452308AT6
Pepsico	3/1/2024	3.60	N/A	\$1,000,000	\$1,069,750	\$988,983	713448CM8
Apple	5/6/2024	3.45	N/A	\$1,000,000	\$1,037,300	\$984,812	037833AS9
Bank of New York Mellon	5/15/2024	3.40	N/A	\$1,000,000	\$1,039,920	\$979,300	06406HCV9
HSBC	6/23/2024	3.50	N/A	\$500,000	\$527,365	\$488,271	40434CAD7
American Honda Finance	6/27/2024	2.40	N/A	\$500,000	\$505,140	\$484,817	02665WC22
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$509,055	\$482,083	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$506,245	\$482,083	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$1,000,000	\$1,029,250	\$964,167	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/A	\$1,000,000	\$1,059,210	\$974,640	009158AV8
Amazon	8/22/2024	2.80	N/A	\$500,000	\$517,425	\$485,978	023135AZ9
United Parcel Service	9/1/2024	2.20	N/A	\$500,000	\$502,340	\$481,638	911312BT2

**CITY OF WOODLAND
INVESTMENT REPORT**

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Coke	9/6/2024	1.75	N/A	\$500,000	\$499,285	\$482,645	191216CL2
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,014,350	\$953,242	29736RAN0
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,004,020	\$953,242	29736RAN0
Toyota	2/13/2025	1.80	N/A	\$1,000,000	\$1,001,380	\$945,741	89236TGT6
WW Grainger	2/15/2025	1.85	N/A	\$1,500,000	\$1,545,900	\$1,419,244	384802AE4
Precision Castpart	6/15/2025	3.25	N/A	\$1,000,000	\$1,111,990	\$964,997	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	\$1,000,000	\$1,000,000	\$902,704	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	\$1,000,000	\$1,000,000	\$906,719	48128GU40
Bank of America	11/25/2025	0.65	11/25/2021	\$1,000,000	\$1,000,000	\$894,818	06048WK41
JPMorgan Chase & Co	12/22/2025	0.83	12/22/2023	\$1,000,000	\$1,000,000	\$871,600	48128GY53
United Health Group	1/15/2026	1.25	N/A	\$1,000,000	\$1,016,620	\$912,698	91324PDW9
Public Storage	2/15/2026	0.88	1/15/2026	\$2,000,000	\$1,984,600	\$1,790,574	74460WAA5
JP Morgan Chase	2/17/2026	0.50	2/17/2023	\$1,000,000	\$1,000,000	\$894,520	46632FRV9
Caterpillar	3/2/2026	0.90	N/A	\$1,200,000	\$1,195,920	\$1,078,317	14913R2K2
United Health Group	5/15/2026	1.15	4/15/2026	\$500,000	\$501,660	\$451,532	91324PEC2
Bank of America	8/26/2026	1.25	8/26/2022	\$2,000,000	\$2,000,000	\$1,725,341	06048WN22
Apple Incorporated	9/11/2026	2.05	N/A	\$2,000,000	\$2,057,960	\$1,841,465	037833DN7
Deere John Capital Corp	10/13/2026	1.30	N/A	\$1,000,000	\$993,670	\$887,274	24422EVB6
BK Of America Corp	11/19/2026	1.65	N/A	\$1,000,000	\$1,000,000	\$861,503	06048WQ29
JPMorgan Chase FINL CO LLC	11/30/2026	1.50	N/A	\$1,000,000	\$1,000,000	\$886,920	48128GU53
JPMorgan Chase & Company	5/13/2024	3.63	N/A	\$500,000	\$513,400	\$491,342	46625HJX9
United Parcel Service	9/1/2024	2.20	N/A	\$1,000,000	\$1,000,000	\$963,276	911312BT2
Bank Of New York Mellon Corp	2/24/2025	3.00	N/A	\$2,000,000	\$2,030,560	\$1,920,125	06406HDA4
John Deere Capital Corporation	3/7/2025	2.13	N/A	\$1,500,000	\$1,491,000	\$1,425,415	24422EWB1
Emerson Electric Company	10/15/2026	0.88	N/A	\$3,500,000	\$3,352,930	\$3,078,725	291011BP8
IBM CORPS	1/27/2027	3.30	N/A	\$2,000,000	\$1,936,420	\$1,888,804	459200JR3
COMCAST Corp	2/1/2027	3.30	N/A	\$2,000,000	\$1,933,020	\$1,893,494	20030NBY6
TSMC Arizona Corp	04/22/2027	3.88	N/A	\$2,000,000	\$1,989,240	\$1,924,238	872898AF8
ATOMS Engergy Corp	6/15/2027	3.00	N/A	\$2,000,000	\$1,911,000	\$1,864,882	049560AN5
Amazon Com INC SR GLBL	8/22/2027	3.15	N/A	\$3,000,000	\$2,804,340	\$2,819,326	023135BC9
TSMC Arizona Corp	4/22/2027	5.28	N/A	\$2,000,000	\$1,888,300	\$1,924,238	872898AF8
Qualcomm INC	5/20/2027	3.25	N/A	\$2,250,000	\$2,096,100	\$2,129,305	747525AU7

Total Corporate Securities

\$61,619,000 \$61,652,478 \$57,828,668

Los Angeles CA GO TXBL REF-Series A	9/1/2023	2.64	N/A	\$1,925,000	\$2,020,596	\$1,915,163	544351KS7
San Francisco City & County CA Public Utility Company REV TXBL	11/1/2023	2.81	N/A	\$455,000	\$485,799	\$450,591	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Ser	12/1/2023	3.20	N/A	\$450,000	\$477,329	\$445,383	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/A	\$1,000,000	\$1,079,870	\$967,950	544351KT5
California ST Municipal FA REV TXBL Harvey Mudd College	12/1/2024	1.85	N/A	\$595,000	\$603,520	\$564,334	13048VN27
Tolota MTR CR Corp	1/13/2025	1.45	N/A	\$1,000,000	\$975,700	\$942,178	89236TJT3
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/A	\$2,000,000	\$2,198,720	\$1,925,940	91412GXQ3

Total Municipal Securities

\$7,425,000 \$7,841,533 \$7,211,539

Total of LAIF Funds & Investments Detail

\$247,890,021

Check Total (Should be zero)

0

CASH ACCOUNTS as of 03/31/23

Bank Accounts with U.S. Bank	\$9,470,171
Petty Cash	\$2,778
Cash with Fiscal Agent	\$6,500,959
Funds Held By Section 115 Pension Trust	\$11,958,714

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	\$777,741
Prior Quarters Interest Earned - LAIF	\$101,524
Prior Quarters Interest Earned - CAMP	\$734,446
Total Interest Received	\$1,613,711
Interest Received from April, 2023 to June 30, 2023	\$1,694,105
Total Fiscal Year-to-Date Interest Received	\$3,307,816

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

**CITY OF WOODLAND
ACTIVITY REPORT**

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF TREASURER				
04/01/23	Month Beginning Balance			\$5,042,878
04/14/23	Quarerly Interest	\$101,524		\$5,144,402
04/30/23	Month End Balance			\$5,144,402
05/01/23	Month Beginning Balance			\$5,144,402
05/31/23	Month End Balance			\$5,144,402
06/01/23	Month Beginning Balance			\$5,144,402
06/30/23	Month End Balance			\$5,144,402
CAMP PFM Asset Management LLC				
04/01/23	Month Beginning Balance			\$68,073,595
04/28/23	Accrual Income Dividend Reinvestment	\$278,318		\$68,351,912
04/30/23	Month End Balance			\$68,351,912
05/01/23	Month Beginning Balance			\$68,351,912
05/30/23	Transfer Of Funds - IN	\$16,000,000		\$84,351,912
05/31/23	Accrual Income Dividend Reinvestment	\$304,185		\$84,656,098
05/31/23	Month End Balance			\$84,656,098
06/01/23	Month Beginning Balance			\$84,656,098
06/07/23	Transfer Of Funds - IN	\$3,000,000		\$87,656,098
06/28/23	Transfer Of Funds - IN	\$7,000,000		\$94,656,098
06/29/23	Transfer Of Funds - Out		\$9,000,000	\$85,656,098
06/30/23	Accrual Income Dividend Reinvestment	\$375,635		\$86,031,732
06/30/23	Month End Balance			\$86,031,732
Bonds and Other Investments				
04/01/23	Month Beginning Balance			\$133,653,687
05/15/23	TJX Companies Companies Incorporated	\$500,000	\$0	\$134,153,687
05/15/23	Univ of CA Rev TXBL - SER BA	\$830,000	\$0	\$134,983,687
06/30/23	Federal Farm CR BKS CONS BD	\$0	\$2,987,985	\$131,995,702
06/30/23	Month End Balance			\$131,995,702
END OF MONTH TOTAL DEBITS				\$223,171,837

Cash with Fiscal Agent

<u>2014 Wastewater Revenue Bonds</u>	Beginning Balance	Activity - 04/30/2023	Activity - 05/31/2023	Activity - 06/30/2023		Ending Balance
Revenue fund	\$0.99	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.99
Interest fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
<u>CFD - Gibson Ranch</u>						
Revenue fund	\$4,787.66	\$16.09	\$16.85	\$18.44	Cash Mgmt-1st Am Treasury	\$4,839.04
Interest fund	\$3.88	\$0.01	\$0.01	\$0.01	Cash Mgmt-1st Am Treasury	3.91
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Reserve fund	\$225,250.00	\$782.16	\$793.07	\$867.62	Cash Mgmt-1st Am Treasury	\$227,692.85
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
<u>Spring Lake 2013</u>						
Special Tax Fund	\$350.63	\$1.16	\$1.22	\$1.34	Cash Mgmt-1st Am Govt Oblig	\$354.35
Interest Fund	\$42.37	\$0.14	\$0.15	\$0.16	Cash Mgmt-1st Am Govt Oblig	\$42.82
Principal Fund	\$1.38	\$0.00	\$0.00	\$0.01	Cash Mgmt-1st Am Govt Oblig	\$1.39
Reserve fund	\$2,096,793.83	\$7,126.21	\$7,320.39	\$8,007.65	Cash Mgmt-1st Am Govt Oblig	\$2,119,248.08
Prepayment Fund	\$1.78	\$0.01	\$0.01	\$0.01	Cash Mgmt-1st Am Govt Oblig	\$1.81
Rebate Fund	\$1.18	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$1.18
<u>Spring Lake 2016</u>						
Special Tax Fund	\$15,352.72	\$52.16	\$53.60	\$58.63	Cash Mgmt-1st Am Govt Oblig	\$15,517.11
Interest Fund	\$21.24	\$0.07	\$0.07	\$0.08	Cash Mgmt-1st Am Govt Oblig	\$21.46
Principal Fund	\$7.27	\$0.02	\$0.03	\$0.03	Cash Mgmt-1st Am Govt Oblig	\$7.35
Reserve Fund	\$1,047,282.06	\$3,559.32	\$3,656.30	\$3,999.57	Cash Mgmt-1st Am Govt Oblig	\$1,058,497.25
Proceeds Fund	\$0.20	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.20
<u>Spring Lake 2019</u>						
Special Tax Fund	\$383.30	\$1.30	\$1.34	\$1.46	Cash Mgmt-1st Am Govt Oblig	\$387.40
Interest Fund	\$123.66	\$0.41	\$0.43	\$0.47	Cash Mgmt-1st Am Govt Oblig	\$124.97
Principal Fund	\$12.91	\$0.04	\$0.05	\$0.05	Cash Mgmt-1st Am Govt Oblig	\$13.05
Reserve Fund	\$1,468,033.12	\$4,989.29	\$5,125.24	\$5,606.42	Cash Mgmt-1st Am Govt Oblig	\$1,483,754.07
Capitalized Interest Fund	\$152,803.07	\$519.32	\$533.47	\$583.55	Cash Mgmt-1st Am Govt Oblig	\$154,439.41
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Spring Lake 2021</u>						
Special Tax Fund	\$363.01	\$1.22	\$1.27	\$1.39	Cash Mgmt-1st Am Govt Oblig	\$366.89
Interest Fund	\$18.49	\$0.06	\$0.06	\$0.07	Cash Mgmt-1st Am Govt Oblig	\$18.68
Principal Fund	\$14.85	\$0.05	\$0.05	\$0.06	Cash Mgmt-1st Am Govt Oblig	\$15.01
Bond Reserve Fund	\$1,282,711.44	\$4,359.45	\$4,478.24	\$4,898.67	Cash Mgmt-1st Am Govt Oblig	\$1,296,447.80
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Acquisition & Construction	\$44.10	\$0.15	\$0.15	\$0.17	Cash Mgmt-1st Am Govt Oblig	\$44.57
<u>Safe Drinking Water State Revolving Fund 2014</u>						
Payment Fund	\$5.67	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$5.67
Reserve fund	\$138,792.21	\$0.59	\$0.57	\$0.59	US Bank Mmkt 5 -Ct	\$138,793.96
<u>Water Revenue Bonds 2021</u>						
Green Bonds	\$314.84	\$1.05	\$1.10	\$1.20	US Bank Mmkt 5 -Ct	\$318.19
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Issuance Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
TOTAL						\$6,500,959.46

Investment Glossary

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

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

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

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

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

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

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.13
SUBJECT: Salary Schedule - July 1, 2023

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland salary schedule effective July 1, 2023.

Staff Contact:

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

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact as the Cost of Living Adjustments (COLAs) have already been incorporated into the fiscal year 2023/24 budget.

Discussion:

To ensure accurate payroll reporting and related retirement calculations, CalPERS requires the salary schedule to be reviewed and updated by action of the City Council on a quarterly basis. The updated salary schedule for July 1, 2023 includes Cost of Living Adjustments (COLAs) that have been previously negotiated with the various employee associations and approved by the City Council.

Changes to the salary schedule include COLAs that went into effect on July 1st for the following groups:

Woodland City Employees Association:	4% increase
Woodland Professional Firefighters Association:	4% increase
Woodland Mid Management Professional Association:	3% increase
Woodland Police Officers Associations:	2% increase
Woodland Police Supervisors Association:	2% increase
Woodland Police Mid Management Association:	2% increase

In addition, the allowable salary ranges for the Police Chief and City Manager have been adjusted to accommodate future salary adjustments.

Conclusion:

Staff recommends that the City Council approve the City of Woodland salary schedule effective July 1, 2023.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Salary Schedule - 07.01.2023

CITY OF WOODLAND - SALARY SCHEDULE

Effective July 1, 2023

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I	116	MM	\$5,493.79	\$5,768.48	\$6,056.90	\$6,359.74	\$6,677.73	\$7,011.62		
Accountant II	120	MM	\$6,064.11	\$6,367.32	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Accounting Technician	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Administrative Clerk I	28	GS	\$3,080.20	\$3,234.21	\$3,395.92	\$3,565.73	\$3,744.00	\$3,931.20		
Administrative Clerk II	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Administrative Clerk III	36	GS	\$3,752.93	\$3,940.58	\$4,137.62	\$4,344.50	\$4,561.73	\$4,789.82		
Administrative Secretary	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Administrative Supervisor	47	GS	\$4,924.17	\$5,170.38	\$5,428.90	\$5,700.34	\$5,985.37	\$6,284.63		
Aquatics Coordinator	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Aquatics Supervisor	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Assist City Manager/Comm & Econ Dev Dir	Contract		\$12,463.47				\$16,001.30			
Assistant Engineer	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Assistant Planner	118	MM	\$5,771.90	\$6,060.50	\$6,363.52	\$6,681.71	\$7,015.78	\$7,366.57		
Associate Civil Engineer	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Associate Engineer	127	MM	\$7,208.32	\$7,568.74	\$7,947.16	\$8,344.54	\$8,761.76	\$9,199.85		
Associate Planner	124	MM	\$6,693.64	\$7,028.32	\$7,379.74	\$7,748.72	\$8,136.17	\$8,542.97		
Building Inspection Services Manager	132	MM	\$8,155.55	\$8,563.33	\$8,991.49	\$9,441.07	\$9,913.13	\$10,408.78		
Building Inspector I	49	GS	\$5,173.46	\$5,432.13	\$5,703.73	\$5,988.93	\$6,288.36	\$6,602.78		
Building Inspector II	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Business Engagement / Resource Conservation Program Mana	124	MM	\$6,693.64	\$7,028.32	\$7,379.74	\$7,748.72	\$8,136.17	\$8,542.97		
Chief Building Official	140	MM	\$9,936.75	\$10,433.58	\$10,955.26	\$11,503.02	\$12,078.18	\$12,682.09		
Chief Collection Systems Operator	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Chief Information Officer	142	MM	\$10,439.80	\$10,961.77	\$11,509.87	\$12,085.37	\$12,689.64	\$13,324.12		
Chief Plant Operator	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Chief Project Engineer	145	MM	\$11,242.52	\$11,804.63	\$12,394.89	\$13,014.62	\$13,665.34	\$14,348.61		
Chief Water Systems Operator	132	MM	\$8,155.55	\$8,563.33	\$8,991.49	\$9,441.07	\$9,913.13	\$10,408.78		
Children's Librarian II	118	MM	\$5,771.90	\$6,060.49	\$6,363.53	\$6,681.71	\$7,015.79	\$7,366.58		
City Clerk	Contract		\$7,630.73				\$10,598.24			
City Engineer	145	MM	\$11,242.52	\$11,804.64	\$12,394.88	\$13,014.62	\$13,665.35	\$14,348.61		
City Manager	Contract						\$25,266.80			
Code Compliance Officer I	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Code Compliance Officer II	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Communications and Strategic Policy Manager	134	MM	\$8,563.32	\$8,991.49	\$9,441.06	\$9,913.12	\$10,408.78	\$10,929.22		
Community Development Clerk I	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Community Development Clerk II	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Community Development Director	Contract		\$12,851.90				\$16,500.00			
Community Development Technician I	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Community Development Technician II	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Community Risk Reduction Specialist I	Base	F	\$5,203.47	\$5,463.88	\$5,737.06	\$6,023.92	\$6,325.10			
Community Risk Reduction Specialist II	Base	F	\$5,595.44	\$5,875.23	\$6,168.98	\$6,477.44	\$6,801.32			
Community Risk Reduction Specialist Senior	Base	F	\$6,195.55	\$6,505.34	\$6,830.61	\$7,172.14	\$7,530.76			
Community Services Director	Contract		\$12,851.90				\$16,500.00			
Community Services Officer	Base	P	\$4,412.50	\$4,633.12	\$4,864.77	\$5,108.03	\$5,363.43	\$5,631.61		

Community Services Program Manager	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Conservation Coordinator	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Construction Project Manager	129	MM	\$7,573.24	\$7,951.90	\$8,349.49	\$8,766.97	\$9,205.32	\$9,665.59		
Crime Prevention Specialist	Base	P	\$4,412.50	\$4,633.12	\$4,864.77	\$5,108.03	\$5,363.43	\$5,631.61		
Data Services Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Deputy Chief (aka Police Captain)	Base	PM	\$11,791.41	\$12,381.00	\$13,000.04	\$13,650.05	\$14,332.55	\$15,049.18	\$15,801.64	\$16,591.73
Deputy Director of Community Development	Contract		\$9,927.40				\$12,727.43			
Deputy Director of Public Works Utilities	Contract		\$9,695.28				\$11,784.66			
Deputy Fire Chief	Flat	FM	\$11,213.73	\$11,774.41	\$12,363.13	\$12,981.27	\$13,741.27			
Director of Administrative Services	Contract		\$12,851.90				\$16,500.00			
Economic Development Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Electrical / Signs & Markings Supervisor	134	MM	\$8,563.32	\$8,991.50	\$9,441.06	\$9,913.11	\$10,408.79	\$10,929.22		
Electrician's Assistant	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Engineering Aide I	33	GS	\$3,484.97	\$3,659.21	\$3,842.18	\$4,034.28	\$4,236.00	\$4,447.80		
Engineering Aide II	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Engineering Assistant	56	GS	\$6,149.62	\$6,457.09	\$6,779.95	\$7,118.95	\$7,474.90	\$7,848.64		
Engineering Technician I	44	GS	\$4,572.58	\$4,801.21	\$5,041.27	\$5,293.34	\$5,558.01	\$5,835.91		
Engineering Technician II	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Engineering Technician III	52	GS	\$5,571.25	\$5,849.81	\$6,142.30	\$6,449.42	\$6,771.89	\$7,110.48		
Environmental Compliance Inspector I	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Environmental Compliance Inspector II	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Environmental Compliance Specialist	49	GS	\$5,173.46	\$5,432.13	\$5,703.73	\$5,988.93	\$6,288.36	\$6,602.78		
Environmental Resources Analyst	127	MM	\$7,208.32	\$7,568.74	\$7,947.16	\$8,344.54	\$8,761.76	\$9,199.84		
Environmental Sustainability Manager	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Equipment Service Clerk	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Equipment Service Worker	34	GS	\$3,572.10	\$3,750.70	\$3,938.23	\$4,135.14	\$4,341.91	\$4,559.00		
Executive Assistant - Confidential	49	GS	\$5,173.46	\$5,432.13	\$5,703.73	\$5,988.93	\$6,288.36	\$6,602.78		
Executive Assistant to the City Manager	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Facility Maintenance Worker I	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Facility Maintenance Worker II	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Facility Maintenance Worker III	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Finance Clerk I	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Finance Clerk II	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Finance Clerk III	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Finance Director	Contract		\$9,562.32				\$12,275.28			
Finance Officer	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Finance Specialist	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Finance Supervisor	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Financial Services Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Fire Battalion Chief	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Fire Captain	Base	F	\$8,248.38	\$8,660.79	\$9,093.83	\$9,548.53	\$10,025.95			
Fire Chief	Contract		\$12,950.00				\$16,666.67			
Fire Engineer	Base	F	\$7,158.69	\$7,516.63	\$7,892.47	\$8,287.10	\$8,701.43			
Fire Marshal	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Fire Prevention Specialist I (aka Community Risk Reduction I)	Base	F	\$5,203.47	\$5,463.88	\$5,737.06	\$6,023.92	\$6,325.10			
Fire Prevention Specialist II (aka Community Risk Reduction II)	Base	F	\$5,595.44	\$5,875.23	\$6,168.98	\$6,477.44	\$6,801.32			
Firefighter	Base	F	\$6,307.72	\$6,623.10	\$6,954.25	\$7,301.98	\$7,667.06			

Firefighter Recruit	Base	F	\$5,676.95							
Fleet & Facilities Manager	131	MM	\$7,956.63	\$8,354.47	\$8,772.19	\$9,210.79	\$9,671.35	\$10,154.92		
GIS Coordinator	132	MM	\$8,155.55	\$8,563.33	\$8,991.49	\$9,441.07	\$9,913.13	\$10,408.78		
GIS Technician I	49	GS	\$5,173.45	\$5,432.13	\$5,703.73	\$5,988.92	\$6,288.37	\$6,602.79		
GIS Technician II	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Heavy Equipment Mechanic	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Housing Analyst I (aka Redevelopment & Housing Analyst I)	120	MM	\$6,064.11	\$6,367.32	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Housing Analyst II (aka Redevelopment & Housing Analyst II)	124	MM	\$6,693.64	\$7,028.32	\$7,379.74	\$7,748.72	\$8,136.17	\$8,542.97		
Human Resources Analyst I	121	MM	\$6,215.71	\$6,526.49	\$6,852.82	\$7,195.46	\$7,555.25	\$7,933.01		
Human Resources Analyst II	126	MM	\$7,032.50	\$7,384.12	\$7,753.34	\$8,141.00	\$8,548.05	\$8,975.45		
Human Resources Clerk	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Human Resources Manager	140	MM	\$9,936.75	\$10,433.58	\$10,955.26	\$11,503.02	\$12,078.18	\$12,682.09		
Human Resources Technician I	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Human Resources Technician II	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Industrial Electrical/Electronics Technician	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Information Technology Technician I	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Information Technology Technician II	52	GS	\$5,571.25	\$5,849.81	\$6,142.30	\$6,449.42	\$6,771.89	\$7,110.48		
Infrastructure O & M Superintendent	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Junior Engineer	121	MM	\$6,215.71	\$6,526.49	\$6,852.82	\$7,195.46	\$7,555.25	\$7,933.01		
Junior Planner	113	MM	\$5,101.52	\$5,356.59	\$5,624.42	\$5,905.65	\$6,200.93	\$6,510.98		
Laboratory & Environmental Compliance Mgr.	129	MM	\$7,573.24	\$7,951.90	\$8,349.49	\$8,766.97	\$9,205.32	\$9,665.59		
Laboratory Supervisor	127	MM	\$7,208.32	\$7,568.73	\$7,947.16	\$8,344.54	\$8,761.76	\$9,199.84		
Laboratory Technician I	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Laboratory Technician II	47	GS	\$4,924.17	\$5,170.38	\$5,428.90	\$5,700.34	\$5,985.37	\$6,284.63		
Librarian I	114	MM	\$5,229.07	\$5,490.52	\$5,765.05	\$6,053.29	\$6,355.95	\$6,673.75		
Librarian II	118	MM	\$5,771.90	\$6,060.49	\$6,363.53	\$6,681.71	\$7,015.79	\$7,366.58		
Librarian III	122	MM	\$6,371.10	\$6,689.65	\$7,024.15	\$7,375.34	\$7,744.12	\$8,131.33		
Library Services Director	Contract		\$10,410.00				\$12,650.00			
Library Technical Assistant I	29	GS	\$3,157.20	\$3,315.07	\$3,480.83	\$3,654.87	\$3,837.61	\$4,029.49		
Library Technical Assistant II	33	GS	\$3,484.97	\$3,659.21	\$3,842.18	\$4,034.28	\$4,236.00	\$4,447.80		
Library Technical Assistant III	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Light Equipment Mechanic	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Literacy Coordinator	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Maintenance Supervisor	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Maintenance Worker I	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Maintenance Worker II	40	GS	\$4,142.53	\$4,349.67	\$4,567.14	\$4,795.50	\$5,035.28	\$5,287.04		
Maintenance Worker III	44	GS	\$4,572.58	\$4,801.21	\$5,041.27	\$5,293.34	\$5,558.01	\$5,835.91		
Management Analyst I	120	MM	\$6,064.11	\$6,367.31	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Management Analyst II	125	MM	\$6,860.97	\$7,204.04	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Meter Services Technician	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Office Manager	115	MM	\$5,359.79	\$5,627.77	\$5,909.16	\$6,204.62	\$6,514.85	\$6,840.60		
Operations and Maintenance Superintendent	137	MM	\$9,227.27	\$9,688.63	\$10,173.06	\$10,681.71	\$11,215.80	\$11,776.59		
Park Maintenance Technician	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Park Maintenance Worker I	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Park Maintenance Worker II	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Park Maintenance Worker III	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Park Planner	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		

Park Superintendent	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Park Supervisor	51	GS	\$5,435.37	\$5,707.13	\$5,992.49	\$6,292.12	\$6,606.72	\$6,937.05		
Planning Manager	140	MM	\$9,936.75	\$10,433.58	\$10,955.26	\$11,503.02	\$12,078.18	\$12,682.09		
Police Captain	Base	PM	\$11,791.41	\$12,381.00	\$13,000.04	\$13,650.05	\$14,332.55	\$15,049.18	\$15,801.64	\$16,591.73
Police Chief	Contract		\$16,757.34				\$22,049.13			
Police Crime and Intelligence Analyst	Base	PS	\$5,656.83	\$5,939.69	\$6,236.67	\$6,548.50	\$6,875.92			
Police Lieutenant	Base	PM	\$10,728.30	\$11,264.71	\$11,827.95	\$12,419.36	\$13,040.33	\$13,692.35	\$14,376.97	\$15,095.82
Police Officer	Base	P	\$6,703.59	\$7,038.76	\$7,390.71	\$7,760.25	\$8,148.26	\$8,555.67	\$8,983.46	
Police Officer Recruit (Non-Safety)	Base		\$6,033.23							
Police Records Manager	120	MM	\$6,064.11	\$6,367.31	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Police Records Specialist	Base	P	\$3,916.50	\$4,112.29	\$4,317.92	\$4,533.81	\$4,760.51			
Police Records Supervisor	Base	PS	\$5,306.48	\$5,571.80	\$5,850.39	\$6,142.94	\$6,450.10			
Police Sergeant	Base	PS	\$7,754.57	\$8,142.30	\$8,549.41	\$8,976.88	\$9,425.73	\$9,897.02	\$10,391.88	\$10,911.47
Pool and Recreation Facility Technician (formerly Pool and Facility Technician)	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Pool Facility Technician	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Principal Civil Engineer	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Principal Planner	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Principal Utilities Civil Engineer	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Program Analyst	63	GS	\$7,309.96	\$7,675.46	\$8,059.23	\$8,462.19	\$8,885.30	\$9,329.57		
Public Works Director	Contract		\$12,851.90				\$16,500.00			
Public Works O&M Infrastructure Admin	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Purchasing Manager	123	MM	\$6,530.38	\$6,856.89	\$7,199.75	\$7,559.73	\$7,937.71	\$8,334.60		
Recreation Coordinator	36	GS	\$3,752.93	\$3,940.58	\$4,137.62	\$4,344.50	\$4,561.73	\$4,789.82		
Recreation Superintendent	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Recreation Supervisor	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Redev. & Housing Analyst I (renamed to Housing Analyst I)	120	MM	\$6,064.11	\$6,367.32	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Redev. & Housing Analyst II (renamed to Housing Analyst II)	124	MM	\$6,693.64	\$7,028.32	\$7,379.74	\$7,748.72	\$8,136.17	\$8,542.97		
Redevelopment Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Secretary to City Manager (renamed to Executive Assistant)	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Senior Accountant	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Senior Associate Civil Engineer	134	MM	\$8,568.43	\$8,996.85	\$9,446.70	\$9,919.02	\$10,414.98	\$10,935.73		
Senior Building Inspector	57	GS	\$6,303.36	\$6,618.52	\$6,949.45	\$7,296.92	\$7,661.76	\$8,044.85		
Senior Building Plans Examiner	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Senior Center Manager	120	MM	\$6,064.11	\$6,367.32	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Senior Civil Engineer	138	MM	\$9,457.94	\$9,930.83	\$10,427.37	\$10,948.73	\$11,496.18	\$12,070.99		
Senior Construction Project Manager	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Senior Engineering Assistant	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Senior Environmental Resources Analyst	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Senior Equipment Mechanic	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Senior Human Resources Analyst	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.07	\$9,913.13	\$10,408.78		
Senior Maintenance Worker	47	GS	\$4,924.17	\$5,170.38	\$5,428.90	\$5,700.34	\$5,985.37	\$6,284.63		
Senior Management Analyst	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Senior Planner	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.07	\$9,913.13	\$10,408.78		
Senior Police Records Specialist	Base	P	\$4,308.13	\$4,523.53	\$4,749.71	\$4,987.22	\$5,236.59			
Senior Signs and Markings Technician	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$6,788.02	\$7,127.43	\$7,483.80	\$7,857.99	\$8,250.89	\$8,663.43		

Senior Tree Trimmer	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Senior Water Pollution Control Operator	67	GS	\$8,068.83	\$8,472.27	\$8,895.88	\$9,340.68	\$9,807.71	\$10,298.10		
Senior Water Quality Specialist	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Senior Water System Operator	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$7,872.02	\$8,265.62	\$8,678.90	\$9,112.84	\$9,568.48	\$10,046.90		
Signs and Markings Tech I	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Signs and Markings Tech II	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Social Services Manager	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.07	\$9,913.13	\$10,408.78		
Sports Manager	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Stock Clerk	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Storekeeper	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Technical Services Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Traffic Signal / Street Lighting Technician	56	GS	\$6,149.62	\$6,457.09	\$6,779.95	\$7,118.95	\$7,474.90	\$7,848.64		
Transportation Engineer	134	MM	\$8,568.43	\$8,996.85	\$9,446.70	\$9,919.02	\$10,414.98	\$10,935.73		
Treatment Plant Mechanic	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Treatment Plant Superintendent	137	MM	\$9,227.27	\$9,688.63	\$10,173.06	\$10,681.71	\$11,215.80	\$11,776.59		
Tree Trimmer I	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Tree Trimmer II	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Underground Utility Service Locator	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Utilities Administrator	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Utilities Maintenance Supervisor	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Utilities Maintenance Worker I	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Utilities Maintenance Worker II	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Utilities Maintenance Worker III (Water)	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Utilities Maintenance Worker IV (Water)	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Wastewater Systems Administrator	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Water / Wastewater Instrumental Technician	62	GS	\$7,131.67	\$7,488.25	\$7,862.66	\$8,255.80	\$8,668.59	\$9,102.02		
Water Pollution Control Facility Superintendent	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Water Pollution Control O-I-T	40	GS	\$4,142.53	\$4,349.67	\$4,567.14	\$4,795.50	\$5,035.28	\$5,287.04		
Water Pollution Control Operator I	51	GS	\$5,435.37	\$5,707.13	\$5,992.49	\$6,292.12	\$6,606.72	\$6,937.05		
Water Pollution Control Operator II	55	GS	\$5,999.62	\$6,299.61	\$6,614.58	\$6,945.31	\$7,292.57	\$7,657.20		
Water Pollution Control Operator III	59	GS	\$6,622.46	\$6,953.58	\$7,301.26	\$7,666.32	\$8,049.65	\$8,452.13		
Water Pollution Control Operator IV	63	GS	\$7,309.96	\$7,675.45	\$8,059.22	\$8,462.18	\$8,885.29	\$9,329.55		
Water Quality Specialist I	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Water Quality Specialist II	52	GS	\$5,571.25	\$5,849.81	\$6,142.30	\$6,449.42	\$6,771.89	\$7,110.48		
Water Systems Administrator	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Water Systems Operator I	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Water Systems Operator II	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		

TEMPORARY / PART-TIME / SEASONAL EMPLOYEES - HOURLY WAGES										
CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP

Accountant I	116	MM	\$31.70	\$33.28	\$34.94	\$36.69	\$38.53	\$40.45	
Accountant II	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65	
Accounting Technician	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51	
Administrative Clerk I	28	GS	\$17.77	\$18.66	\$19.59	\$20.57	\$21.60	\$22.68	
Administrative Clerk II	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03	
Administrative Clerk III	36	GS	\$21.65	\$22.73	\$23.87	\$25.06	\$26.32	\$27.63	
Administrative Secretary	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05	
Administrative Supervisor	47	GS	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53	\$36.26	
Aquatics Coordinator	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03	
Aquatics Supervisor	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16	
Assist City Manager/Comm & Econ Dev Dir	Contract		\$71.91	\$0.00			\$92.32		
Assistant Engineer	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52	
Assistant Planner	118	MM	\$33.30	\$34.97	\$36.71	\$38.55	\$40.48	\$42.50	
Associate Civil Engineer	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59	
Associate Engineer	127	MM	\$41.59	\$43.67	\$45.85	\$48.14	\$50.55	\$53.08	
Associate Planner	124	MM	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29	
Building Inspection Services Manager	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05	
Building Inspector I	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09	
Building Inspector II	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05	
Business Engagement / Resource Conservation Program Mana	124	MM	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29	
Chief Building Official	140	MM	\$57.33	\$60.19	\$63.20	\$66.36	\$69.68	\$73.17	
Chief Collection Systems Operator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05	
Chief Information Officer	142	MM	\$60.23	\$63.24	\$66.40	\$69.72	\$73.21	\$76.87	
Chief Plant Operator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05	
Chief Project Engineer	145	MM	\$64.86	\$68.10	\$71.51	\$75.09	\$78.84	\$82.78	
Chief Water Systems Operator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05	
Children's Librarian II	118	MM	\$33.30	\$34.97	\$36.71	\$38.55	\$40.48	\$42.50	
City Clerk	Contract		\$44.02				\$61.14		
City Engineer	145	MM	\$64.86	\$68.10	\$71.51	\$75.09	\$78.84	\$82.78	
City Manager	Contract						\$145.77		
Code Compliance Officer I	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37	
Code Compliance Officer II	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05	
Communications and Strategic Policy Manager	134	MM	\$49.40	\$51.88	\$54.47	\$57.19	\$60.05	\$63.05	
Community Development Clerk I	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03	
Community Development Clerk II	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32	
Community Development Director	Contract		\$74.15	\$0.00	\$0.00	\$0.00	\$95.19	\$0.00	
Community Development Technician I	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05	
Community Development Technician II	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37	
Community Risk Reduction Specialist I	Base	F	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49		
Community Risk Reduction Specialist II	Base	F	\$32.28	\$33.90	\$35.59	\$37.37	\$39.24		
Community Risk Reduction Specialist Senior	Base	F	\$35.74	\$37.53	\$39.41	\$41.38	\$43.45		
Community Services Director	Contract		\$74.15	\$0.00	\$0.00	\$0.00	\$95.19		
Community Services Officer	Base	P	\$25.46	\$26.73	\$28.07	\$29.47	\$30.94	\$32.49	
Community Services Program Manager	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52	
Conservation Coordinator	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37	
Construction Project Manager	129	MM	\$43.69	\$45.88	\$48.17	\$50.58	\$53.11	\$55.76	
Crime Prevention Specialist	Base	P	\$25.46	\$26.73	\$28.07	\$29.47	\$30.94	\$32.49	

Data Services Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Deputy Chief (aka Police Captain)	Base	PM	\$68.03	\$71.43	\$75.00	\$78.75	\$82.69	\$86.82	\$91.17	\$95.72
Deputy Director of Community Development	Contract		\$57.27	\$0.00	\$0.00	\$0.00	\$73.43	\$0.00		
Deputy Director of Public Works Utilities	Contract		\$55.94	\$0.00	\$0.00	\$0.00	\$67.99	\$0.00		
Deputy Fire Chief	Flat	FM	\$64.70	\$67.93	\$71.33	\$74.89	\$79.28	\$0.00		
Director of Administrative Services	Contract		\$74.15	\$0.00	\$0.00	\$0.00	\$95.19	\$0.00		
Economic Development Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Electrical / Signs & Markings Supervisor	134	MM	\$49.40	\$51.88	\$54.47	\$57.19	\$60.05	\$63.05		
Electrician's Assistant	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Engineering Aide I	33	GS	\$20.11	\$21.11	\$22.17	\$23.28	\$24.44	\$25.66		
Engineering Aide II	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32		
Engineering Assistant	56	GS	\$35.48	\$37.25	\$39.12	\$41.07	\$43.13	\$45.28		
Engineering Technician I	44	GS	\$26.38	\$27.70	\$29.08	\$30.54	\$32.07	\$33.67		
Engineering Technician II	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16		
Engineering Technician III	52	GS	\$32.14	\$33.75	\$35.44	\$37.21	\$39.07	\$41.02		
Environmental Compliance Inspector I	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Environmental Compliance Inspector II	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Environmental Compliance Specialist	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09		
Environmental Resources Analyst	127	MM	\$41.59	\$43.67	\$45.85	\$48.14	\$50.55	\$53.08		
Environmental Sustainability Manager	131	MM	\$45.90	\$48.20	\$50.61	\$53.14		\$58.59		
Equipment Service Clerk	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03		
Equipment Service Worker	34	GS	\$20.61	\$21.64	\$22.72	\$23.86	\$25.05	\$26.30		
Executive Assistant - Confidential	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09		
Executive Assistant to the City Manager	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Facility Maintenance Worker I	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96		
Facility Maintenance Worker II	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27		
Facility Maintenance Worker III	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51		
Finance Clerk I	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03		
Finance Clerk II	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32		
Finance Clerk III	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27		
Finance Director	Contract		\$55.17				\$70.82			
Finance Officer	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Finance Specialist	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27		
Finance Supervisor	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Financial Services Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Fire Battalion Chief	Flat	FM	\$56.72	\$59.55	\$62.53	\$65.65	\$68.94			
Fire Captain	Base	F	\$47.59	\$49.97	\$52.47	\$55.09	\$57.84			
Fire Chief	Contract		\$74.71	\$0.00	\$0.00	\$0.00	\$96.16			
Fire Engineer	Base	F	\$41.30	\$43.37	\$45.53	\$47.81	\$50.20			
Fire Marshal	Flat	FM	\$56.72	\$59.55	\$62.53	\$65.65	\$68.94			
Fire Prevention Specialist I (aka Community Risk Reduction I)	Base	F	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49			
Fire Prevention Specialist II (aka Community Risk Reduction II)	Base	F	\$32.28	\$33.90	\$35.59	\$37.37	\$39.24			
Firefighter	Base	F	\$36.39	\$38.21	\$40.12	\$42.13	\$44.23			
Firefighter Recruit	Base	F	\$32.75							
Fleet & Facilities Manager	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
GIS Coordinator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
GIS Technician I	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09		

GIS Technician II	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05		
Heavy Equipment Mechanic	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Housing Analyst I (aka Redevelopment & Housing Analyst I)	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Housing Analyst II (aka Redevelopment & Housing Analyst II)	124	MM	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29		
Human Resources Analyst I	121	MM	\$35.86	\$37.65	\$39.54	\$41.51	\$43.59	\$45.77		
Human Resources Analyst II	126	MM	\$40.57	\$42.60	\$44.73	\$46.97	\$49.32	\$51.78		
Human Resources Clerk	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Human Resources Manager	140	MM	\$57.33	\$60.19	\$63.20	\$66.36	\$69.68	\$73.17		
Human Resources Technician I	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51		
Human Resources Technician II	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Industrial Electrical/Electronics Technician	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Information Technology Technician I	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16		
Information Technology Technician II	52	GS	\$32.14	\$33.75	\$35.44	\$37.21	\$39.07	\$41.02		
Infrastructure O & M Superintendent	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Junior Engineer	121	MM	\$35.86	\$37.65	\$39.54	\$41.51	\$43.59	\$45.77		
Junior Planner	113	MM	\$29.43	\$30.90	\$32.45	\$34.07	\$35.78	\$37.56		
Laboratory & Environmental Compliance Mgr.	129	MM	\$43.69	\$45.88	\$48.17	\$50.58	\$53.11	\$55.76		
Laboratory Supervisor	127	MM	\$41.59	\$43.67	\$45.85	\$48.14	\$50.55	\$53.08		
Laboratory Technician I	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Laboratory Technician II	47	GS	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53	\$36.26		
Librarian I	114	MM	\$30.17	\$31.68	\$33.26	\$34.92	\$36.67	\$38.50		
Librarian II	118	MM	\$33.30	\$34.97	\$36.71	\$38.55	\$40.48	\$42.50		
Librarian III	122	MM	\$36.76	\$38.59	\$40.52	\$42.55	\$44.68	\$46.91		
Library Services Director	Contract		\$60.06				\$72.98			
Library Technical Assistant I	29	GS	\$18.21	\$19.13	\$20.08	\$21.09	\$22.14	\$23.25		
Library Technical Assistant II	33	GS	\$20.11	\$21.11	\$22.17	\$23.28	\$24.44	\$25.66		
Library Technical Assistant III	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32		
Light Equipment Mechanic	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27		
Literacy Coordinator	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Maintenance Supervisor	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05		
Maintenance Worker I	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96		
Maintenance Worker II	40	GS	\$23.90	\$25.09	\$26.35	\$27.67	\$29.05	\$30.50		
Maintenance Worker III	44	GS	\$26.38	\$27.70	\$29.08	\$30.54	\$32.07	\$33.67		
Management Analyst I	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Management Analyst II	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Meter Services Technician	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Office Manager	115	MM	\$30.92	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47		
Operations and Maintenance Superintendent	137	MM	\$53.24	\$55.90	\$58.69	\$61.63	\$64.71	\$67.94		
Park Maintenance Technician	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Park Maintenance Worker I	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96		
Park Maintenance Worker II	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Park Maintenance Worker III	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Park Planner	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Park Superintendent	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Park Supervisor	51	GS	\$31.36	\$32.93	\$34.57	\$36.30	\$38.12	\$40.02		
Planning Manager	140	MM	\$57.33	\$60.19	\$63.20	\$66.36	\$69.68	\$73.17		
Police Captain	Base	PM	\$68.03	\$71.43	\$75.00	\$78.75	\$82.69	\$86.82	\$91.17	\$95.72

Police Chief	Contract		\$96.68				\$127.21			
Police Crime and Intelligence Analyst	Base	PS	\$32.64	\$34.27	\$35.98	\$37.78	\$39.67			
Police Lieutenant	Base	PM	\$61.90	\$64.99	\$68.24	\$71.65	\$75.23	\$79.00	\$82.95	\$87.09
Police Officer	Base	P	\$38.68	\$40.61	\$42.64	\$44.77	\$47.01	\$49.36	\$51.83	
Police Officer Recruit (Non-Safety)	Base		\$34.81							
Police Records Manager	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Police Records Specialist	Base	P	\$22.60	\$23.73	\$24.91	\$26.16	\$27.47			
Police Records Supervisor	Base	PS	\$30.61	\$32.15	\$33.75	\$35.44	\$37.21			
Police Sergeant	Base	PS	\$44.74	\$46.98	\$49.32	\$51.79	\$54.38	\$57.10	\$59.95	\$62.95
Pool and Recreation Facility Technician (formerly Pool and Facility Technician)	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Pool Facility Technician	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Principal Civil Engineer	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Principal Planner	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Principal Utilities Civil Engineer	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Program Analyst	63	GS	\$42.17	\$44.28	\$46.50	\$48.82	\$51.26	\$53.83		
Public Works Director	Contract		\$74.15				\$95.19			
Public Works O&M Infrastructure Admin	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Purchasing Manager	123	MM	\$37.68	\$39.56	\$41.54	\$43.61	\$45.80	\$48.09		
Recreation Coordinator	36	GS	\$21.65	\$22.73	\$23.87	\$25.06	\$26.32	\$27.63		
Recreation Superintendent	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Recreation Supervisor	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Redev. & Housing Analyst I (renamed to Housing Analyst I)	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Redev. & Housing Analyst II (renamed to Housing Analyst II)	124	MM	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29		
Redevelopment Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Secretary to City Manager (renamed to Executive Assistant)	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Senior Accountant	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Senior Associate Civil Engineer	134	MM	\$49.43	\$51.91	\$54.50	\$57.23	\$60.09	\$63.09		
Senior Building Inspector	57	GS	\$36.37	\$38.18	\$40.09	\$42.10	\$44.20	\$46.41		
Senior Building Plans Examiner	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Senior Center Manager	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Senior Civil Engineer	138	MM	\$54.57	\$57.29	\$60.16	\$63.17	\$66.33	\$69.64		
Senior Construction Project Manager	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Senior Engineering Assistant	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Senior Environmental Resources Analyst	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Senior Equipment Mechanic	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Senior Human Resources Analyst	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Senior Maintenance Worker	47	GS	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53	\$36.26		
Senior Management Analyst	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Senior Planner	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Senior Police Records Specialist	Base	P	\$24.86	\$26.10	\$27.40	\$28.77	\$30.21			
Senior Signs and Markings Technician	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$39.16	\$41.12	\$43.18	\$45.34	\$47.60	\$49.98		
Senior Tree Trimmer	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Senior Utilities Maintenance Worker (Water)	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Senior Water Pollution Control Operator	67	GS	\$46.55	\$48.88	\$51.32	\$53.89	\$56.58	\$59.41		

Senior Water Quality Specialist	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Senior Water System Operator	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$45.42	\$47.69	\$50.07	\$52.58	\$55.20	\$57.96		
Signs and Markings Tech I	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Signs and Markings Tech II	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Social Services Manager	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Sports Manager	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Stock Clerk	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03		
Storekeeper	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96		
Technical Services Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Traffic Signal / Street Lighting Technician	56	GS	\$35.48	\$37.25	\$39.12	\$41.07	\$43.13	\$45.28		
Transportation Engineer	134	MM	\$49.43	\$51.91	\$54.50	\$57.23	\$60.09	\$63.09		
Treatment Plant Mechanic	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Treatment Plant Superintendent	137	MM	\$53.24	\$55.90	\$58.69	\$61.63	\$64.71	\$67.94		
Tree Trimmer I	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Tree Trimmer II	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Underground Utility Service Locator	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Utilities Administrator	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Utilities Maintenance Supervisor	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05		
Utilities Maintenance Worker I	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32		
Utilities Maintenance Worker II	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05		
Utilities Maintenance Worker III (Sewer)	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Utilities Maintenance Worker III (Water)	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Utilities Maintenance Worker IV (Water)	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Wastewater Systems Administrator	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Water / Wastewater Instrumental Technician	62	GS	\$41.15	\$43.20	\$45.36	\$47.63	\$50.01	\$52.51		
Water Pollution Control Facility Superintendent	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Water Pollution Control O-I-T	40	GS	\$23.90	\$25.09	\$26.35	\$27.67	\$29.05	\$30.50		
Water Pollution Control Operator I	51	GS	\$31.36	\$32.93	\$34.57	\$36.30	\$38.12	\$40.02		
Water Pollution Control Operator II	55	GS	\$34.61	\$36.34	\$38.16	\$40.07	\$42.07	\$44.18		
Water Pollution Control Operator III	59	GS	\$38.21	\$40.12	\$42.12	\$44.23	\$46.44	\$48.76		
Water Pollution Control Operator IV	63	GS	\$42.17	\$44.28	\$46.50	\$48.82	\$51.26	\$53.83		
Water Quality Specialist I	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16		
Water Quality Specialist II	52	GS	\$32.14	\$33.75	\$35.44	\$37.21	\$39.07	\$41.02		
Water Systems Administrator	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Water Systems Operator I	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05		
Water Systems Operator II	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES										
			A STEP	B STEP	C STEP	D STEP	E STEP			
Activity Leader I			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Activity Leader II			\$16.00	\$16.25	\$16.50	\$16.75	\$17.00			
Activity Manager			\$17.00	\$17.25	\$17.50	\$17.75	\$18.00			
Cashier			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Civic Fellow			\$19.00				\$24.00			
Counselor			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			

Intern			\$16.00	\$17.00	\$18.00	\$19.00	\$20.00			
Library Page			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Lifeguard / Aide			\$17.00	\$17.25	\$17.50	\$17.75	\$18.00			
Lifeguard / Instructor			\$18.00	\$18.25	\$18.50	\$18.75	\$19.00			
Pool Manager			\$20.50	\$20.75	\$21.00	\$21.25	\$21.50			
Recreation Facility Aide			\$18.25	\$18.50	\$18.75	\$19.00	\$19.25			
Special Program Coordinator			\$19.50	\$19.75	\$20.00	\$20.25	\$20.50			
Swim Instructor Aide			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
						Approved by City Council: August 15, 2023				



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.14
SUBJECT: Woodland Professional Firefighters' Association
Memorandum of Understanding

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2023 through June 30, 2026) with the Woodland Professional Firefighters' Association.

Staff Contact:

Kim McKinney, Administrative Services Director, (530) 661-5849, kim.mckinney@cityofwoodland.org

Fiscal Impact:

The current labor agreement with the Woodland Professional Firefighters' Association (WPFA) covers salary and benefits for 45 full-time equivalent positions at an annual cost of approximately \$10 million. The terms of the proposed new three-year agreement is expected to result in an average annual increase of 6.0% of total compensation. This increase will add \$2.16 million in total employee compensation costs over the three-year period and is comparable to the expenditure levels assumed in the development of the FY2023/24 budget and forecast. The majority of costs of this bargaining group are funded by the General Fund.

Background:

The current labor agreement between the City and WPFA expired on June 30, 2023. In anticipation of this, the City began negotiating with WPFA on a successor labor agreement in February 2023, and reached a tentative agreement in early August. The tentative agreement was presented to and ratified by the WPFA membership, and tonight's recommended Council action would formally ratify the terms of the new three (3) year agreement with WPFA.

Discussion:

The proposed agreement provides for increases in salaries and costs of certain other benefits for employees while maintaining structural changes to the overall benefit package negotiated in prior agreements. The new contract also provides for ongoing stability in medical insurance rates, while at the same time providing adjustments reflecting anticipated cost of living adjustments and promoting retention and recruitment of employees.

The major terms of the new contract are as follows:

Cost of Living Adjustments:

- July 1, 2023 4%
- July 1, 2024 3%
- July 1, 2025 3%

Longevity Pay:

Effective July 2025, Longevity Pay will change from a flat amount to a percentage of base pay, based on the following schedule of years of service:

10 years 1.0% of base pay

15 years 2.0% of base pay
20 years 3.0% of base pay

Medical Health Insurance:

The City's contribution towards health premiums will increase annually by 4%, with potential additional contributions if the increase to the Kaiser plan premiums increase by more than 20% in a year.

Educational Incentive:

A qualifying certificate pay for Plans Examiner (available for Community Risk Reduction Specialists) is added to the list of available incentives, with 1% of base pay added for this incentive.

Squad Pay:

In exploring alternative fire service delivery models, the City may use a "squad" approach during a trial period. When Firefighters are assigned to this squad, they will earn an additional 1% of base pay, and Engineers assigned to this squad will earn an additional 2.5% of base pay for hours worked.

The contract is retroactive to the first full pay period in July 2023.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2023 through June 30, 2026) with the Woodland Professional Firefighters' Association.

Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. WPFA MOU 2023-2026

MEMORANDUM OF UNDERSTANDING
CONCERNING
FIRE EMPLOYEES OF THE CITY OF WOODLAND

The City of Woodland and the Woodland Professional Firefighters' Association (IAFF Local 4029, AFL-CIO), representing employees of the City of Woodland in the classifications of Firefighter Recruit, Firefighter, Fire Engineer, Community Risk Reduction Specialist I/II/Senior, and Fire Captain by and through their authorized representatives, hereby ratify as and for a memorandum of understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Fire Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and thereafter the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall in all cases be the primary source.

DATED: _____,

Woodland Professional
Firefighters' Association

The City of Woodland
by direction of the City Council

Ss: Ryan Morrison, President

Ss: Ken Hiatt, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND APPROVING
CERTAIN TERMS AND CONDITIONS FOR FIRE EMPLOYEES

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ARTICLE I

GENERAL PROVISIONS

1.1 Application

- 1.1.1 This Resolution applies to the employees employed by the City of Woodland in the classifications of Firefighter Recruit, Firefighter, Fire Engineer, Community Risk Reduction Specialist I, Community Risk Reduction Specialist II, Senior Community Risk Reduction Specialist and Fire Captain all of whom are represented by the Woodland Professional Firefighters' Association (IAFF Local 4029, AFL-CIO).

1.2 Term

Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from July 1, 2023 to June 30, 2026, and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias Brown (MMB) Act.

- 1.2.2 The City and Association agree to begin negotiations for the period beginning January 1, 2026, no later than April 1, 2026. During the month of April 2026, the City and Association shall meet for the purpose of facilitating the finding of facts regarding wages and benefits to be included in a salary survey. For purposes of salary comparison, the information listed in Attachment 1 shall be used. When conducting the salary survey, the position of Firefighter shall be used for comparison. Total compensation for comparable agencies shall be based upon an existing contract or MOU and shall account for any adjustments in the total compensation effective on or before July 1, 2026.

1.3 Purpose

The purpose of this Resolution is to provide certainty in payment of employee compensation over a four period and to provide clarification of employee working conditions.

1.4 Severability

In the event that any provision of this Resolution shall at any time be declared invalid by a court of competent jurisdiction or by governmental regulations or decrees, such decision shall not invalidate the entire Resolution. It is the expressed intention of both the Association and the City that all other provisions not declared invalid shall remain in full force and effect.

1.5 Peaceful Performance

- 1.5.1 The Association agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support, any: strikes;

mass resignations; mass absenteeism; picketing which would involve suspension of or interference with normal work of this department; or any other similar actions which would involve suspension of or interference with emergency work of this department. This clause will specifically expire on June 30, 2026.

ARTICLE II

COMPENSATION

2.1 Salary

2.1.1 During the term of this agreement, represented employees shall receive the following increases:

- | | |
|--|-------|
| • Effective the first full pay period of July 2023 | 4.00% |
| • Effective the first full pay period of July 2024 | 3.00% |
| • Effective the first full pay period of July 2025 | 3.00% |

2.2 Deferred Compensation

2.2.1 The City will make available a Deferred Compensation Plan to all employees.

2.1.1.1 For employees hired after July 1, 2006, the City will provide a two percent (2%) of base salary, pretax contribution to a Deferred Compensation plan of the employee's choice.

2.1.2 To receive the contribution, employee must have completed their initial probationary period.

2.1.3 Employee must enroll in one of the Deferred Compensation plans offer by the City.

2.1.4 There is no vesting requirement. The contribution is immediately vested into the employee's account.

2.3 Recruit Firefighter Salary

2.3.1 For all newly employed Firefighters, the City shall make all reasonable attempts to coordinate the hire date of recruit Firefighters with a date on or about the beginning date of a basic Firefighters academy. While attending the academy, recruit Firefighters shall be compensated at a rate of ten percent (10%) less than Firefighter step A. A newly employed Firefighter shall be compensated at this rate for the period from the initial date of hire through the academy (if one is attended). The start of the next pay period, and after swearing in, the Firefighter shall be compensated at Firefighter step A.

2.4 Educational Incentive Program

- 2.4.1 Employees shall be eligible for incentive pay upon completion of courses required for the following certifications awarded by the Office of the State Fire Marshal or a diploma awarded by an accredited College/University for fire service and shall receive additional compensation as set forth below:

Chief Fire Officer 2% (pre 2015) or Chief Fire Officer 1% (post 2015)
Executive Chief Fire (2015) 1%
Fire Officer or Company Officer 2%
Fire Apparatus Driver Operator 1A 1 B or Driver Operator Pump 1A, 1B (2015) 1%
Post 2019 Remainder of Driver Operator series (Fire Apparatus Driver Operator Aerial, Tiller, Wildland, Water Tender (post 2019) 1%
HAZMAT Tech 2.5%
Fire Investigator I 1% (pre 2017) Fire Investigator II 1 (Pre 2017) or Fire Investigator (post 2017) 1%
Firefighter II 1%
Fire Protection Specialist 1%
Fire Marshal 1.0%
Inspector I and II 1%
Community Risk series (2019) 1%
Fire Science Certificate 1%
Associates Degree 2%
Bachelor's Degree 1%
Plan Examiner 1% (for Community Risk Reduction Series only)

Amounts payable in this program are cumulative but may not exceed a total of 5%.

Note: Upon completion of all courses required (not including the task books) for the certification the employee will be eligible for Incentive pay. Retroactive pay will be limited to 120 days.

2.5 Uniform Allowance

- 2.5.1 Each represented employee shall receive an annual uniform allowance of \$1,200, payable in biweekly installments throughout the year. Employees are responsible for purchasing uniforms as per the uniform policy including safety footwear.
- 2.5.2 All newly hired employees will receive an annual advance of their uniform allowance (\$1,200.00) and will not receive the biweekly allowance until completion of 12 months of employment.
- 2.5.2.1 Employees who leave during probation, may, at the City's option, be required to return purchased uniform items.

2.6 Extra Duty

- 2.6.1 Overtime is all extra duty required by the Department of off duty personnel, including but not limited to call back for emergencies, extra shifts of duty, continuation of shift, training and meetings, special assignments, and all overtime not otherwise provided herein.
- 2.6.2 Employees authorized or ordered by the Fire Chief, or his representative, to work on call back to duty or extra shifts or duty, whether emergency or non-emergency, shall be compensated for such work at one- and one-half times (1.5) their individual rate of pay (IRP). Employees who are not continuing a shift or who are not due to commence a shift eminently shall be compensated for a minimum of two (2) hours of overtime. Exception: employees shall be compensated for a minimum of four (4) hours of overtime for emergency callbacks.
- 2.6.3 Employees authorized or ordered by the Fire Chief, or his representative, to work on continuation of shift, training, meetings, special assignments, and all overtime not otherwise provided herein, shall be compensated for such work on an hour for hour basis at the rate of one- and one-half times (1.5) their individual rate of pay (IRP). Continuation of shift shall not exceed one hour per occurrence.
- 2.6.4 A rotation list shall be established by the Fire Chief, or his representative, to assure impartiality in extra duty assignments.
- 2.6.5 Gear Movement. Employees will be compensated 0.5 hour at the applicable overtime rate for moving their equipment from one station to another.
- 2.6.6 Hold Over. If an employee is held over on their shift, employee will be compensated for a minimum of 1 hour of pay at the applicable overtime rate. This hour does not include the 0.5 hour of applicable overtime for Gear Movement.
- 2.6.7 Court Time. All represented employees called back to duty or required to appear in court for hours not contiguous to their shift shall be compensated at one and one-half (1.5) times their regular hourly rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.
- 2.6.8 Employees who are served a subpoena for a criminal matter will call their individual voice mail box to determine if the appearance has been canceled or continued to another date and time. The call must be made before the scheduled appearance. For the morning calendar, the employee must call by 1700 the prior day for a 9:00 a.m. appearance. For hearings scheduled in the afternoon, the employee must call at 12:00 noon. Afternoon cancellations and continuances will be made by 12:00 noon.

If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will leave a message to that effect on your individual voice mailbox. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.

The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison

records may rebut the presumption with proper proof to the Battalion Chief. The Battalion Chief's findings are final.

If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employee's primary contact number in the time frames described above, there is no compensation for that appearance.

2.7 Compensating Time Off

- 2.7.1 The Fire Chief shall maintain a compensating time-off program for represented employees. The program shall enable Fire Operations Shift employees to accumulate a bank of up to ninety-six (96) hours of overtime hours which the employee does not wish to receive in the form of pay. CTO shall be accrued at the same rate, whether hour for hour or one and one half-hours for one hour, as the employee would have earned had the employee been compensated by pay. Employees on Fire Staff Shift (40-hour per week shifts) shall be able to accumulate up to eighty (80) hours in their compensating time-off bank. Once the maximum amount of compensatory time off is accrued, all additional overtime must be requested for payment. Nothing in this section shall prevent a represented employee from choosing to take pay for overtime or to have overtime hours placed in his/her compensating time off bank unless the maximum accumulation is reached. Upon request by the employee, the employee shall have the option of converting up to 288 hours (two hundred eighty-eight) hours per fiscal year to cash.
- 2.7.2 For reimbursable deployment or training wherein reimbursing entity requires compensation in the form of pay be received by the employee, the employee must be paid overtime and may not elect to bank CTO hours earned.

2.8 Longevity Pay

- 2.8.1 The City shall pay longevity pay according to the following schedule, payable biweekly once the employee has reached the appropriate years of service. Payment begins the pay period after obtaining the years of service.

10 years of service	\$225 per year
15 years of service	\$275 per year
20 years of service	\$325 per year

Effective the first full pay period in July 2025, longevity pay will be calculated as follows:

10 years of service	1.0% of Base Pay
15 years of service	2.0% of Base Pay
20 years of service	3.0% of Base Pay

NOTE: Percentages of base pay are not cumulative; maximum allowable pay of 3% of base pay.

2.9 Acting Pay

- 2.9.1 Employees assigned by their supervisor to perform substantially all duties in the next higher-level classification shall receive an additional five (5%) percent of their individual rate of pay (IRP) as Acting Pay compensation. For example, a Fire Engineer acting as a Fire Captain.
- 2.9.2 Employees assigned by their supervisor to perform substantially all the duties in a classification above the next higher classification (e.g., two classifications higher), shall receive an additional seven and a half (7.5%) percent of their individual rate of pay (IRP) as Acting Pay compensation. For example, a Firefighter acting as a Fire Captain.

2.10 Bilingual Pay

- 2.10.1 Bilingual employees, as designated in the City's bilingual policy, shall receive additional compensation above their regular salary at the rate of two hundred dollars (\$200) per month.

2.11 New Technology

- 2.11.1 The City agrees to meet and confer with the Association upon the proposed introduction of new technology into the work performed by represented members and to negotiate the affect such technology may have on the members if it significantly impacts matters within the scope of representation.

2.12 Hazardous Materials

- 2.12.1 For the term of this agreement, the employees agree to participate in Hazardous Materials Operations. These operations include Level One incidents and the primary responsibility of management and participation in the Decontamination corridor, as part of Yolo County Hazardous Materials Response Team. These operations involve those people in the Woodland Fire Department trained to the Operational Decon level. For those trained to the Technician Level additional duties may be required at the overall Hazmat Scene. It is understood the University of California - Davis Fire Department has the primary responsibility of Entry into the hazardous materials scene in level two and above incidents, that require the activation of the Yolo County HMRT.

2.13 Comparison Agencies

- 2.13.1 The City and Association agree to use the following agencies for compensation comparison purposes: Davis, Lincoln, Lodi, Manteca, Rocklin, West Sacramento and Yuba City.

2.14 Squad Pay

- 2.14.1 While assigned to the squad, the Firefighter shall be compensated at one percent (1%) above base pay. While assigned to the squad, the Engineer shall be compensated two- and one-half percent (2.5%) above base salary for the hours worked. This compensation is to acknowledge the increased supervisory, administrative and tactical decision making. Acting Engineers will be compensated five percent (5%) as acting pay, consistent with section 2.9.2, and an additional two- and one-half percent (2.5%) for squad pay.

ARTICLE III

EDUCATIONAL INCENTIVE

3.1 Educational Reimbursement

- 3.1.1 It is the policy of the City to encourage the educational accomplishment of represented employees.
- 3.1.2 City/Department Required Courses. The City shall incur all costs of any education, including conference fees, tuition, travel, meals and lodging, for such education that the City requires a represented employee to attend. For such Department mandated training, the City's "Travel and Travel Reimbursement Policy" shall apply. Normally, career advancement education courses are NOT mandated courses.
- 3.1.3 Education Reimbursement. Represented employees may request up to \$625 reimbursement per fiscal year for job related course work, or course work toward a job-related certificate, or course work toward an AA, BA or advanced degree related to the fire service. General education courses, required to receive such a degree shall be eligible for reimbursement. Reimbursement shall be made in accordance with the City's education reimbursement policy.
- 3.1.4 Generally, attendance of courses certified by the California State Fire Marshal's Office (CSFMO), California Specialized Training Institute (CSTI), and the National Wildland Coordinating Group (NWCG) fall under the provisions of the City's education reimbursement policy (see 3.1.3 above). Other courses may be approved by the program director (i.e., Training Chief for Operations, Fire Marshal for Prevention) and the Fire Chief, or his representative, if the course improves current job skills and abilities or prepares the employee for career advancement. It is understood and agreed that many of these courses come available in short notice, and require payment in advance, therefore the City agrees to provide an exception for represented employees accepted for these courses. The City will permit advance payment of the \$625 education reimbursement benefit for represented employees approved by the program director and the Fire Chief. No more than \$625 per fiscal year shall be paid or reimbursed to any employee under these provisions. Any advance payments received that are not used, shall be returned to the City. Likewise, failure to successfully complete the course or failure to attend the course will require the employee to pay the City back for any advanced payments received.
- 3.1.5 Travel, Meal and Lodging Reimbursements. In addition to tuition, books and fees associated with education reimbursement provided for in paragraphs 3.1.3 and 3.1.4 above, travel meal and lodging costs may be reimbursed. Amounts of reimbursements shall be governed by the City's travel policy. Amounts of all reimbursements per fiscal year shall not exceed \$625.

3.1.6 Professional Growth Incentive Program. Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$625.00.

3.1.7 The \$625 maximum applies to both Professional Growth and Education Reimbursement. In no instance will an employee be reimbursed more than a total \$625 per fiscal year for Professional Growth Incentive Program or Education Reimbursement.

Education Leave of up to 96 hours per year shall be granted for all approved courses/classes. Education leave will be administered as concurrent schedule leave in Section 6.5.1

3.2 Certification Board

3.2.1 A Certification Board shall be maintained as a standing committee within the Department. The Board shall recommend training and educational requirements required for promotion to the rank of Engineer and Captain. The Board shall further recommend training and educational requirements for all Firefighters, Engineers, and Captains necessary to maintain certification and proficiency at the employee's present rank. It shall further be the duty of the Board to monitor the training and performance of probationary employees and to provide advice and recommendations to the Chief regarding appointment to or rejection of appointment to permanent status of probationary employees.

3.2.2 The Certification Board shall be comprised of two Firefighters, two Engineers, and two Captains appointed by the Association and the Fire Battalion Chiefs.

ARTICLE IV

MEDICAL AND RELATED BENEFITS

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the medical insurance program. Employees shall have the option of enrolling in any of the medical plans provided by the City.

4.1.2 For Employees **hired before July 1, 2006**, the City provides a **two tier** medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.2.1 Employees hired on or before July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.3 Employees hired on or before July 1, 2006, who have opted out of City provided medical coverage as of November 1, 2019 would continue to receive \$565 per month. Should the employee elect coverage later, and then again decline coverage, the \$405 monthly payment would be applicable.

4.1.3.1 Employees hired on or before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only and Employee Plus One \$810
- Tier Two: Employee plus Family \$1060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$2,036.21	\$2,036.21	2,647.27
January 1, 2025*	\$2,117.65	\$2,117.65	\$2,752.96
January 1, 2026**	\$2,202.36	\$2,202.36	\$2,863.08

* If the CalPERS Kaiser Rate for health premiums increases by **more than 20%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 8.0%** from 2024 to 2025. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2024 to 2025.

If the CalPERS Kaiser Rate for health premiums increases by more than 20% from January 2025 to January 2026, then the City Contribution toward health insurance premiums will increase by 8.0% from 2025 to 2026. If the CalPERS Kaiser Rate for health premiums increases by **more than 25% from January 2025 to January 2026 then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2025 to 2026.

4.1.4 For Employees **hired on or after July 1, 2006**, the City provides a three tier medical benefits program:

- Tier One: Employee Only

- Tier Two: Employee plus One
- Tier Three: Employee plus Family

Employees hired on or after July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.4.1 Employees hired on or after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only \$405
- Tier Two: Employee plus One \$810
- Tier Three: Employee plus Family \$1060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$1,018.12	\$2,036.21	\$2,647.27
January 1, 2025*	\$1,058.84	\$2,117.65	\$2,752.96
January 1, 2026**	\$1,101.20	\$2,202.36	\$2,863.08

*If the CalPERS Kaiser Rate for health premiums increases by **more than 20%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase by **8.0%** from 2024 to 2025. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from 2024 to January 2025, then the City Contribution toward health insurance premiums will increase by **10.0%** from 2024 to 2025.

If the CalPERS Kaiser Rate for health premiums increases by more than 20% from January 2025 to January 2026, then the City Contribution toward health insurance premiums will increase by 8.0% from 2025 to 2026. If the CalPERS Kaiser Rate for health premiums increases by **more than 25% from January 2025 to January 2026 then the City Contribution toward health insurance premiums will increase by **10.0%** from 2025 to 2026.

Notwithstanding any stated provisions, the City's contribution to health benefits, as of January 1, 2024 shall not exceed:

- 4.1.5 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective **July 1, 2023 through December 31, 2023**, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	\$151.00	Note 3	\$855.12
Employee plus one	\$151.00	Note 3	\$1,873.21
Employee plus family	\$151.00	Note 3	\$2,484.08

Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee Only" tier shall receive medical insurance coverage and cafeteria plan benefit equal to the "Employee plus One" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently \$151.00 from the January 2023 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

- 4.1.4.5 Employees enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of a medical plan and the monthly allowances provided in paragraph 4.1.4 above for the respective tier in which they are enrolled. However, in no case shall the differences paid exceed the amounts provided in paragraph 4.1.4.1 above.

4.2 Long Term Disability Insurance

- 4.2.1 The Association shall provide a long-term disability (LTD) program for Unit members. Amounts designated as LTD premiums by the Association shall be paid to the Association by the City through payroll deduction. The City's sole responsibility in the operation of the long-term disability insurance program shall be to deduct the amounts specified by the Association. The Association shall hold harmless and indemnify the City for any liability as a result of implementation of this long-term disability insurance program.

Should the Association's LTD plan become unavailable, the City and Association agree to reopen negotiations on this section.

The Association and City will gain a greater understanding the LTD benefits provided by the Association. After that meeting, the City may explore offering a Short-Term Disability policy to the members of the Association.

4.3 Dental Insurance

- 4.3.1 The City shall continue in effect its self-insurance group dental plan for all represented employees. The maximum annual reimbursement shall be two thousand (\$2,000) per covered person.
- 4.3.2 City shall continue to provide employees identified in Section 1.1 of this Resolution and any eligible dependents, coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

4.4 Vision/Optical Insurance

- 4.4.1 The City agrees to maintain in effect the vision insurance program for all unit employees. The plan shall have a, Fifteen (\$15) Dollar co-pay for an in-network vision provider for eye exam.

4.5 Life Insurance

- 4.5.1 The City shall maintain in effect life insurance for all unit employees at fifty thousand (\$50,000) dollars.

4.6 Medical Insurance Upon Retirement

- 4.6.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan (or designated Plan). Dental, Vision and Long Term Disability Insurance is not provided to retirees.
- 4.6.2 For employees who were **hired before July 1, 2006**, with ten (10) or more years of service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:
 - 4.6.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;
 - 4.6.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired on or before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.B.1 and 4.1.3.2 do not apply to retired employees.
 - 4.6.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall

continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

- 4.6.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;
 - 4.6.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and
 - 4.6.2.5 Dental, Vision and Long-Term Disability Benefits will not be offered or provided to retirees.
- 4.6.3 Employees who were **hired on or after July 1, 2006**, will receive medical insurance benefits in retirement as follows:
- 4.6.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
 - 4.6.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.
 - 4.6.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.
 - 4.6.3.2.2 Contributions: The City shall contribute \$100 per month to the employee's RHSP account; the employee shall contribute \$50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of \$100 per month for each month served in the employee's initial probation.
 - 4.6.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.
 - 4.6.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 6 hours per month

(versus 12 hours) with the value of 6 hours of salary being contributed to the employee's RHSP account.

- 4.6.3.2.5 The parties agree to meet and explore the city contribution to Medicare eligible retirees over the age of 65 to 80% of the Medicare eligible premium, with a 5% increase per year (consistent with active employees).

4.7 Tobacco Products

- 4.7.1 Employees hired after October 2005 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE V

HOLIDAYS

5.1 Holidays

- 5.1.1 Represented employees who are scheduled to the 56-hour work-week (Fire Operations Shift) shall be paid for 134.4 hours per year in lieu of holidays payable at the rate of eleven and two tenths (11.2) hours per month. Holiday-In-Lieu payment shall be made at the employees' individual rate of pay (IRP).
- 5.1.2 Represented employees who are scheduled to work a regular 40-hour week shall observe the following holidays:

- January 1st
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (Presidents Day)
- Fourth Monday in May (Memorial Day)
- July 4th
- First Monday in September (Labor Day)
- November 11th (Veteran's Day)
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve – ½ day (observed last work day before Christmas)
- December 25th (Christmas Day)

- 5.1.2.1 In addition, each represented employee who is scheduled to work a regular 40-hour week shall have 16 hours added to his/her vacation leave total in the first full pay period of July each year.

ARTICLE VI

VACATION

6.1 Vacation Leave

- 6.1.1 Each represented employee assigned to the Fire Operations Shift shall accumulate vacation leave according to the following table:

<u>Months of Service</u>	<u>Leave Earned Per Month</u>
1-36	11 hours
37-60	13 hours
61-120	15 hours
121-180	18 hours
over 180	21 hours

- 6.1.2 Each represented employee assigned to the Fire Staff Shift (40-hour work week) shall accumulate vacation leave according to the table below:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	7.7 hours
4 to 5 years	9.7 hours
6 to 10 years	11 hours
11 to 15 years	13 hours
16 years and over	15 hours

6.2 Maximum Accumulation - Vacation Buy-Back

- 6.2.1 Fire Operations Shift employees shall be allowed a maximum accumulation of vacation leave of 624 hours past January 1 of each year. Should an employee request vacation leave within sixty (60) days of reaching the maximum accumulation allowed, and due to staffing needs, the department is unable to grant the vacation time off, the employee shall be granted a sixty (60) day extension within which to take the vacation leave. Fire Staff who are non-operational employees and work an administrative shift may carry an unused balance of vacation leave of no more than 56 days (448 hours) past January 1 of each year. Provided an employee has submitted a timely vacation request pursuant to this MOU, no employee shall lose accumulated vacation time because of lack of departmental staffing.
- 6.2.2 Fire Operations Shift employees may buy back a maximum of ninety-six (96) hours of vacation per fiscal year provided that the employee has taken/scheduled at least seventy-two (72) hours of vacation during that fiscal year. Fire Staff Shift employees may buy back forty (40) hours per fiscal year provided they have taken/scheduled at least an equal number of vacation hours during the fiscal year.

6.3 Minimum and Maximum Vacation Periods

- 6.3.1 Fire Operations Shift employees shall be limited to fifteen (15) separate vacation periods per year with four (4) hours being the minimum vacation period allowed. A multiple shift vacation will be counted as a single vacation. Note: Education Leave will not count towards the fifteen (15) occurrences.

6.4 Annual Vacation Selection Procedure

- 6.4.1 Annual vacation shall be opened for bid starting on November 1 and closing on December 31 of each year for vacation requests for the following calendar year.
- 6.4.2 Departmental seniority governs where more than one employee on the same shift bids the same vacation.
- 6.4.3 Annual vacation bids shall be certified as approved in staffing scheduling software by the City no later than December 31 of each year.
- 6.4.4 Annual vacation applied for on or after January 1 of each year shall be granted on first-come basis and shall be confirmed in staffing scheduling software
- 6.4.5 All vacations shall be subject to the minimum staffing. The Fire Chief must approve all vacations in staffing scheduling software.

6.5 Concurrent Scheduled Leaves

- 6.5.1 Concurrent Scheduled Leaves for Fire Operations Shift. Two (2) employees on the same shift may take concurrent scheduled leave. Scheduled leave consists of all employee-initiated absences including: vacation, compensatory time, education leave, FMLA, scheduled sick leave, etc. . Any leave or light duty associated with a pregnancy will not be considered an employee-initiated absence. Any City-initiated absences will not be counted against the two-person scheduled leave provision; City-initiated absences include: workers' compensation, 4850 time, vacant positions, etc. A third (3) employee shall be allowed to take concurrent leave so long as no overtime costs accrue with the exception of Comp time. When Comp time is used as Third Person leave, the Comp time must be used in a minimum of 12-hour increments and will not be allowed to create a force hire.

ARTICLE VII

LEAVE

7.1 Sick Leave

- 7.1.1 Sick leave may be used only for non-service connected illness or injury or until entering disability retirement after receipt of Labor Code Section 4850 benefits to the extent of Legal entitlement, as provided in sub-section 8.1.5 of this agreement, titled "Disability Retirement."

7.2 Accumulation and Deduction

- 7.2.1 Each represented employee working the Fire Operations Shift shall accumulate sick leave at the rate of 12 hours per month. Each represented employee assigned to the Fire Staff Shift shall accumulate at the rate of 8 hours per month.
- 7.2.2 Time on sick leave shall be deducted from accumulated sick leave in hourly increments as used.
- 7.2.3 There shall be no limitation on the amount of sick leave which may be accumulated.
- 7.2.4 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service-connected illness or injury.

7.3 Bereavement Leave

- 7.3.1 Bereavement leave is to be utilized under the provisions for sick leave.

7.4 Family Medical Leave Act (FMLA)

- 7.4.1 The City has updated their Family Medical Leave Policy, (FMLA), Paid Sick Leave Policy (PSL) and Pregnant Workers Fairness Act (PWFA) to comply with the current regulations.
- 7.4.2 Prior to the City changing the FMLA, PSL or PWFA policy, the City agrees to meet and discuss with the Association on any changes.

ARTICLE VIII

PERS RETIREMENT

8.1 Retirement

- 8.1.1 3% @ 50 CalPERS Retirement Formula (Tier 1) for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS. The formula in effect for eligible represented employees hired on or before December 31, 2012 or are new hires to the City of Woodland who are "Legacy/Classic" members as determined by CalPERS is the 3% @ 50 formula with one-year final compensation (i.e. highest one-year average pensionable "compensation earnable").

2.7% @ 57 Retirement CalPERS Retirement Formula (PEPRA) for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect

for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 57 with average three-year compensation.

8.2 Employee Contribution towards Employee Share

- 8.2.1 Employee Contribution for employees on the 3 % @ 50 CalPERS Retirement Formula (Tier 1) for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS.
- Employees under this formula shall pay the full 9% of pensionable compensation of the employee's share of CalPERS pension.
- 8.2.2 Employee Contribution for employees under the 2.7% @ 57 Retirement CalPERS Retirement Formula (PEPRA) for City of Woodland Employees hired on or after January 1, 2013. Employees under this formula shall pay 50% of the normal cost towards CalPERS Pension as required and determined by CalPERS.
- 8.2.3 Additional Employee Contribution towards Employer share per PERS Section 20516 contract amendment by all employees under the 3% @50 Retirement Formula. All employees under the 3% @ 50 retirement formula (Tier 1) shall contribute 4% of pensionable compensation towards the employer share of PERS retirement pursuant to PERS Code Section 20516 contract amendment.
- 8.2.4 Employee contributions will be paid on a pre-tax basis as allowed by IRS Code Section 414(h)(2).
- 8.2.5 Disability Retirement. After receipt of Labor Code Section 4850 benefits to the extent of legal entitlement, an employee eligible for disability retirement under the Public Employees Retirement System (PERS) rules shall retire on the date set forth in the City's written request to the Public Employees' Retirement System without further use of accumulated sick leave. An employee eligible for both service and disability retirement may choose one or the other.
- 8.2.6 Optional Benefits. The City shall continue its contract with PERS to compute employee's retirement on the highest one (1) years' salary, for Legacy/Classic members. For all members, the City shall continue its contract with PERS to provide for the Fourth Level 1959 Survivors Benefit (Section 21382.5) and the Pre-Retirement Optional Settlement 2 Death Benefit.

ARTICLE IX

WORKING CONDITIONS

9.1 Substitution of Shift

- 9.1.1 Each represented employee assigned to the Fire Operations Shift shall be granted a substitution of shift with pay for any hour(s) or days(s) on which he/she is able to secure another employee to work in his/her place subject to the following provisions:

Substituting of shift(s) must be made in writing and signed by both parties involved in the exchange and their company officers. Requests for exchange of time are subject to the approval of the company officer for Firefighters and Engineers and the Shift Battalion Chief for Captains. Acting status shall not apply for the purposes of this section.

- 9.1.2 The payment of cash or other compensation by one employee to another in exchange for time worked is prohibited.
- 9.1.3 Neither the City nor the superior officer is held responsible for enforcing any agreement made between employees. It is understood that the employee's first responsibility is to his/her position with the City.
- 9.1.4 An Employee will not exceed seventy-two (72) hours of consecutive duty. However, by mutual consent, (the employee and the Fire Chief) employees may work up to one hundred ninety-two (192) hours of consecutive duty. Any out of the County assignment, either as part of a strike team or single resource, falls outside of the maximum hours of consecutive duty worked provision in this section.
- 9.1.5 The person signing the request as the substitute shall assume the responsibility for the requested time. Any failure on the part of the substitute to fulfill his/her obligations shall result in forfeiture of any cost incurred by the City to fill that position. An exception shall be granted for persons scheduled to work a shift trade whose absence due to illness causes a vacancy requiring overtime replacement. Employees shall not be responsible for costs to the City for this replacement; provided, however, unit members may not cancel shift exchanges in favor of sick leave payment.

9.2 Probationary Period

- 9.2.1 To enable the City to exercise sound discretion in filling positions within the Fire Department, no appointment to a position in the Fire Department shall be deemed final and permanent until after the expiration of a period of one year's service post academy if one is attended. At the discretion of the City Manager, on the recommendation of the Fire Chief, or representative, said one-year period may be shortened.
- 9.2.2 During the probationary period the employee may be rejected at any time by the City Manager, on the recommendation of the Fire Chief, or representative without cause and

without right of appeal. Notification of rejection in writing shall be served on the probationary employee and a copy filed in the Human Resources Office.

- 9.2.3 Any employee promoted during the probationary period after an original appointment, is not eligible for consideration of his/her first merit salary step increase until he/she has completed his/her probationary period. Employees serving a probationary period as a result of a promotional appointment are eligible for the consideration of their first merit salary step increase six (6) months after the promotional appointment is made.

9.3 Shift Changes and Hours

- 9.3.1 Each represented employee assigned to the Fire Operations Shift, shall work a fifty-six (56) hour week, on a 48/96 work schedule with shift changes to be made at 7:00 a.m.

9.3.1.1 The City of Woodland has adopted an FLSA 7k work cycle of 27 days, creating an FLSA overtime threshold of 204 hours each 27 days.

- 9.3.2 The normal work hours for represented employees working the Fire Operations Shift shall be from 7:30 a.m.to 12:00 noon and 1:00 p.m.to 4:30 p.m. during each shift with the exception of City holidays.

9.3.2.1 Other Shifts for Fire Staff Shifts.

9.3.2.2 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14-day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

9.3.2.3 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven-day work period at other than traditionally scheduled hours for the assigned shift.

9.3.2.5 Other schedules approved by the Fire Chief or designee.

9.3.2.6 Alternative work schedules may be discontinued by the Fire Chief or designee at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of affected employees, or the Association the Fire Chief or their designee shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule. The City may eliminate the schedule with advance notice. However, upon mutual agreement; the advance notice can be waived.

- 9.3.3 City Holidays are: January 1 (New Year's Day); Third Monday in January (Martin Luther King's Birthday); Third Monday in February (Washington's Birthday); Fourth Monday in May (Memorial Day); July 4 (Independence Day); First Monday in September (Labor Day); November 11 (Veteran's Day); Thanksgiving Day, the day after Thanksgiving; and December 25 (Christmas Day).

- 9.3.4 An emergency situation or pre-scheduled activities may require additional activities outside the normal work day.

- 9.3.5 Fire Staff Shift employees shall work a forty (40) hour work week. Normal work hours shall be 8:00 a.m. to 5:00 p.m.

9.4 Filling Vacant Shift Positions

- 9.4.1 When temporarily filling vacancies on a shift, the call-in procedure in the Department's Operations and Procedures Manual shall be used. However, in situations where there are more Fire Operations Shift Staff on duty than minimum staffing requires, and an acting assignment is necessary, that assignment will be made from the current certification list. If no certified employees are available on that shift, the Fire Chief or their designee will resolve the situation.
- 9.4.2 Represented employees shall not be required to perform duties in a lower job classification unless such a requirement is necessary during firefighting or medical aid situations or by mutual agreement.
- 9.4.3 The City will continue its practice of allowing bidding for permanent shift vacancies occurring outside of the normal bid cycle.

9.5 Modified Duty for Work Related Injuries

Subject to the requirements of the physician's release and the discretionary modified duty assigned by and the Fire Chief or designee, modified duty may be accommodated. Employees assigned to a 24-hour shift schedule who are placed on modified duty which is expected to last equal to or less than ten (10) of the employee's consecutive shifts will be offered a 24-hour operational shift for the first ten (10) shifts from date of release to modified duty pending that the physician's release supports a 24-hour shift work assignment consistent with workers' compensation rules and regulations. For work related modified duty assignments expected to extend beyond ten (10) shifts, reasonable efforts shall be made between the employee and the Fire Chief or designee to reach a mutually agreed upon modified duty assignment at the discretion of the Fire Chief, or designee, including a 24-hour shift work schedule (based on 48/96 shift schedule), or a 40-hour work week (i.e. Monday-Friday) or alternative schedule. In the event that an agreement cannot be reached, between the employee and the Fire Chief or designee, the final decision will be made by the Fire Chief or designee.

9.6 Safety and Sanitation

The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Association; and the employees and the Association agree that they will direct their safety recommendations and ideas to the City. To facilitate this process, a Safety Advisory Committee consisting of representatives of the Fire Chief and the Association, said Association representatives to be employees of the City of Woodland Fire Department, shall meet every three months to consult on such safety matters.

Up to one Association representative may attend such meetings without loss of pay or benefits.

9.7 Repair or Replacement of Damaged Personal Property

9.7.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced.

9.7.1.1 Personal property are those items necessary during job-related activities. Items include uniforms, eyeglasses, false teeth and watches.

9.7.1.2 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.

9.7.1.3 The total payable claims for eyeglasses shall be \$175 per occurrence. The total payable claims for watches shall be \$50 per occurrence.

9.7.1.4 The procedure for the repair or replacement of damaged personal property shall be the same for City property as described in the Department's Operations and Procedures Manual.

9.8 Special Services

9.8.1 A washing machine and clothes dryer will be provided at all the station locations.

9.8.2 Represented employees agree to be responsible for cleaning sheets, pillowcases, bedspreads, towels and all protective clothing. The City shall supply all necessary soap and detergent, furniture, major appliances, cooking and eating utensils at the reasonable discretion of the Fire Chief or representative. The City shall also supply and replace, as necessary, such items as televisions sets, exercise equipment, or other equipment normally associated with leisure time activities; subject to budgeted amounts and the reasonable discretion of the Fire Chief or representative.

9.9 Accident Reports

9.9.1 The City shall require any employee who is involved in an accident during the course and scope of their employment, or who witnesses an accident while on duty, to submit an accident report. An employee shall not be required to prepare an accident report on their own time, and they shall be given a copy of any such report prepared by them.

9.10 Seniority

9.10.1 The City shall establish a seniority list of permanent employees of the Fire Department, which shall be brought up to date by the City on November 1 of each year. This seniority list shall be immediately posted in each station for a period of not less than ninety (90) days and a copy

of same shall be mailed to the Secretary of the Association. Unless an objection to the seniority list as posted is made to the City by an employee within ninety (90) days from the date such list is posted, the list will be final.

9.11 Department Personnel Records

- 9.11.1 Employee personnel records shall be subject to inspection only to the employee concerned or his/her designated representative in the employee's presence and the City's presence. A log shall be maintained in the front of each individual departmental personnel file and shall indicate each person, including the employee, the date and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline placed in an employee's personnel file shall be given to the employee.

At the employee's request, after one year from the date of discipline, any disciplinary actions or letter will be purged from the employee's personnel file.

- 9.11.2 Whenever the City receives a complimentary letter, report, or other written communication concerning a particular employee, it shall send a copy thereof to the concerned employee and place the original in the personnel file of that employee.

9.12 Employee Mail Boxes

- 9.12.1 The City shall provide to the Association materials to construct mailboxes for employees at each station. Mailboxes shall be available to each person assigned to a station for purposes of receiving intra-City and Association mail.

9.13 Residency Requirement

- 9.13.1 The City of Woodland prefers that represented employees reside within one (1) hour normal driving time of Station 1. Represented employees are not obligated to do so. Employees residing beyond the one (1) hour normal driving time limit shall be subject to the following conditions:
1. Employees may not be eligible for certain types of overtime call-back as determined by the Department (for example, sick leave relief, emergency call-back, strike team activities, etc.)
 2. No unusual modifications to employees work schedule will be allowed. For example, excessive shift trades, missed training, extended periods of time without working (not caused by vacation, sick leave, etc.) will not be allowed.

9.14 Catastrophic Illness or Injury

- 9.14.1 Represented employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donation of time from other employee must first exhaust all available vacation, compensatory time and sick leave.

9.15 Flexible Spending Account

- 9.15.1 The City agrees to maintain in effect provisions allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

9.16 Shift Bidding

- 9.16.1 Represented employees may bid for Station Assignments within their shifts during the fourth quarter of each calendar year. This process shall be completed prior to November 30th of each year. The bidding process shall be done by seniority and by rank on a rotating basis beginning year 2001. Employees wishing to transfer to a different shift may do so providing they: 1. Find a member of equal rank on another shift that agrees to the transfer. 2. Obtain concurrence by their immediate supervisors and approval from the Operations Division. Administrative Staff reserves the right to place employees in specific billets, which will enhance the mission of the department.

9.17 Firefighters Bill of Rights

This section applies to all members of this Association. The City agrees to apply the rights and protections described in the Firefighters' Bill of Rights to those employees covered by the Firefighters' Bill of Rights during events and circumstances involving the performance of his or her official or duties and/or during events not involving the performance of his or her official duties excluding those rights set forth in Government Code Section 3253(e). The rights in said excluded section shall only apply in investigations involving investigations into acts and/or omissions occurring in the performance of official duties in accordance with the Act.

In addition to the confidentiality provided to union representatives by Government Code Section 3253 (i), union representatives shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, in any administrative context, any information received from members under investigation for any noncriminal matters regardless of whether the nature of the allegations cover events and circumstances involving the performance of a firefighters' official duties.

Nothing in this agreement is intended to limit and/or reduce those rights afforded by the Firefighters' Bill of Rights. This agreement is intended to establish rights which at a minimum comply with the Act or provide rights in addition to the Act. Rights provided by that Act shall

take precedence in the event that anything in this agreement provides lesser protection than the rights guaranteed by the Act."

ARTICLE X

GRIEVANCE/ARBITRATION PROCEDURE

10.1 Grievance and Arbitration Procedure

- 10.1.1 Grievance and arbitration shall be conducted pursuant to City Council Resolution 4278, Rule 15, except that upon request of the City employee and/or Association, the California Conciliation Service shall be utilized instead of the provisions stated in Step Five. Under such circumstances both the City and the employee shall be bound by said services' opinion.

ARTICLE XI

RULES AND REGULATIONS MANUAL

11.1 Rules and Regulations

- 11.1.1 The Association and the City shall meet and confer from time to time in reference to the rules and regulations and operations manuals on all matters affecting wages, hours and other terms and conditions of employment. Copies of Memorandums of Understanding resulting therefrom and/or rules and regulations or operations manual shall be available in all City fire stations. In addition, two copies shall be given to the Association representative.
- 11.1.2 Promotional Exam Notice. All employees will receive a minimum of 30-days advance notice along with the study reference list for all department recruitments.
- 11.1.3 The City shall conduct promotional examinations for the classification of Fire Engineer and Fire Captain on an alternating bi-annual basis. As a result of these examinations, the City shall establish and maintain a promotional list for the above classifications for the two (2) year period between the examinations.

ARTICLE XII

ASSOCIATION RIGHTS

12.1 Association Dues

- 12.1.1 The Association agrees to create and maintain an Association membership list and executed written authorizations of its members for Association-related payroll deductions. Association further agrees to submit its written membership list and deduction information to the City at

least one time annually, as well as within five (5) business days of the City's request for an updated list. The Association agrees to notify the City of changes to its member list or deduction information will be provided to the City within five (5) business days of the effective date of the change. The City shall on a monthly basis, deduct Association dues and insurance premiums from the earned wages of each employee on the Association-provided list and to remit promptly such deducted amounts to the Association treasurer. The City further agrees to direct any employee wishing to alter the employee's Association membership status or Association-related deductions to the Association for the completion of any applicable paperwork, and the City will not change such employee's Association-related payroll deductions until directed to do so by the Association in writing. The Association agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken by the City under the provisions of this Article.

12.2 Association Business Leave

- 12.2.1 Members designated by the Association, shall be granted leave of absence from duty with full benefits accruing not to exceed a cumulative total among all Association members of five (5) calendar days (72 shift hours or 40 staff hours) per year within the terms of this Resolution, for the purpose of participating in Association business, including but not limited to labor conventions and educational conferences, provided that such leave is approved by the Fire Chief.

12.3 Association Release Time Bank

- 12.3.1 Association members may donate vacation time, holiday time, and compensatory time off to an Association "time bank" under the following guidelines:
- 12.3.1.1 Only Association officers or bargaining team members may draw from the bank.
 - 12.3.1.2 Requests to use time from the bank must be made reasonably in advance of the use and approval is subject to the operational necessity of the department. Further, the City is not required to grant time bank usage if to do so would result in overtime.
 - 12.3.1.3 Time may be used for:
 - a. Bargaining preparation.
 - b. Association meetings.
 - c. Association training/conferences
 - d. Releasing an employee representative to assist a member at the formal steps of the disciplinary and grievance procedures.
 - 12.3.1.4 Except for disciplinary and grievance appeal meeting, the maximum hours of time bank use shall be five (5) calendar days (72 shift hours or 40 staff hours) per calendar year, per individual.

12.4 Pay Periods

- 12.4.1 Beginning in January 2023, the City changed its payroll process from a monthly payroll to biweekly. Any sections in the Agreement that refer to “monthly” amounts for payments or accruals will be converted to work within the biweekly process.

ARTICLE XIII

MANAGEMENT RIGHTS

13.1 Management Rights

- 13.1.1 The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of election for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime, take all necessary actions to carry out its mission in emergencies; and exercise reasonable control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this Agreement.

ARTICLE XIV

OTHER ITEMS AND CONDITIONS

14.1 Other Compensable Items Not Set Forth Herein

- 14.1.1 Other items not set forth herein which are compensable as terms or conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2023, unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

14.2 Other Working Conditions Not Set Forth Herein

- 14.2.1 Other working conditions not set forth herein for employees covered by this Resolution shall continue as applicable on June 30, 2023 unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.
- 14.2.2 Confined Space Rescue, Trench Rescue, and Rescue Task Force
Parties agree to immediately incorporate into the job descriptions of the classifications of Firefighter, Fire Engineer and Fire Captain the full duties connected to confined space rescue,

trench rescue, and task force. Appropriate personal protective equipment and training shall be provided to the employee.

Passed this date: _____, 2023

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mayor

STATE OF CALIFORNIA

COUNTY OF YOLO

I, Ana Gonzalez, City Clerk of the City of Woodland in Yolo County, California, hereby certify this Resolution to be a full, true and correct copy of the record of the action taken by the City Council of the City of Woodland, by the vote of the members present, as the same appears in the official minutes of said Council at its meeting.

DATED: _____, 2023

Ss: Ana Gonzalez, Woodland City Clerk

ATTACHMENT I

For purposes of salary comparisons, as provided by this Agreement, the parties looked at total compensation in a variety of jurisdictions. Prior Agreements have listed Districts and jurisdictions, however, because of some consolidations and changes, some of these Districts ceased to exist during the term of the Agreement. Therefore, the parties reserve the right to examine the jurisdictions that were utilized, in the negotiations, for this Agreement and to change them as necessary because of consolidations or modifications of Departments in various jurisdictions.

Total compensation as used in this Agreement is defined as amounts paid by the City to or on behalf of a present employee for base salary (Firefighter E Step) PERS contribution, medical insurance, dental insurance, optical insurance, other insurance's such as long-term disability and life, uniform allowance, special pay (re: EMT), tuition/education reimbursement, and other certification pays (i.e., Hazmat Tech).

Exhibit A

**CITY OF WOODLAND
WOODLAND PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

SALARY RANGE

Effective First Full Pay Period in July 2023
4% increase

	Step A	Step B	Step C	Step D	Step E
Community Risk Reduction Specialist I	\$5,203.47	\$5,463.88	\$5,737.06	\$6,023.92	\$6,325.10
Community Risk Reduction Specialist II	\$5,595.44	\$5,875.23	\$6,168.98	\$6,477.44	\$6,801.32
Community Risk Reduction Specialist Senior	\$6,195.55	\$6,505.34	\$6,830.61	\$7,172.14	\$7,530.76
Fire Captain	\$8,248.38	\$8,660.79	\$9,093.83	\$9,548.53	\$10,025.95
Fire Engineer	\$7,158.69	\$7,516.63	\$7,892.47	\$8,287.10	\$8,701.43
Firefighter	\$6,307.72	\$6,623.10	\$6,954.25	\$7,301.98	\$7,667.06
Firefighter Recruit	\$5,676.95				

Effective First Full Pay Period in July 2024
3% increase

	Step A	Step B	Step C	Step D	Step E
Community Risk Reduction Specialist I	\$5,359.57	\$5,627.80	\$5,909.17	\$6,204.64	\$6,514.85
Community Risk Reduction Specialist II	\$5,763.30	\$6,051.48	\$6,354.05	\$6,671.76	\$7,005.36
Community Risk Reduction Specialist Senior	\$6,381.42	\$6,700.50	\$7,035.53	\$7,387.30	\$7,756.68
Fire Captain	\$8,495.83	\$8,920.61	\$9,366.64	\$9,834.99	\$10,326.72
Fire Engineer	\$7,373.46	\$7,742.13	\$8,129.24	\$8,535.71	\$8,962.47
Firefighter	\$6,496.95	\$6,821.80	\$7,162.88	\$7,521.04	\$7,897.07
Firefighter Recruit	\$5,847.26				

Woodland Professional Firefighters' Association
Memorandum of Understanding
July 1, 2023 to June 30, 2026

Effective First Full Pay Period in July 2025

3% increase

	Step A	Step B	Step C	Step D	Step E
Community Risk Reduction Specialist I	\$5,520.36	\$5,796.63	\$6,086.45	\$6,390.77	\$6,710.29
Community Risk Reduction Specialist II	\$5,936.20	\$6,233.03	\$6,544.68	\$6,871.91	\$7,215.52
Community Risk Reduction Specialist Senior	\$6,572.86	\$6,901.52	\$7,246.60	\$7,608.92	\$7,989.38
Fire Captain	\$8,750.70	\$9,188.23	\$9,647.64	\$10,130.03	\$10,636.53
Fire Engineer	\$7,594.66	\$7,974.39	\$8,373.12	\$8,791.78	\$9,231.35
Firefighter	\$6,691.86	\$7,026.45	\$7,377.76	\$7,746.67	\$8,133.98
Firefighter Recruit	\$6,022.68				



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.15
SUBJECT: TerraVerde Agreement for Solar Asset Management Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an agreement for solar asset management services with TerraVerde Energy, LLC.

Staff Contact:

Rosie Ledesma, Environmental Resources Program Manager, (530) 661-2059,
rosie.ledesma@cityofwoodland.org

Fiscal Impact:

The most recent annual report showed a net savings of \$160,535 for FY 2021-2022, yielding a projected cumulative net savings of \$8.4 million over the 28-year term of the City's solar Power Purchase Agreement (PPA). The Solar Asset Management Services performed by TerraVerde Energy are covered by a portion of those energy savings in the amount of \$40,020 per year.

Background:

TerraVerde Energy, LLC (TerraVerde) has served as the City's energy advisor since 2013 through an Exclusive Engagement Agreement. In that capacity, TerraVerde has assisted the City in identifying opportunities for energy savings, including assessing feasibility of various energy management programs, development of the City's solar photovoltaic (PV) projects, and asset management services related to those solar projects. Subsequently, the City entered into an Asset Management Services Agreement, dated July 1, 2016 to provide asset management services for the City's solar PV systems, consisting of six solar arrays offsetting electricity use at six City facilities. The City amended their Agreement with TerraVerde July 3, 2018 to extend services for an additional five years, which expired on June 30, 2023.

Discussion:

The proposed Asset Management Services Agreement between TerraVerde and the City would renew the term of the Asset Management Services for an additional three years. To ensure that the City maximizes the potential savings from installation of the solar PV systems under the proposed amendment, TerraVerde will continue to monitor system performance, assess system alerts and coordinate operations and maintenance activities accordingly, validate PPA billing accuracy and compliance, track solar production against the production guarantee, and analyze electricity usage and solar PV system production, and prepare quarterly memos and annual savings reports based on their findings.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an agreement for solar asset management services with TerraVerde Energy, LLC.

Prepared by: Rosie Ledesma, Environmental Resources Program Manager



Ken Hiatt
City Manager

Attachments:

1. Resolution - TerraVerde Asset Management Agreement
2. Woodland TerraVerde PSA

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT FOR ASSET MANAGEMENT SERVICES
WITH TERRAVERDE ENERGY, LLC**

WHEREAS, the City of Woodland and TerraVerde Energy, LLC (“TerraVerde”) previously entered into an Asset Management Services agreement effective July 1, 2016 (“Previous Agreement”) for a term of two years and extended the agreement through an amendment effective July 3, 2018 (“Amendment”) for an additional five years; and

WHEREAS, the Previous Agreement and its subsequent Amendment expired on June 30, 2023; and

WHEREAS, the City and TerraVerde wish to enter into a new Asset Management Services agreement (“Agreement”) to continue solar asset management services; and

WHEREAS, under the Agreement, TerraVerde agreed to provide professional services related to the management and oversight of the City’s solar arrays, including preparation and maintenance of a facility operations plan, monitoring and analysis of system performance, preparation of annual savings reports, compliance management; and

WHEREAS, the City Council wishes to approve this agreement.

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

1. The City Council hereby approves and authorizes the City Manager to execute the Asset Management Services Agreement with TerraVerde.
2. The City Manager, in consultation with the City Attorney, may approve minor modifications to the attached agreement prior to signature so long as the terms do 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 18th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR SOLAR ASSET MANAGEMENT
SERVICES

CM #	
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This Agreement is made and entered into as of the 1st day of July, 2023 by and between the City of Woodland, a California municipal corporation (“City”) and TerraVerde Energy, LLC, a Limited Liability Company (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

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

C. City desires to engage Consultant to render such services for the asset management services for the Solar Array Project (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from July 1, 2023 to June 30, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties

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

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in which the total compensation shall not exceed \$40,020 per year without written approval of the City Manager, provided that Consultant upon notice to City may increase such limit in an amount not to exceed 3.5%. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

The key personnel for performance of this Agreement are as follows: JP, Bourquin, Asset Engineer, Hedy Dalvand, Director of Operations; Asset Management and David Burdick, President; Asset Management.

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

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

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

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

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

6. INSURANCE.

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

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

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

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

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

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

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

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

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

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

6.3 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

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

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

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

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

8. ACCOUNTING RECORDS.

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

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within thirty (30) days of the request.

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: City Manager

Consultant:

TerraVerde Energy, LLC
1300 22nd Street, Unit 401
San Francisco, CA 94107
Attn: Asset Management

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

11.2 Indemnification.

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

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

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall

defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

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

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

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by

YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 California Labor Code Requirements.

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

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

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

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

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

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

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

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

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

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

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

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

11.23 Special Conditions.

Intellectual Property

Any code or software used by Consultant and deemed to be proprietary by Consultant as part of delivering services under this Agreement shall remain the sole exclusive property of Consultant.

Limitation of Liability

To the furthest extent permitted by law, and except with respect to liabilities that arise out of, relate to, or are incident to claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, that relate to third parties (persons not a Party to this Agreement), the Parties agree that either Party's total liability under this Agreement shall not exceed the total compensation paid to Consultant under this Agreement.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

TERRAVERDE ENERGY, LLC

By: _____
Ken Hiatt
City Manager

By: _____
David Burdick
President; Asset Management

Attest:

Attest:

By: _____
Ana Gonzalez
City Clerk

By: _____
Ali Chehrehsaz
C.E.O

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

(REFER TO THE FOLLOWING 3 PAGES)



Appendix 1
System Host's Solar Photovoltaic Systems ("System")

Site Name	Operational Year	PV Size (kW-DC)	Ownership	PPA Provider
Community Center	2016	511.2	PPA	NextEra Energy
MSC	2016	131.8	PPA	NextEra Energy
Parking Lot	2016	226.6	PPA	NextEra Energy
Police Station	2016	453.2	PPA	NextEra Energy
Screw Pump	2016	31.6	PPA	NextEra Energy
WPCF	2017	1,114.1	PPA	NextEra Energy
TOTAL		2,468.5		



Appendix 2 Scope of Work

1. Energy & Provider Performance Optimization
 - a. Monitor System Performance: comparative analysis of actual vs. expected performance, ensure early detection & appropriate response to system issues
 - b. Issue Management: manage and enforce warranty claims, maintenance obligations, and performance guarantees
 - c. Create & Maintain a Facility Operation Plan: a data room with current, relevant, source of truth documentation for these energy systems including contracts, contacts, drawings, and utility authorizations
 - d. Oversee & Manage Maintenance Protocols: managing providers' completion of warranty and corrective maintenance work
2. Renewable Energy Certificate Management (if applicable)
 - a. Coordinate the establishment of Agency Reporting services with the appropriate Performance Monitoring Service Provider(s)
 - b. Register each of the systems as Generating Units on the WREGIS platform
 - c. Negotiate price & terms for the sale of the Renewable Energy Certificates
 - d. Include reporting of sale revenues in the annual financial analysis (item 3.b in this scope of work)
3. Detailed Energy Performance Analysis & Financial Reporting
 - a. Quarterly analysis & reporting of
 - i. Actual vs. weather adjusted solar energy production
 - ii. Actual vs. expected energy usage
 - iii. Issues and actions throughout the portfolio
 - b. Annual analysis & reporting of
 - i. Actual vs. expected avoided electric utility costs
 - ii. Actual vs. expected expenses
 - iii. Actual vs. expected savings
 - iv. Actual vs. weather adjusted solar energy production
 - v. Actual vs. expected energy usage
 - vi. Issues and actions throughout the portfolio



Appendix 3
System Host Responsibilities

1. Actively manage electricity usage at System Host's facilities
2. Provide Service Provider with access to:
 - a. Performance Monitoring System and historical production records
 - b. Information related to the System(s) including contracts, drawings, warranties, maintenance contracts, performance monitoring platforms, historical system performance data, and historical utility usage and billing data as applicable.
 - c. Utility bills and data
3. Allow Service Provider and its third-party providers, agents and employees with reasonable access to the System(s) during reasonable times and without prior notice as required for the performance of Service Provider's Scope of Work under this Agreement
4. Supervise Service Provider and its third-party providers, agents and employees while services are performed at System Host's site(s)
5. Review and respond to Service Provider maintenance recommendations including PV module washing, vegetation trimming, soil stabilization, non-warranty equipment and labor costs, and other costs
6. Facilitate emergency inverter reading & power cycling, as necessary



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.16
SUBJECT: New Agreement and Contract Amendment #9 with Interwest Consulting Group

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #9 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$142,222 for plan check and inspection services, (2) extend the term of the Agreement through June 30, 2024, and (3) authorize the City Manager to execute a new Agreement with Interwest Consulting Services in an amount not to exceed \$200,000 to provide as-needed plan check services for large development projects utilizing an Advanced Funding Agreement (Liability Account).

Staff Contact:

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

Fiscal Impact:

Interwest Consulting Group has been providing as-needed plan check and building inspection services for the City of Woodland for many years. In spring 2018, the City issued a Request for Qualifications (RFQ) and, after a Quality Based Selection (QBS) process, selected Interwest Consulting Group to continue providing as-needed plan check and building inspection services for the City. The contract began July 1, 2018 for a one-year period and a not to exceed limit of \$150,000. Due to continued residential building, complex plan check submittals, and staffing changes, eight amendments have been authorized extending the term of the contract through June 30, 2023.

Amendment #8 was authorized in FY 2023 for \$70,000 but the amendment was never posted in the City's financial system. There were several invoices totaling \$12,775 that required payment from the funding authorized through amendment #8 in FY2023 thereby reducing the \$70,000 authorized to \$57,222. The baseline FY2024 budget includes \$85,000 for contract building inspection and plan check services. Amendment #9 provides contract authority for the combined amounts (\$142,222), bringing the total not-to-exceed amount to \$1,292,222. This contract amendment is funded by building permit fees paid to the City.

The new contract with Interwest for Plan Check Services related to Liability Accounts will have no fiscal impact since the developer fully funds the costs for the services via a pass-thru agreement known as an Advanced Funding Agreement (liability account).

Background:

California building departments are required to have staff in place and available for timely plan review and inspection. The City continues to rely on support services from consultants during extended periods of heightened workload. Currently, calls for inspections vary from 35-90 per day, which is sometimes more than existing staff can manage without the assistance of consultants. Additionally, the more complex plan reviews can not be completed in a timely manner without consultant assistance. For very large projects such as hotels and multi-family complexes, the City utilizes an Advanced Funding Agreement (liability account) with the developer so that the cost of the out-sourced plan review is paid by the developer via the liability account (pass-thru cost).

Discussion:

The Building Division has been utilizing the services of Interwest Consulting Services for many years. Although we are utilizing contract building inspection services less than in previous years, we still have a need to augment the inspection staff during peak demand times and when the inspection staff is short staffed due to time off. Based on this need, the budget has been augmented as needed through previous amendments to the 2018 Agreement for Services. In March of this year, Council authorized amendment #8 to add additional funding for plan check and inspection services. However, with the change in financial software and staffing changes, the additional funding was not added to the contract or to the purchase order in FY2023. Since FY2023 is now closed, amendment #9 will allow for the carry-over of that authorized funding into FY2024 as well as increase the contract authority to include the funding approved in the FY2024 baseline operating budget. This 2018 contract and the accompanying amendments provide contract authority for building inspection services and plan check services paid for by the City's budget and supported by fees charged through the building permit process.

Occasionally, large development projects require more extensive plan check services where the costs exceed what would be collected through the building permit process. For these types of projects, the City enters into an Advanced Funding Agreement (Liability Account) where the applicant places funds into a liability account to pay for the plan check costs. Since the cost of the services for these larger projects often surpass the limits of our Purchasing Ordinance, a separate contract is needed so that these pass-thru plan check expenses can be processed smoothly and in compliance with the purchasing guidelines. There is no budget request needed to accompany the Agreement for Plan Check related to Liability Accounts since the applicants are providing funding on deposit with the City, which is then passed through to the consultant (Interwest).

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #9 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$142,222, (2) extend the term of the Agreement through June 30, 2024, and (3) authorize the City Manager to execute a new Agreement with Interwest Consulting Services in an amount not to exceed \$200,000 to provide as-needed plan check services for large development projects utilizing an Advanced Funding Agreement (Liability Account).

Prepared by: Lynn Johnson, Senior Management Analyst
Brent Meyer, Community Development Director/City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Ninth Amendment
3. Agreement - Plan Check Services for Liability Accounts

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A NEW AGREEMENT WITH INTERWEST CONSULTING GROUP
FOR PLAN REVIEW RELATED TO DEVELOPER LIABILITY ACCOUNTS AND
APPROVING THE NINTH AMENDMENT TO AN AGREEMENT WITH INTERWEST
CONSULTING GROUP FOR PLAN REVIEW AND BUILDING INSPECTION
SERVICES**

WHEREAS, the City has been under contract with Interwest Consulting Group since July 1, 2018 to provide plan check and building inspection services; and

WHEREAS, the City's initial contract authority was from July 1, 2018 – June 30, 2019 in an amount not to exceed \$150,000; and

WHEREAS, the City Council approved amendment one to the agreement on March 19, 2019 that added an additional year to the term, from July 1, 2019 – June 30, 2020, and added an additional \$230,000 to provide on-going services; and

WHEREAS, the City Council approved amendment two to the agreement on October 15, 2019 that added an additional \$150,000 to provide on-going services; and

WHEREAS, the City Council approved amendment three to the agreement on July 7, 2020 that added an additional year to the term, from July 1, 2020 – June 30, 2021 and added an additional \$180,000 to provide on-going services; and

WHEREAS, the City Council approved an additional \$115,000 on February 21, 2021 through the FY2021 Mid-Year Budget Adjustments to be used for on-going plan review and inspection services that became memorialized as amendment four to the agreement; and

WHEREAS, the City Council approved amendment five to the agreement on September 7, 2021 that extended the term of the agreement through December 31, 2022 and added an additional \$150,000 to provide on-going services; and

WHEREAS, the City Council approved amendment six to the agreement on April 19, 2022 and added an additional \$50,000 to provide on-going services; and

WHEREAS, the City Council approved amendment seven to the agreement on October 4, 2022 that extended the term of the agreement through June 30, 2023 and added an additional \$125,000 to provide on-going services; and

WHEREAS, the City Council approved amendment eight to the agreement on March 7, 2023 to add an additional \$70,000 to provide on-going services, however the approved funding was not encumbered appropriately in FY2023 and needs to be approved for FY2024; and

WHEREAS, the FY2024 approved budget includes an additional \$85,000 for building inspection and plan check services that needs to be added to the contract terms; and

WHEREAS, the services of Interwest Consulting Group are still required to provide as needed plan review and building inspection services through FY2024; and

WHEREAS, the City of Woodland wishes to approved amendment nine to the agreement with Interwest Consulting Group that increases the contract amount by \$142,222 bringing the total not to exceed amount to \$1,292,222; and

WHEREAS, the City wishes to extend the agreement an additional twelve months, through June 30, 2024; and

WHEREAS, the City often enters into Advanced Funding Agreements (Liability Accounts) with developers to provide pass-thru funding for plan check of large, more complex projects; and

WHEREAS, the City's Purchasing Ordinance requires an executed contract to process invoices over \$15,000; and

WHEREAS, we wish to enter into a separate, additional agreement with Interwest Consulting Group to allow for processing of payments for as needed plan check related to Liability Accounts; and

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

WHEREAS, the City Council wishes to approve an additional Agreement for Plan Check related to Liability Accounts and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the Ninth Amendment to the Agreement with Interwest Consulting Group to extend the contract time from July 1, 2023 to June 30, 2024 and to increase the not to exceed amount by \$142,222 bringing the total contract authority to \$1,292,222 and authorizes the City Manager to execute the Agreement.

Section 2. The City Council hereby approves the Agreement with Interwest Consulting Group in an amount not to exceed \$200,000 and authorizes the City Manager to execute the Agreement.

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

PASSED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

ARTICLE 1. PARTIES AND DATE

This Ninth Amendment to the Professional Services Agreement (“Ninth Amendment”) dated as of the _____ day of _____ 2023 is entered into by and between the City of Woodland (“City”) and Interwest Consulting Group (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated July 1, 2018 (“Agreement”), whereby Consultant agreed to as needed plan check and inspection services.

2.2 City and Consultant now desire to amend the Agreement to include additional compensation in accordance with Consultant’s original contract scope of work dated July 1, 2018. The total compensation for the Ninth Amendment shall not exceed One hundred forty-two thousand two hundred twenty-two dollars (\$142,222.00) for a total contract amount of One million two hundred ninety-two thousand two hundred twenty-two dollars (\$1,292,222.00).

2.3 City and consultant now desire to amend the Agreement to extend the contract time from July 1, 2023 to June 30, 2024.

ARTICLE 3. TERMS

3.1 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.

3.2 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.

3.3 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]

**Ninth Amendment To Professional Services Agreement Between The City Of Woodland
And Interwest Consulting Group** **CM# 000786**

City Of Woodland

Interwest Consulting Group

By: _____
Ken Hiatt
City Manager

By: _____
Paul Meschino
Vice President, Operations

ATTEST:

Ana B. Gonzalez, City Clerk

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT
FOR PLAN CHECK CONSULTANT SERVICES**

CM #	
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This Agreement is made and entered into this 1st day of July, 2023 by and between the City of Woodland, a California municipal corporation (“City”) and Interwest Consulting Group, Inc. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

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

C. City desires to engage Consultant to render such services for Building Plan Check Services for the Building Division on an as-needed basis necessary for the project (“Services”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from **July 1, 2023 to June 30, 2025**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for not more than **five** additional one-year terms.

Consultant shall complete the Services as requested by the City on an as-needed basis, within the term of this Agreement, and shall meet any other established schedules and deadlines.

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **two hundred thousand dollars** (\$200,000) without written approval of the City. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Maria Haro-Sullivan**.

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

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

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

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

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

6. INSURANCE.

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

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

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

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

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

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

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

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

6.3 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project

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

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

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

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

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Joel Luevano, Chief Building Official

Consultant:

Interwest Consulting Group, Inc.
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661
Attn: Maria Haro-Sullivan

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

11.2 Indemnification.

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

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

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its subsections.

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

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

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

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

11.13 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

INTERWEST CONSULTING GROUP, INC

By: _____
Ken Hiatt
City Manager

By: _____
Paul Meschino, President

Attest:

By: _____
Ana Gonzalez
City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

PLAN REVIEW SERVICES

Plan review of residential, commercial and industrial buildings and structures of compliance with the most recently (currently 2022) adopted version of the California Building Code, California Mechanical Code Chapter 6 and 9, California Plumbing Code, California Electrical Code. The City of Woodland Municipal Code, Accessibility, California Energy Efficiency Standards as mandated by State Title 24, Green Building Standards.

Structural design compliance review with the submitted Geotechnical Report findings and recommendations (if approved by the Building Official) and Ground Motion Hazard Analysis findings and recommendations for design and construction.

All plan review will comply with the City’s directives, codes and policies. Plan check may include review of any or all of the following design elements as determined by the City:

Architectural and life-safety; Structural; Electrical; Plumbing; Mechanical; Energy Conservation Regulations (Title 24); Disabled Access Regulations; Green Building Standards and LEED certification; Flood Zone compliance review; and OSHPD 3.

PLAN DELIVERY

Consultant will arrange for pick-up and delivery of all plan review documents at no additional cost to the City. Consultant’s Roseville office will make arrangements for pick-up and delivery with their shipping vendor and provide bags and shipping labels for the City’s use. Pick up, delivery and approval of documents are included in the specified turn-around times.

EXHIBIT “B”

SCHEDULE OF SERVICES

Consultant shall perform Plan Checking and Building Inspection Services on an as-needed basis and pursuant to any reasonable schedule established by the City’s Representative; provided, however, that at a minimum, the Turn-Around Schedule as provided here:

PLAN REVIEW TURNAROUND SCHEDULE

Type of Project	Turn Around Times for Initial Review	Turn Around Times for Subsequent Reviews
Residential:		
New Construction	15 Working Days	10 Working Days
Addition	15 Working Days	10 Working Days
Remodel	15 Working Days	10 Working Days
Commercial/Industrial:		
New Construction	15 Working Days	10 Working Days
Addition	15 Working Days	10 Working Days
Remodel/Tenant Improvement	15 Working Days	10 Working Days

EXPEDITED PLAN REVIEW TURNAROUND SCHEDULE

Type of Project	Turn Around Time First Check	Turn Around Time Recheck
Residential:	EXPEDITED PLAN CHECK	
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
Commercial/Industrial:	EXPEDITED PLAN CHECK	
New Construction*	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel/Tenant Improvement	10 Working Days	5 Working Days

*For large commercial/industrial projects where the valuations exceed \$5 million, expedited plan review schedules will be negotiated on a case-by-case basis.

EXHIBIT “C”
COMPENSATION

FEE STRUCTURE FOR PLAN CHECK

For complete plan review services for projects reviewed in our offices, Consultant fee will be 70% of the plan review fees based on the City of Woodland ‘s adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing shown below.

For partial reviews such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, Consultant may negotiate a mutually agreeable fixed fee based on the specific services requested, or provide services on an hourly basis using the rates listed as shown below.

EXPEDITED PLAN REVIEW SERVICES FEES

Interwest Consulting Group can provide expedited or fast-track plan review services based on the availability of staff. Fees for expedited plan reviews will be charged at a rate of 1.5 time the rate specified for typical plan reviews as noted above. For larger complex projects where the valuation exceeds \$5 million, expedited plan review will be negotiated on a case-by case basis. Time frames for performance of expedited or fast-track plan review services will be as shown in the *Schedule of Services*.

FREE PICK UP & DELIVERY

There is no charge for courier or shipping services.

[CONTINUE EXHIBIT “C” ON NEXT PAGE]

EXHIBIT “C”

COMPENSATION

FEE STRUCTURE FOR PERSONNEL

In-house plan review services, building official, permit technician, inspection service can be provided at the hourly rates listed in the Consultant’s *Schedule of Hourly Billing Rates* shown below.

Personnel	All Inclusive Hourly Rates	Additional Fees, Hourly Minimums, etc.
Certified Building Official	\$150	Four hour min. for in-house services
Licensed Engineer Plans Examiner	\$145	Four hour min. for in-house services
Senior Certified Plans Examiner	\$130	Four hour min. for in-house services
CASp Specialist	\$120	Four hour min. for in-house services
In-House Permit Technician	\$75	Four hour min. for in-house services
Inspector III*	\$105	Four hour min. for in-house services
Inspector II*	\$95	Four hour min. for in-house services
Inspector I*	\$85	Four hour min. for in-house services

*Mileage charged at current IRS rate while providing inspections



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.17
SUBJECT: 2023 Road Maintenance Project, CIP 23-01

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, rescinding the construction contract for the 2023 Road Maintenance Project, CIP 23-01.

Staff Contact:

Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact:

The above-mentioned project is identified in the current City of Woodland (“City”) Capital Budget as CIP 23-01 with a project budget of \$1,163,976. The project funding is comprised of \$1,100,000 in Measure F funding, and \$63,976 in Water Enterprise Funds, used to fund improvements associated with water utility conflicts. This project funding is consistent with the current approved Capital Budget and the Measure F Spending Plan.

The project budget includes the costs for design, project management, construction management, inspection, construction, and contingency.

Background:

In November 2016, Woodland voters approved Measure F, which extended the ½ cent supplemental sales tax. The 12-year approval of Measure F, a general tax, includes funding for general city services such as street maintenance. Measure F funding will be utilized to complete this project. Staff maintains a pavement management program that tracks pavement conditions and aims to address pavement maintenance on local streets with the Measure F funds.

This project includes grinding & overlaying the top two inches of pavement and constructing some ADA-compliant curb ramps on the following corridor:

- Base Bid: College Street (Topaz Way to Beamer Street)
- Add Alt A: College Street (Beamer Street to North Street)

Discussion:

On May 16, 2023, Council approved plans and specifications for the project. On June 13, 2023, the City received three bids for construction of the project.

On June 20, 2023, Council awarded the construction contract in the amount of \$667,877.58, for the base bid plus add alternate A, to Consolidated Engineering Inc. (“Contractor”). After the Council award, staff sent the construction contract to the Contractor for execution and to start construction.

As bid, staff anticipated the project being substantially complete before school started to minimize school traffic impacts. However, due to the Contractor’s schedule and time constraints in completing the project, the Contractor will not be able to move forward with completing the construction contract. Both City and Contractor have not incurred any costs related to the project and agree that it is in their best interests to mutually rescind the construction contract with a no-cost

settlement. Attached is a letter executed by the Contractor agreeing to mutually rescind the construction contract.

Staff is requesting that Council formally consent to mutually rescind the construction contract with a no-cost settlement. Rescission of the construction contract is effective upon approval by the Council. Once rescission of the construction contract is effective, staff will return to Contractor its performance and payment bonds for the project.

Staff anticipates combining this project with next year's road maintenance project and bidding a larger road maintenance project for construction in the summer of 2024.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, rescinding the construction contract for the 2023 Road Maintenance Project, CIP 23-01.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Executed Rescission Letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
RESCINDING THE CONSTRUCTION CONTRACT FOR THE 2023 ROAD
MAINTENANCE PROJECT, CIP 23-01**

WHEREAS, the City of Woodland has \$1,163,976 of Measure F and Water Enterprise funds identified in the Capital Budget to maintain and extend the life of Woodland's street network, referred to as the 2023 Road Maintenance Project, CIP 23-01 (the "Project"); and

WHEREAS, the Project was previously bid and awarded by City Council on June 20, 2023, to Consolidated Engineering Inc. ("Contractor"); and

WHEREAS, as bid, staff anticipated the Project being substantially complete before school started to minimize school traffic impacts. However, due to the Contractor's schedule and time constraints in completing the Project, the Contractor will not be able to move forward with completing the construction contract; and

WHEREAS, both City and Contractor have not incurred any costs related to the Project and agree that it is in their best interests to mutually rescind the construction contract with a no-cost settlement; and

WHEREAS, attached to this Resolution is a letter executed by the Contractor agreeing to mutually rescind the construction contract and is incorporated herein by reference.

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

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City Council hereby formally consents to mutually rescind the construction contract in the amount of \$667,877.58 with Consolidated Engineering Inc., with a no-cost settlement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



300 FIRST STREET | WOODLAND, CA 95695

530-661-5800 | CITYOFWOODLAND.ORG

July 18, 2023

Consolidated Engineering, Inc.
Attn: Blake Ehlers
PO BOX 701
VALLEY SPRINGS, CA 95252

SUBJECT: Rescind Construction Contract for the 2023 Road Maintenance Project, CIP 23-01

Dear Mr. Ehlers,

As you know, the City of Woodland ("City") awarded a contract to Consolidated Engineering ("Contractor") for the City of Woodland 2023 Road Maintenance project ("Project") on June 20, 2023 (the "Contract"). Due to time constraints, the Contractor will not be able to move forward with completing the Contract. Both City and Contractor have not incurred any costs related to the Project and agree that it is in their best interests to mutually rescind the Contract with a no-cost settlement. If Contractor agrees to the terms of this letter, please sign below.

Contingent upon the Contractor executing this letter, City staff will recommend to the City Council at its meeting on August 15, 2023 to formally consent to mutually rescinding the Contract with a no-cost settlement. Rescission of the Contract is effective upon approval by the City Council. Once rescission of the Contract is effective, the City will return to Contractor its performance and payment bonds for the project.

If you have any questions, please contact Diana Ayon at diana.ayon@cityofwoodland.org or (530) 661-5967.

Thank you,

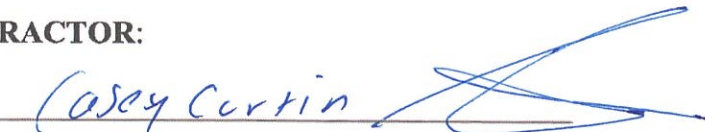


Ken Hiatt
City Manager

Executed By:

CONTRACTOR:

By:



Title:

President



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.18
SUBJECT: Approval of 2022 Continuum of Care Grant Agreement No. CA1423L9T212207 with U.S. Department of Housing and Urban Development; and Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) for Permanent Supportive Housing Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to 1) execute Grant Agreement No. CA1423L9T212207 with U.S. Department of Housing and Urban Development for the 2022 Continuum of Care Program (CFDA No. 14.267) funded in the amount of \$348,174; 2) execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) funded in the amount of \$339,702; and 3) approve an additional appropriation of \$997 to the Supportive Housing Program Fund (1322) for Fiscal Year 2023/24.

Staff Contact:

Dago Fierros, Housing Analyst II, (530) 661-2019, dago.fierros@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact on the General Fund. The Department of Housing and Urban Development (HUD) will provide a grant amount of \$348,174. Of the total grant, \$8,472 (50% of the administrative funds) will be retained by the City to cover costs associated with the administration of the grant. An additional appropriation of \$997 to the Supportive Housing Program Fund (1322) is being requested for the Fiscal Year 2023/24 budget.

Background:

The City has been receiving Continuum of Care (CoC) grants from HUD since at least 1994 to provide permanent supportive and transitional housing programs for individuals and families. In most instances, the programs have been operated by the Yolo Wayfarer Center.

Discussion:

HUD awarded the City a renewal grant through the 2022 Continuum of Care Competition: Reallocation Permanent Supportive Housing Project for Chronically Homeless 2022 (\$348,174 award). Of the total grant, \$339,702 will be sub-awarded to Yolo Wayfarer Center (dba Fourth and Hope) to provide Permanent Supportive Housing for 13 chronically homeless families with children in 13 units and 14 chronically homeless individuals without children in 10 units. The sub-award will cover costs associated with rental assistance, supportive services, program operations, and administration. The performance period of the program commenced on February 1, 2023 and terminates on January 31, 2024.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to 1) execute Grant Agreement No. CA1423L9T212207 with U.S. Department of Housing and Urban Development for the 2022 Continuum of Care Program (CFDA No. 14.267) funded in the amount of \$348,174; 2) execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and

Hope) funded in the amount of \$339,702; and 3) approve an additional appropriation of \$997 to the Supportive Housing Program Fund (1322) for Fiscal Year 2023/24.

Prepared by: Dago Fierros, Housing Analyst II

Reviewed by: Christine Engel, Community Services Department 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. Reso 2022 CoC Grant and Sub Agmts
2. HUD CoC Grant Agmt CA1423L9T212207
3. Sub Agmt YWC CoC Reallocation PSH 2022

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND TO EXECUTE GRANT AGREEMENT NO. CA1423L9T212207 WITH
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND A SUBRECIPIENT
AGREEMENT WITH THE YOLO WAYFARER CENTER FOR THE 2022 CONTINUUMM OF
CARE PROGRAM GRANT (CFDA NO. 14.267)**

WHEREAS, the Continuum of Care Program (CFDA No. 14.267) is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended;

WHEREAS, the City of Woodland received a Continuum of Care Program grant in the amount of \$348,174 and has been receiving Continuum of Care Program grants since at least 1994;

WHEREAS, the Continuum of Care grant received by the City will assist with the funding of the Yolo Wayfarer Center's permanent supportive housing program;

WHEREAS, the program will provide permanent supportive housing for chronically homeless families with children and chronically homeless individuals without children during a performance period commencing on February 1, 2023 and terminating on January 31, 2024;

WHEREAS, the sub-award of \$339,702 to the Yolo Wayfarer Center will cover costs associated with rental assistance, supportive services, program operations, and administration;

WHEREAS, \$8,472 (50% of the administrative funds) will be retained by the City to cover costs associated with the administration of the grant;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to 1) execute Grant Agreement No. CA1423L9T212207 with U.S. Department of Housing and Urban Development for the 2022 Continuum of Care Program (CFDA No. 14.267) funded in the amount of \$348,174; 2) execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) funded in the amount of \$339,702; and 3) approve an additional appropriation of \$997 to the Supportive Housing Program Fund (1322) for Fiscal Year 2023/24.

Section 2: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Grant Number: CA1423L9T212207
Recipient's Name: City of Woodland
Tax ID Number: 94-6000459
Unique Entity Identifier [SAM]: PJBKW1CUHUL1
Federal Award Date: 6/27/2023

CONTINUUM OF CARE PROGRAM (CDEA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Woodland (the “Recipient”). This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2022 (Pub. L. 117-103, approved March 15, 2022);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$348,174, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
CA1423L9T212207	12 months	02-01-2023 - 01-31-2024	\$348,174
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$171,396
g. Supportive services			\$65,143
h. Operating costs			\$94,691
i. Homeless Management Information System			\$0
j. Administrative costs			\$16,944
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

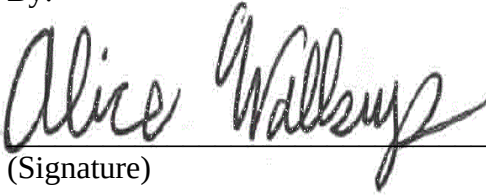
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Alice Walkup, Acting Director

(Typed Name and Title)

June 27, 2023

(Date)

RECIPIENT

City of Woodland

(Name of Organization)

By:

(Signature of Authorized Official)

Ken Hiatt, City Manager

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

**2022 CONTINUUM OF CARE PROGRAM (CFDA NO. 14.267)
Reallocation Permanent Supportive Housing for Chronically Homeless
2022**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM CFDA NO. 14.267)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2023 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) through the Continuum of Care Program (CFDA No. 14.267) for the Calendar Year 2022 (payment year 2023/24) in the amount of Three Hundred Forty-Eight Thousand One Hundred Seventy-Four Dollars (\$348,174).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Executive Director.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2022 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.
- D.** SUBRECIPIENT’S application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND’S MCKINNEY-VENTO ACT Application for Calendar Year 2022 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

- E. In June 2023, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2022 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).
- F. WOODLAND and SUBRECIPIENT (jointly, the “Parties”) desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT’s provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

“Agreement” means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

“MCKINNEY-VENTO ACT” is defined in Recital A hereof.

“MCKINNEY-VENTO ACT Funds” is defined in Recital A hereof.

“C.F.R.” means the Code of Federal Regulations.

“Community Services Director” means the Director of Community Services for the City of Woodland, or designee.

“Conditions to Disbursement” is defined in Section 2.3.2 hereof.

“Costs” means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

“Covenants Re: Use of Federal Funds” means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

“Date of Agreement” is defined in the initial paragraph of this Agreement.

“Default” is defined in Section 7.1 hereof.

“Disbursement Schedule” is defined in Section 2.3.1 hereof.

“Effective Date” is defined in Section 10.14 hereof.

“Grant” is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

“HUD” is defined in Recital A hereof.

“Operating Budget” is defined in Section 6 hereof.

“Parties” is defined in Recital F hereof.

“Salary and Benefits” means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

“Schedule of Performance” means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

“Scope of Services” means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

“Services” is defined in Section 4.1 of this Agreement.

“Staff” means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

“SUBRECIPIENT” means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT’s Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT’s Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or the context should otherwise require.

“SUBRECIPIENT’s Representative” means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

“WOODLAND” means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the “City Manager”), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Three Hundred Thirty-Nine Thousand Seven Hundred Two Dollars (\$339,702) (of the \$348,174 total grant amount, the City retains \$8,472, 50 percent of the administrative funds, for administration of the Grant) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the “Disbursement Schedule”):

- A. Three Hundred Thirty-Nine Thousand Seven Hundred Two Dollars (\$339,702) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND’s customary conditions for a Grant (the “Conditions of Disbursement”). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

- A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.
- B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.
- C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit

corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

- D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the “Term”) shall commence on February 1, 2023 and shall terminate on January 31, 2024 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the “Services”) as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT’s Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT’s application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of

the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT from any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAND. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

- A. Workers' Compensation Insurance as required by California statutes;

- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form; and
- C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.

The City Manager, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695.”

“It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy.”

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

“The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland.”

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such

endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

- A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;
- C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to

indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if

WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attorneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

7.8 Immediate Termination for SUBRECIPIENT's Default. In the event of any Default by SUBRECIPIENT, WOODLAND may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by SUBRECIPIENT of written notice from WOODLAND. In such event,

SUBRECIPIENT shall have no further rights hereunder; WOODLAND shall have all other rights and remedies as provided by law.

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

8.1 Data to be Furnished by WOODLAND. WOODLAND shall furnish to SUBRECIPIENT such documents and materials pertinent to the provision of Services hereunder as WOODLAND may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by WOODLAND to SUBRECIPIENT pursuant to Section 8.1 hereof shall remain the property of WOODLAND and shall be returned to WOODLAND upon termination of this Agreement.

Section 9. Audit of Records.

SUBRECIPIENT shall keep such books and records as shall be necessary to perform the Services required by this Agreement and to enable WOODLAND to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles.

WOODLAND shall have the right to audit SUBRECIPIENT's records pertaining to this Agreement and the services to be performed hereunder at SUBRECIPIENT's office location as set forth in Section 10.2 hereof. SUBRECIPIENT agrees to make available all pertinent records for the purpose of conducting such an audit at that location, during normal business hours.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by WOODLAND or SUBRECIPIENT with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either WOODLAND or SUBRECIPIENT of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands, or other writings to be made, given, or sent hereunder, or which may be so given or made or sent by either WOODLAND or SUBRECIPIENT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to WOODLAND:

City Clerk
City of Woodland
300 First Street
Woodland, California 95695
FAX No. (530) 661-5813

With copies to:

City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT:

Executive Director
Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the

successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to “WOODLAND” or “SUBRECIPIENT” shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND’s request, deliver a certified copy of its governing board’s resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT’s successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT’s successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent

of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the “Effective Date.”

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

“WOODLAND”

CITY OF WOODLAND
a municipal corporation

Dated: _____

By: _____
Ken Hiatt, City Manager

ATTEST:

By: _____
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
(dba Fourth & Hope)
a California non-profit public benefit corporation

Dated: _____

By: _____
Doug Zeck, Executive Director

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the “Services”):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 814 Court Street, Woodland, CA 95695.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT’s Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Three Hundred Forty-Eight Thousand One Hundred Seventy-Four Dollars (\$348,174), WOODLAND shall retain a total of Eight Thousand Four Hundred Seventy-Two Dollars (\$8,472) for its grant administration.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Reallocation Permanent Supportive Housing for Chronically Homeless 2022) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Three Hundred Forty-Eight Thousand One Hundred Seventy-Four Dollars (\$348,174) less City administrative costs of (\$8,472; 50 percent of administrative funds) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars (\$25,000), then such real property shall either be:

- A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or
- B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the “Department”), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers’ representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under the Grant or this Agreement;
- B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;
- C. The patent for any invention developed under the Grant or this Agreement; and
- D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 (“the Act”), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIENT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the final disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the “Federal Funding Accountability and Transparency Act” through reporting required information at <https://www.fsrs.gov/>.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND’s audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more

than one (1) year and an acquisition cost of Three Hundred Dollars (\$300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars (\$300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars (\$300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars (\$50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;
- C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

- A. SUBRECIPIENT has made false certification under Section 26.1;
- B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or
- C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2023 and terminating on January 31, 2024.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Rental Assistance	\$171,396		\$171,396
2 Supportive Services*	\$65,143		\$65,143
3. Operating Costs**	\$94,691		\$94,691
4. HMIS ***	\$0		\$0
5. Subrecipient Administrative Costs ****	\$8,472		\$8,472
6. City Administrative Costs	\$8,472		\$8,472
7. Total CoC Request (total lines 5 and 6)	\$348,174		\$348,174

* By law, CoC can pay no more than 80% of the total supportive services budget.

** By law, CoC can pay no more than 75% of the total operating budget.

*** By law, CoC can pay no more than 5% of the total HMIS request.

**** By law, at least 50% of administrative costs must be shared with the subrecipient.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.19
SUBJECT: Appropriation of Recreation Enterprise Funds for Carpet Replacement Project at Woodland Community & Senior Center

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the appropriation of \$85,000 from the Recreation Enterprise Fund (2253) for the installation of carpet at the Community & Senior Center.

Staff Contact

Dallas Tringali, Community Services Program Manager – (530) 661-2005,
dallas.tringali@cityofwoodland.org

Fiscal Impact

Recreation Enterprise Fund fees are collected from youth, adult, and senior programs implemented by the Community Services Department (such as youth and adult basketball, summer camps, and senior programs). Many expenses to operate these programs are taken from the Recreation Enterprise Fund (with the exception of full-time staff costs). Because all of the expenses to operate the programs are not charged to the Recreation Enterprise Fund, there is a small balance annually that is held in the Recreation Enterprise Reserve. Funds from the reserve are being requested to pay for the installation of a new carpet at the Community & Senior Center. The expense to replace all of the carpet at the Community & Senior Center is approximately \$85,000.

Background

The Woodland Community & Senior Center opened on March 3, 2007. The facility is over 55,000 square feet, and about 12,000 square feet is carpeted. It is recommended that commercial carpets be replaced every 15 years maximum (the facility has now been open over 16 years).

Discussion

After 16 years of fairly-heavy use, the carpets throughout the Community & Senior Center are due for replacement. There are several damaged areas throughout the facility from regular wear and tear. Staff consulted with three businesses and one business submitted a quote for just under \$85,000. This will replace the carpets in the meeting rooms, hallways, senior center, and staff offices. As staff that oversee programs that provide revenue to the Recreation Enterprise Fund are housed in the Community & Senior Center, and the programs that provide revenue to the Recreation Enterprise Fund are located in the Community & Senior Center, use of these funds to replace carpet is an appropriate use.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the appropriation of \$85,000 from the Recreation Enterprise Fund (2253) for the installation of carpet at the Community & Senior Center.

Prepared by: Dallas Tringali, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Resolution 2023 Carpet Project

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY OF WOODLAND TO APPROPRIATE FUNDS FROM THE
RECREATION ENTERPRISE FUND FOR THE INSTALLATION OF CARPET AT THE
WOODLAND COMMUNITY & SENIOR CENTER**

WHEREAS, The Woodland Community & Senior Center opened in March 2007; and

WHEREAS, The facility was built to host large events, programs, and important business meetings for Woodland and the Northern California region; and

WHEREAS, The industrial carpet installed throughout the building has worn down due to heavy use after over 16 years; and

WHEREAS, The Recreation Enterprise Fund is used to operate Community Service programs for all ages; and

WHEREAS, The Recreation Enterprise Fund has amassed a surplus of revenues from those programs that utilize the Woodland Community & Senior Center heavily.

NOW THEREFORE, BE IT RESOLVED that the City Council authorize the appropriation of \$85,000 from the Recreation Enterprise Fund (2253) for the installation of carpet at the Community & Senior Center.

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 August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.20
SUBJECT: Authorization of Appropriation Funds from Water Fund Balance to Replace the Water Distribution Crane Truck and Authorizing the City Manager to Enter into a Contract with Woodland Ford for its Purchase

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the appropriation of \$309,725 from Water Enterprise Fund (2210) and the same \$309,725 from the Equipment Replacement Fund (2012) where funds will be spent to replace the crane truck #4-002 and authorize entering into a contract with Woodland Ford for its purchase.

Staff Contact

Reece, Fleet & Facilities Manager, reece.ulrich@cityofwoodland.org, 530-661-5828

Fiscal Impact

The total purchase price for the vehicle replacement is \$309,725. The funds will be transferred from the Water Enterprise Fund (2210) to the City's Equipment Replacement Fund (2012) where funds will be used to replace the existing crane truck.

Background

This crane truck will replace the existing one as scheduled. The chassis is a Ford F550 with 6.7L Power Stroke diesel retailing for \$64,165. The chassis will receive a specially constructed AutoCrane Titan 38 body with HC-6 crane. The vehicle will also come equipped with a Vanair 125 cfm air compressor and Miller Welder and Suitcase Wire Feeder as well as all safety equipment for a total upfitting cost of \$225,108. Taxes and fees make up the balance of the Fund 012 allocation. A notice soliciting bids for this vehicle was advertised on May 8, 2023. The city was contacted by 3 vendors about this vehicle. One vendor failed to provide a bid, another provided a bid of \$321,431.65 after the bidding period had closed on May 26, 2023. Woodland Ford submitted the lowest responsible bid at \$309,725. If approved by council, the city can expect delivery in September 2024. This vehicle was previously leased, and as a result funding for its replacement was not collected as with purchased vehicles. The Water Fund (2210) has sufficient fund balance to absorb the purchase cost. Beginning FY2025, the water fund budget will include an annual set aside of \$35,000 for replacement in addition to an initial operational set aside of \$8,000 for fuel and maintenance, with future set aside amounts based on previous vehicle history.

Discussion

A crane truck is a necessary piece of equipment for the operation of the water department. The crane truck should be used for any item over 50 lbs., and there are many heavy components in the distribution system that require precision positioning, including large meters, PCC vaults, hydrants, large gate valves to name a few. The torch is used for cutting corroded bolts off valves and other flanges, as well as for repairs at the City's well sites and other facilities. Because of the wide variety of uses for this vehicle, the crane truck received substantial use. Water Division's current crane truck is a 2008 model with over 80,000 miles. Additionally, the engine often spends hours running without the truck moving to operate the crane and other equipment. The current truck is starting to experience frequent mechanical failures including transmission issues.

Although the vehicle is budgeted for FY 23/24, due to its price the purchase requires separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than \$50,000 must be awarded by the City Council. Fleet Services will create a purchase order for the vehicle upon Council approval. Woodland Ford will place the vehicle on order once the purchase order is received from the city.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the appropriation of \$309,725 from Water Enterprise Fund (2210) and the same \$309,725 from the Equipment Replacement Fund (2012) where funds will be spent to replace the crane truck #4-002 and authorize entering into a contract with Woodland Ford for its purchase.

Prepared by: Reece Ulrich, Fleet & Facilities Manager

Reviewed by: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. 23.08.15 - Crane Truck Purchase Resolution-Final

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO AUTHORIZE THE APPROPRIATION OF \$309,725 FROM WATER FUND BALANCE (2210) AND THE SAME \$309,725 FROM THE EQUIPMENT REPLACEMENT FUND (2012) WHERE FUNDS WILL BE SPENT TO REPLACE CRANE TRUCK #4-002 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WOODLAND FORD FOR ITS PURCHASE

WHEREAS, the City of Woodland staff wishes to purchase a replacement Crane Truck in the amount of \$309,725 with a replacement term of 15 years;

WHEREAS, the purchase will be funded from the water fund reserve balance (\$309,725); and;

WHEREAS, the City Staff determined that a suitable replacement vehicle will have an extended build time staff has concerns about the current vehicle's reliability; and;

WHEREAS, the vehicle will be purchased through Woodland Ford a local business; and;

WHEREAS, the vehicle will be purchased within the City's Purchasing Ordinance requirements; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby approves an appropriation of \$309,725 from Water Fund (2210) and the same \$309,725 from the Equipment Replacement Fund (2012) where funds will be spent to replace the crane truck, and authorizes the City Manager to enter into a contract with Woodland Ford for the purchase of the same.

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 July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.21
SUBJECT: Authorize a sole-source contract for the purchase of replacement Sensus SmartPoint Water Meters, Radio Transceivers and Subscription Service

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute sole-source contracts for the purchase of replacement Sensus SmartPoint Water Meters, Radio Transceivers and the annual Subscription Service with AquaMetrics in a total amount not-to-exceed \$200,000.00 increasing 5% annually.

Staff Contact

Corey Paulson, Chief Water System Operator, (530) 661-5897, corey.paulson@cityofwoodland.org

Fiscal Impact

The Water Distribution division annually spends around \$200,000.00 on the replacement of meters, smart points and on the annual subscription to the collection software. This amount is included in the budget, so no additional funds are required. The meters and smartpoints being replaced with this budget represent that small percentage of the overall total, only those that fail over the course of the year or 'off cycle' meters and batteries that age out. It is important to note that beginning around 2028 a substantial investment must be made to replace 7-10,000 meters which will be nearing the end of their useful life.

Background

In 2004, the Legislature passed AB 2572, requiring all water suppliers to install water meters on all customer connections by January 1, 2025. The law requires all metered services to be billed at a metered rate, so that water bills reflect water consumption. The City of Woodland reviewed the available metering systems and decided to go with Sensus, which is now 18,129 meters in the system.

The metering system itself consists of two components, the current meter and the data collection system. The meter is the mechanical device that measures the volume of water used by a customer and uses a positive displacement technology called a nutating disc. These are the most accurate and longest lasting of the positive displacement measuring devices. As these meters age, usually around 20 years, they begin to under read the water being consumed.

The measured flow through the meter is relayed to the City through the smartpoint. This device takes the mechanical reading from the meter, converts it to digital data and transmits it to the city finance department using a unique code associated with the meter and the account. Prior to this technology, meters were manually read by city staff, an undertaking requiring a significant amount of labor. Today, hourly readings from each meter are conveyed from a smartpoint to the City via a radio network of collectors, and that information is transmitted to the billing software.

The information delivery process is managed by proprietary software requiring an annual subscription.

Discussion

City staff replace some of the mechanical components of the system (meters and endpoints) due to age, breakdowns or vandalism every year. Typically, the water department maintains a supply of all of these components on hand. With recent supply chain disturbances, staff have attempted to increase the city supply so that these components are always available. All of the components of the system must be used together by a single vendor. There are many brands of meters, smart points and software available, but after careful evaluation, Woodland committed to using the Sensus brand system years ago and has since

continued to purchase all meter supplies from Sensus. Because the order has grown in quantity and cost due to supply chain issues, and because this is a sole source procurement, staff is bringing this resolution to Council to obtain authorization for these transactions. Staff is requesting a 5-year contract for Sensus meters, smartpoints and software subscription with an initial total purchase of \$200,000 escalating 5% every year.

California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631). Furthermore, Woodland Municipal Code Section 3.32.140 provides that the City Manager may approve of the waiver of competitive bidding when, inter alia, (1) there is no competitive market, (2) the purpose of competitive bidding is otherwise accomplished, or (3) when otherwise authorized by law (the "Exceptions"). The City Manager has made this determination and the staff recommends the Council ratify the City Manager's determination and approve the sole source purchase of meters, endpoints and software from Sensus.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute sole-source contracts for the purchase of replacement Sensus SmartPoint Water Meters, Radio Transceivers and the annual Subscription Service with AquaMetrics in a total amount not-to-exceed \$200,000.00 annually.

Prepared by:
Corey Paulson, Chief Water System Operator.

Reviewed by:
Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. 23.08.08 - Sole Source Smart Points Resolution Final BBK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AND APPROVING THE CITY MANAGER’S DETERMINATION THAT THE SOLE-SOURCE PURCHASE OF REPLACEMENT SENSUS SMARTPOINT WATER METERS, RADIO TRANSCEIVERS AND SUBSCRIPTION SERVICE, IS IN THE CITY’S BEST INTERESTS, AND APPROVING THE AWARD OF CONTRACTS WITH AQUAMETRICS, FOR THE SAME

WHEREAS, there are many manufacturers of metering and data collection systems with a variety of advantages and disadvantages; and

WHEREAS, for more than a decade the City of Woodland (“City”) using the meters and data collection provided by Sensus; and

WHEREAS, the decision to use a parallel system would require the installation of communications infrastructure and software prior to the installation of meters and smart points and pose substantial interoperability difficulty with the City’s existing infrastructure; and

WHEREAS, the City of Woodland Water Department must replace a portion of these meters every year due to failures and the aging out of ‘off cycle’ meters; and

WHEREAS, the increased difficulty in obtaining these components combined with increased cost has made the City of Woodland Water Department increase purchasing of these parts; and

WHEREAS, since all of the components are from a single manufacturer and are purchased annually, staff requests a blanket purchase authorization for the next 5 years for \$200,000 increasing 5% annually; and

WHEREAS, Woodland Municipal Code section 3.32.140 provides that the City Manager may approve of the waiver of competitive bidding when, *inter alia*, (1) there is no competitive market, (2) the purpose of competitive bidding is otherwise accomplished, or (3) when otherwise authorized by law (the “Exceptions”); and

WHEREAS, the City Manager has determined that the waiver of competitive bidding for water meters, smartpoints and software from Aqua-Metrics for the measurement and billing of potable water delivered to City accounts is in the best interests of the City and its administrative operations based on the foregoing facts and authorized by applicable law and the Woodland Municipal Code as set forth above and below; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal. App. 3d 631); and

WHEREAS, California case law specifically excuses compliance with competitive bidding requirements when necessary to match other products in use that are only available from a single source (*Hodgman v City of San Diego* (1942) 53 Cal.App.2d 610); and

WHEREAS, this authorization shall be for FY 24 and is in a total amount not-to-exceed \$200,000.00 increasing 5% annually; and

WHEREAS, funding for these purchases has been previously approved in the current FY24 budget, and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The above recitals are true and correct and adopted herein by this reference.

SECTION 2. That the City Council hereby approves and adopts the City Manager’s determination with respect the sole-source purchase of water meters, smartpoints and software from Aqua-Metrics for the measurement and billing of potable water delivered to City accounts in an amount not-to-exceed \$200,000.00.

SECTION 3. That the City Council hereby authorizes the City Manager to execute sole source contracts with Aqua-Metrics, in an amount not-to-exceed \$200,000.00, for the purchase of water meters, smartpoints and software.

PASSED AND ADOPTED this 15th day of August, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victoria Fernandez Mayor

APPROVED AS TO FORM:

Ethan Walsh Ueda, City Attorney

ATTEST: _____

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: J.22
SUBJECT: Water Supply Assessment for the Woodland
Research and Technology Park Specific Plan Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Water Supply Assessment for the proposed Woodland Research and Technology Park Specific Plan project.

Staff Contact:

Erika Bumgardner, Principal Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org
Tim Busch, Principal Engineer, Principal Utilities Civil Engineer, (530) 661-5963

Fiscal Impact:

There is no fiscal impact related to this specific Council item.

Background

California law requires detailed information regarding water availability to be provided to city and county decision makers prior to approval of specified large development projects. The purpose of a Water Supply Assessment (WSA) is to ensure that prudent water supply planning has been conducted, and that planned water supplies are adequate to meet existing demands, anticipated demands from approved projects and tentative maps, and the demands of proposed projects. The agency approving a major development project must provide a written verification of sufficient water prior to approving the project.

Discussion:

Pursuant to Sections 10910-10915 (SB-610) of the California Water Code, the Woodland Research and Technology Park (WRTP) Specific Plan project meets the threshold requirements for an assessment of water supply availability based on the amount of water the project would require, which would be greater than the amount required by a 500 dwelling unit project or 250,000 square foot commercial development. The WRTP was included in the City's 2015 and 2020 Urban Water Management Plans and was included in the planning documents for the City's Surface Water Project.

A WSA was prepared for the WRTP Specific Plan in November 2019 and updated in August 2023 (Attachment 2) based on supply and demand assumptions developed in the City's UWMPs. The 2020 UWMP concludes that the City has and will continue to have adequate water supplies to serve existing demand within the Urban Limit Line during normal, single dry and multiple dry years over a 20-year period.

The City recently completed a major expansion of the water system and uses treated Sacramento River water through the Woodland-Davis Clean Water Agency. The City also constructed three aquifer storage and recovery wells to provide surface water quality during peak demands and future drought periods. The City does maintain several groundwater wells as a backup supply if necessary. This program results in significant improvement in water quality and capacity and is planned for adequate supply through the year 2045.

The WRTP Specific Plan Area is located within the service area for recycled water. The City

provides Title 22 – tertiary treatment with disinfection level recycled water that is available for a wide variety of uses, including landscape irrigation. The City anticipated recycled water delivery to the project area.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the Water Supply Assessment for the proposed Woodland Research and Technology Park Specific Plan project.

Prepared by: Erika Bumgardner, Principal Planner

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. WRTP Water Supply Assessment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A
WATER SUPPLY ASSESSMENT FOR THE WOODLAND RESEARCH AND TECHNOLOGY
PARK SPECIFIC PLAN PROJECT**

APN: 041-080-022; 041-020-010, -017, -030, -031, -042, -043

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park (“WRTP”) Specific Plan (“Specific Plan”). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southeast of Farmer’s Central Road and State Route 113 (“SR 113”); and

WHEREAS, the Project Area is located outside of but adjoins the current corporate boundary of the City; and

WHEREAS, the City of Woodland (“City”) adopted an extensive General Plan update in May 2017, which designated the 351 acre project site as Specific Plan Area 1A (“SP-1A”); and

WHEREAS, the 2035 General Plan envisions that SP-1A (and SP-1B) will be developed as *“mixed-use neighborhoods anchored by a research and technology business park in the ‘Southern Gateway;’”* and

WHEREAS, General Plan Land Use Policy 2.L.2 directs the development of SP-1A as a mixed-residential district anchored by a research and technology business park in the South Gateway area at County Road 25A and SR 113 and assumes 2.16 million square feet of nonresidential building space and 1,600 housing units within new growth area; and

WHEREAS, the proposed WRTP Specific Plan is consistent with these assumptions, and provides the development framework for a mix of land uses including a business/technology park, office, retail and housing of varying densities; and

WHEREAS, the proposed Prezoning of the Project Area is consistent with the 2035 General Plan policies, vision and development assumptions for the SP-1A Specific Plan area; and

WHEREAS, the Project Area is located within the City’s 2006 voter approved Urban Limit Line, but outside of the current municipal boundary/city limit; and

WHEREAS, it is the desire of the property owners that the 351 acre plan area be annexed into the city limit; and

WHEREAS, on January 24, 2019, the Yolo Local Agency Formation Commission (“LAFCo”) ratified the adoption of the 2018 Municipal Service Review (“MSR”) and Sphere of Influence (“SOI”) Update for the City, incorporating the entirety of the Project Area into the City’s SOI and adopting an SOI update that aligns the City’s SOI to coincide with the Urban Limit Line; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act (“CEQA”), Public Resources Code Section 21000 et seq.; and

WHEREAS, on June 16, 2017, the City released a Notice of Preparation for an Environmental Impact Report (“EIR”); and

WHEREAS, on May 14, 2021, the City released a Notice of Availability for the EIR, and accepted public comments through July 2, 2021; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 17, 2021, as required by law to consider all of the information presented by staff and public testimony presented in writing, and provide comments on the Draft EIR; and

WHEREAS, the City owns and operates a public water system as defined by Water Code section 10912, part of the set of statutes regarding water supply planning enacted by California Senate Bill 610 (“SB 610”); and

WHEREAS, SB 610 requires the preparation and approval by the City Council of a “Water Supply Assessment” or “WSA” in connection with the approval of any residential development of more than 500 dwelling units, or any commercial project with more than 500,000 square feet of floor space, among other types of projects; and

WHEREAS, the proposed WRTP Specific Plan would allow for approximately 1600 dwelling units and 2.2 million square feet of non-residential space, thereby requiring the preparation of a water supply assessment; and

WHEREAS, a Water Supply Assessment was prepared for the Project and is consistent with the City’s 2020 Urban Water Management Plan (“UWMP”) and was included in the planning documents for the City’s Surface Water Project. The WSA analyzed the City’s hydrologic conditions and compared them to the water demand at project build-out, in addition to the City’s existing and planned future demands. As detailed in the WSA, the estimated demand for the WRTP Specific Plan, consisting of approximately 329 acres of mixed use development, is approximately 1,384 acre-ft/year. The WSA (**Exhibit A**), certifies that the City has sufficient water supplies for the project during normal, single dry and multiple dry years of a 20-year period; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby resolve, determine, find and order as follows:

1. The City Council finds that the foregoing recitals are true and correct, and are hereby incorporated into this Resolution.
2. The WSA assesses the reliability of each of the City’s individual water supplies (groundwater, surface water, imported water and recycled water) during normal, single dry, and multiple dry years. The WSA concludes that the City’s diversified portfolio of water supplies and conjunctive management of groundwater and surface water increases the overall reliability of the City’s water supplies during times of water shortage. The WSA concludes that the City’s existing and projected water supplies are sufficient during normal, single dry, and multiple dry water years during the 20-year study period to meet the project water demands of the Project, in addition to the City’s existing and planned future uses. Therefore, sufficient water supplies are available to service the Project.
3. Based on the entire administrative record, including but not limited to the 2020 Urban Water Management Plan and the Water Supply Assessment, and pursuant to the requirements of Water Code sections 10910 *et seq*, it is determined that the City’s total projected water supplies available during

normal, single dry, and multiple dry water years during the 20-year projection will meet the existing and planned future uses, and the City Council hereby approves the WSA for the WRTP Specific Plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

4. The WSA shall not create a water right and shall not constitute a guarantee that water will be available on a constant basis, as supply is subject to emergencies, natural disasters, or other events not subject to the control of the City of Woodland. Water service shall also subject to applicable fees and charges as they become due, the completion of such improvements as may be needed to provide service, and compliance with such water conservation requirements and conditions of service that may apply to the Project.

5. Pursuant to the requirements of Water Code Section 10910 *et seq.*, the City Council hereby approves the WSA prepared for the proposed WRTP Specific Plan.

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 August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Exhibit A – Water Supply Assessment

Exhibit A

[Insert Water Supply Assessment]



» Community Development Dept. » 300 First Street, Woodland, CA 95695 – (530) 661-5820 « www.cityofwoodland.org «

August 8, 2023

Melanie Mathews, Project Manager
Woodland Research and Technology Group
173 Court Street, Suite D
Woodland, CA 95695

Subject: Woodland Research and Technology Park Specific Plan – SB610/SB221 Water Supply Assessment and Certification Form

Dear Ms. Mathews,

This letter is in response to your request for water agency consultation confirming the Water Supply Assessment (WSA) for the Woodland Research and Technology Park Specific Plan. Pursuant to Sections 10910-10915 (SB-610) of the California Water Code, the project meets the threshold requirements for an assessment of water supply availability based on the amount of water this project would require, which would be greater than the amount required by a 500 dwelling unit project or 250,000 square foot commercial development. This development was included in the City's 2015 Urban Water Management Plan (UWMP) and was included in the planning documents for the City's Surface Water Project.

The 2020 UWMP concludes that the City has and will continue to have adequate water supplies to serve existing and projected demand within the Urban Limit Line during normal and dry years. The estimated demand for the Woodland Research and Technology Park Specific Plan consisting of approximately 329 acres of mixed use development is approximately 1,384 acre-ft/year. The attached Water Supply Assessment and Certification Form certifies that the City has sufficient water supplies for the project during normal, single dry and multiple dry years over a 20-year period. The most recent version of the UWMP can be found at: <https://cityofwoodland.org/DocumentCenter/View/995/Urban-Water-Management-Plan-PDF?bidId=>

The City recently completed a major expansion of the water system and uses treated Sacramento River water through the Woodland-Davis Clean Water Agency. The City also constructed three aquifer storage & recovery wells to provide surface water quality water during peak demands and future drought periods. The City does maintain several groundwater wells as a backup supply if necessary. This program resulted in a significant improvement in water quality and capacity and is planned for adequate supply through the year 2045.



» Community Development Dept. » 300 First Street, Woodland, CA 95695 – (530) 661-5820 « www.cityofwoodland.org «

The Woodland Research and Technology Park Specific Plan is located within the service area for recycled water. The City provides Title 22 – tertiary treated with disinfection level recycled water that is available for a wide variety of uses including landscape irrigation. The City anticipates recycled water delivery to the project area within the next few years and will coordinate closely with the project sponsor for use of recycled water where feasible.

If you have any questions, please contact me at: 530-661-5963 or tim.busch@cityofwoodland.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Busch".

Tim Busch, PE
Principal Utilities Civil Engineer
City of Woodland
Community Development
Phone 530.661.5963
Email Tim.Busch@cityofwoodland.org

CC: Nick Ponticello, Ponticello Enterprises

Erika Bumgardner, City of Woodland

Brent Meyer, City of Woodland

City of Woodland
SB 610/SB 221 Water Supply Assessment and Certification Form

This form may be used to complete water supply assessments for projects located in an area covered by the City's most recent Urban Water Management Plan.

Note: Please do not use this form if the projected water demand for your project area was not included in the City's latest Urban Water Management Plan. To review the City's Urban Water Management Plan, please visit:

<https://cityofwoodland.org/DocumentCenter/View/995/Urban-Water-Management-Plan-PDF?bidId>

Project: Woodland Research and Technology Park Specific Plan

Date: November 20, 2017

Project Applicant (Name of Company): Woodland Research and Technology Group; Michael Beeman for Costalotta Partners, LLC (majority land owner)

Applicant Contact (Name of Individual): Melanie Mathews, Project Manager

Phone Number: (530) 668-4056

E-mail: melanie_mathews@springlakedevelopment.org

Address: 173 Court Street, Suite D, Woodland CA 95695

Project Applicant to fill in the following:

1. Does the project include:

Type of Development	Yes	No
A proposed residential development of 500 or more dwelling units	✓	
A shopping Center employing more than 1,000 persons or having more than 500,000 square feet?		✓
A Commercial Office building employing more than 1,000 persons or having more than 250,000 square feet?	✓	
A proposed hotel or motel, or both, having more than 500 rooms		✓
A proposed industrial, manufacturing, or processing plant or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area		✓
A mixed use project that includes one or more of the projects specified above	✓	
A project that would demand an amount of water equivalent to, or greater than, the water required by a 500 dwelling unit project	✓	

If the answer is no to all of the above, a water supply assessment is not required for the project.

2. Is the projected water demand for the project location included in the City's 2020 Urban Water Management Plan, adopted June 2021?

Yes: ☒

No: ☐

If the answer is no, you cannot use this form. Please refer to the requirements of SB 610 for preparing a water supply assessment.

3. Please fill in the project demands below:

Type of Development	Water Demand Factor (ac-ft/ac/yr)	Acres	Water Demand (ac-ft/year)
Residential - Low Density	3.6	86.2	310.3
Residential - Medium Density	7.3	51	372.3
Residential - High Density	14.5	22.6	327.7
Mixed Use - Village Center	3.2	4.9	15.7
Highway Commercial	2.3	18	41.1
Business Park	1.6	69.5	111.2
Industrial	2.7	67.2	181.4
Park and Open Space	2.4	10	24
Total		329.4	1383.7

4. Required Elements of Water Supply Assessment (Water Code § 10910)

A. Water supply entitlements, water rights or water service contracts (Water Code § 10910(d)):

All infrastructure necessary to deliver a water supply to the project is in place, excepting any distribution facilities required to be constructed and financed by the project applicant: Yes: ☒ No: ☐

B. Identification of other sources of water supply if no water has been received under City's existing entitlements, water rights or water service contracts (Water Code § 10910(e)):

N/A

C. Information and analysis pertaining to groundwater supply (Water Code § 10910(f)):

See City's Urban Water Management Plan

Verification of Water Supply
(for residential development of more than 500 dwelling units)

Based on the City's most recent Urban Water Management Plan, are there sufficient water supplies for the project during normal, single dry and multiple dry years over a 20-year period?

Yes: ☒

No: ☐

By: 
Tim Busch

Title: Principal Utilities Civil Engineer

RCE # C73530

Date: 8/08/2023

Distribution:

Nick Ponticello, Ponticello Enterprises Consulting Engineers, Inc.
Erika Bumgardner, Senior Planner, Community Development, City of Woodland
Brent Meyer, City Engineer, Community Development, City of Woodland
Craig Locke, Deputy Director of Utilities, Public Works, City of Woodland



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: K.23
SUBJECT: Beeghly Ranch Lot D and Lot G (Tim Lewis - Revival)
Development Agreement Amendment

Recommendation for Action: Staff recommends that the City Council:

1) Hold a public hearing; and 2) introduce and waive the first reading of Ordinance No.____ approving the First Amendment to the project Development Agreement #20-02 between TL REVIVAL, L.P, (Tim Lewis Consulting) and the City of Woodland to allow the payment of affordable housing fees in lieu of constructing the remaining required 14 affordable inclusionary housing units.

Staff Contact:

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

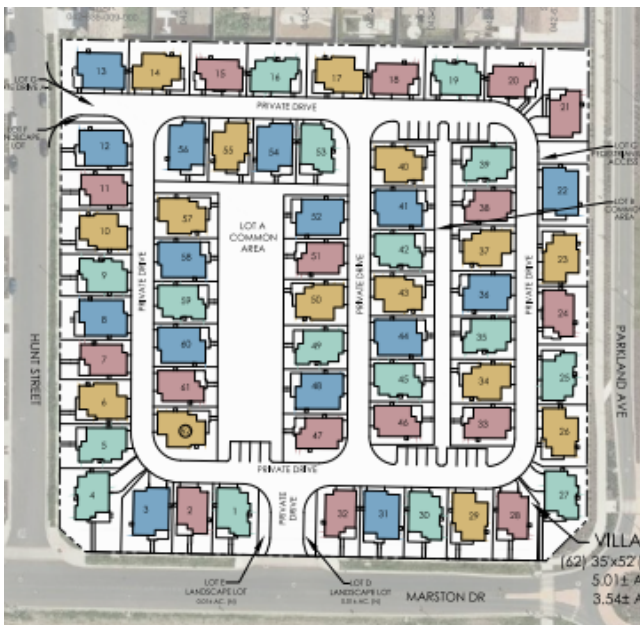
Fiscal Impact:

All application processing costs have been paid for by the applicant. The approved project Tentative Subdivision Maps for Lots D (TSM #5196) and G (TSM #5197) provide for 72 lots on the two multi-family R-15 sites. The project Development Agreement (DA) requires the construction of the 17 required affordable units. The proposed application requests to pay fees in lieu of constructing the remaining 14 affordable homes. The proposed fee is \$39,000 per affordable unit, which will be paid in a lump sum equivalent to \$546,000, 30 days after the approval of the second reading of the First Amendment to Development Agreement# 20-02, Attachment 2. In addition, the project DA includes a negotiated fee payment for a general-purpose fee of \$3,000 per unit for a total sum of \$216,000. All fees are subject to CCI increases.

Background:

The entire SLSP area was pre-zoned under Ordinance No. 1346, adopted on July 2, 2002. The 5.0 acres of Lot D and 0.9 acres on Lot G were pre-zoned R-15/Multi-Family Residential with an allowed density between 10 and 15 units per acre. The subject properties were historically part of the Beeghly Vesting Tentative Subdivision Map No 4669 and the Development Agreement approved January 13, 2004. Lot D was approved with the assumption that it would be developed with 75 units (15 units/acre) and Lot G was approved as an affordable cluster with 10 units (11 units/acre).

Lot D is located at the northwest corner of Marston Drive and Parkland Avenue. Lot G is located southeast of the intersection of Parkland Avenue and Heritage Parkway, with access from Stewart Circle.



Lot D (TSM #5196)



Lot G (TSM #5197)

At its October 15, 2020 meeting, the City Council approved Tentative Subdivision Maps #5196 and #5197 and Ordinance No.1668, approving the Development Agreement #20-02 between TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland. The project approval allowed for the development of 72 single-family lots; 62 on Lot D and 10 on Lot G. The project was required to enter into an Inclusionary Housing Agreement to provide 17 low-income housing units, with the stipulation that the units are to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units. This stipulation was added at the time of project approval by the developer, as opposed to the option of allowing payment of in-lieu fees as suggested by the City. The Inclusionary Housing Agreement (IHA) was approved on May 25, 2021 and recorded on June 23, 2021. The IHA was amended on October 5, 2021 to allow the marketing period to begin when building permits are issued.

The first building permits were issued on November 16, 2021 for Lot D. As of the date of this report, 4 permits are in the building permit review process, 35 building permits have been issued, and 22 units have had final inspections approved. A total of 17 units have closed escrow. Three of the units were sold as affordable to median income families in accordance with the provisions of the IHA. No work has been conducted on Lot G.

As part of the process of consideration of the proposed request to pay fees in lieu of constructing the remaining affordable units, the City consulted with Legal Services of Northern California (LSNC). LSNC generally agreed that the payment of fees in lieu of constructing units is appropriate in Spring Lake. Due to costs, taxes, and fees, it is difficult to find and sell homes to qualified low-income households in Spring Lake as compared to the general city. However, LSNC differed in their opinion of the value of the affordable per-unit fee.

Amendment Request:

Tim Lewis Communities (TLC), is the land developer and builder for the small lot single family development known as Revival, for the Beeghly R-15 Lots D and G. TLC is requesting an amendment to the Development Agreement #20-02 (Ord. 1668), to allow for payment of fees for the fulfillment of their remaining inclusionary housing requirement. TLC had an initial obligation to construct 17 affordable units. Three affordable units have been built and sold. TLC is requesting to be able to pay fees in lieu of the sale of the remaining 14 affordable units in an amount consistent with other recently approved R-15 small lot single family projects in Spring Lake, including the Ruby

Estates and the Parkside project.

At the time the project was approved in October 2020, the City had recommended that the applicant pay fees in lieu of constructing affordable units. Given the market and assumed affordability of the small lot of products, the applicant indicated that they felt the market price would be the same or close to the affordable purchase price and opted not to pay fees. However, due to market changes in the last several years, including rising cost of materials, higher interest rates, and labor shortages, there is now a significant gap between the affordable purchase price and the cost to construct the affordable unit. In addition, TLC has indicated that they have been experiencing slower absorption of the small lot product. As a result, TLC is asking for consideration to pay in-lieu fees similar to those approved for other projects in Spring Lake.

Planning Commission Review

At their regularly scheduled public hearing on July 20, 2023, the Planning Commission considered the applicant's request. Brielle Mansell from Legal Services gave public comment at the meeting and provided a letter to the Commission (Attachment 8). Upon deliberation, the Planning Commission rejected the original motion as stated in the July 20, 2023 staff report and provided a new motion which states that the City reconsider and further negotiate the Development Agreement Amendment between TL REVIVAL, L.P. (TLC) and the City, to amend Section 4.8 of the Development Agreement #20-02, to allow for the payment of fees in lieu of constructing the remaining affordable housing at a higher amount than recommended. The motion was approved as follows: Ayes (5) (Harris, Lopez, Ortiz, Smith, and McLaughlin); Noes (0); Abstain (2) (Holt and Lizarraga).

Discussion:

Spring Lake Affordable Housing Requirement

The project is subject to the Spring Lake Affordable Housing Plan (SLAHP) multi-family requirement due to the density, even though it is a single family product type. The SLAHP requires that either, ten percent (10%) of all multi-family units be affordable to low-income households and twenty percent (20%) of the units be affordable to very low-income households, or that twenty-five percent (25%) of the multi-family units be affordable to very low-income households. Single family (8 du/ac or less) projects are required to provide ten (10%) of units as affordable.

The two project sites, Lots D and G, were originally part of the larger Beeghly Ranch tentative subdivision map and DA. With the original approval on January 13, 2004, the very low-income obligation was transferred to the high-density multi-family site at the southwest corner of Farmers Central Road and Meikle Avenue. The remaining low-income obligation from the R-4 and R-5 portions of the original Beeghly Vesting Map were transferred to the 0.9 acre cluster (Lot G), resulting in 10 affordable units on this site. Lot D is required to satisfy the remaining 10% low-income affordability requirement by providing an additional seven affordable units, resulting in a total obligation on these two properties for 17 low-income affordable units. The 17 affordable units are to be dispersed throughout both project sites rather than clustered on Lot G.

Early in Spring Lake Specific Plan development, the very low-income obligation was transferred from three R-15 sites, including the Beeghly project, to the Terracina at Spring Lake project. This transfer helped facilitate development of the medium density R-15 product type which can be more difficult to build and sell. In addition, early on, affordable clusters were utilized in the Plan area. However, after the first two affordable clusters were built, the SLAHP Plan was amended to require dispersion of affordable units.

Affordable Housing Marketing Process

Section 2.2.4 of the Inclusionary Housing Agreement (IHA), establishes a 90-day marketing period for prospective low-income purchasers of the inclusionary units. The marketing period begins upon

the issuance of building permits for each inclusionary unit. If a qualified low-income household has not opened escrow, then the home may be marketed for 60 days to median-income households. In the event that an eligible median income buyer has not opened escrow, then the home may be marketed to a moderate-income buyer. In the event no qualified buyers are found, the unit shall no longer be designated as an Inclusionary Unit. At that point, the unit can be sold at market rate.

The IHA designated 15 of the 62 units in Lot D and two of the ten units in Lot G, as affordable units. Of the 15 affordable units in Lot D, three homes have been purchased by median income homebuyers.

Affordable Purchase Price Analysis

In 2021, the IHA included an analysis for the sale of a three-bedroom home which assumed a mortgage interest rate of 3.25% and a resulting affordable purchase price of \$447,458.67. Since execution of the agreement, interest rates have increased to 6.7% or higher, which has resulted in a reduction in the allowed affordable sales price cap to \$342,161.80 for the same three-bedroom home as shown below.

Factors that affect the affordable purchase price calculation include the area median income limits and interest rates. Area median income limits are updated each July and increased significantly in 2022 and again in 2023. However, interest rates have increased in that same time frame. Interest rates have an inverse relationship to the formula.

LOW INCOME Affordable Purchase Price Calculation, 6/14/23	
# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at Low Income HUD Calculation 2023	\$83,900.00
Gross Monthly Income	\$6,991.67
Monthly Income for PI Payment	\$2,097.50
Interest Rate Assumption (HSH.com)	6.7000%
Term of Mortgage (In Months)	360
Mortgage Income can support	\$325,053.71
5% Down payment	\$17,108.09
Affordable Purchase Price	\$342,161.80

What is not taken into account in the SLAHP purchase price calculation for potential homeowners, includes; Insurance, taxes, HOA fees, Mello roos and other assessments, as well as maintenance and other home improvement costs that typically increase over time. To qualify for a loan, individuals either require a larger down payment, or must have little to no debt. As a result, it is very difficult for a lower income household to qualify for a home without significant subsidies.

First Time Homebuyer program (FTHB) General City:

The First Time Home Buyer program (FTHB) is open to qualifying low-income families/individuals (adjusted by household income and household size). The maximum loan amount is \$120,000 and

the loan amount may never exceed more than 49% of the total cost of the home. The maximum purchase price limits for an existing home or condominium is \$423,000 and the maximum purchase price limits for a newly constructed home or condominium is \$439,000. The maximum purchase amounts are adjusted annually.

The program functions as "gap" funding to assist households achieve homeownership. A family must be approved for a principal loan from a private lender (bank, credit union, etc.) to cover the majority of the home's purchase price. The City's assistance represents a second loan and repayment is deferred for 30 years or upon resale, whichever occurs first. Simple interest at the rate of 3% is charged on the loan and there is an owner-occupancy requirement. Beginning on year 21 of home ownership, the City begins to forgive the accrued interest by 10% annually until year 30. The minimum down payment required by the FTHB program is 1% of the total purchase price. The principal lender may require a separate down payment amount for the principal loan.

In Lieu Fee Use and History

The City's Affordable Housing Ordinance as well as the Spring Lake Affordable Housing Plan, as amended in 2014, allow the payment of fees in lieu of the construction of units. Fee payments are negotiated through the Development Agreement process and also take into account other fees that may be requested, including general purpose fees.

In-lieu fees are typically calculated by first determining the affordable unit price subsidy and multiplying that by the required number of affordable units, and then spreading the total cost over all of the units in the subdivision, which is then paid at the time of building permit issuance for each unit. In some instances, a lump sum payment may be accepted. In the case of this project, because building has already commenced, a lump sum payment is recommended.

There is a formula included in the SLAHP that provides an In-lieu fee calculation, which is simply the market value less the calculated affordable purchase price. However, in 2015, when housing costs, area income limits, and interest rates were all lower, the AHP formula resulted in little to no in-lieu fee payment. Therefore, at that time, the city developed a fee subsidy which was based upon the amount of city investment required to assist in building an affordable multiple-family unit. The goal was to obtain funds to assist those with the greatest need for housing in the community. From that initial calculation, the fee amount has been increased each year using the Construction Cost Index (CCI) index and carried forward and formed the basis for in-lieu fee negotiations on all future Spring Lake projects.

In addition, in order to encourage higher density single family housing, or missing middle product, the city reduced the per unit affordable fee for higher density single family products. In accordance with the goals of the Specific Plan, the City wishes to encourage a variety of housing options, particularly the small lot product that is considered more affordable by design. Further, the existing R-15 sites in Spring Lake are typically infill situations that have greater design challenges and can experience neighborhood opposition due to higher densities. Unfortunately, the current market has resulted in all housing types being more expensive than imagined even a couple of years before.

Affordable in-lieu fee payments have provided the City with locally generated funds for affordable housing initiatives that do not have the regulatory framework that comes with Federal and State grants and loans. The funds have allowed the city to focus on the goal of assisting in providing housing for those with the greatest need in the community. To date, the use of the generated in-lieu fees has been focused on projects that will result in new affordable multi-family housing and have also been used to assist in the development of emergency shelter housing as identified in Attachment 6, Affordable In-Lieu Fees and City Funds Committed to Date and Units Achieved or Expected.

Since 2010, the City has committed \$16,248,000 in City fund subsidies toward affordable housing projects and programs, including \$3,513,000 in affordable housing in-lieu fees. Based on the current housing project entitlements, the City has received over \$5,000,000 in in-lieu fees with an additional \$3,000,000 estimated through built-out of these projects. In addition, an affordable housing land dedication site in Spring Lake was deeded for the development of a future senior affordable housing project. In-lieu funding allocations to date have resulted in the creation of 540 affordable rental housing units in Woodland as well as the 100-bed emergency shelter at East Beamer Way. The in-lieu fees allowed the City to offer needed matching funds for the non-profit housing developers of these projects to secure other state and federal funding housing funds. Most recently, the City provided \$500,000 to Chelsea Investment Company to support the Phase I construction of 72 affordable rental units at W. Main and Ashley that will serve low and very low-income households.

As part of the review of in-lieu fees over time, the city has periodically conducted a survey of area inclusionary requirements and in-lieu fee requirements. This information is summarized in Attachment 7. Each jurisdiction handles inclusionary requirements somewhat differently. In some jurisdictions, the in-lieu fee has been included in the development impact fee schedule for all units on either a per unit basis or as a fee per square foot. Some jurisdictions utilize DAs to negotiate agreements. Two communities charge fees on non-residential projects as well, which acknowledges that the burden should be shared community wide and not placed entirely on the housing developers who are attempting to build homes to assist with the current housing crisis. Further, recent state programs and requirements have required jurisdictions to lessen the burden for new housing development.

In lieu Fee Analysis

The City has approved fees in lieu of construction of affordable units on approximately half of all single family projects in Spring Lake including: Cal West (KB, Lennar, Woodside); Heidrick Ranch (Lennar); Merritt Ranch; Pioneer Village (Lennar); Oyang North and South (Lennar); Spring Lake Central (Taylor Morrison, Lennar, Richmond American, DR Horton); same fee calculation assumption was also used to determine in-lieu fees for the Prudler development (Lennar) which is outside of Spring Lake. In-lieu fees were approved for two of the three entitled R-15 projects in Spring Lake.

The following summarizes the in lieu fee required per affordable unit for two similarly zoned R-15 small lot projects in Spring Lake:

- Parkside 3 - \$29,100 (2020); \$33,697 (2023 adjusted for CCI)
- Ruby Estates - \$37,700 (2022); \$39,811 (2023 adjusted for CCI) (consistent with the SL AHP formula at that time)

It is noted that Spring Lake has approximately 95% of all development areas entitled with only multi-family sites remaining for entitlement review.

Applicant Request Analysis

TLC has indicated that due to market changes the original assumed affordable purchase price for the project has increased significantly, while at the same time, costs to build have increased as provided in the applicant's information, creating an untenable situation, Attachments 4 & 5. In addition, the applicant has marketed and sold three affordable units to median income households at what they feel was a loss of \$69,541 per unit, or \$208,624, as compared to originally assumed prices for 2021.

At the outset of the project, the applicant followed the required advertising to solicit potential buyers for the affordable units. In 2022, the marketing interest list included 12 low-income, 4 median-income, and 2 moderate-income households. Individuals on the interest list will be required to go through a new income determination as the federal income limits for Yolo County were adjusted in

June 2022 and June 2023. It should be noted that not all individuals on the interest list will qualify for the house loan. In April 2023, an individual on the interest list that was determined to be a low-income eligible household successfully purchased an existing home in the City of Woodland with help from the City's down payment and mortgage assistance program.

The City has consulted with Legal Services of Northern California in the evaluation of the proposed request. Both the City and Legal Services agree that due to the cost and fee structure in Spring Lake, payment of fees in lieu of constructing affordable units is a reasonable alternative. This follows the historical approval path for projects entitled since 2015 in Spring Lake. The applicant is asking to be allowed to pay fees in parity with other similar approved projects in Spring Lake.

Legal Services of Northern California (LSNC) has opined that they feel that, due to higher housing costs in general, the applicant should be required to pay a higher in-lieu fee to address the cost gap than previously required of other developments in Spring Lake, as provided in their letter sent prior to the Planning Commission meeting of July 20, 2023, Attachment 8. In evaluation of the comments provided in the letter from LSNC, the City Attorney has concluded in the attached Memorandum, (Attachment 9), that the City Council has the discretion to approve the proposed Amendment to the Development Agreement and that the payment of in lieu fees is consistent with the City's Affordable Housing Ordinance and Spring Lake Specific Plan. The City Attorney has clarified that consideration of the applicant's request to pay fees in lieu of constructing the affordable units is ultimately a policy decision for the City Council in determining whether to allow an amendment to the original DA.

In addition, the City has received a letter from the North State Building Industry Association in support of jurisdictions' utilization of in-lieu fee programs such as Woodland's as a means to work with the building community to continue to satisfy a range of housing types in the region. (Attachment 10)

Staff recommends allowing the payment of in lieu fees for the remaining 14 affordable units, but does not recommend requiring a significantly higher in-lieu fee for this project as compared to others in the Spring Lake area simply because the timing is such that costs have risen. The cost increases are primarily due to factors that are outside of the development entity's control, such as financing and cost of materials, which affect all aspects of the housing market. Adding an increased fee burden will likely make it more difficult to build this type of housing product. Further, requiring a significantly higher fee for this one project could place it at a competitive disadvantage and potentially further slow sales absorption of the units. Therefore, staff recommends a fee that is consistent with other similar projects approved in the Plan area, and similar to what the fee would have been if the project had included in-lieu fees in 2020. This includes consideration of the fact that TLC has already built and sold three affordable units at a loss.

Staff proposes a fee payment in lieu of constructing and selling new affordable units of \$39,000 per affordable unit, resulting in a lump sum fee payment of \$546,000. Because a number of permits have already been issued for the development, if approved, it is recommended that the applicant shall be responsible for payment of the in-lieu fees in a lump sum 30 days after the second reading of the First Amendment to the Development Agreement 20-02.

Conclusion:

Staff recommends that the City Council

1) Hold a public hearing; and 2) introduce and waive the first reading of an Ordinance approving the First Amendment to the project Development Agreement #20-02 between TL REVIVAL, L.P, (Tim Lewis Consulting) and the City of Woodland to allow the payment of affordable housing fees in lieu of constructing the remaining required 14 affordable inclusionary housing units.

Prepared by: Cindy A. Norris, Principal Planner

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



Ken Hiatt
City Manager

Attachments:

1. Ordinance TL Revival. First Amendment to DA20-02
2. First Amendment to DA 20-02
3. Beeghly R-15 DA# 20-02
4. TLC Beeghly Application Letter
5. TLC Additional Materials
6. City Housing Subsidies for Multifamily Projects
7. Inclusionary Requirements Survey
8. LSNC Comment Encouraging Rejection of Staff's Recommendation
9. City Attorney Memorandum to Council re In Lieu Affordable Housing Fees
- 10BIA Letter In Support of Fair In Lieu Fees

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 20-02 BETWEEN THE CITY OF WOODLAND AND TL PARTNERS X, LP (TL REVIVAL, L.P.) FOR THE BEEGHLY RANCH (REVIVAL) PROJECT IN THE SPRING LAKE AREA FOR TENTATIVE SUBDIVISION MAP NOS. 5196 (LOT D) 5197 (LOT G)

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

WHEREAS, CITY and Turn of the Century, LLC (“TOC”) previously entered into that certain Development Agreement (“Original Development Agreement”) on January 13, 2004, recorded on February 17, 2004, approved by the City Council of the City of Woodland on January 13, 2004, and recorded with the Yolo County Recorder’s Office as Document No 204-0008056-00; and

WHEREAS, CITY and CENTEX and WPHI (each a successor in interest to TOC) entered into a First Amendment to Development Agreement, effective January 16, 2015 (“First Amendment”), which First Amendment provided that the Original Development Agreement remained in full force and effect; and

WHEREAS, Turn of the Century, LLC subsequently transferred its property interests, and associated agreements, to Tim Lewis Communities, TL PARTNERS X, L.P (OWNER). OWNER now owns that certain real property with Yolo County Assessor’s Parcel Numbers 042-574-001 and 042-561-015 (the “Property”); and

WHEREAS, The Amended and Restated Development Agreement 20-02 (hereinafter “Agreement”) was approved 20th day of October, 2020, by and between the City of Woodland, California, a California municipal corporation (“CITY”), and TL Partners X, L.P., a California limited partnership (“OWNER”), and tentative Subdivision Maps 5196 and 5197; and

WHEREAS, the OWNER, under a revised ownership structure as TL REVIVAL, L.P., submitted an application to request an amendment to Development Agreement 20-02 to allow the payment of fees for the fulfillment of inclusionary housing requirements outlined in the Development Agreement 20-02 (recorded 2-19-2021) and the Inclusionary Housing Agreement, dated 5-25-2021 (recorded 6-23-2021); and

WHEREAS, Section 4.8 of the project Development Agreement states that, OWNER and CITY agree that this Project requires seventeen (17) R-15 low-income single-family units to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units; and

WHEREAS, since the project was approved on October 20, 2020, there have been significant changes in the housing market including increases in interest rates and increases in construction costs which have resulted in a situation where the cost burden to support the construction of the affordable units exceeds the cost that would have been borne by paying in-lieu fees initially; and

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on July 20, 2023, to review and consider recommending to the City Council approval of the proposed Beeghly Ranch Lot D and Lot G Project Development Agreement Amendment to allow the OWNER to pay fees in-lieu of constructing the remaining 14 affordable inclusionary units and recommended to the City Council to allow the payment of fees in lieu of constructing affordable housing at a higher amount than recommended in the staff report for July 19, 2023; and

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

WHEREAS, the Woodland City Council held a duly noticed public hearing on August 15, 2023, to review and consider the proposed amendment to Development Agreement 20-02 to allow the payment of fees in lieu of constructing 14 affordable inclusionary units; and

WHEREAS, the proposed request does not constitute a project pursuant to Government Code Section 15061 as there is no change to the physical development other than the administrative determination regarding the payment of affordability. The previously approved project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 as amended; and

WHEREAS, the Project is consistent with the goals and policies of the Housing Element by meeting the requirements of the Spring Lake Affordable Housing Plan as conditioned; and

WHEREAS, the Project is consistent with the goals and policies of the General Plan in providing infill development; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

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

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

Section 1 Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Amendment to the Development Agreement attached hereto as Exhibit “2.”

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the August 15, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

Exhibit “1” – First Amendment to Development Agreement #20-02

Exhibit “2” – Amended and Restated Development Agreement #20-02

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF WOODLAND AND TL REVIVAL L.P.

This First Amendment to Development Agreement 20-02 (“First Amendment”) is entered into this ___th day of ____, by and between the City of Woodland, a California municipal corporation (hereinafter “CITY”) and TL REVIVAL, L.P., a California limited partnership (“OWNER”). City and Owner shall individually be referred to herein as a “party” and together as the “parties.”

RECITALS

WHEREAS, this Amended and Restated Development Agreement 20-02 (hereinafter “Agreement”) was entered into as of this 20th day of October, 2020, by and between the City of Woodland, California, a California municipal corporation (“CITY”), and TL Partners X L.P., a California limited partnership (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

and

WHEREAS, OWNER is the successor in interest to TL Partners X L.P; and

WHEREAS, OWNER has provided evidence satisfactory to CITY of Owner’s ownership of the property that is the subject of this First Amendment, and

WHEREAS, the Agreement may be amended pursuant to Section 2.5 of the Agreement and Government Code section 65868; and

WHEREAS, the OWNER has requested to amend Section 4.8 of Development Agreement 20-02 in order to pay fees in lieu of constructing the remaining 14 required affordable housing units. Of the 17 originally required affordable units, the OWNER has sold three units to qualified affordable households.

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

WHEREAS, the City Council finds that this Amendment and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

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

WHEREAS, on July 19, 2023, the City Planning Commission, designated by Woodland Municipal Code Section 2-7-16 as the planning agency for purposes of development agreement

review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this First Amendment and recommended that the City reconsider and further negotiate the Development Agreement Amendment between TL REVIVAL, L.P. and the City, to amend Section 4.8 of Development Agreement 20-02, to allow for the payment of fees in lieu of construction affordable housing at a higher amount than recommended in the staff report for the July 19, 2023 Planning Commission meeting; and

WHEREAS, following consideration of the aforementioned, the City Council held a noticed public hearing on August 15, 2023 to consider the requested amendment to Section 4.8 to allow the payment of fees in lieu of constructing and selling 14 affordable units which is the subject of this First Amendment.

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

1. Amendment to Section 2.7. The addresses provided in Section 2.7 of the Agreement are hereby amended to read as follows:

If to CITY: Ken Hiatt, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

With a copy to: Ethan Walsh
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814

If to OWNER: TL Revial, L.P.
c/o Tim Lewis Communities/Reed Onate, Forward Planning
Director
3500 Douglas Boulevard, Suite 270
Roseville, CA 95661

2. Amendment to Section 4.8 regarding Affordable Housing. Section 4.8 amended to read as follows:

4.8 Affordable Housing. CITY and OWNER agree that this Project requires seventeen (17) R-15 low-income single-family units. **Three (3) units shall be sold to qualifying households. Fees in lieu of constructing shall be paid for the remaining 14 units at an amount of \$39,000 per affordable unit, totaling \$546,000 to be paid in a lump sum no later than 30 days after the second reading of the Development Agreement**

Amendment Ordinance. ~~to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units~~

3. General Provisions.

a. Counterparts. This First Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

b. Waiver. No waiver of any provision of this First Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

c. Governing Law. The validity and interpretation of this First Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

d. Severability. If any term, provision, covenant, or condition of this First Amendment shall be determined invalid, void, or unenforceable, the remainder of this First Amendment shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this First Amendment.

e. Authority to Execute. The person or persons executing this First Amendment on behalf of OWNER warrants and represents that he or she/they have the authority to execute this First Amendment on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

f. Integration. This First Amendment, together with the Agreement, reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this First Amendment, the provisions of the Agreement shall govern the conduct of the parties. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this First Amendment. To the extent this First Amendment conflicts with the Agreement, this First Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

g. Incorporation of Amendment. From and after the Effective Date of this First Amendment, wherever the term “Agreement” or “Development Agreement” appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this First Amendment.

h. Defined Terms. All initially capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

4. Effective Date. The City Council, following a duly noticed public hearing, has authorized the execution of this First Amendment by its City Manager and attestation by its City

Clerk pursuant to the authority of Ordinance No.1579 (the “Adopting Ordinance”) adopted by the City Council of the City of Woodland on August 15, 2023. This First Amendment shall be effective upon the later of thirty (30) days after the adoption of the Ordinance or full execution of this First Amendment by the parties hereto.

5. Memorandum. The City Clerk shall record a Memorandum of this First Amendment in the Official Records of Yolo County within ten days following the Amendment Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year set forth below.

CITY:

By: _____
Its: _____

Approved as to Form:

Attest:

Best Best & Krieger LLP, City Attorney

Ana B. Gonzalez, City Clerk

OWNER:

By: _____
Name: _____
Its: _____

EXHIBIT A **LEGAL DESCRIPTION OF THE PROPERTY**

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

PARCEL 1:

LOT D AS SHOWN ON THE MAP ENTITLED "SUBDIVISION NO. 4793, BEEGLY RANCH" FILED APRIL 5, 2007 IN BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO, AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

PARCEL 2:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED ON SEPTEMBER 27, 2007 AS DOCUMENT NO. 2007-0033700-00, YOLO COUNTY OFFICIAL RECORDS AND LOT G OF BEEGLY RANCH SUBDIVISION, FILED IN BOOK 2007 OF MAPS AT PAGE 45 IN THE OFFICE OF THE YOLO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT G

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT G, SAID POINT FALLING ON THE EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE; THENCE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG SAID EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE, ALONG THE ARC OF A 740.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°34'56" A DISTANCE OF 278.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°53'37" EAST, 277.29 FEET;
- 2) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 23°58'07" EAST, 0.51 FEET;
- 3) THENCE NORTH 64°34'55" EAST, 37.68 FEET;
- 4) THENCE SOUTH 62°27'01" EAST, 17.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HERITAGE PARKWAY;
- 5) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, ALONG THE ARC OF A 869.50 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°45'00" A DISTANCE OF 87.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°29'10" EAST, 87.22 FEET;
- 6) THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 08°17'26" WEST, 134.38 FEET;
- 7) THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 75°22'55" A DISTANCE OF 119.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 23°17'26" WEST, 111.28 FEET;
- 8) THENCE ALONG THE ARC OF A 31.00 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°41'27" A DISTANCE OF 14.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°03'17" EAST, 14.31 FEET;
- 9) THENCE NORTH 85°40'12" WEST, 136.58 FEET TO THE POINT OF BEGINNING;

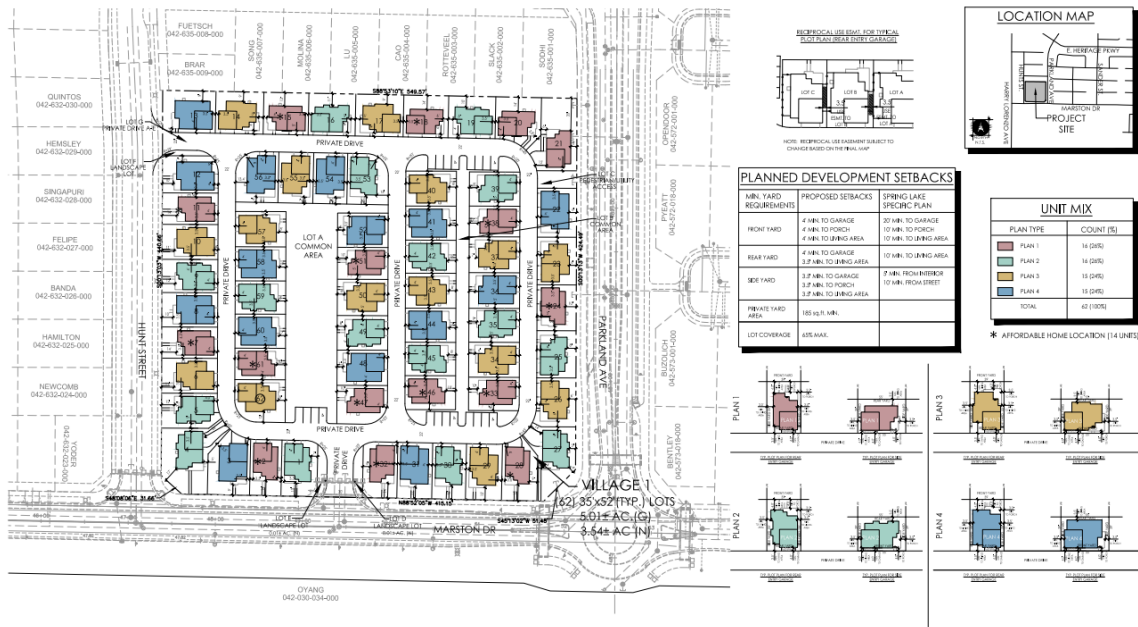
EXCEPTING THEREFROM LOT G, ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE

ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT RECORDED MAY 20, 2015 AS INSTRUMENT NO. 2015-0013659 OF OFFICIAL RECORDS.

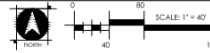
APN: 042-574-001-000 (PARCEL 1) and 042-561-015-000 (PARCEL 2)

EXHIBIT B MAP OF PROPERTY AND ITS LOCATION



BEEGLY- LOT D
Woodland, CA
March 4, 2020

PLANNED DEVELOPMENT SITE PLAN
TM03

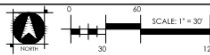


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST. BLDG. 100-4B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767



BEEGLY- LOT G
Woodland, CA
March 4, 2020

PLANNED DEVELOPMENT SITE PLAN
TM03



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST. BLDG. 100-4B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

EXHIBIT C

Amended and Restated Development Agreement 20-02 (10.20.2020)

2021-0006688

Jesse Salinas
Yolo County - Clerk/Recorder
02/19/2021 09:40 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

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

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [20-02]

BEEGHLY R-15

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

TL Partners X L.P.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [20-02]
BEEGHLY RANCH LOT D AND LOT G
Tentative Map Nos 5196 and 5197

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this 20th day of October, 2020, by and between the City of Woodland, California, a California municipal corporation (“CITY”), and TL Partners X L.P., a California limited partnership (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY and Turn of the Century, LLC (“TOC”) previously entered into that certain Development Agreement (“Original Development Agreement”) on January 13, 2004, recorded on February 17, 2004, approved by the City Council of the City of Woodland on January 13, 2004, and recorded with the Yolo County Recorder’s Office as Document No 204-0008056-00; and

WHEREAS, CITY and TOC, HTW West Ventures LLC and Russel Ranch Development, Inc., entered into an Affordable Housing Land Dedication Agreement on April 19, 2005, to accept dedication of land on the parcel at the southwest corner of Meikel Avenue and Farmers Central Road, which satisfied the very low income affordable housing requirement for the Beeghly Ranch R-15 property; and

WHEREAS, CITY and CENTEX and WPHI (each a successor in interest to TOC) entered into a First Amendment to Development Agreement, effective January 16, 2015 (“First Amendment”), which First Amendment provided that the Original Development Agreement remained in full force and effect; and

WHEREAS, Turn of the Century, LLC subsequently transferred its property interests, and associated agreements, to various developers, and OWNER now owns that certain real property with Yolo County Assessor’s Parcel Numbers 042-574-001 and 042-561-015 (the “Property”); and

WHEREAS, this Agreement hereby replaces in its entirety the Original Development Agreement as amended by the First Amendment with respect to the Property only; and

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

WHEREAS, CITY has approved the Spring Lake Specific Plan (“Plan”), which encompasses OWNER’s property, more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement (“Property”), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

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

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

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

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

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major beneficial economic impact on CITY; and

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 “2020 Development Approvals” means the Tentative Map and Planned Development rezoning and conditional use permit for the R-15 zoning and all other permits and other entitlements for use to implement the Project.

1.1.2 “Agreement” means this Amended and Restated Development Agreement.

1.1.3 “CITY” means the City of Woodland, a California municipal corporation.

1.1.4 “City Council” means the duly elected city council of the City of Woodland.

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

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

1.1.7 “Development Approvals” means the 2020 Development Approvals.

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

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

redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

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

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

1.1.12 “First Amendment” means the First Amendment to the Original Development Agreement, entered into on December 16, 2014, by CITY and Centex Homes, and Western Pacific Holdings, Inc., successors in interest to Turn of the Century, LLC, and predecessors in interest to OWNER.

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

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

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

1.1.15 “Original Development Agreement” means the development agreement entered into between CITY and Turn of the Century, LLC, OWNER’s predecessor in interest, on February 17, 2004. The Original Development Agreement vested OWNER’s right to develop the Project consistent with the specified laws and regulations.

1.1.16 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.17 “Project” means the development of the Property, as contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

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

1.1.19 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.4 of this Agreement.

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

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” – Development Plans, Tentative Map, Site Plan, Landscape Plan, Architectural Renderings

Exhibit “D” – Conditions of Approval

Exhibit “E” – Development Impact Fees

Exhibit “F” – Existing Land Use Regulations

2. GENERAL PROVISIONS.

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

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years thereafter (the “Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, due to the expiration of the Agreement, OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact

Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

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

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

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

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

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

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

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

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

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

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

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

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

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

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

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

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

2.8 Notices.

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

(b) All notices shall be in writing and shall be considered given either:
(i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or

certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

TL Partners X LP
3500 Douglas Boulevard, "Suite 270
Roseville, CA 95661
Attn: Tim Lewis
Telephone: 916-787-3420

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

2.9 Termination of Original Development Agreement. As related to the Property only, this Agreement replaces and supersedes the Original Development Agreement adopted on January 13, 2004 by the City Council of the City of Woodland, as it was amended by the First Amendment. As of the effective date of the ordinance adopting this Agreement, this Agreement replaces and supersedes the Original Development Agreement as subsequently amended by the First Amendment.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This Agreement vests the right to develop Tentative Subdivision Map #5196 and 5197, which includes the 5.01 acre R-15 site and 0.9 acre R-15 site shown in Exhibit B and Exhibit C, resulting in 72 single family lots (units) contingent upon City Council approval of the final subdivision map for the Property.

3.2 Fair Share Reimbursement for Non-Participating Parties. This Project may be subject to reimbursement requirements for adjacent infrastructure improvements, outside of SLIF related fees, that were constructed through previous agreement with third party developers.

3.3 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights set forth in Section 3.4 to the extent allowed by law. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement in furtherance of the Project Approvals.

3.4 Reservation of Rights.

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

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

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

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

(d) Regulations Imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

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

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

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

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

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

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

3.4.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

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

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

3.6 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

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

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

3.9 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide, or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent that this Section 3.9 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

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

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

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

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that

should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit “E” shall be charged to the Project. Exhibit “E” includes the updated SLIF adopted by CITY consistent with state constitutional and statutory requirements.

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

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.10

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “E,” the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment, or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property, or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation, or termination of the Term of this Agreement. Following the expiration, cancellation, or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to any remaining portion of the Project and Property to be developed, notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “E” or any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.2 hereof.

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

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER's obligation for Swainson's Hawk Mitigation has been satisfied.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements for the Project, as set forth in the conditions of approval, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan and this Agreement.

4.8 Affordable Housing. CITY and OWNER agree that this Project requires seventeen (17) R-15 low-income single-family units to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units.

4.9 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its fair share of the costs of improvements and amenities identified in the Financing Plan and in amounts justified by an AB 1600 Nexus Study.

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

4.11 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map in accordance with the 2020 Development Approvals and Section 3.9 of this Agreement.

4.12 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an

increase occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of Section 1542 of the California Civil Code, which provides:

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

By initialing below, OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.



Owner's Initials

4.13 Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives a claim from, or has a lawsuit filed against it by, a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportionate share of the damages its Project caused to CITY.

4.14 Meter Fees. Prior to any final map OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference, the 2019 AMR fee is \$216 per meter.

4.15 SR113 and 25A Interchange. OWNER acknowledges that the interim upgrade of the State Route 113 (“SR 113”) and County Road 25A interchange in accordance with the Spring Lake EIR is a Spring Lake responsibility. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and 25A interchange. OWNER further accepts and supports that there may be changes to the SLIF and the per unit set aside amount for the payment of Spring Lake Infrastructure Fees due to the SR 113 and 25A interchange project.

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

4.17 Garage Parking Requirement. The HOA’s governing documents shall also include rules requiring garages to be free of clutter and accessible for the parking of two vehicles. Outside onsite, parking spaces shall not be used for regular parking of household vehicles or storage of RVs or boats. First and second vehicles of a household shall park in the household’s garage. HOA rules shall require the Board to cooperate with the City in addressing neighborhood traffic complaints.

5. FINANCING OF PUBLIC IMPROVEMENTS.

CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

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

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

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

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of such intention. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

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

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The

burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review.

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

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

7. DEFAULT AND REMEDIES.

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

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

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

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

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown,

present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

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

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


Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

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

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

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

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

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

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or

involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

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

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

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



Owner's Initials

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

9. MORTGAGEE PROTECTION.

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

with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

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

10. MISCELLANEOUS PROVISIONS.

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

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to

herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "E" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

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

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

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

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

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

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

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

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

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

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo,

State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

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

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

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

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

OWNER
TL PARTNERS X LP

By: Jay Timothy Lewis
Its: President

Dated: 1/8/2021

CITY
CITY OF WOODLAND,
a California municipal corporation

By: Ken Hiatt
City Manager

Dated: 1/14/21 Kat
2/17/21

ATTEST:

By: Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

[Signature]
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Placer

On January 8, 2021 before me, Lisa L. Shearon, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jay Timothy Lewis
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Lisa L. Shearon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

NOTARY 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.

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On February 17, 2021, before me, ANA B. GONZALEZ, Notary Public, personally appeared Ken Hiatt, 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 executed the same in his authorized capacity and that by his 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 ANA B. GONZALEZ

My commission expires May 14, 2022
Notary Commission No. 2238442

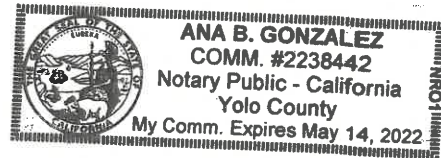


EXHIBIT "A"

(Legal Description of the Property)

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

PARCEL 1:

LOT D AS SHOWN ON THE MAP ENTITLED "SUBDIVISION NO. 4793, BEEGLY RANCH" FILED APRIL 5, 2007 IN BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO, AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

PARCEL 2:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED ON SEPTEMBER 27, 2007 AS DOCUMENT NO. 2007-0033700-00, YOLO COUNTY OFFICIAL RECORDS AND LOT G OF BEEGLY RANCH SUBDIVISION, FILED IN BOOK 2007 OF MAPS AT PAGE 45 IN THE OFFICE OF THE YOLO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT G

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT G, SAID POINT FALLING ON THE EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE; THENCE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG SAID EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE, ALONG THE ARC OF A 740.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°34'56" A DISTANCE OF 278.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°53'37" EAST, 277.29 FEET;
- 2) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 23°58'07" EAST, 0.51 FEET;
- 3) THENCE NORTH 64°34'55" EAST, 37.68 FEET;
- 4) THENCE SOUTH 62°27'01" EAST, 17.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HERITAGE PARKWAY;
- 5) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, ALONG THE ARC OF A 869.50 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°45'00" A DISTANCE OF 87.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°29'10" EAST, 87.22 FEET;
- 6) THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 08°17'26" WEST, 134.38 FEET;
- 7) THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 75°22'55" A DISTANCE OF 119.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 23°17'26" WEST, 111.28 FEET;
- 8) THENCE ALONG THE ARC OF A 31.00 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°41'27" A DISTANCE OF 14.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°03'17" EAST, 14.31 FEET;
- 9) THENCE NORTH 85°40'12" WEST, 136.58 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM LOT G, ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE

ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT RECORDED MAY 20, 2015 AS INSTRUMENT NO. 2015-0013659 OF OFFICIAL RECORDS.

APN: 042-574-001-000 (PARCEL 1) and 042-561-015-000 (PARCEL 2)

EXHIBIT "B"

(Map of the Property Lot D and Lot G)

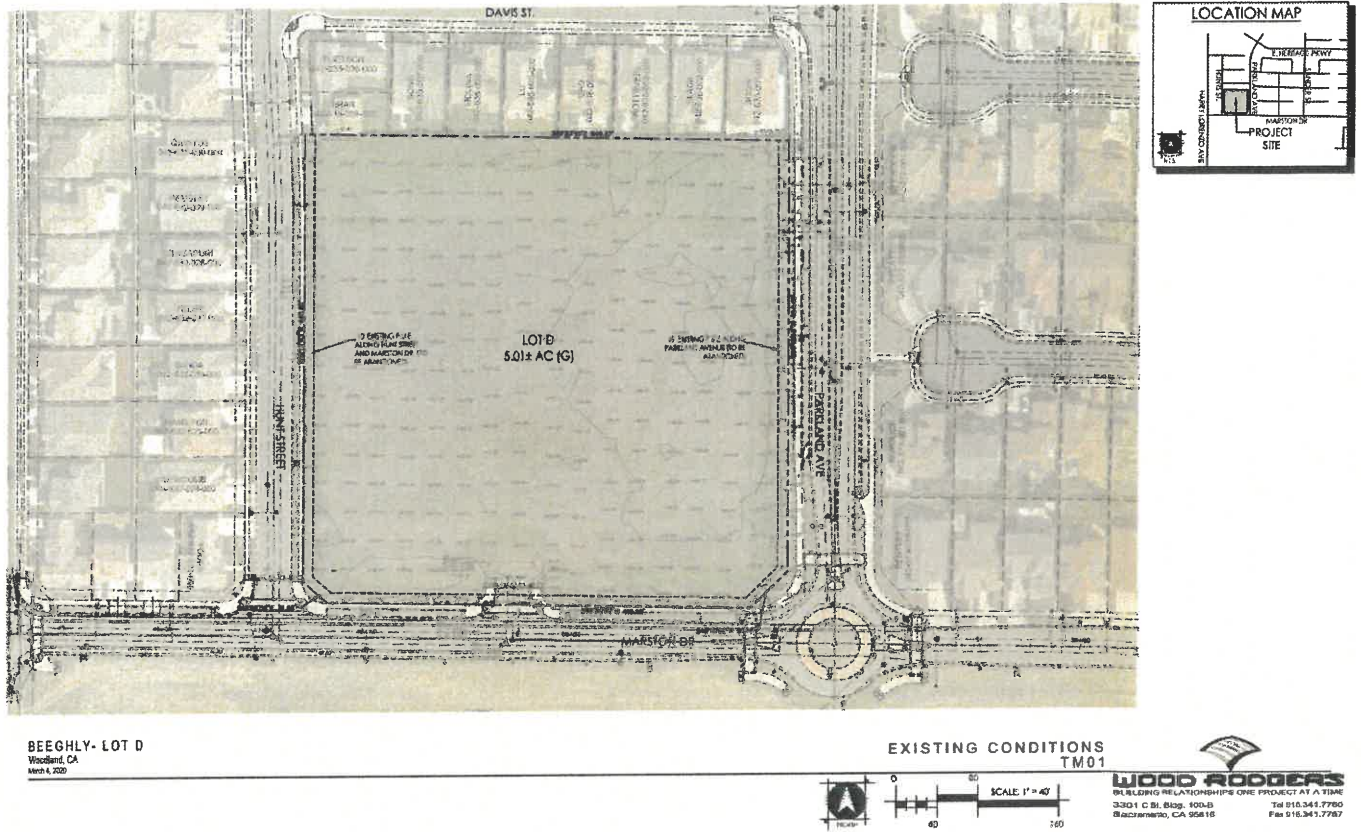


Exhibit B

BN 40293537v6
82093.0018A\33171391.5

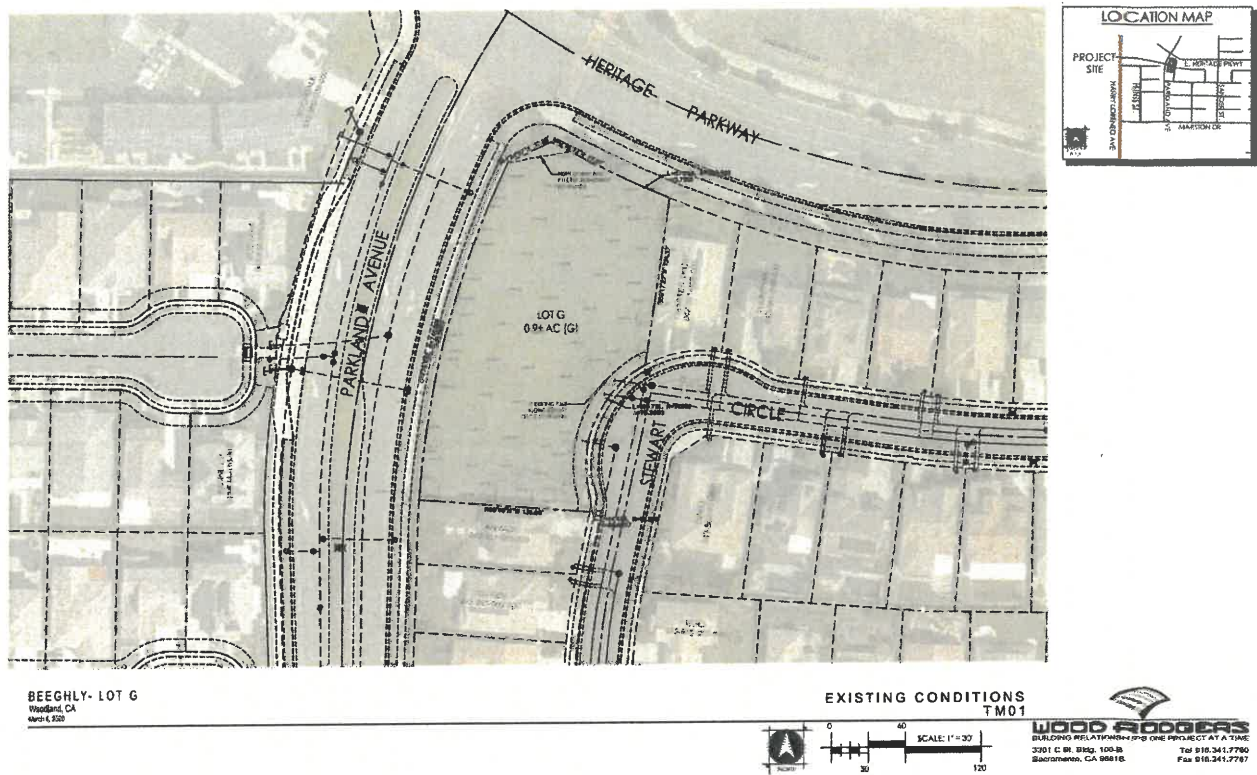
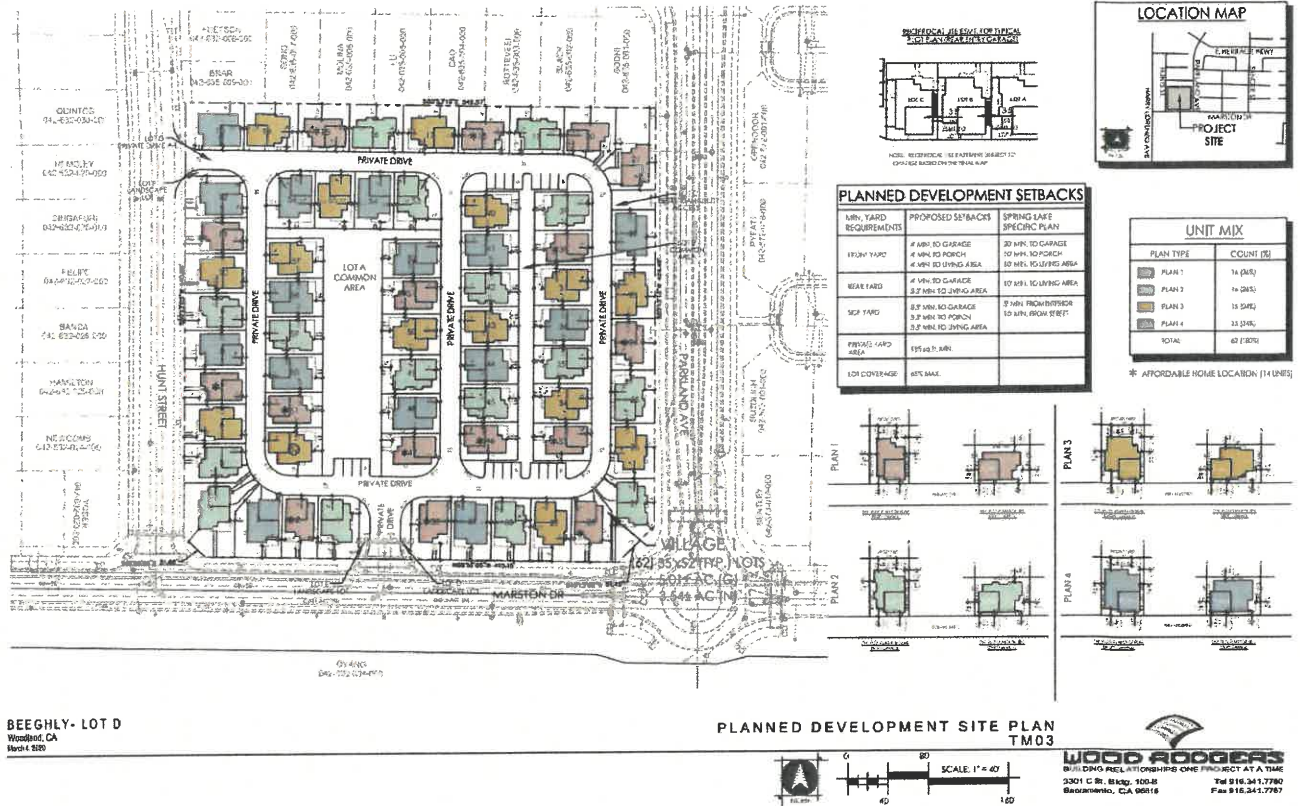


Exhibit B

BN 40293537v6
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EXHIBIT "C"

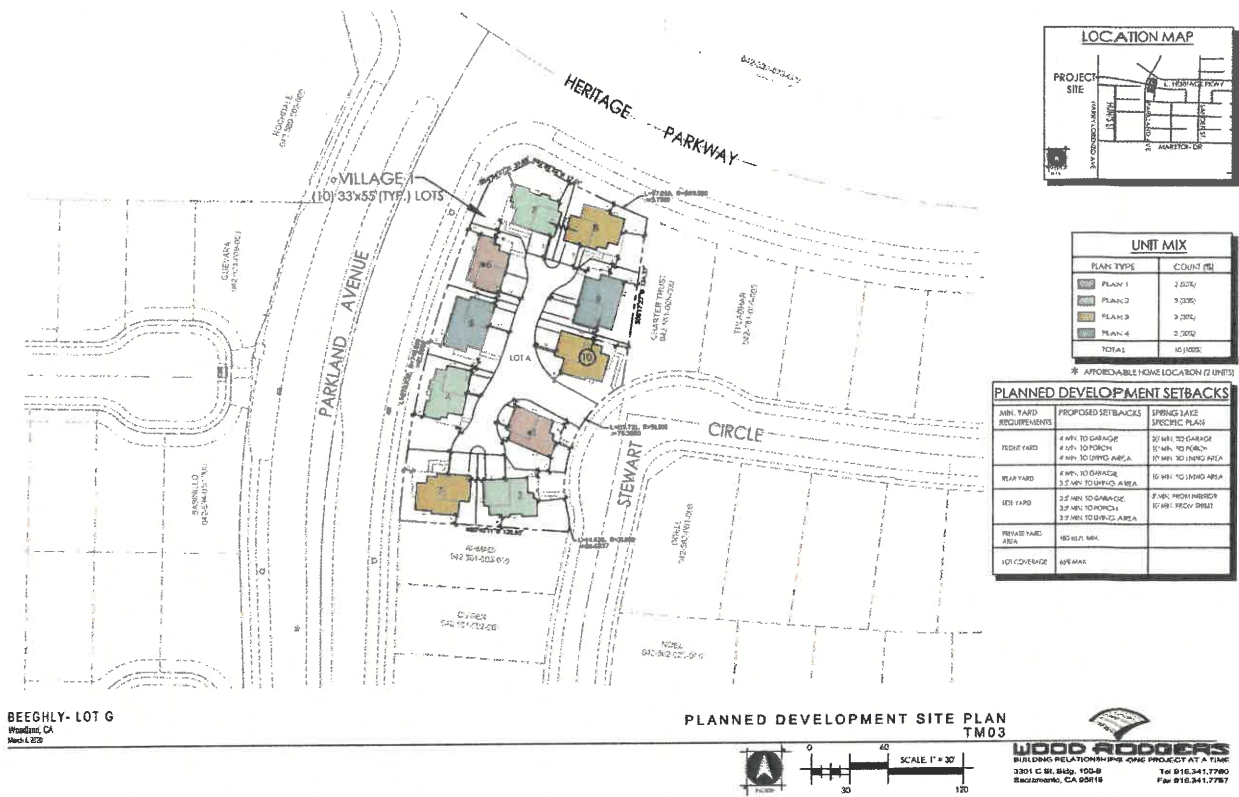
(Development Plan Lot D and Lot G)



Planned Development Site Plan - Lot D

Exhibit C

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Planned Development Site Plan Lot G
(As amended per the conditions of approval)

Exhibit C

BN 40293537v6
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EXHIBIT D
BEEGHLY RANCH
PROJECT CONDITIONS OF APPROVAL
LOT D AND LOT G
TSM Nos. 5196 AND 5197
10.20.20

GENERAL CONDITIONS

1. Project Approval. The Beeghly Ranch R-15 project (Lot D and Lot G) shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the October 6, 2020 City Council staff report, as approved by City Council, for the Beeghly Ranch Lot D and G project as proposed by the applicant TL Partners X LP, except as modified by these conditions of approval. The Project approval includes a, Zoning Amendment, Planned Development Overlay, Conditional Use Permit, Site Plan, Design Review, Tentative Maps 5196 and 5197, and an amended and restated Development Agreement.
2. Development Agreement. The Development Agreement between the City of Woodland and TL Partners X LP, as approved by City Council on (Month) (Day), 2020, is fully enforceable.
3. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
4. Deed Disclosures. Deed Disclosures that satisfy Spring Lake Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
5. Informing Agencies & Subcontractors. Secure approval and satisfy applicable requirements of all agencies of jurisdiction. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

6. Construction Impact Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
7. Home Owners Association (HOA) Formation Documents and Conditions, Covenants and Restrictions (CC & Rs). Prior to approval of the first final map submit, three (3) copies of the Homeowners Association Formation documents CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - a. Recreational vehicle parking is prohibited.
 - b. Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - c. Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - d. The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
 - e. Maintenance of privately owned streets, street lights, and storm drainage.
8. Landscape Maintenance Agreement. The applicant/HOA shall enter into a recorded landscape maintenance agreement with the City of Woodland. The landscape maintenance agreement shall run with the property. The operating agreement shall provide for the continual maintenance of the property in a neat and tidy manner, landscape maintenance and replenishment of plants. A copy of the recorded landscape maintenance agreement shall be provided to the Planning Division to be kept on file prior to Certificate of Occupancy.
9. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions

contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

10. Affordable Housing. The project is responsible for providing 17 low-income affordable units. Prior to approving the final map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the Spring Lake Affordable Housing Plan consistent with the terms for providing affordable housing set forth in the project Development Agreement Section 4.8.
11. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Spring Lake Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
12. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Spring Lake Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
13. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Spring Lake Development Regulations 2.7, 6.23 and 6.37.

COMMUNITY DEVELOPMENT

14. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
15. Design Review. The site shall be developed and maintained in accordance with the approved plans as part of the Beeghly R-15 Project for lots D and G, which include architectural elevations, exterior materials and colors, conceptual landscape, site and floor plans. Should there be a change in the plans, the change shall be described and provided in writing to be evaluated by the Community Development Director to determine general

consistency with the Spring Lake Specific Plan Design Standards and Planned Development Standards. All exterior changes beyond those stated in the original approval will require staff level design review.

16. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.
17. Final Plan Set. Prior to the issuance of building permits, the applicant shall include a Final Plan Set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s). All plans, including site, grading, civil, mechanical, street improvement, landscaping, and architectural elevations shall be coordinated for consistency prior to issuance of permits.
18. Setbacks and Lot Standards/Planned Development Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan and the approved Planned Development standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.
19. Lot D North Boundary Setback. The applicant shall revise the plans as necessary to provide a minimum 10 foot setback for units along the north property boundary. The Planned Development Map and standards shall be modified accordingly prior to issuance of the first building permit.
20. Driveway Entrances. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrances behind the sidewalk and shall be a minimum 10-feet in width.
21. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP). The project meets all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.
22. Photovoltaic Panels. The project shall meet all State and Energy Code requirements.
23. Pigeon Proofing. All roof top mounted solar installations shall have Pigeon screens installed prior to certificate of occupancy.
24. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current State Standards. Garages shall have adequate ventilation as required for vehicle

charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.

25. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
26. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - a. Locations, size and quantity of all plant materials.
 - b. A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - c. Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - d. Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - e. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
 - f. Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.
27. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinances, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
28. Parking and Traffic Calming for Lot G. Applicant shall provide additional on-site parking as well as traffic calming as appropriate for Lot G subject to the review and approval of the Community Development Director.
29. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.
30. Shade Tree Planting. Owner shall endeavor to plant larger canopy shade trees adjacent to uncovered parking stalls.

31. Street Tree Master Plan. A Final Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Approved Street Tree list and shall be reviewed and approved by the Community Development Department and the City's Community Services Department, Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection. Trees shall be a minimum of 15-gallons in size.
32. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to allow to the extent possible that each lot can maintain one street tree without conflict. Coordination in the placement of all utilities in relation to street trees shall be required. A Plan set illustrating tree and utility placement will be required prior to issuance of building permits.
33. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought –tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
34. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Spring Lake Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
35. Light Pole Location. Light poles shall not conflict with planting or shade trees throughout the site. OWNER shall submit plans for review and approval prior to issuance of final map. Street lights proposed for the interior of the project will have a unique design separate from Spring Lake and will be LED with upper dark sky compliant shielding.
36. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed.
37. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a semi-transparent or opaque water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

38. Fencing Plan. Prior to issuance of building permits submit a final fencing plan shall be submitted for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, interconnecting walkways and paths and accent fencing. Fencing plan shall demonstrate adequate fencing design along property lines that abut existing homes. Fencing along property boundaries shall be six-feet in height as measured from pad grade elevation on the highest side.
39. Privacy Perimeter Walls along Pioneer/Parkland Avenue. Masonry privacy wall along Pioneer Parkland shall be consistent in design and material with existing walls on Pioneer/Parkland Avenue and the existing wall design directly north of the project site. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Sound wall, landscaping and construction of the public improvements shall occur concurrently with adjacent development.
40. Entry Signs. One entryway sign shall be provided at adjacent to a project entry for LOT D. A design specification for these signs shall be prepared for review as part of the landscape plans with public improvements and approval by the Community Development and City Engineer prior to acceptance of the final map.
41. Stucco Texture. A light sand finish stucco texture shall be utilized on all homes and window trim (no lace texture).
42. Pigeon Screens. Prior to Certificate of Occupancy, applicant shall install pigeon proof screens around all roof-top solar installations.

MITIGATION MEASURES

43. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as adherence to the Yolo HCP/NCCP, any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations. This includes a pre-construction survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).
44. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan.
45. Ground Nesting Raptor Survey Mitigation Measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then mitigation measures 4.5-3(b-d) of the Spring Lake Specific Plan Mitigation Monitoring

Plan shall be followed. Survey results are valid only for the season when construction activity occurs.

46. Pre-construction Nest Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1- September 15). The survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.
47. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report.
48. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy-duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
49. Mosquito Vector Control. Prior to each construction season, each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
50. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
51. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
52. Off-site Improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
53. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
54. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of **\$50** (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued

for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

DEVELOPMENT ENGINEERING

Roadways

(LOT D)

1. The applicant shall replace all cracked and broken sidewalk along project frontages.
2. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.
3. New entrances to project site shall use city standard commercial driveways, additional at-grade roadway entrances beyond the existing access off Marston will not be permitted. If onsite grades do not work because of the difference in elevation between the two driveways, the at-grade road driveway at Marston shall be removed and reinstalled with commercial standard driveway.
4. Private Roadways shall be constructed to City structural sections, with a minimum of 4" AC over 12" AB.
5. For any utility installation (including storm drainage) that requires trenching in Hunt Drive, Marston Drive, or Parkland Avenue, plans shall meet the requirements for streets moratorium and trench repair per City standards.
6. The applicant shall install up to two speed cushions (speed humps) on Hunt Street, subject to review and approval of the City Traffic Engineer.
7. Prior to submittal of the final map, the Applicant shall work with the City to design and install traffic calming speed humps on Hunt Street subject to review and approval of the City Engineer.

(LOT G)

8. The applicant shall replace all cracked and broken sidewalk.
9. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.
10. Entrances to project shall use city standard commercial driveways, at-grade roadway entrances will not be allowed.
11. Private Roadways/Alleys shall be constructed to City structural sections, with a minimum of 4" AC over 12" AB.

12. For any utility installation (including storm drainage) that requires trenching in Stewart Circle, plans shall meet the requirements for streets moratorium and trench repair per City standards.
13. Prior to submittal of the final map, the Applicant shall work with the City to design and install appropriate traffic calming subject to review and approval of the City Engineer.

Easements and Right of Way

14. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
15. A seven (7) foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
16. Final map shall dedicate easements to allow connection of sewer, water, storm drain facilities across parcels and vehicular and pedestrian access, so that each parcel may attach to the public system. Easements may be dedicated through one of the following mechanisms:
 - a. A legally binding CC&R document, reviewed and approved by the City and recorded on the title of the land;
 - b. Prior to approval of the final map the applicant shall enter into an Agreement for Conveyance of Easements and record it against the property. The map shall reference the agreement; or
 - c. A statement on the map as follows “We hereby reserve easements for reciprocal private access, drainage, utilities, and maintenance, on, over, and across Parcels D and G these easements shall bind and insure to the benefit of the heirs, administrators, executors, and successors of the grantors and are for the benefit of each of Parcels so described.”

Landscaping

17. All public landscape areas shall connect to onsite water service, meter and irrigation system.
18. Public and private landscape shall be irrigated and maintained by the Homeowners Association for the project. Applicant shall enter a Landscape maintenance agreement with the City.
19. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed.
20. Trees within the Public Landscape strip shall be irrigated per City of Woodland Standards

via connection to onsite water service, meter, and irrigation system. City will maintain the trees within the public landscape areas.

Wastewater and Sewer Collection System

21. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
22. Sewer facilities throughout the project shall be publicly owned and maintained up to and including the service cleanouts. All publicly owned and maintained sewer facilities shall be within a public utility easement. Privately owned sewers shall be designed to City standards.
23. Sewer Mains shall be 8" in diameter and constructed to public/City standards.
24. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral and clean out required for each parcel, in accordance with City of Woodland standards.
25. The Tentative Map Utility Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
26. Abandon all unused stubs to the property per city standards.
27. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

Storm Water

28. A drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention or retention facilities, channel modifications, and/or equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Community Development Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.
 - a. The Drainage study shall use most current rainfall data at the time of preparation of grading plans.
 - b. Note this study may show the need to increase the pad heights that are shown on the preliminary grading plan.

29. Storm drain systems shall be private and the responsibility of the HOA. Private ownership and maintenance responsibilities shall terminate at the first connection point (manhole or inlet) to the City's system within a public street. Privately owned lines shall be constructed to City standards. (Note: connection day lighting at the driveway is not possible or permitted, connections will need to be at a manhole in the street.).
30. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only, final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.
31. Abandon all unused stubs to the property per city standards.

Storm Water Quality Control

32. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP approved by the City Engineer.
33. Prior to Building Permit Owner shall submit post construction work sheet in accordance with Appendix 8 of the City's Post Construction Standards Manual to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards.
34. OWNER may reference the City's Post Construction Standards Manual on the web.

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

Water Infrastructure

35. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
36. Water mains, water laterals, and water meters throughout the project shall be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities shall be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities shall be constructed in accordance with City Standards..
37. City approved backflow devices shall be installed by owner between the public water mains and the onsite private system. Backflow devices shall be installed by Owner at or near the property lines.

38. The Tentative Map Utility Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
39. Abandon all unused water taps to the property per city standards.
40. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
41. The project shall have a separate metered water service that is solely for the landscape irrigation system.
42. The project shall connect to the existing recycled water main with a stub for future irrigation service for park strips on Marston and Hunt Streets. Recycled water will be available within the next 3-4 years, so current irrigation service shall be connected to the potable water main, but should be designed so that the system can be easily converted to recycled water at a time when the service is available. Recycled water service may be bored under the existing roadway.

Grading

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

Fees

46. The Owner shall pay all fees as identified in the Development Agreement for this project.
47. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.

48. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
49. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

General Conditions

50. Other than on-site street width, all civil improvements for water, sewer, storm, electrical, roadway sections, markings, and appurtenances shall conform to City Standards.
51. Prior to final map the applicant shall submit and have approved, a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
52. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
53. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
54. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
55. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
56. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study (applicable mitigation requirements still under review by staff).
57. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, and landscaping improvements.
58. Submit an application for reapportionment of assessments with the parcel map or subdivision map.

59. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
60. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
61. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
62. Map shall be forwarded to YCTD and comments are to be incorporated into the final tentative map.
63. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact the Environmental Resource Analyst, at (530) 661-2063 for more information.
64. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
65. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

BUILDING

66. This project must meet all criteria and mandates for these City Adopted codes or the most current code:
 - a. 2019 California Residential Code
 - b. 2019 California Building Code
 - c. 2019 California Plumbing Code
 - d. 2019 California Mechanical Code
 - e. 2019 California Electrical Code
 - f. 2019 Building Energy Efficiency Standards
 - g. 2019 California Green Building Code
 - h. The Code of the City of Woodland
67. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit be issued.
 - i. Recycle plan is required at time of permit issuance along with a \$1000 deposit.
 - j. Prior to any demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
68. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.

69. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
70. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
71. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
72. Because this project is located in an area known to contain expansive soils and per Woodland General Plan Policy document, Part II, Policy 8.A.9, **“The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil.”** And per CBC 1808.6, footings or foundations for buildings founded on expansive soils shall be designed in accordance with CBC 1808.6.1 **and for concrete slab-on ground foundations** the design shall be in accord with CBC 1808.6.2 and PTI Standard Requirement for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WR/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California register Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6.

FIRE PREVENTION

73. Minimum turning radius for all fire apparatus access roads shall be minimum of 20' inside, 40' outside.
74. Fire apparatus access roads shall have an unobstructed width of 20 feet or 12 feet for divided roadways.
75. As proposed width is 20-feet, no parking shall be allowed on either side of the internal roadway.
76. Residential fire sprinklers shall be designed and installed per NFPA 13D
77. Fire hydrant fire flow and spacing shall be designed and installed per 2016 CFC

EXHIBIT “E”

(Project Fees)

10.20.2020

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

Development Impact Fees for the following categories and amounts are shown as of January 1, 2020, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees and payments are subject to annual CCI.

City Wide Development Impact Fees	SFD (Single Family Dwelling)	MFU (Multi-family Unit)*
General City	868	652
Fire	2,941	1,764
Library	543	406
Police	710	532
Wastewater	6,498	4,873
Water	4,949	3,712
Parks & Recreational Facilities	4,408	3,306
Roads	8,562	3,509
MPFP Admin Fee (.75%)	220	131
Storm Drainage Facilities	Included in SLIF	Included in SLIF
Subtotal	29,699	18,895

*Units 1,450 square feet or less may be charged at the Multi-Family rate per the Public Facilities Fee Program Administrative Guidelines.

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$48,687 and MF \$32,133 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$540 for MFU;
- Public transit capital fee of \$216/DUE for the construction of transit capital improvements;
- Public transit operations fee of \$36 for MFU;
- Fiscal Deficit mitigation fees of \$1,050 for MFU; and

Exhibit E

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- The Project's prorated share of the Habitat Monitoring and Farming Education Fees, amount to be determined at final map, estimated \$40 per MF unit

SLIF AND GENERAL PURPOSE FEE

The Development Impact Fees set forth in this Exhibit "E" shall be charged to the Project. Exhibit "E" includes the updated SLIF adopted by CITY consistent with state constitutional and statutory requirements. If the OWNER does not provide the required number of units, then the OWNER shall pay a SLIF Shortfall fee as defined in the SLIF fee update. OWNER shall additionally pay a General Purpose Fee. When the General Purpose Fee is added to the updated SLIF, the total amount of both the General Purpose Fee and the updated SLIF shall be three thousand dollars (\$3,000.00) per Project dwelling unit. This \$3,000 fee shall be subject to annual CCI increases.

Exhibit E

Exhibit “F”
(Existing Land Use Regulations)

Applicable Laws, Codes & Ordinances:

This project is subject to several laws, codes and ordinances:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- California Environmental Quality Act (CEQA)
- Woodland 2035 Climate Action Plan (CAP)
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

Exhibit F



HOME BUILDING
LAND DEVELOPMENT

3500 Douglas Boulevard
Suite 270
Roseville, CA 95661
916.783.2300
916.783.2303 fax

Via Email

7/12/2023

Ken Hiatt, City Manager
City of Woodland
300 First Street, 2nd Flr.
Woodland, CA 95695

**RE: Pending Application for Affordable Fee Option at the Beeghly Ranch Project
(a.k.a, Revival)**

Dear Ken:

Tim Lewis Communities (TLC) thanks you in advance for your attention to this application to process an affordable fee option at the Beeghly Ranch subdivision. The spike in mortgage rates since we signed the Inclusionary Housing Agreement (IHA) in May 2021 has been untenable for us to continue building affordable units under the current agreement. Mortgage rates have increased to around 7% as of the writing of this letter as compared to 3.25% at the time of the affordable agreements execution. I would like to highlight the impact of the mortgage rate changes, review comparable affordable fees paid by a comparable project in the city, and provide an overview of costs and sales trends.

The IHA's original analysis for the sale of the 3-bedroom Plan 1 home assumed a mortgage interest rate of 3.25% and an affordable purchase price of \$447,458. At that time we had anticipated a loss in comparison to the Plan 1 market rate unit of approx. \$69,541 per unit (\$517,000 <less> \$447,458). Since the execution of the IHA, the mortgage rates have increased to 7%+/-, which has driven the required affordable sales price down to \$313,668. Even after the current sales prices reductions for the Plan 1, the affordable price to market rate price difference has risen further to a \$170,232 loss (\$483,900 <less> \$313,668)*. We ask the City to take into consideration that we have sold the first three affordable units at a loss totaling \$208,624; we cannot proceed with even greater projected losses of the fourteen affordable units remaining.

TLC had verbally agreed with staff to a new fee of \$448,000 for the balance of the (14) remaining affordable units at Beegly Ranch. When considering the (3) existing affordable homes sold, we would be expected to take a total loss of \$656,623 (\$448K + \$208K). When you combine this total and divide by the original (17) affordable units required, TLC is paying \$38,625 per affordable unit. I highlight this total in comparison to a similar project named Ruby Estates, located in the same specific plan with the same zoning, which paid \$37,700 per required affordable unit per their IHA.

While sales prices have been dropping, construction costs have been increasing. As recognized by the California Construction Cost Index (published by the CA State Dept. of General Services), prices rose 13.4% in 2021 & another 9.3% in 2022. The year 2023 is trending to an approx. 7% increase in construction costs. Our in-house data shows that since the Year 2020, we have experienced an approximate 30% increase in vertical construction costs.

*As for sales prices for the Plan 1 unit, the market rate unit would have been sold for \$517,000 in May 2021, but in today's market it is offered at \$483,900, a 6.4 % decrease. In addition, when we first estimated fees for the project the cost was \$60K+/- per unit, around the time of the amended development agreement fees increased to \$80K+/- per unit, and recently we understand that there are SLIF fees that may increase the per unit costs even further.

I thank you in advance for your consideration of the above data. I am happy to respond to any further inquiries before our scheduled Planning Commission hearing on 7/20/23.

Sincerely,



J. Timothy Lewis
President

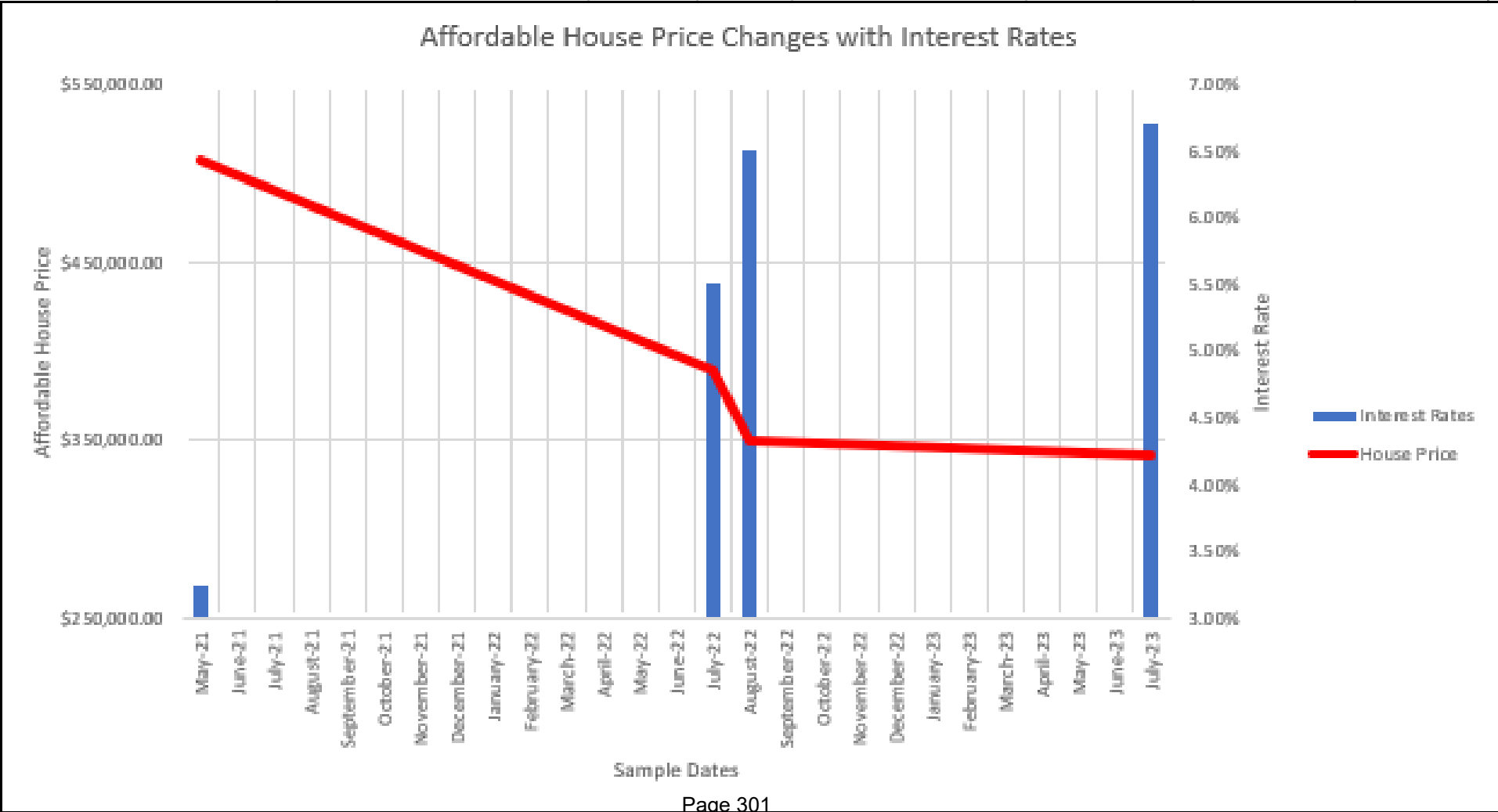
CC: Brent Meyer, Com. Dev. Director; Cindy Norris, Principal Planner

Beeghly Ranch (Revival Estates): Application to Modify Inclusionary Housing Agreement

- Tim Lewis Communities is a local private builder with over 40 years home building history in N. California based out of Roseville, CA.
- Our most recent award winning community was built on the old Sutter Hospital property in Sacramento, called Sutter Park (*including a Building Industry Assoc. award for best neighborhood of the year & Sacramento Urban Land Institute Project of the Year 2022*)
- Home prices have dropped between \$50K to \$100K since Mortgage Rate changes to 7% +/- vs. 3.25% when D.A. was signed.
- Requesting change to allow an Inclusionary Housing Fee comparable and equitable to *Ruby Estates & Parkside* (R-15 Projects) @ \$39,000/Inclusionary Unit, to be paid in lump sum to support sheltering those with the greatest need today.
- Construction Costs Increased Since Yr. 2020-2022 at a rate of 30% +/-
- Mortgage Rates at 3.25% was assumption in original IHA that determined inclusionary house price.
- Absorption rates are falling
(Sales @ 1 unit/mo currently estimated; from a 4 unit/mo typical sales rate assumption)

Revival - Beegly Ranch, Woodland, CA							
CONSTRUCTION COST INCREASE REVIEW							
Plan #	SF	Jan. 2020 Proforma Vert. Cost per SF (no fees)	Sept. 2022 Vert. Costs Per SF (no fees)	% Difference (Jan.20' to Sept.22')	Plan 1 Est. Vert. Construction Cost Yr. 2020	Plan 1 Est. Vert. Construction Cost Yr. 2022	Difference
P1	1,447	\$ 106.04	\$ 138.22	30%	\$153,446.00	\$ 200,004.34	\$ 46,558.34
P2	1,668	\$ 101.44	\$ 130.39	29%			
P3	1,760	\$ 97.48	\$ 131.47	35%			
P4	1,924	\$ 93.78	\$ 123.86	32%			
Average / SF Cost:		\$ 99.69	\$ 130.99	31%			

Sample Dates		May-21	July-22	August-22	July-23
Interest Rates		3.25%	5.50%	6.50%	6.70%
(5/2021 Orig. \$447,458) Low Income House 2023 \$CAP:		\$507,321.39	\$388,858.31	\$349,312.84	\$342,161.80
Difference from 2023 CAP Price:			\$118,463.07	\$158,008.55	\$165,159.59



AFFORDABLE HOUSING PRICE & INTEREST RATE EXHIBIT

Updated: 7-18-2023 [updated Median Income #s from City/County 2023 Update]

REVIVAL / BEEGHLY RANCH (SUB. MAPS 5196 & 5197) -**APPLICATION FOR AMENDMENT TO DEVELOPMENT AGREEMENT & INCLUSIONARY HOUSING AGREEMENT****AFFORDABLE UNITS BASED ON MAY 2021 DA:****Affordable Purchase Price Calculation (LOW INCOME EXAMPLE)**

# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2023 Income Limits)	\$83,900.00
Gross Monthly Income	\$6,991.67
Monthly Income for PI Payment	\$2,097.50
Interest Rate Assumption	3.25%
Term of Mortgage (In Months)	360
Mortgage Income can support	\$481,955.32
5% Down payment	\$25,366.07
Affordable Purchase Price	\$507,321.39

Affordable Purchase Price Calculation (LOW INCOME EXAMPLE)

# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2023 Income Limits)	\$83,900.00
Gross Monthly Income	\$6,991.67
Monthly Income for PI Payment	\$2,097.50
Interest Rate Assumption	5.50%
Term of Mortgage (In Months)	360
Mortgage Income can support	\$369,415.40
5% Down payment	\$19,442.92
Affordable Purchase Price	\$388,858.31

7/19/2023

SOURCE: City of Woodland correspondence with Dan Sokolow, dated 7/26/2022

Affordable Purchase Price Calculation (LOW INCOME EXAMPLE)

# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2023 Income Limits)	\$83,900.00
Gross Monthly Income	\$6,991.67
Monthly Income for PI Payment	\$2,097.50
Interest Rate Assumption	6.50%
Term of Mortgage (In Months)	360
Mortgage Income can support	\$331,847.19
5% Down payment	\$17,465.64
Affordable Purchase Price	\$349,312.84

Affordable Purchase Price Calculation (LOW INCOME EXAMPLE)

# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2023 Income Limits)	\$83,900.00
Gross Monthly Income	\$6,991.67
Monthly Income for PI Payment	\$2,097.50
Interest Rate Assumption	6.70%
Term of Mortgage (In Months)	360
Mortgage Income can support	\$325,053.71
5% Down payment	\$17,108.09
Affordable Purchase Price	\$342,161.80

: % used in Staff Report for 7/20/23 PC Hearing

			# of Inclusionary Housing Units:	\$46K Est. loss per Affordable Units Sold to date (due to Vert. Const. price increases)
Orig. IHA Affordable Housing Price (noted in DA Exhibit F):	\$ 447,458.67		3	\$ (138,000)
Affordable Housing Price (AT 6.7% RATE):	\$342,161.80		# of Inclusionary Housing Units:	
Afford. Unit Price Change 2021 to 2023 (Per Unit):	-\$105,296.87			
Increased Const. Cost:	-\$46,000.00			
Total:	-\$151,296.87		14	Estimated Total Losses Since Orig. May 2021 Agmt. \$ (2,118,156)
			17	\$ (2,256,156)
3-Bedroom Home Market Price (Orig. Yr. 2021):	\$ 517,000.00			
NOTE: (3) Affordable Homes Sold at \$442,545 each			# of Inclusionary Housing Units Req'd.	Total Losses as Compared to Market Rate Homes
Orig. Inclusionary Housing Agmt. Price Difference to Market Rate:	-\$69,541.33		3	\$ (208,624)
Current Inclusionary Housing Price (July 2023) Difference to Market Rate (Yr. 2021):	-\$174,838.20		14	\$ (2,447,735)
7/19/2023			17	\$ (2,656,359)

(72) Units
Status as of 8-7-2023

DEVELOPMENT PLAN BEEGHLY LOT D & G

TIM LEWIS COMMUNITIES
WOODLAND CALIFORNIA

APRIL 2021



40' 20' 0 40'
SCALE: 1" = 40'

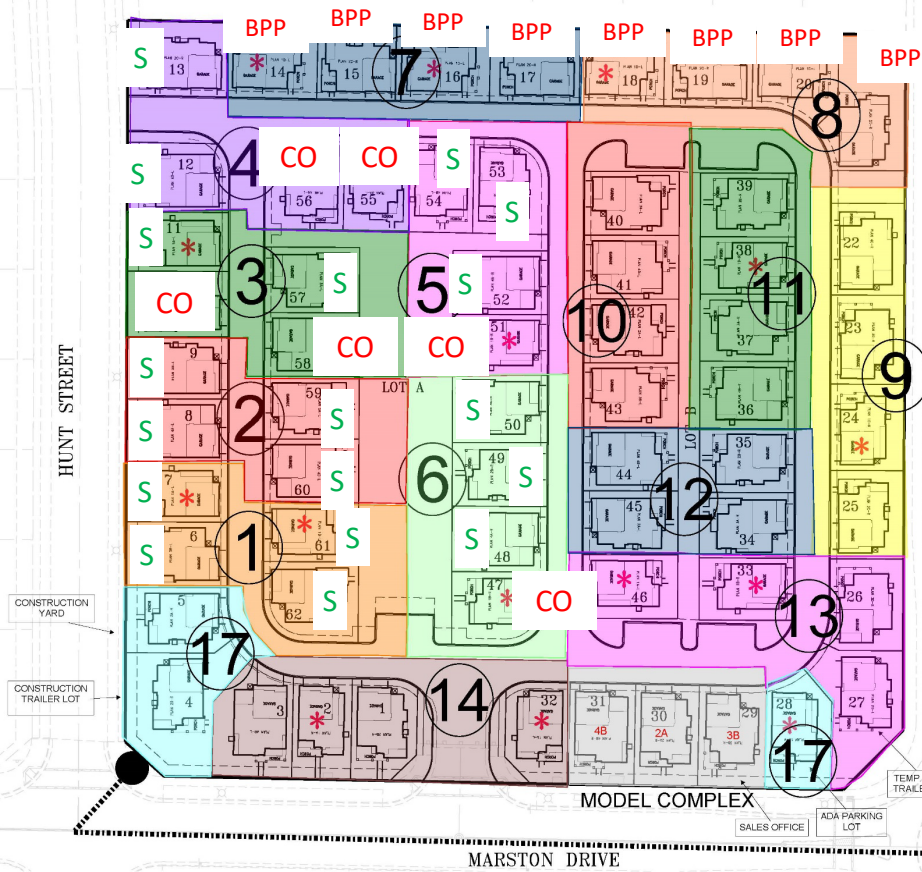
* AFFORDABLE HOME LOT

CONSTRUCTION PHASING MAP

CO = CERT. OF OCCUPANCY ISSUED (6)

BPP = BUILDING PERMIT PENDING (8)

S = SOLD UNIT (18)
(Escrow Closed)



LOT D
SETBACK REQUIREMENTS

LOT #S	SIDE	FRONT	REAR
1-12	3.5'	10'	4'
28-32	3.5'	4'	10'
13-20	3.5'	4'	4'
21-27	3.5'	4'	4'
33-62	3.5'	4'	4'

LOT G
SETBACK REQUIREMENTS

LOT #S	SIDE	FRONT	REAR
1-10	3.5'	4'	4'

WOOD ROGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 G ST., SUITE 100-B TEL 916.341.7780
SACRAMENTO, CA 95816 FAX 916.341.7767

7/19/2023

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Affordable In-Lieu Fees and City Funds Committed to Date and Units Achieved or Expected

Project	City Funds Committed	Notes
Gracewood Commons	\$900,000 (land dedication value)	Project site will result in the construction of a senior citizen rental project with 112 units for low- and very low-income households; residential yield may increase to 146 units with density bonus.
Vista del Robles	\$500,000	Funding provided from in-lieu fees to support construction of 72-unit rental project serving low- and very low-income households. (Project under construction.)
East Beamer Way Permanent Support Housing	\$1,482,000	Funding from in-lieu (\$1,222,000) and Spring Lake Off-Site (\$260,000) fees to support the construction of 61 permanent supportive housing units for extremely low-income homeless individuals. Non-City funds in support of the project include a \$679,972 grant awarded the City from Partnership HealthPlan of California and a \$15,770,467 Homekey grant awarded the City by the State. (Project owner Friends of the Mission was the co-applicant for the Homekey grant). (City funding of \$1,482,000 does not include the donation of City land for the housing development.) (Project opened in 2022.)
East Beamer Way Emergency Shelter	\$1,035,000	Funding (in-lieu fees of \$751,000, Spring Lake off-site fees of \$149,000, and use of housing assistance funds in the approximate amount of \$135,000) supported the development/construction of a new 100-bed shelter for homeless adult women and men. (City funding of \$1,035,000 does not include donation of City land for shelter and use of Community Development Block Grant resources for purchase of commercial modular trailers to provide restrooms, showers, laundry, and kitchen for the shelter operations.) (Shelter opened in 2021.)
Mutual Housing at Spring Lake	\$2,410,000	Funding provided from in-lieu (\$140,000) and Spring Lake Off-Site fees (\$2,270,000) for support of 101-unit rental project serving low- and very low-income farmworker households. (Phase 1 opened in 2015 and Phase 2 opened in 2019.)
Rochdale Grange	\$4,000,000	Funding from \$4,000,000 loan (HOME grant awarded the City) for 44-unit rental project serving very low-income and extremely low-income households. (Project opened in 2011.)
Terracina at Spring Lake	\$5,921,000	Funding from \$4,189,000 loan (HOME grant awarded the City) and \$1,732,000 land/cash donation (Spring Lake Infrastructure Fund credits and conveyance of land to City by other Spring Lake developers.) for construction of 156-unit rental project serving low- and very low-income households. (Project opened in 2007.)

Subtotal In-Lieu Fees	\$3,513,000	
Total all City Funds Subsidy	\$16,248,000	Amount does not include value of City-donated land for East Beamer Way (Emergency Shelter and Permanent Supportive Housing projects) and use of Partnership grant for Permanent Supportive Housing project.
Housing Units Expected	540	Total does not include the 100-bed shelter provided through the Emergency Shelter project and total number of housing units will increase to 574 if a density bonus is used for Gracewood Commons.

Table 1: Inclusionary Housing Requirements

	Single Family For-sale	Multifamily Rental	Multifamily For-sale
Davis (Ord 2545)	<u>Market rate SF detached</u> 25% for lots larger than 5,000 sq ft, or 15% for lots smaller than 5,000 sq ft. <u>Market rate SF attached</u> 10 % of units Allows consideration to adjust or waive requirements based on findings.	<u>Projects totaling 5-19 units</u> 15% low income 10% very low income No requirement proposed for 2023 <u>Projects totaling 20+ units</u> 25% low income 10% very low income 15% (5% very low, 5% low, 5% moderate) Proposed Allows a project individualized program Must remain affordable in perpetuity	<u>Market rate stacked condo ownership units</u> 5% of units <u>Vertical Mixed Use</u> 5% of units
Elk Grove	No inclusionary requirement; <u>subject to impact fee</u>	No inclusionary requirement; <u>subject to impact fee</u>	No inclusionary requirement; subject to <u>impact fee</u>
Folsom	10 or more units 10% [3% (50% AMI), 7% (80% AMI)]	10 or more units 10% [3% (50% AMI), 7% (80% AMI)] *these requirements only come into effect if the developer receives funding assistance from the city	10 or more units 10% [3% (50% AMI), 7% (80% AMI)]
Rancho Cordova	No percentage; Housing development fee charged on non-residential projects Requires 5%percentage of development projects be 30 units/acre or greater <u>Fee required per DA</u> Requires an Affordable Housing Plan	No percentage; Housing development fee charged on non-residential projects Requires 5%percentage of development projects be 30 units/acre or greater <u>Fee required per DA</u> Prepare an Affordable Housing Plan	Housing development Impact Fee charged on non-residential projects <u>Impact fee required</u>
Sacramento	No percentage, subject to impact fee	No percentage, subject to impact fee	No percentage, subject to impact fee
West Sacramento	10% (80% AMI)	10% [5% (50% AMI), 5% (80% AMI)]	10% (80% AMI)

	Single Family For-sale	Multifamily Rental	Multifamily For-sale
Winters	5 or more units 15% [6% (50% AMI), 9% (80% or 120% AMI depending on need)]	5 or more units 15% [6% (50% AMI), 9% (80% or 120% AMI depending on need)]	5 or more units 15% [6% (50% AMI), 9% (80% or 120% AMI depending on need)]
Woodland Chapter 15.16	General City: 10% (80% AMI), Requirements DMU, CMU, and CC zones Projects 30 units or less exempt Projects 31-80 units 5% of units (80% AMI), Projects 81+ units; 10% of units (<u>80% AMI</u>), unless developed at 95% of allowable density and then 5% (<u>80% AMI</u>),	General City: Applies to projects 20 units greater - 10% (80% AMI), Requirements DMU, CMU and CC zones Projects 30 units or less exempt Projects 31-80 units 5% of units (80% AMI), Projects 81+ units; 10% of units (80% AMI), unless developed at 95% of allowable density and then 5% (80% AMI),	General City: 10% (80% AMI), Requirements DMU, CMU, and CC zones Projects 30 units or less exempt Projects 31-80 units 5% of units (80% AMI), Projects 81+ units; 10% of units (80% AMI), unless developed at 95% of allowable density and then 5% (80% AMI),
Woodland – SLSP	10%	Density based (over 8 du/ac) 10% (80% AMI), & 20% (50% AMI) or 25% (50% AMI)	Based on density (over 8 du/ac) 10% (80% AMI), & 20% (50% AMI) or 25% (50% AMI)



Table 2: In-Lieu Fee Requirements

City	Single Family	Multifamily	Other/Non-Residential
Davis	\$75,000/ required affordable housing unit \$81,979 in 2023	\$75,000/ required affordable housing unit \$81,979 in 2023	
Elk Grove	Impact Fee: \$6,030/ market rate unit at building permit 2023	Impact Fee: \$3,617/ market rate unit at building permit 2023	Impact Fees 2023 - Commercial/retail: \$0.99/sq ft - Hotel: \$2.94/sq ft - Manufacturing: \$1.12/sq ft - Office: \$0/sq ft - Warehouse: 1.21/sq ft.
Folsom	-1% lowest price for sale unit x total # units for sale 2023 (~\$6,000/unit) -Revaluated each year, if changed by more than 10%, fee revaluated using above formula	No requirement 2023	-1% lowest price for sale unit x total # units for sale 2023 -Revaluated each year, if changed by more than 10%, fee revaluated using above formula
Rancho Cordova	Determined in a case-by-case basis with each project AHP. Current examples on larger specific plans: ~ \$2,318.62-\$6,803.23/ unit for specific plan area 2023	Determined in a case-by-case basis. Current examples: ~ \$6,803.23/ unit for specific plan area 2023	Impact fees 2023 Office \$0.97 per sq. ft. floor area Hotel \$0.92 per sq. ft. floor area Research/ Development \$0.82 per sq. ft. floor area Commercial \$0.77 per sq. ft. floor area Manufacturing \$0.61 per sq. ft. floor area Warehouse \$0.26 per sq. ft. floor area Indoor Rec Projects \$0.50 per sq. ft. floor area
Sacramento City	Impact Fee: \$3.54 - Single and duplex (less than 20 units/ac) \$0 – High density single unit and duplex (20 du/ac or more) \$1.51- du in the Housing Incentive Zone	Impact Fee: \$3.54 – Multi-unit dwellings (less than 40 du/ac) \$0 – High density multi-family (40+du/ac)	
Sacramento County	\$3.66 per market rate unit (FY 23/24)	\$3.66 per market rate unit.	

West Sacramento	Impact Fee: \$7,551/ market rate unit - Fee is reduced for infill project dependent upon density up to an 80% reduction for densities over 75du/ac) 2023 Add on administrative fee 3%	Impact Fee: \$7,551/market rate unit - Fee is reduced for infill project dependent upon density up to an 80% reduction for densities over 75du/ac) 2023 Add on administrative fee 3%	
Winters	Payment negotiated with a DA. (Varied from \$47,000 to \$82,000) \$41,000 for smaller project 2023	Payment negotiated with a DA. Varied from \$47,000 to \$82,000) \$41,000 for smaller project 2023	
Woodland	City and Developer can negotiate in-lieu fees for qualifying project	City and Developer can negotiate in-lieu fees for qualifying project	A development agreement utilized as an approved legislative tool and adopted as an ordinance.
Woodland – SLSP	Qualifying residential projects may pay an in-lieu fee in place of building affordable housing The 2020 in-lieu fee \$64,140 per affordable unit adjusted annually per *CCI. To date, Spring Lake affordable fees paid <u>per lot</u> have varied from \$2,533 to \$6,454.	No in lieu fee option Land dedication option	
Woodland General City		A \$3.00 sq.ft. fee approved in 2020 (Reso 7601)	

CCI – Construction Cost Index

July 19, 2023

Via Email Only

Members of the Planning Commission
City of Woodland
planningcommissionmeetings@cityofwoodland.org

**Re: Comment Encouraging Rejection of Staff's Recommendation for Item H.1
Spring Lake Specific Plan, Beeghly Ranch Lot D and Lot G**

To the Members of the City of Woodland Planning Commission,

I am writing on behalf of my client, Sacramento Housing Alliance, to encourage the Planning Commission to reject City Staff's proposed amendment to the Development Agreement between TL Revival, L.P. ("Tim Lewis Consulting") and the City of Woodland.

The Sacramento Housing Alliance advocates for safe, stable, accessible and affordable homes in the Sacramento region, including Woodland. SHA's vision is that everyone in the Sacramento region has a home in a healthy and inclusive neighborhood. SHA has an interest in ensuring that Woodland enforces its local affordable housing ordinance to ensure that low-income people are not segregated within communities or excluded from high opportunity areas.

In Item H.1, City Staff recommends that the City allow Tim Lewis Consulting to pay in lieu fees of \$39,000 per unit instead of building the 14 needed affordable housing units. This proposal violates the Spring Lake Specific Plan's Affordable Housing Plan ("SLSP AHP") and the Sixth Cycle Housing Element. **If the City amends the Development Agreement to allow Tim Lewis Consulting to pay in lieu fees, the SLSP AHP and Sixth Cycle Housing Element require that the developer pay \$174,650 per unit plus an administration fee.**

1. The Proposed In Lieu Fee Does Not Comply with the Spring Lake Specific Plan's Affordable Housing Plan ("SLSP AHP").

The proposed in lieu fee does not comply with the SLSP AHP because the fee amount is based on allegedly comparable in lieu fees instead of the required calculation. The SLSP AHP provides that when developing for-sale multi-family units: (a) 10 percent must be affordable to low-income households and 20 percent must be affordable to very low-income households; or (b) 25 percent must be affordable to very low-income households. (*See attached SLSP AHP*, p. 7.) Developers of R-15 sites, like the Beeghly Ranch project, may transfer the required amount of units to an R-20 or R-25 site within the SLSP. (SLSP AHP, p. 14.) Additionally, developers may pay in lieu fees for for-sale residential projects when the City determines that it is not feasible or suitable for the project to have on-site affordable units. (SLSP AHP, p. 18, amended in 2014 to remove the 50 unit exception.)

If the developer is paying in lieu fees, the City must use a specific methodology to calculate the in lieu fee amount. Put simply, the City must (a) determine the "Affordability Gap" by subtracting the affordable purchase price for a low-income household from the appraised market value of the unit; (b) multiply the "Affordability Gap" by the number of affordable units required; and (c) add an "Administration Fee," which is calculated based on the "Affordability Gap."

Here, Tim Lewis Consulting transferred the very low-income obligation to an R-25 site and built 3 of the required low-income units, which leaves a remaining obligation of 14 low-income units. (*See Staff Report*, pages 4-5.) If the City had used the required calculation, the in lieu fee would be \$174,650 per unit, or \$2,445,100 for the entire development.¹ The City's proposed in lieu fee of \$39,000 per unit, or \$546,000 for the entire development, is four and a half times lower than the amount required pursuant to the SLSP AHP calculation. Thus, the proposed amendment to Tim Lewis Consulting's Development Agreement does not comply with the SLSP AHP and the City cannot approve it. (Government Code Sec. 65867.5; see also *Citizens for Amending Proposition L v. City of Pomona* (2018) 28 Cal. App.5th 1159, 1186-1187.)

¹ The \$174,650 in lieu fee was calculated using the following:

- \$368,000 as the affordable purchase price for a low-income household. This number was calculated using the following information: (a) The median income for a low-income family of 4 in Yolo County is \$79,300; (b) \$2,665 is the maximum monthly affordable mortgage a low-income family can afford to pay using 30% of gross income ($\$79,300 \times 0.30$); (c) today's best mortgage rate for a 30 year fixed loan is 6.36% (the national average is 7.24%); and (d) 10% of the home price would be paid as a down payment.
- \$542,650 as the appraised market value of the unit. This number is the average market value of the homes listed on Tim Lewis Communities' website for this project, which lists base home prices for the four floor plans at \$517,900, \$535,900, \$546,900, and \$569,900.

2. The Proposed In Lieu Fee is Inconsistent with the Housing Element of the General Plan.

The proposed in lieu fee is inconsistent with the Housing Element because the City incorporates the affordable housing requirements of the SLSP into the Housing Element. The City adopted its Sixth Cycle Housing Element, Version 2 on March 21, 2023. The Housing Element contains the City's policies, programs, and goals related to housing from 2021-2029. In the Housing Element, the City commits to continuing to "require the provision of affordable housing as a component of market-rate projects, as codified in Chapter 15.16 of the municipal Code [and]. . . implement the affordable housing requirements of the Spring Lake Specific Plan as applicable." (Housing Element, p. 22.)

The legality of virtually any local land use decision affecting land use and development requires consistency with all elements of the General Plan, including the Housing Element. (See Cal. Gov't Code 65009.) A project is inconsistent with a general plan if it conflicts with a general plan policy that is fundamental, mandatory, and clear. (*Endangered Habitats League v. County of Orange* (2005) 131 Cal.App.4th 777.) As noted above, the SLSP allows for in lieu fees under certain circumstances, but requires the City to calculate the in lieu fees using the specific methodology outlined in the SLSP AHP. The City's recommendation is based on neither the SLSP AHP calculation nor any other lawful methodology. Thus, the proposed amendment to Tim Lewis Consulting's Development Agreement is inconsistent with the Housing Element's clear policy that the City implement the affordable housing requirements of the SLSP AHP.

Further, fair housing laws, including Housing Element law, require cities to affirmatively further fair housing. (Cal. Gov. Code § 8899.50; Cal. Gov. Code § 65583.) This means that the City must take deliberate actions to foster inclusive communities through fair and equal housing choice by establishing policies to address disparities in housing needs, access to opportunity, and patterns of racial and ethnic segregation. (Cal. Gov. Code § 8899.50.) The Housing Element identifies Spring Lake as an area of moderate opportunity, with schools, parks, grocery stores, and transportation nearby. But, if the City adopts City Staff's proposal, there would be fewer low-income units in this area and illegally low in lieu fees that will not facilitate the production of the 14 forgone units within Spring Lake. Thus, the proposed amendment impacts the City's ability to affirmatively further fair housing and comply with the Housing Element.

3. Conclusion

Thank you for your time and attention to this important matter. We encourage the Planning Commission to reject City Staff's proposed amendment to Tim Lewis Consulting's Development Agreement and propose an amendment that complies with SLSP AHP, the Housing Element, and fair housing laws. If you have any questions or concerns, LSNC and SHA are happy to discuss these comments in more detail. You can contact us by phone or email at 530-662-1065, bmansell@lsnc.net, ameyer@lsnc.net, and executivedir@sachousingalliance.org.

Sincerely,

Brielle Mansell

Brielle Mansell

Acting Managing Attorney

Alysa Meyer

Alysa Meyer

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CITY OF WOODLAND
SPRING LAKE SPECIFIC PLAN
AFFORDABLE HOUSING PLAN

I. INTRODUCTION

The purpose of this Affordable Housing Plan (Housing Plan) for the Spring Lake Specific Plan (SLSP) is to provide more detailed procedures and guidance for developers, city staff, real estate agents and brokers, and land owners to implement the affordable housing requirements and policies of the SLSP. Page 3-10 of the SLSP states that the goal of the Housing Plan is to indicate how a fair share of the Affordable/Special Needs Housing obligation within the Plan will be satisfied by each Residential Project/Subdivision. The SLSP requires that this Housing Plan be prepared and submitted to the City before approval of the first tentative map within the SLSP area. Regulation 3.1 of the SLSP specifies that the Housing Plan include the following:

- Requirement that areas for land donation and/or other sites for construction of affordable housing be identified as part of the tentative map application for each property.
- Documentation of how the numbers and required affordability of units will be met.
- Criteria for size and design of units to meet Special Needs Housing.
- Mechanisms for ensuring affordability for the longest feasible period of time. Multifamily rental units must be permanently affordable. For-sale units shall be affordable for the longest feasible period of time.
- Documentation of substantial compliance with the Affordable Housing Ordinance.
- Mechanisms for reservation, protection, and disclosure of lots for Affordable Projects.
- Establishment of an “Off-Site Affordable Housing Fee” program to be charged on all single family market-rate units (2,579), of a sufficient dollar amount to result in the development (acquisition and construction) of 74 additional multifamily (apartment) units comprised of 49 low income units (66.5 percent) and 25 very low income units

(33.5 percent). See the “Off-Site Affordable Housing Fee” chapter of this plan for further details.

Pages 3-11 to 3-13 of the SLSP also list housing regulations 3.2 through 3.15, which provide further elaboration of the citywide goals and policies of the General Plan Housing Element and the Affordable Housing Ordinance as they relate to the affordable housing plan for the Spring Lake Specific Plan Area. These regulations are further addressed within the provisions of this Housing Plan. Following the adoption of this Housing Plan, a reference matrix for these regulations will be created and made available as an appendix to this Plan.

II. DEFINITIONS

“Affordable” means a unit provided at an affordable rent or affordable housing cost.

“Affordable Housing Cost” for a purchaser means the monthly amount that is affordable to low or very low-income household. The method for calculating Affordable Housing Costs is demonstrated in Appendix C. This definition of Affordable Housing Cost is intended to reflect the meaning set forth in Health and Safety Code Section 50052.5, as that section may be amended from time to time.

“Affordable Housing Ordinance” means Chapter 6A, Affordable Housing of the City of Woodland’s City Code.

“Affordable Purchase Price” means the maximum sale price a Qualified Purchaser may be required to pay for the Affordable Unit, as determined in accordance with the provisions of this Housing Plan.

“Affordable Rent” means the monthly rent that is affordable to a low or very low-income households. For the purposes of this Housing Plan, Affordable Rent shall be calculated using 50% of Area Median Income for very low-income households and 80% for low-income households, adjusted for household size. The method for calculating Affordable Rent is included in Appendix B of this Housing Plan. This definition for Affordable Rent is intended to reflect the meaning set forth in Health and Safety Code Section 50053, as that section may be amended from time to time.

“Area Median Income “ has the definition set forth in Section 50093 of the California Health and Safety Code, as that section may be amended from time-to-time.

“City” means the City of Woodland.

“City Manager” means the Woodland City Manager or his or her designee.

“Community Development Director” means the Director of the Woodland Community Development Department or his or her designee.

“Developer” means the owner of any real property upon which a residential project is to be constructed and/or the applicant for development of any such project.

“Dwelling Unit” or “unit” means one room or a suite of two or more rooms designed for, intended for, or used by one household as their principal residence, which household lives, sleeps and cooks therein, and which unit has at least one kitchen or kitchenette.

“For-sale units” means those dwelling units developed as part of a residential or mixed-use project which the developer intends will be offered for individual sale or which could be offered for individual sale, including but not limited to detached homes, duplex units, condominiums, and cooperatives.

“Gross income” means “gross income” as defined in 25 CCR Section 6914 or any successor thereto.

“Housing Plan” means the Spring Lake Specific Plan Affordable Housing/Special Needs Housing Plan.

“Inclusionary unit” or “unit” means a dwelling unit developed pursuant to an Inclusionary Housing Agreement to satisfy the requirements of this chapter, including for-sale units available at an affordable housing cost, and multifamily rental units available at an affordable rent.

“Inclusionary Housing Agreement,” “Regulatory Agreement,” or “Agreement” means the agreement between the developer or owner of a residential project and the City that contains specific plans for implementing the affordable housing requirements of the SLSP and the Housing Plan for the specific project.

“In-lieu fees” means a fee paid to the city housing fund to facilitate the construction of very-low and low income housing in the Spring Lake Specific Plan area.

“Low and Very-Low Income” means those income levels determined periodically by the U.S. Department of Housing and Urban Development based on the Yolo County Primary Metropolitan Statistical Area (PMSA) median income levels adjusted for family size. A Low-Income household shall be a household earning over fifty and less than or equal to eighty percent of the PMSA median, adjusted for family size. A Very-Low Income household shall be a household earning less than or equal to fifty percent of the PMSA median adjusted for family size. (SLSP, p. 3-3)

“Market-rate unit” means a unit not restricted to an Affordable Housing Cost or Affordable Rent.

“Moderate-Income” means the income level determined periodically by the U.S. Department of Housing and Urban Development based on the Yolo County Primary Metropolitan Statistical Area (PMSA) median income levels adjusted for family size. A moderate-income household shall be a household earning over eighty and less than or equal to one hundred twenty percent of the Yolo County PMSA median, adjusted for family size.

“Monitoring Agreement” means a contract entered into by the City and each developer or owner of affordable units to ensure continuing compliance with the Inclusionary Housing Agreement.

“Multifamily rental units” means those multifamily dwelling units developed as part of a residential project which the developer intends will be offered for rent or which are customarily offered for rent.

“Notice of intent to sell” means the notice provided by owners of for-sale units to the housing authority of their intent to offer their unit for sale. The covenants recorded against the property on which the unit is located shall provide that the owner shall provide a notice of intent to sell in the manner prescribed in this chapter.

“One location” means all adjacent land owned or controlled by the same owner, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road, or other public or private right-of-way.

“Owner” includes a person, persons, firm, partnership, association, joint venture, corporation, or any public or private entity or entities or the owner's agent or assignee.

“Qualified Purchaser” means a person or household approved for ownership of an Affordable Dwelling Unit by the Community Development Director in accordance with the provisions of this Housing Plan.

“Residential lot” means any parcel of land created with the intention that it will be used for the development of a dwelling unit.

“Residential Project” or “Project” means any project involving the construction of two or more dwelling units at one location and requiring the issuance of a building permit, including in the aggregate all dwelling units or residential lots for which discretionary approvals have been applied for from or granted by the city within the preceding twelve months.

“Special Needs Housing” means housing for certain disadvantaged groups, including but not limited to, seniors, disabled, and homeless persons or families.

III. AFFORDABLE HOUSING REQUIREMENTS FOR DEVELOPMENTS IN THE SPRING LAKE SPECIFIC PLAN

GENERAL REQUIREMENTS

Overview

The Spring Lake Specific Plan specifies requirements based on unit type as follows:

Single-family units: The Plan requires 10 percent of single-family units to be affordable to Low-Income households.

Multifamily units: The Plan requires that 10 percent of all multifamily units be affordable to Low-Income households and that 20 percent be affordable to Very-Low Income households, or that 25 percent of the units are affordable to Very-Low Income households.

In addition, there is an Off-Site Affordable Fee requirement for the development of 74 multifamily affordable apartment units (49 low income and 25 very low income) outside the Spring Lake Specific Plan area.

INCLUSIONARY HOUSING AGREEMENT

The Inclusionary Housing Agreement, or Regulatory Agreement, is the means by which the City ensures that a Project complies with the applicable affordable housing requirements. An Applicant shall enter into a written Inclusionary Housing Agreement with the City that specifically sets out the manner in which affordable housing obligations will be met under the terms of the SLSP and the SLSP Housing Plan.

Inclusionary Housing Agreement

The Inclusionary Housing Agreement shall be executed by the Applicant and the City. The Applicant's proposed tentative map will be subject to the conditions of the Inclusionary Housing Agreement that will be completed and signed prior to approval of the Applicant's final map. The Agreement shall contain all the applicable information identified in the Agreement Checklist (see below).

This Agreement must include an acknowledgment that the Applicant received a copy of the Affordable Housing Ordinance, the SLSP and the SLSP Housing Plan. Moreover, the Agreement must obligate the Applicant to provide a copy of this Agreement to anyone to whom the subject residential lot(s) are transferred or sold.

Final Inclusionary Housing Agreement

The Applicant and City shall enter into a Final Inclusionary Housing Agreement for the subject residential lot(s) on which a residential project(s) will be developed. This Agreement shall be approved and executed by the parties prior to the City approving the Applicant's final map pertaining to the subject residential lot(s) or residential project(s). The Final Inclusionary Housing Agreement shall provide assurances satisfactory to the City Attorney, Housing Specialist, and City Finance Director of the Applicant's obligation and capacity to meet the affordable housing obligations under the Specific Plan and this Housing Plan. The Final Inclusionary Housing Agreement shall also include all applicable and necessary information and obligations including, but not limited to, those items listed in the Agreement Checklist below. A memorandum of this Agreement shall be recorded with the Yolo County Recorder's office.

Agreement Check List

The Inclusionary Housing Agreement shall contain the following information:

- Location, zoning designation and ownership of the Residential Project;
- The number of Affordable Dwelling Units that the Applicant is responsible to provide;
- The exact location of the Affordable Dwelling Units (i.e., identify specific lots for affordable For-Sale Units and site/parcel for Multifamily Rental Projects);
- The income levels of the affordable Dwelling Units (i.e., number of units Affordable to very-low income households and number of units affordable to low-income households);
- The Dwelling Unit mix and square footage of the Affordable Dwelling Units as compared to Dwelling Unit mix and square footage of the Market-Rate Units;

- Term of affordability for the Affordable Dwelling Units;
- Scheduling and phasing of construction of affordable Dwelling Units;
- Identification of Applicant-funded subsidy or financial assistance, if any, for affordable For-Sale Units;
- Affirmative marketing plan that ensures outreach to income-eligible households regarding the availability of Affordable Dwelling Units. Such affirmative marketing shall at least include advertising in the local newspaper and sending notices to local government and nonprofit agencies that serve very-low and low-income persons and families. The City shall maintain an updated list of these agencies.
- Specify if any or all of the Affordable Dwelling Units will be Special Needs Housing for either seniors, disabled, homeless persons or other special needs population and, if so, the unique features or services that are appropriate for that special needs population. The City will participate in securing funding for those projects that provide Special Needs Housing units. The City's Special Needs Housing demand will be addressed as guided by the Housing Element, and based on any new information regarding increased need or demand for Special Needs Housing as it becomes available from the Census or other sources.
- Detailed description of For-Sale Affordable Units, if different than Market-Rate Units, including floor plan and list of amenities and features of the unit.

In addition, the Inclusionary Housing Agreement shall include the following terms:

- Assurances, to the extent feasible, that the Affordable Dwelling Units will be constructed concurrently with, or prior to, Market-Rate Units in the Residential Project. If the affordable housing obligation is to be satisfied by Land Dedication or by a separate third party development agreement (such as an affordable housing developer) and it is not feasible to develop the Affordable Units prior to or concurrently with the Market-Rate Units, the Agreement must identify the specific Residential Lots on which the Affordable Units will be developed. As stated in regulation 3.2 of the SLSP, single family developers who construct the required

affordable units concurrent with their base development shall receive an automatic 100 percent waiver of all Building plan check fees (not impact fees) for the Affordable Units (this excludes re-inspection fees).

- Affordable Rental Dwelling Units shall be dispersed throughout the Residential Project and shall be indistinguishable from Market-Rate Units within any Project, including identical quality and amenities as the Market-Rate Units. As stated in Regulation 3.11 of the SLSP, the affordability requirement for each Residential Project is to be met on the project site to the greatest feasible degree. Similar units, for the purposes of meeting the affordable housing requirement, are considered consistent within the base zoning. Affordable Units must meet the otherwise applicable zoning requirements. For example, a developer could meet the affordable requirements for 100 R-5 units by carving out an area for 10 for-sale units at R-15 density. Those 10 units would be subject to the R-15 development regulations, however no rezoning of the R-5 land would be required. Clustering is not allowed for for-sale units. A cluster is considered to be more than four (4) units adjacent to each other. Clustering of affordable units is allowed for multifamily rental residential projects only if required to facilitate the construction of the project.
- For rental Residential Projects, A Monitoring Agreement with the City is required to ensure ongoing compliance with the affordable housing obligations set forth in the Ordinance as modified by the SLSP, this Housing Plan, and the Inclusionary Housing Agreement, including payment of an annual Monitoring Fee (the amount of the fee is to be determined by the City based on estimated cost to monitor the affordable housing units).
- Mechanisms for reservation, protection, and disclosure of affordable lots for projects. Description of language in disclosure documents for use by real estate agents, and visible and prominent signage at Residential Projects advertising the availability of Affordable Dwelling Units. Signed agreement that proper and accurate disclosure will occur in ALL marketing materials.

If the Applicant plans to meet its affordable housing obligation by land dedication, then the Inclusionary Housing Agreement shall contain the following additional information:

- Location and description of dedicated site and the Residential Lot(s) contained therein;
- Description of physical suitability, economic feasibility, General Plan designation and zoning, infrastructure, frontage improvements, and utility connections available at the dedicated site sufficient to allow for the development of the Affordable Dwelling Units;
- Number of Dwelling Units that may be developed on the Residential Lot(s) sufficient to meet the affordable housing obligation;
- Number of Dwelling Units at each income level (i.e., Very Low or Low-Income) to meet or exceed land dedication affordability requirements.

REQUIREMENTS FOR MULTIFAMILY RENTAL PROJECTS

As stated in the SLSP, any Developer of a Multifamily Rental Project shall make at least twenty percent (20%) of the units on site affordable to and occupied by Very-Low Income Households and ten percent (10%) of the units affordable to and occupied by Low Income Households. In the alternative, the Developer may make twenty-five percent (25%) of the Dwelling Units affordable to and occupied by Very Low-Income Households.

The affordable rental units constructed on-site shall be permanently affordable. The minimum size of any Household occupying an affordable rental Dwelling Unit shall be no less than one person per bedroom.

Criteria for On-Site Construction

The affordable units in any one Multifamily Rental Residential Project shall be comparable to the Market-Rate units in quality, amenities, size, and number of bedrooms. The affordable units shall also be indistinguishable from the Market-Rate units and not be segregated from the Market-Rate units. Clustering of affordable units is allowed only if required to facilitate the construction of the project.

If a Multifamily Rental Project has a variety of Dwelling Unit types with different sizes and number of bedrooms, the Developer shall designate affordable units in substantially

the same proportion as the Market-Rate units. For example, if a project has 100 rental units in the following sizes: 50 two-bedroom, 40 one-bedroom, and 10 three-bedroom, and 25 of the total number of units are affordable to Very-Low Income Households (i.e., 25%), then 50% of the Affordable Units should be two-bedroom, 40% one-bedroom, and 10% three-bedroom.

The mix of the Affordable Dwelling Units may be disproportionate to the Market-Rate units if the Housing Needs assessment in the City's current Housing Element supports such a mix (e.g., if there is a greater identified need for three-bedroom Affordable Dwelling Units than two-bedroom units, then there may be a disproportionately greater share of Affordable three-bedroom units in the Residential Project). Nevertheless, the gross number of bedrooms in Affordable Units may not be proportionately less than the gross number of bedrooms in Market-Rate units in the Residential Project and the floor area of the bedrooms in Affordable Units may not be smaller than those in the Market-Rate units as demonstrated in the following example:

A Multifamily Rental Residential Project has 40 one-bedroom, 50 two-bedroom, and 10 three-bedroom Dwelling Units, which equals 170 total bedrooms in the project. If applying the twenty-five (25%) percent Very-Low Income obligation, then 43 (.25 X 170) of the total number of bedrooms in the project must be affordable to and occupied by Very-Low Income Households. In addition, the total square footage of these 43 Affordable Units must not be less than 25% of the total square footage of all the bedrooms in the project.

Density Bonus

The Developer shall be entitled to a density bonus of twenty-five percent (25%) as permitted under Government Code Section 65915 for on-site construction of Affordable Units. Regulation 3.10 of the SLSP recognizes that the twenty-five percent (25%) density bonus allowed under Government Code Section 65915 is a matter of right for qualified projects.

Land Dedication Option

A Developer may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement under this section, if either 1) the Developer demonstrates to the City Council that it is not feasible to

develop the Affordable Dwelling Units on-site as part of the rental Residential Project, 2) the affordability obligation for the Residential Project will be satisfied through a transfer pursuant to the sub-section entitled “Transfer of R-15 Affordability Obligation for For-Sale Multifamily Units” outlined on pages 12-13 of this section, or 3) in the judgment of the Community Development Director, the Developer’s proposed land dedication would accomplish the objectives of this Affordable Housing Plan.

Dedicated sites for rental Residential Projects shall be a minimum of two (2) acres unless the City agrees to a smaller site based on a special housing need. The dedicated site shall be economically feasible to develop, of sufficient size to build the required number of Affordable Units, and physically suitable for development of the required Affordable Units prior to the dedication of the land. The dedicated site shall also have appropriate General Plan designation and zoning to accommodate the required units, be fully improved with infrastructure, frontage improvements (i.e. curb, gutter, walk), paved street access, utility (i.e. water, gas, sewer, and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required Affordable Units or as required by the City.

The City may approve, conditionally approve, or reject such offer of land dedication of any specific property. If the City rejects such an offer of land dedication, the Developer shall be required to meet the affordable housing obligations by other means set forth in this Housing Plan.

Density Credit

In determining the amount of land to dedicate to satisfy a Developer’s affordable housing obligation, the Developer shall receive credit for the base density of the dedicated site (e.g., 20 units per acre if the dedicated parcel is zoned R-20) plus twenty-five percent (25%) density bonus under Government Code 65915, if applicable and feasible to the development of the dedicated site.

Development of Dedicated Land

Within one (1) year from the date of conveyance of the dedicated land to the City, the City shall determine, at its discretion, whether the dedicated land will be (1) developed by the City to produce the required Affordable Dwelling Units; (2) conveyed to an affordable housing developer approved by the City to produce the required Affordable Dwelling Units; or (3) conveyed to the Developer or third party who shall enter into an

agreement with the City to produce such Affordable Units. The City Council shall determine which affordable housing developer shall be conveyed the land required to produce the Affordable Dwelling Units.

Transfer of R-15 Affordability Obligation for For-Sale Multifamily Units

Developers of R-15 sites may combine the Very Low-Income affordability obligation of their R-15 site(s) and transfer the required amount of units to an R-20 or R-25 site within other SLSP area holdings, with the mutual agreement between the developers of each site and the approval of the Community Development Director. This provision of the SLSP Affordable Housing Plan is designed to allow and encourage developers of R-15 Residential Projects to produce for-sale units at multifamily densities without resulting in a net loss of Affordable Units within the SLSP area.

As such, any transfer of the Very Low-Income affordability obligation for an R-15 site to an R-20 or R-25 site shall not result in a net loss of Very Low or Low-Income Affordable Units within the SLSP area. Also, such a transfer of a Developer's Very Low-Income obligation for an R-15 site to an R-20 or R-25 site must result in the development of a For-Sale R-15 Residential Project. The affordability provisions of this Plan applied to For-Sale Residential Projects of lower densities shall apply to For-Sale Residential Projects of R-15 density as well.

As an example, a Developer of a 100-unit Residential Project on an R-15 parcel is required under this Plan to obligate 10 units (10% of 100) for Low-Income residents and 20 units (20% of 100) to Very Low-Income residents. If the Developer chooses to build the R-15 Residential Project as a for-sale multifamily development, then that Developer may transfer the 20 unit Very Low-Income obligation for the R-15 project to an R-20 or R-25 site within either their own SLSP holdings or SLSP holdings of other Developers with the agreement of both Developers and the approval of the Community Development Director. The for-sale affordability requirements of this Plan would then apply to the R-15 Residential Project, including the Developer's obligation to dedicate 10% of the units (10 units) for sale to Low-Income purchasers.

Per the multifamily project affordability provisions of this plan, the Developer would have the second option to satisfy the affordability requirement by transferring 25 units (25% of 100) for Very Low-Income residents to an R-20 or R-25 project within their own holdings. In either scenario, this provision shall only be utilized where the result

of the transfer yields no net loss of affordable units within the SLSP area, nor any change to the overall number of units developed within the SLSP area. Furthermore, any transfer of an R-15 project's affordability obligation must result in that R-15 project being developed as a For-Sale Multifamily Residential Project.

FOR-SALE SINGLE FAMILY UNIT AFFORDABILITY REQUIREMENTS

Any Developer of a For-Sale Residential Project shall make at least ten percent (10%) of the Dwelling Units affordable to and occupied by Low-Income Households. For-Sale Single Family units shall be affordable for the longest feasible time but not less than ten (10) years. This affordability requirement of at least ten years for affordable For-Sale Single Family units will be reset at each transfer of title upon re-sale to a qualified low-income buyer, as outlined in Section V. of this Plan.

Affordable For-Sale Single Family units may be smaller in square footage than the Market-Rate units in a Residential Project that trigger the affordable housing obligation to a minimum unit living area of 850 square feet, however a mix of bedroom numbers and square footage among for-sale single family homes is desired.

Requirements for On-Site Construction

If a Developer builds the required Affordable Units on-site of the Residential Project, it may either (1) sell the Affordable Units to individual qualified Low-Income Households; (2) sell the Affordable Units to the City or its designee at an Affordable Housing Cost; or (3) sell the Affordable Units to an affordable housing developer, approved by the City, at an Affordable Housing Cost. The party ultimately selling the Affordable Units shall immediately enter into a Regulatory Agreement (see section VII. of this Housing Plan) with the City that includes a requirement that the units be sold only to Qualified Purchasers that shall occupy the units as their primary residence.

Except as provided for elsewhere in this Section, there shall be an average of three bedrooms provided per affordable unit, and the Developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace.

A developer of a for-sale residential project may request an exemption from the requirements of this subsection if, based upon substantial evidence and financial

information, such a mixture would be infeasible to the satisfaction of the Community Development Director.

Affordable Units shall not be clustered but be dispersed throughout the Residential Project and be comparable in infrastructure (including sewer, water, and other utilities) and construction quality to the market-rate units. A cluster is considered to be four (4) or more units adjacent to each other. Duplexes shall not be allowed as the only Affordable Units, unless all units in the development are duplexes. The Developer shall submit, along with a map review fee, proposed locations for Affordable Units with the tentative map for approval by the City. If the Developer desires to alter the approved locations of the Affordable Units, the requested alterations shall be submitted, along with a map review fee, with the final map. The map review fee shall be set by resolution of the City Council, as amended from time to time.

Requirements for Sale of Land to Affordable Housing Developers

In the on-site construction alternative, the Developer may sell sufficient Residential Lots to an affordable housing developer at an affordable price to satisfy its Affordable For-Sale housing obligation if, to the City's satisfaction, it will enable the affordable housing developer to build the For-Sale units and sell them at an Affordable Housing Cost to Qualified Purchasers. At the time of sale to the affordable housing developer, the Residential Lots shall be economically feasible to develop, of sufficient size to build the required number of Affordable Units, and physically suitable for development of the required Affordable Units. The Residential Lots shall also have appropriate General Plan designation and zoning to accommodate the required Dwelling Units, be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer, and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required Affordable Units or required by the City. To exercise this option, the Developer shall have a maximum of ninety (90) days from the date that the Residential Lots are finished with the above improvements to sell them to a affordable housing developer at an affordable price. The affordable housing developer that acquires the Residential Lots must comply with all requirements of this Housing Plan for the SLSP.

Note on Public Subsidy

For Residential Projects that receive local, State, or Federal subsidy with requirements and regulations differing from this Plan, the stricter provisions pertaining to affordability shall prevail.

Density Bonus

The Developer shall be entitled to a density bonus of twenty-five percent (25%) as permitted under Government Code Section 65915 for on-site construction of Affordable Units. Regulation 3.10 of the SLSP recognizes that the twenty-five percent (25%) density bonus allowed under Government Code Section 65915 is a matter of right for qualified projects.

Land Dedication Option

A Developer may make an irrevocable offer of sufficient land within the SLSP area to satisfy the affordability requirements under this section, if it is not feasible (pursuant to the factors mentioned in section 6A-3-50 (2)(a) of the Ordinance) to develop the Affordable Units on-site at the Residential Project. It is assumed that it is not feasible for Residential Projects on R-3 and R-4 parcels to have on-site Affordable Units. The dedicated site shall be economically feasible to develop, of sufficient size to build the required number of Affordable Units, and physically suitable for development of the required Affordable Units prior to dedication of the land.

The dedicated site shall also have appropriate General Plan designation and zoning to accommodate the required Dwelling Units, be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer, and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required Affordable Units or by the City. The City may approve, conditionally approve, or reject such offer of dedication of any specific property. If the City rejects such offer of land dedication, the Developer or its designee shall be required to meet the affordable housing obligations by other means set forth in this Affordable Housing Plan.

As required by Regulation 3.14 of the SLSP, dedication of land for affordable single-family for-sale lots must result in the development of affordable single-family for-sale units and not multifamily rental units.

Development of Dedicated Land

Within one (1) year from the date of conveyance of the dedicated land to the City, the City shall determine, at its discretion, whether the dedicated land will be (a) Developed by the City to produce the required Affordable Dwelling Units; or (b) Conveyed to the Developer or affordable housing developer or other third parties who shall enter into an agreement with the City to produce such Affordable Units.

Credits for Land Dedication of Very-Low Income For-Sale Residential Lots

Developers may convey For-Sale Residential lots to an affordable housing developer approved by the City for the purpose of building Affordable Dwelling Units that will be sold to Very-Low Income Households. Developers shall receive a 2 for 1 credit for each dedicated Very-Low Income Residential Lot to be applied to the Developer's Low-Income inclusionary unit requirement for the Residential Project.

Developers' use of this land dedication option shall be limited to an initial overall cap of five (5) lots within the SLSP area. This cap may be amended by the City if the need and demand for additional Very-Low Income For-Sale units is justified. All other requirements for Land Dedication outlined above shall apply to this option of dedicating Residential Lots for the development of Very-Low Income units.

In-Lieu Fees

For detached for-sale Residential Projects of less than 50 units where the City also determines that it is not feasible or suitable (pursuant to the factors mentioned in section 6A-3-50 (B)(2)(a) of the Ordinance) for the For-Sale Residential Project to have on-site Affordable Units, the City and Developer may agree to a contribution of in-lieu fees to satisfy the Developer's affordable housing obligation. . Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

At the time of Tentative Map approval, if applicable, the City will provide the Developer with an estimate of the in-lieu fees for the Residential Project. This in-lieu fees calculation at the time of Tentative Map is an estimate only and is subject to revision and verification at the time of construction, as the estimated sales price of units in the Residential Project at the Tentative Map stage may change by the time the development is actually built.

The in-lieu fee for each Affordable Unit for which the Developer is responsible under this provision shall be sufficient to make up the gap between (i) the Affordable Purchase Price for a low-income household and (ii) the market value as determined by an appraisal (i.e. the “Affordability Gap”), plus a fee for administration of the City’s Inclusionary Housing Program. The appraisal shall be completed no earlier than six (6) months prior to the calculation of the in-lieu fee. The administration fee shall be assessed per unit of the Residential Project, and shall be based on an appropriate percentage of the “Affordability Gap” for Affordable Units. The in-lieu fee for a Residential Project shall be determined using the following methodology:

- The market value as determined by an appraisal – (minus) the Affordable Purchase Price of a low-income household for the Residential Project. This amount determines the “Affordability Gap.”
- Calculate the inclusionary unit amount for the Residential Project at 10% of the total (fractions of a whole unit shall be rounded up).
- Multiply the “Affordability Gap” by the number of inclusionary units required for the Residential Project.
- The product of this calculation divided by the total number of units in the Residential Project, plus the administration fee, equals the in-lieu fee to be charged per unit.

An example of an in-lieu fee calculation for a 20-unit For-Sale Single-Family Residential Project is as follows:

- Market value as determined by an appraisal = \$250,000
- Affordable Purchase Price for low-income household = \$150,000
- *Affordability Gap* = \$100,000
- Inclusionary Unit Requirement = 2 units (10% of 20 units)
- *\$100,000 Affordability Gap* x (times) 2 units = \$200,000
- \$200,000 divided by 20 = \$10,000
- **\$10,000 + administration fee = *in-lieu fee per unit***

If the City determines that the developer may contribute in-lieu fees, the developer may pay such fees as a lump sum prior to the issuance of the first building permit for the Residential Project. In the alternative, the developer may elect to pay a portion of the fees equal to the total in-lieu fees for the project divided by the total number of units in the project, prior to the issuance of each certificate of occupancy for each unit in the Residential Project. The project approval shall specify the payment method the developer has chosen, and no building permit or certificate of occupancy shall be issued by the City until the Developer provides written proof of the payment of all fees or the proportionate amount of the fees, as appropriate.

Criteria For Size And Design Of Units To Meet Special Needs Housing

For Residential Projects that include units that meet Special Needs Housing, the criteria for size and design of units to meet Special Needs Housing will be addressed by the City on a project-by-project basis as guided by the Housing Element, and based on any new information regarding increased need or demand for Special Needs Housing as it becomes available from the Census or other sources. The City will participate in securing funding for those projects that provide Special Needs Housing units.

Note on SLSP Regulation 3.11

Pursuant to Regulation 3.11 of the SLSP, the affordability requirement for each Residential Project is to be met on the project site to the greatest feasible degree. Similar units, for the purposes of meeting the affordable housing requirement, are considered consistent within the base zoning. Affordable Units must meet the otherwise applicable zoning requirements.

IV. OFF-SITE AFFORDABLE HOUSING FEE

The Spring Lake Specific Plan requires establishment of an “Off-Site Affordable Housing Fee” to be charged on all single-family market-rate units, of a sufficient dollar amount to result in the development of 74 additional multi-family (apartment) units comprised of 49 low income units (66.5 percent) and 25 very low income units (33.5 percent). The Redevelopment Agency of the City of Woodland will receive and allocate these funds. The funds collected may be used anywhere in the City, including the SLSP Area as long as the parcels meet the affordability requirements under the SLSP and this Housing Plan. Up to ten percent (10%) of each year’s revenues may be used for administration by Housing and Redevelopment staff.

The Off-Site Affordable Housing Fee shall be \$1,100 per single-family market-rate unit. This amount was determined based on the interest rate and other assumptions that were current at the time of this Plan’s adoption. If the interest rate or other assumptions used in the fee’s calculation should substantially increase in subsequent years, the City Council may approve a change to the amount of the Off-Site Affordable Housing Fee. City Council may re-establish the fee at an appropriate amount; however at no time shall the fee exceed \$1,300.

The Off-site Affordable Housing Fee shall be imposed as a condition of the tentative map and shall be collected prior to approval of the final map. It is anticipated that the required land will be acquired by no later than July 1, 2007 and the construction of 74 off-site units will be completed no later than July 1, 2012.

V. PROGRAM PROCEDURES AND ELIGIBILITY

This section provides detailed information on calculation of affordable rent and purchase price. Other topics include program eligibility, resale restrictions, and affordability covenants.

RENTAL UNITS

Procedure for Determining Affordable Rent

The Multifamily Inclusionary Housing Units are designated for both Very Low and Low-Income households. The method for calculating the affordable rent for a specific unit is shown below. The Community Development Department shall review these assumptions and procedures annually and make revisions as necessary.

The Community Development Department will calculate the initial affordable rents for a Residential Project at the time that the units will be marketed and made available for rent. The Developer is to provide information on the utilities that will be included in the rent and the utilities for which the tenants will be responsible (including the specific type of service).

The following procedure will be used for determining Affordable Rent:

1. Calculate Income Available for Housing

- Determine the family size appropriate to the unit. For purposes of this calculation, “family size appropriate to the unit” means adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit and six persons in the case of a five-bedroom unit.
- Determine the household income maximum to use for the affordable rent calculation based on the appropriate household size using the current HUD Area Median Income figures for the Yolo PMSA as published by HCD. For a Very-Low Income unit use the figure for 50 percent of AMI. For a Low-Income unit use 80 percent of AMI.

- Calculate the amount of income available for housing costs by multiplying the household income figure by 30 percent.

2. Estimate Annual Housing Costs

- The Household allowance for utilities will be estimated based on the utility costs as shown on the current “Allowance for Tenant-Furnished Utilities and Other Services” table prepared by the Yolo County Housing Authority, using the applicable unit size and unit type (townhouse, garden apartment, or high rise). The costs used will be based on the specifications of the particular unit and the utilities provided by the property owner, for example gas or electric for heating, gas or electric for cooking, etc. The Appendix includes an abbreviated utility table (from the Yolo County Housing Authority’s table effective March 1, 2002) as an example. This utility table is updated every year, and shall be provided by the Community Development Department to Developers and Owners of rental Residential Projects upon request. With the approval of the Community Development Director, a property owner may provide a utility survey, verified by the City, in place of the Yolo County Housing Authority’s utility tables.

The Affordable Rent is the resulting figure based on the above assumptions. See the Appendix for an example of the calculation of Affordable Rent for units designated for Low-Income as well as Very Low Income households for units, ranging in size from one bedroom to four bedrooms.

ELIGIBILITY REQUIREMENTS FOR AFFORDABLE RENTAL UNITS

Maximum Income Limitation

Households renting Affordable Units shall have incomes that do not exceed 50 percent (Very Low Income) or 80 percent (Low-Income) of the current Area Median Income for Yolo County as adjusted for household size.

Primary Residence Certification

Eligible households must certify that the unit will be used as a primary residence. Subletting of Affordable Units is not allowed.

FOR-SALE UNITS

Procedure for Sale of Affordable Units

The method for the sale of affordable units is shown below. The Community Development Department shall review these assumptions and procedures annually and make revisions as necessary:

1. Units Appraised at Fair Market Value

- At the time that the unit will be marketed and made available for sale, the fair market value of the unit will be determined. This determination will be made by a qualified appraiser who will be selected by the Community Development Director and paid by the developer.

2. Calculation of Affordable Maximum First Mortgage

The sale of affordable units will be implemented by a “silent second” mortgage program by the City (see Appendix D for a further explanation of the silent second program). After the fair market value of the unit has been determined, the City will calculate the affordable maximum first mortgage amount for a qualified low-income purchaser of the unit. The following procedure will be used for determining the affordable maximum first mortgage amount:

- Determine the family size appropriate to the unit. For purposes of this calculation, “adjusted for family size appropriate to the unit” means adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit and six persons in the case of a five-bedroom unit.
- Determine the household income available for the affordable maximum first mortgage calculation for a Low-Income household based on the appropriate household size using the current HUD Area Median Income figures for the Yolo PMSA. The calculation of available household income should be based on 80% of Area Median Income for the appropriate household size.
- Calculate the amount of income available for housing costs by multiplying the income figure by 30 percent. For the purpose of determining the affordable

purchase price, the cost of utilities, property taxes, insurance, homeowners' association dues, primary mortgage insurance, maintenance and repair costs, and like expenses are not required to be included in the calculation.

See Appendix C for a table displaying the calculations of maximum affordable first mortgage based on the above assumptions under different interest rate scenarios for units of various sizes.

3. Limitation of Down Payment Requirement

- Required down payments for Low-Income purchasers shall be limited to no more than five percent (5%) of the purchase price. The developer/seller may not require a buyer to make a larger down payment but a buyer may elect to make a larger down payment in order to reduce the amount of the first mortgage. This limit to the down payment requirement is intended to provide greater flexibility for Low-Income homebuyers who might find it difficult to build up a higher down payment amount.

4. Calculation of “Silent Second” and Regulatory Agreement Equity Share

- The “silent second” shall be in the amount of \$1,000. A note and deed of trust, or other appropriate document, securing the silent second will be recorded and assigned to the City at the time of sale of each affordable unit.
- The promissory note and deed of trust, or other designated document, will remain a lien against the property, subordinate to the first mortgage. This note will have a 30-year due date which can be extended by the Community Development Director.
- The Regulatory Agreement recorded against the property shall include an equity share that is defined as the fair market appraised value at the time of purchase less the sum of the affordable first mortgage plus the downpayment.. The equity share shall be triggered and calculated at the sale of the affordable unit to a non-Qualified Purchaser or at a non-affordable price.

Payoff of the Silent Second and Regulatory Agreement Equity Share.

The silent second may not be prepaid during its first ten (10) years, as long as the Low-Income Purchaser occupies the unit as their primary residence during this period. The amount due to the City under the equity share provision of the Regulatory Agreement at the eventual payoff of the silent second or the sale of the affordable unit to a non-Qualified Purchaser shall be the amount which bears the equal ratio to the fair market value at the time the silent second is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price. For example, if the original sales price was \$200,000 and the original equity share baseline was \$50,000, the ratio would be 25%. If the fair market value at the time of payoff were \$400,000, the amount due the City would be \$100,000, or 25% of \$400,000. In another case, if the property rose in value to \$250,000, the 25% ratio would dictate the payoff amount to the City to be \$62,500.

Affordable Housing Fund

Funds received by the City through payoffs of equity share provisions of Regulatory Agreements will be deposited into the City's Affordable Housing Fund. These funds may be used at the discretion of the Community Development Director to make additional affordable housing loans to income-Qualified Purchasers to facilitate the purchase of homes, to subsidize affordable multifamily projects, or for any other use to promote the development of affordable housing within the City of Woodland. Up to ten percent (10%) of each year's income from the Affordable Housing Fund may be used for administration and ongoing monitoring of loans made from the Fund.

ELIGIBILITY REQUIREMENTS FOR FOR-SALE UNITS

Eligibility Requirements for For-Sale Units

Maximum Income Limitation

Low income households purchasing Affordable Units shall have incomes that do not exceed eighty percent (80%) of the current Area Median Income for Yolo County as adjusted for household size. In the event that the Developer or owner is unable to locate a Qualified Low-Income Household Purchaser within ninety (90) days, the City shall market for sixty (60) days to households with incomes up to one hundred percent (100%) of the Area Median Income for Yolo County as adjusted for household size. If no Qualified Purchaser has been identified, the City shall then market for sixty (60) days to households with incomes up to one hundred and twenty

percent (120%) of the Area Median Income for Yolo County as adjusted for household size.

Primary Residence Certification

Purchasers must certify that the home will be used as a primary residence.

RESALE REQUIREMENTS FOR AFFORDABLE FOR-SALE UNITS

Conditions of Owner-Occupancy Hardship

For so long as the Purchaser (Owner) owns the unit, the unit will be occupied solely by the Owner and the Owner's immediate family as the Owner's principal place of residency. Notwithstanding the foregoing, however, the Community Development Director may authorize the Owner to rent-out the Affordable Dwelling Unit, for a cumulative period not to exceed one year, if the Owner establishes to the Community Development Director's reasonable satisfaction that the owner-occupancy requirement would cause hardship to the Owner because of:

- (1) Divorce or separation of the Owner(s);
- (2) The extended absence from the Affordable Dwelling Unit by the Owner because of the serious illness or disability of the Owner or a member of the Owner's household or immediate family.
- (3) Absolute necessity for relocation of the Owner from the greater Sacramento area for purposes for the Owners' employment; or
- (4) The Owner's loss of employment.

The purpose of the foregoing limited exceptions to the owner-occupancy requirement is to allow the Owner to recover from a temporary inability to occupy the Affordable Dwelling Unit or to provide for the orderly disposition of the Unit in cases of hardship, and is not intended to permit long-term rental of the Unit. For these reasons, the term "hardship" shall be narrowly construed and a condition of hardship shall be considered to exist for the minimum possible time.

Procedure for Resale of the Affordable Dwelling Unit

In order to maintain the affordability of the For-Sale Affordable Units the City shall impose the following resale conditions. No For-Sale Affordable Units shall be offered for resale or resold other than in the manner provided herein until the owner/purchaser has owned the house for ten years or longer:

- Prior to advertising the availability of the For-Sale Affordable Unit or otherwise offering the Unit for sale, the Owner shall provide the City with a notice of Owner's intent to sell the Unit. The notice shall indicate the location of the Unit and the number of bedrooms contained in the Unit. The notice shall provide the City a period of thirty calendar days after receipt of such notice (resale marketing period) to either (1) provide the Owner with an active and current list of interested and Qualified Purchasers, or (2) determine that no interested and Qualified Purchaser is available.
- Following the receipt of such notice, the City shall either complete or require the Owner to have completed an appraisal report to determine the fair market value of the Unit. This appraised value will be used by the City to determine the seller's equity share provision obligation, equaling the amount which bears the same ratio to the fair market value at the time the note is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price. The City will also use the appraisal of the Affordable Unit to determine the amount of subsidy in the form of the assumed and possibly increased equity share baseline that will be required by the subsequent Qualified Purchaser of the Affordable Unit.
- Upon notice of Owner's intent to sell, the City shall also provide the Owner with a disclosure form that must be completed by a prospective Qualified Purchaser and returned to the City. The primary purposes of the disclosure form shall be to: 1) provide the City with information that the City will need to confirm that the prospective purchaser of the Unit is a Qualified Purchaser; and 2) ensure that the prospective purchaser of the Unit is aware of the owner-occupancy and resale restrictions applicable to the Affordable Unit.
- Within three (3) days after executing any contract or agreement for sale of the Affordable Dwelling Unit, the Owner shall deliver to the City a copy of the contract or agreement, together with the completed and fully executed disclosure form and evidence supporting the prospective purchaser's Gross Income as shown on the disclosure form. The proposed sale shall be deemed approved unless the

City, within ten (10) days after receipt of such information, provides notice to the Owner either that: 1) the proposed sale does not comply with the provisions of this Housing Plan; or 2) additional information is required. If the proposed sale is disapproved or if the City determines that additional information is required, the notification shall be accompanied by a statement of the reason(s) for that decision.

Resale to a Qualified Purchaser

Each Qualified Purchaser shall be required to purchase the Affordable Unit with cash, a mortgage secured by a first deed of trust on the Affordable Unit, or a combination of the two.

At close of escrow the Owner shall assign, and the Qualified Purchaser shall assume, the Promissory Note. The ten-year occupancy requirement and restrictions on re-sale applied to the original Qualified Purchaser of the Affordable Unit shall be reset to the date the Promissory Note is assumed by the subsequent Qualified Purchaser. The subsequent Qualified Purchaser shall enter into a Regulatory Agreement with the City, which shall be recorded against the property.

The City may provide an additional subsidy (if available) to increase the amount of the equity share provision of the Regulatory Agreement in order to allow the Qualified Purchaser to purchase the unit (i.e. increase the percentage of the purchase price which is represented by the equity share baseline).

The City shall subordinate its lien to any commercial lender providing a loan to enable the Qualified Purchaser to purchase the Affordable Unit, providing the amount of such loan does not exceed the purchase price for the Affordable Unit plus the Qualified Purchaser's actual share of closing costs and other related expenses.

LIMITED EXCEPTIONS TO RESALE REQUIREMENT

Inability to Identify a Qualified Purchaser

In the event the Owner or the City is unable to identify a Qualified Purchaser who is able to purchase the Unit within the resale marketing period in compliance with the sales timelines of this Housing Plan and the Regulatory Agreement, the City shall have the right to purchase the Affordable Unit at the Affordable Purchase Price. If the City decides not to purchase the unit, the Owner may, with the prior written consent of the City, sell the Unit to a Non-Qualified Purchaser without regard to the purchaser's

income. The Owner's request to the City to sell to a Non-Qualified Purchaser shall be accompanied by evidence establishing that the Owner has actively and in good faith attempted to identify a Qualified Purchaser for the Unit throughout the resale marketing period using affirmative marketing measures. "Affirmative marketing" means that the Owner shall have continuously listed the property on the multiple listing service and shall have acted in good faith in responding to inquiries and offers from Qualified Purchasers.

In the event of a resale to a Non-Qualified Purchaser due to the seller's and the City's inability to identify a Qualified Purchaser within the ten-year occupancy requirement, the seller shall be required to pay off the equity share provision of the Regulatory Agreement to the City at the close of escrow. The amount due to the City shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

Resale Necessitated by Hardship

The Owner may sell the Unit to a Non-Qualified Purchaser during the ten-year affordability period and pay off the equity share provision of the Regulatory Agreement to the City in full if the Community Development Director reasonably determines that the sale of the Unit to a Non-Qualified Purchaser is necessary due to circumstances of hardship, or "Excluded Transfers," which may include:

- (1) Financial hardship causing risk of default of the Owner's first mortgage.
- (2) A transfer resulting from the death of the Owner;
- (3) A transfer to the Owner and his or her spouse as joint tenants;
- (4) A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;

No Excluded Transfer shall be effective unless the City has received a written request to approve the Excluded Transfer not less than thirty (30) days prior to the proposed date of transfer. Any such request shall be accompanied by documentation supporting the basis for the Excluded Transfer.

In the event of a resale to a Non-Qualified Purchaser necessitated by the seller's circumstance of hardship within the ten-year occupancy requirement (approved by the Community Development Director), the seller shall be required to pay off the equity share provision of the Regulatory Agreement to the City at the close of escrow. As previously stated, the amount due to the City shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

The City may record a default notice on any Affordable Unit. In the event of default, the City, in its discretion, may purchase the unit. In the event the City purchases an Affordable Unit pursuant to this Housing Plan, the City shall take reasonable steps necessary to maintain the affordability of the unit and identify a Qualified Purchaser. The City shall not maintain ownership and rent the Affordable Unit on a long term basis.

Resale after Close of Ten Year Occupancy Requirement

The resale restrictions for Affordable Units shall be removed after a Qualified Purchaser has occupied the unit as their primary residence for at least ten (10) years. However, the silent second note will remain with the property secured by the deed of trust until either a) the unit is sold; or b) the silent second becomes amortized per the provisions of this Plan after 30 years, unless extended by the Community Development Director.

In the event that the Affordable Unit is resold at fair market value, the equity share provision of the Regulatory Agreement is due in full at the close of escrow. Again, the amount due to the City shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

VI. OUTREACH AND MARKETING

Preferences

The City may choose to establish preference categories for the inclusionary units. Possible preferences could include the following:

- Persons who have been displaced by a project in Woodland,
- Persons who work for the City of Woodland or for the Woodland Joint Unified School District,
- Persons who live or work within the City of Woodland,
- All other eligible persons.

Affordable Housing Marketing Plan.

Prior to marketing the Affordable Units, the Developer shall submit an Affordable Housing Marketing Plan to the City for approval. The Affordable Housing Marketing Plan shall outline the Developer's plan to identify Qualified Purchasers (in the case of for-sale projects) or renters (for rental projects) for Affordable Units throughout the marketing period of a Residential Project. Substantial evidence shall be submitted to the City that establishes, to the City's reasonable satisfaction that the Developer complied with the submitted Affordable Housing Marketing Plan and affirmatively marketed the units throughout the relevant marketing period. The Affordable Housing Marketing Plan shall include, but not be limited to, the following:

- Advertise the availability of the affordable units by placing in newspapers of general circulation in Yolo County and the greater surrounding region no less than eight (8) advertisements, of which no less than three (3) shall be in the Daily Democrat and at least two (2) shall be in a publication with a regional scope. At least one advertisement shall be in a language other than English, such as Spanish. The advertisements in the Daily Democrat shall be at least sixteen square inches. In the event these publications are defunct or space is not available, the Community Development Director shall designate comparable alternative advertising. Advertising shall be required for each release of affordable housing units;
- No later than the date of issuance of a building permit for the units, provide written notice to a list of housing organizations and other agencies serving low

and very low-income persons and families available from the City informing these organizations of the availability of the Affordable Units, and requesting that these organizations assist in publicizing the availability of the Affordable Units to their members and clients;

- Place a sign on the site of the Residential Project advertising the availability of the Affordable Units and providing contact information throughout the marketing period. This information can be integrated into the primary project sign or included on a separate stand-alone sign with comparable visibility. To the extent possible without obstructing necessary construction activity, the sign described shall be oriented, formatted and situated in such a manner that it is visible to the maximum number of pedestrians and drivers on the nearest public street;
- Advertise in such other mediums, such as the Internet, as is reasonably necessary to affirmatively market the Affordable Units.
- Because of the high demand for Affordable Units, a lottery system shall be used by the Developer to select potential buyers.
 - Such a lottery or alternative selection process shall be conducted in a fair, unbiased, and non-discriminatory manner, if possible by a third party agreed upon by both the City and the Developer. Employees of Developers and their families shall not be given preferential treatment in the marketing of the Affordable Unit(s) or in the selection of Qualified Purchasers.
 - To enter into the lottery, the Developer shall ensure that the Affordable Units will be completed within one hundred and eighty (180) days from the contract date. Extensions may be granted by the Community Development Director for delays beyond the control of the Developer, such as weather.

VII. MONITORING AND COMPLIANCE

Each Owner of Affordable rental Dwelling Units shall enter into a Regulatory Agreement with the City for each Residential Project that contains units with affordability restrictions. As a provision of this Housing Plan as well as the Regulatory Agreement, the Community Development Department will be responsible for tracking and monitoring all of the City's inclusionary housing units. This includes maintaining a computerized database of all units as well as files with the required regulatory agreements recorded against the property.

For Residential Projects that receive a state or federal housing subsidy and are, thus, subject to applicable regulatory agreements and requirements pertaining to each subsidy, these regulatory agreements shall supercede the monitoring requirements outlined in this section.

The monitoring requirements of each Regulatory Agreement between the Owner and the City shall include all the rental restrictions listed in this Housing Plan and in addition shall require the Owner to do the following:

- Affirmatively market the rental units by sending advertisements describing the Affordable Units to local newspapers and to the list of local nonprofit and government housing organizations and agencies that serve Very Low and Low-Income persons and families.
- Comply with all fair housing laws and not discriminate based on race, ancestry, gender, religion, color, age, national origin, marital status, familial status, sexual orientation, source of income, and disability.
- Not discriminate based on any government rental subsidy, including but not limited to HUD Section 8 assistance.
- Rental projects shall be monitored every year to review tenant incomes and rents. The Community Development Department mails letters to all property owners requesting information on the affordable units, the rents charged and the current tenants. The Project Owner is responsible for giving income certification forms to the applicable tenants and returning the completed forms to the City.

The Community Development Department reviews the information submitted for each Residential Project to make sure that the Project is in compliance with its Regulatory Agreement. Staff will notify the Project Owner of any discrepancies and establish the best practice for bringing the Residential Project into compliance with the Affordable Unit requirements of its Regulatory Agreement in the most timely manner possible. For example, the Project Owner may be required to rent out available vacant units within the Residential Project as Affordable Units, or rent out other units as they become available as Affordable Units, in order to meet the Affordable Units requirement for the Residential Project.

- Agree to rent Affordable Units to qualified income eligible Households on a one (1) year lease basis which shall be renewed at the end of each lease term; and that no Household shall be required to terminate its tenancy from such Affordable Unit absent a showing of good cause. If a Very Low-Income Household increases its income so that it no longer qualifies as a Very Low-Income Household during its tenancy, it shall be permitted to remain in the Affordable Unit as long as its income does not exceed the Low-Income limitation (i.e. 80% of AMI). However, the level of rent for such unit may be raised to an Affordable Rent level for a Low-Income Household. At vacancy, such unit shall be rented to an eligible Very Low-Income Household and the rent reset to an Affordable Rent for a Very Low-Income Household, unless the Affordable Unit requirement has been met by renting other vacant units at the appropriate Affordable Rent level.

The Regulatory Agreement shall specify a monitoring fee, to be paid annually by the rental Project Owner, which shall be calculated in an amount necessary to reimburse the City for the reasonable cost of the monitoring.

For-sale units will be monitored to make sure that the owners are complying with the occupancy requirement and are not subleasing the property. Letters will be sent to the owners every two years with a form requesting the required certifications. In addition, the letter will restate the restrictions regarding sale or refinancing of the property.

VIII. OTHER PROVISIONS

Administration of the Housing Plan

The Community Development Department shall be responsible for the implementation of this Housing Plan. Guidelines implementing this Plan shall be maintained by the Community Development Department. Revisions to the guidelines necessary to comply with local, state and federal law may be approved by the Community Development Director. Any other substantive revisions to the administration of the plan shall be made with the approval of the City Council Affordable Housing Subcommittee.

Administrative Review of Adverse Determination

Any applicant or other person who contends that his or her interests have been adversely affected by a determination related to this Housing Plan and its implementation may appeal such determination to the City Council by filing a written appeal with the City Clerk within ten calendar days after the determination or requirement is made. A filing fee as prescribed by City Council resolution shall accompany the appeal. At its next regular meeting after the filing of such appeal, the City Council shall set a date for a public hearing on the matter and shall mail notice of the hearing at least ten calendar days prior to said hearing. The City Council may reverse or modify any such determination if it finds that the action under appeal does not conform to the provisions of this Housing Plan

APPENDICES

- APPENDIX A: 2007 INCOME LIMITS BY HOUSEHOLD SIZE
- APPENDIX B: 2007 CALCULATION OF AFFORDABLE RENT
 1. EXAMPLE OF AFFORDABLE RENT CALCULATION
 2. UTILITY TABLE FOR APARTMENTS:
 - GARDEN APARTMENT
 - HIGH-RISE APARTMENT
 - TOWNHOUSE
- APPENDIX C: CALCULATION OF AFFORDABLE HOUSE PURCHASE PRICES
- APPENDIX D: SILENT SECOND MORTGAGE INFORMATION (NOT APPLICABLE)
- APPENDIX E: AMENDED CHAPTER 6A OF CITY CODE—AFFORDABLE HOUSING ORDINANCE
- APPENDIX F: CITY COUNCIL RESOLUTION TO ADOPT THE AMENDED SPRING LAKE SPECIFIC PLAN AFFORDABLE HOUSING PLAN

APPENDIX A
2007 Yolo County Income Limits

Number of Persons	1	2	3	4	5	6	7	8
Very-Low Income (50%)	\$23,000	\$26,300	\$29,550	\$32,850	\$35,500	\$38,100	\$40,750	\$43,350
Low Income (80%)	\$36,800	\$42,050	\$47,300	\$52,550	\$56,750	\$60,950	\$65,150	\$69,350
Median Income (100%)	\$46,000	\$52,600	\$59,100	\$65,700	\$71,000	\$76,200	\$81,500	\$86,700
Moderate Income (120%)	\$55,200	\$63,000	\$70,900	\$78,800	\$85,100	\$91,400	\$97,700	\$104,000
Source: HCD 2007 Income Limits								

APPENDIX B-1

AFFORDABLE RENT CALCULATION Low-Income Units

Unit Size	1-BR	2-BR	3-BR	4-BR
Appropriate HH Size (1)	2	3	4	5
HH Income (2)	\$42,050	\$47,300	\$52,550	\$56,750
Monthly HH Income	\$3,504	\$3,941	\$4,379	\$4,729
Percentage for Housing	30%	30%	30%	30%
Income for Housing	\$1,051	\$1,182	\$1,314	\$1,419
Less Utility Allowance (3)	\$104	\$112	\$123	\$134
Affordable Rent	\$947	\$1,070	\$1,191	\$1,285

(1) Defined as number of bedrooms in the unit plus one.

(2) Rent amount is based on 80% of AMI adjusted by household size.

(3) Based on figures from Yolo County Housing Authority, to be updated periodically:

Assumes that water, sewer, and trash collection are included in the rent and that refrigerator and range are provided. Assumes that natural gas is used for heating, water heating, and cooking. See utility allowance tables for precise calculation of affordable rent if different assumptions apply.

AFFORDABLE RENT CALCULATION Very Low-Income Units

Unit Size	1-BR	2-BR	3-BR	4-BR
Appropriate HH Size (1)	2	3	4	5
HH Income (2)	\$26,300	\$29,550	\$32,850	\$35,500
Monthly HH Income	\$2,192	\$2,463	\$2,738	\$2,958
Percentage for Housing	30%	30%	30%	30%
Income for Housing	\$658	\$739	\$821	\$887
Less Utility Allowance (3)	\$104	\$112	\$123	\$134
Affordable Rent	\$554	\$627	\$698	\$753

(1) Defined as number of bedrooms in the unit plus one.

(2) Rent amount is based on 50% of AMI adjusted by household size.

(3) Based on figures from Yolo County Housing Authority, to be updated periodically:

Assumes that water, sewer, and trash collection are included in the rent and that refrigerator and range are provided. Assumes that natural gas is used for heating, water heating, and cooking. See utility allowance tables for precise calculation of affordable rent if different assumptions apply.

APPENDIX B-2

Allowance for Tenant-Furnished Utilities and Other Services

LOCALITY			UNIT TYPE		EFFECTIVE DATE	
City of Woodland			Garden Apartment		7/1/2003	
UTILITY OR SERVICE	MONTHLY DOLLAR ALLOWANCE					
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING						
a. Natural Gas	\$8	\$10	\$11	\$13	\$14	\$16
b. Electric	\$16	\$21	\$24	\$29	\$35	\$38
c. Heat Pump	\$10	\$12	\$14	\$17	\$20	\$22
AIR CONDITIONING						
	\$17	\$23	\$29	\$37	\$46	\$54
COOKING						
a. Natural Gas	\$4	\$4	\$5	\$5	\$6	\$6
b. Electric	\$11	\$18	\$25	\$40	\$55	\$71
OTHER ELECTRIC						
	\$20	\$22	\$26	\$31	\$36	\$44
WATER HEATING						
a. Natural Gas	\$6	\$8	\$10	\$14	\$18	\$23
b. Electric	\$11	\$18	\$25	\$40	\$55	\$71
WATER (Average)						
	\$13	\$13	\$13	\$13	\$13	\$13
SEWER (Average)						
	\$18	\$18	\$18	\$18	\$18	\$18
TRASH COLLECTION						
	\$20	\$20	\$20	\$20	\$20	\$20
REFRIGERATOR						
	\$5	\$5	\$5	\$5	\$5	\$5
RANGE						
	\$4	\$4	\$4	\$4	\$4	\$4
OTHER						
TOTAL MONTHLY UTILITY ALLOWANCE						

Allowance for Tenant-Furnished Utilities and Other Services

LOCALITY			UNIT TYPE		EFFECTIVE DATE	
City of Woodland			High-Rise Apartment		7/1/2003	
UTILITY OR SERVICE	MONTHLY DOLLAR ALLOWANCE					
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING						
a. Natural Gas	\$6	\$7	\$7	\$8	\$9	\$10
b. Electric	\$9	\$11	\$13	\$16	\$19	\$21
c. Heat Pump	\$5	\$6	\$8	\$9	\$11	\$12
AIR CONDITIONING						
	\$13	\$17	\$20	\$27	\$33	\$39
COOKING						
a. Natural Gas	\$4	\$4	\$5	\$5	\$6	\$6
b. Electric	\$9	\$10	\$12	\$13	\$14	\$14
OTHER ELECTRIC						
	\$20	\$22	\$26	\$31	\$36	\$44
WATER HEATING						
a. Natural Gas	\$6	\$8	\$10	\$14	\$18	\$23
b. Electric	\$11	\$18	\$25	\$40	\$55	\$71
WATER (Average)						
	\$13	\$13	\$13	\$13	\$13	\$13
SEWER (Average)						
	\$18	\$18	\$18	\$18	\$18	\$18
TRASH COLLECTION						
	\$20	\$20	\$20	\$20	\$20	\$20
REFRIGERATOR						
	\$5	\$5	\$5	\$5	\$5	\$5
RANGE						
	\$4	\$4	\$4	\$4	\$4	\$4
OTHER						
TOTAL MONTHLY UTILITY ALLOWANCE						

Allowance for Tenant-Furnished Utilities and Other Services

LOCALITY			UNIT TYPE		EFFECTIVE DATE	
City of Woodland			Townhouse		7/1/2003	
UTILITY OR SERVICE	MONTHLY DOLLAR ALLOWANCE					
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING						
a. Natural Gas	\$10	\$11	\$13	\$13	\$15	\$17
b. Electric	\$19	\$23	\$28	\$31	\$36	\$41
c. Heat Pump	\$11	\$14	\$16	\$18	\$21	\$24
AIR CONDITIONING						
	\$18	\$23	\$29	\$37	\$46	\$54
COOKING						
a. Natural Gas	\$4	\$4	\$5	\$5	\$6	\$6
b. Electric	\$9	\$10	\$12	\$13	\$14	\$14
OTHER ELECTRIC						
	\$20	\$22	\$26	\$31	\$36	\$44
WATER HEATING						
a. Natural Gas	\$6	\$8	\$10	\$14	\$18	\$23
b. Electric	\$11	\$18	\$25	\$40	\$55	\$71
WATER (Average)						
	\$13	\$13	\$13	\$13	\$13	\$13
SEWER (Average)						
	\$18	\$18	\$18	\$18	\$18	\$18
TRASH COLLECTION						
	\$20	\$20	\$20	\$20	\$20	\$20
REFRIGERATOR						
	\$5	\$5	\$5	\$5	\$5	\$5
RANGE						
	\$4	\$4	\$4	\$4	\$4	\$4
OTHER						
TOTAL MONTHLY UTILITY ALLOWANCE						

APPENDIX C

CALCULATION OF AFFORDABLE HOUSE PRICE

The calculation of the affordable housing price for a Low-Income unit (for a household with income at 80% of AMI or less) is shown below. The calculations are based on the following assumptions (see pages 22-23 of this Housing Plan for additional details on the procedure for determining the affordable house purchase price):

ASSUMPTIONS					
Interest Rate ¹		6.91%	Taxes		N/A
Loan Term		30 Yrs.	Mortgage Insurance		N/A
Down Payment %		5%	Mello Roos & Other Assessments (Per Month)		N/A
HOA Payment (Per Month) (If needed)		N/A	Flood Insurance		N/A
Mortgage Insurance		N/A	Income % to Housing ²		30%

Bedroom Count

Market Home Value ⁵

First Mortgage

Down Payment (5%)

Sales Price

Payment (P+I) ⁶

Maintenance Fee

Utility Allowance

Taxes

Insurance

Flood Insurance

HOA Payment

Mello Roos

Mortgage Insurance

Max Monthly Payment

	1 BR	2 BR	3 BR	4 BR	5 BR
	\$ 265,000 .00	\$ 285,000.00	\$ 325,000.00	\$ 350,000.00	\$ 375,000 .00
	\$ 150,167.00	\$168,938.00	\$ 187,708.00	\$ 202,687.00	\$ 217,666.00
	\$ 7,904.00	\$ 8,891.00	\$ 9,879.00	\$ 10,668.00	\$ 11,456.00
	\$ 158,071.00	\$ 177,829.00	\$ 197,587.00	\$ 213,355.00	\$ 229,122.00
	\$ 990	\$ 1,113.75	\$ 1,237.50	\$ 1,336.25	\$ 1,435
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 990	\$ 1,113.75	\$ 1,237.50	\$ 1,336.25	\$ 1,435

¹. Interest Rate identified per the Inclusionary Housing Agreement. Staff obtained this number from www.hsh.com/metstsmpl.html.

². 30% of Gross Monthly Income per Exhibit F of the Inclusionary Housing Agreement

³. Prepared annually by the State of California Department of Housing and Community Development based on numbers provided by HUD.

⁴. Based on 30% of Gross Monthly Income.

⁵. CDD Staff estimate based on information provided by Spring Lake Developers

⁶. Available Monthly Housing costs include only Principal and Interest.

APPENDIX D
Silent Second Mortgage Information
(NOT APPLICABLE)

APPENDIX E
Amended 6A Affordable Housing Ordinance

CHAPTER 6A. AFFORDABLE HOUSING.*

Note to Chapter 6A

*** Editor's notes.**

1. Prior Chapter 6A, Campaign Expenditures, was repealed by Ordinance No. 1110.
2. Chapter 6A, Affordable Housing, was amended by Ordinance No. 1363 on March 4, 2002 in order to address potential conflicts between the Spring Lake Specific Plan and the City's Affordable Housing Ordinance.
3. Chapter 6A, Affordable Housing, was amended in its entirety by Ordinance No. 1393 on June 1, 2004.

Article I. Findings and Purpose.

Sec. 6A-1-10. Findings.

The City Council finds and determines that:

1. It is a goal of the City of Woodland to achieve a balanced community with housing available for households with a range of income levels.
2. Increasingly, persons of very low, low, and moderate-income who work and/or live within the City are unable to locate housing at prices they can afford and are increasingly excluded from living within the City.
3. The high cost of newly constructed housing does not, to any appreciable extent, provide housing affordable to very low, low, and moderate-income families, and continued new development which does not include an affordable housing component or contribute toward lower cost housing will further aggravate the current housing problems by reducing the supply of developable land.
4. The housing shortage for persons of very low, low, and moderate-income is detrimental to the public health, safety and welfare of the residents of the City.
5. It is a public purpose of the City, and a public policy of the State as mandated by the requirements for a Housing Element within the City's General Plan to make available an adequate supply of housing for persons of all economic segments of the community.
6. State and Federal funds to assist in the construction of new affordable housing are limited, and the City has limited resources with which to leverage these State and Federal funds.

7. In order to meet the City's share of regional housing needs for very low, low, and moderate-income families, the City's Housing Element requires that a portion of the dwelling units contained in new residential developments be affordable to very low, low, and moderate-income families.

Sec. 6A-1-20. Purpose.

The purpose of this chapter is to enhance the public welfare and assure that new residential developments contribute to the attainment of the City's housing goals by increasing the production of dwelling units affordable by families of very low, low, and moderate-income.

Article II. Definitions.

Sec. 6A-2-10. Definitions.

- a) "Affordable" means a unit provided at an affordable rent or affordable housing cost.

- b) "Affordable Housing Cost" for a purchaser means the monthly amount that is affordable to a low or moderate-income household. The method for calculating affordable housing costs is included in section 6A-5-30 of this chapter.
- c) "Affordable Housing Ordinance" means Chapter 6A, Affordable Housing of the City of Woodland's City Code.
- d) "Affordable Purchase Price" means the maximum sale price a qualified purchaser may be required to pay for the affordable unit, as determined in accordance with the provisions of this chapter.
- e) "Affordable Rent" means the monthly rent that is affordable to a low or very low-income household. Affordable rent shall be calculated using 50% of Yolo County Area Median Income for very low-income households and 80% for low-income households, adjusted for household size. The method for calculating affordable rent is included in section 6A-4-40 of this chapter.
- f) "Area Median Income" has the definition set forth in Section 50093 of the California Health and Safety Code, as that section may be amended from time-to-time.
- g) "City" means the City of Woodland.
- h) "City Manager" means the Woodland City Manager or his or her designee.
- i) "Community Development Director" means the Director of the Woodland Community Development Department or his or her designee.
- j) "Density Bonus" means an entitlement to build a number of dwelling units in excess of that number which would otherwise be permitted under the General Plan and Zoning Code.
- k) "Developer" means the owner of any real property upon which a residential project is to be constructed and/or the applicant for development of any such project.
- l) "Dwelling Unit" or "Unit" means one room or a suite of two or more rooms designed for, intended for, or used by one household as their principal residence, which family lives, sleeps and cooks therein, and which unit has at least one kitchen or kitchenette.

- m) "For-Sale Units" means those dwelling units developed as part of a residential or mixed-use project which the developer intends will be offered for individual sale or which could be offered for individual sale, including but not limited to detached homes, duplex units, condominiums, and cooperatives.
- n) "General Plan" means the General Plan of the City, as it may be amended from time to time.
- o) "Inclusionary Unit" means a dwelling unit developed pursuant to an Inclusionary Housing Agreement to satisfy the requirements of this chapter, including for-sale units available at an affordable housing cost, and multifamily rental units available at an affordable rent.
- p) "Inclusionary Housing Agreement," "Regulatory Agreement," or "Agreement" means the agreement between the developer or owner of a residential project and the City that contains specific plans for implementing the affordable housing requirements of this chapter for the specific project.
- q) "In-Lieu Fees" means a fee paid to the City's Affordable Housing Fund to facilitate the construction of housing units for very low and low-income households. The method for calculating in-lieu fees is included in section 6A-5-20 of this Chapter.
- r) "Low and Very Low-Income" means those income levels determined periodically by the U.S. Department of Housing and Urban Development based on the Yolo County Area Median Income levels adjusted for family size. A low-income household shall be a household earning over fifty and less than or equal to eighty percent of the Area Median Income, adjusted for family size. A very low-income household shall be a household earning less than or equal to fifty percent of the Yolo County Area Median Income adjusted for family size.
- s) "Market-Rate Unit" means a unit not restricted to an affordable housing cost or affordable rent.
- t) "Moderate-Income" means the income level determined periodically by the U.S. Department of Housing and Urban Development based on the Yolo County Area Median Income levels adjusted for family size. A moderate-income household shall be a household earning over eighty and less than or equal to one hundred twenty percent of the Yolo County Area Median Income adjusted for family size.

- u) "Multifamily Rental Units" means those dwelling units developed as part of a residential project which the developer intends will be offered for rent or which are customarily offered for rent.
- v) "Notice of Intent to Sell" means the notice provided by owners of for-sale units to the City of their intent to offer their unit for sale. The covenants recorded against the property on which the unit is located shall provide that the owner shall provide a Notice of Intent to Sell in the manner prescribed in this chapter.
- w) "One Location" means all adjacent land owned or controlled by the same owner, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road, or other public or private right-of-way.
- x) "Owner" includes a person, persons, firm, partnership, association, joint venture, corporation, or any public or private entity or entities or the owner's agent or assignee.
- y) "Qualified Purchaser" means a person or household approved for ownership of an affordable dwelling unit by the Community Development Director in accordance with the provisions of this chapter.
- z) "Residential Lot" means any parcel of land created with the intention that it will be used for the development of a dwelling unit.
- aa) "Residential Project" or "Project" means any project involving the construction of two or more dwelling units at one location and requiring the issuance of a building permit, including in the aggregate all dwelling units or residential lots for which discretionary approvals have been applied for from or granted by the City.
- bb) "Special Needs Housing" means housing for certain disadvantaged groups, including but not limited to, seniors, disabled, and homeless persons or families.
- cc) "Zoning Code" means the Zoning Code of the City of Woodland, as it may be amended from time to time.

Article III. General Provisions.

Sec. 6A-3-10. Application of Affordable Housing Ordinance

The requirements contained in this chapter shall apply to all new residential projects located within all existing or new areas of the City, except as noted below.

Southeast Area Specific Plan

For residential projects located on parcels designated for residential use by the Southeast Area Specific Plan ("SEASP"), in the event of a conflict between the provisions of this chapter and the SEASP, the applicable provisions of the SEASP shall control. However, residential projects located on parcels within the SEASP that are re-zoned for residential use shall be subject to all requirements and provisions of this chapter.

Spring Lake Specific Plan

The Affordable Housing Ordinance shall regulate development of affordable housing in the Spring Lake Specific Plan ("SLSP") except to the extent that a specific provision or regulation in the SLSP conflicts with the Affordable Housing Ordinance. In this event, the SLSP shall control. Where the SLSP is silent or ambiguous, the provisions of this chapter shall apply directly for the purpose of interpretation, as appropriate.

Publicly Subsidized Projects

For residential projects that receive local, State, or Federal subsidy with requirements and regulations differing from this chapter, the stricter provisions pertaining to affordability shall prevail.

Sec. 6A-3-20. General Inclusionary Housing Requirements

The Affordable Housing Ordinance specifies requirements based on unit type as follows:

For-Sale Units

10 percent of new for-sale units shall be affordable to low-income households.

This requirement shall apply to all for-sale projects of at least 8 units in size. Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

The City Council may determine the need to implement an additional requirement for 10 percent of new for-sale units to be affordable to moderate-income households, based on prevailing conditions in the housing market. Such a finding would require an amendment to this chapter as well as an amendment to the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan.

Multifamily Rental Units

10 percent of all multifamily rental units shall be affordable to low-income households and 20 percent shall be affordable to very low-income households;

-or-

25 percent of the units shall be affordable to very low-income households.

These requirements shall apply to all multifamily rental projects of at least 10 units. Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

For infill multifamily rental projects of less than 40 units located within the Redevelopment Project Area the City Council may determine, that based on substantial evidence provided by the developer, standard application of the inclusionary requirement will make the project infeasible to develop. For projects in which such a determination is made, the following shall apply:

1. The project shall receive at least two of the bonus incentives provided in Section 25-21-25 of the Zoning Ordinance (Bonus Incentive Projects) if the granting of such incentives will allow the developer to meet the standard level of affordability for very low and low-income households required by this section.
2. If, even with bonus incentives, the project is determined to be infeasible under the standard affordability requirements, the project shall be required to include a minimum of at least the percentages of units affordable to very low, low, and moderate-income households required by California Redevelopment Law, as it may be amended from time to time.

Sec. 6A-3-30. Inclusionary Housing Agreements

The Inclusionary Housing Agreement, or Regulatory Agreement, is the means by which the City ensures that a residential project complies with the applicable affordable housing requirements. An applicant shall enter into a written Inclusionary Housing Agreement with the City that specifically sets out the manner in which affordable housing obligations will be met under the terms of this chapter.

The Inclusionary Housing Agreement shall be executed by the applicant and the City. The applicant's proposed tentative map will be subject to the conditions of the Inclusionary Housing Agreement. The Inclusionary Housing Agreement shall be completed and signed prior to approval of the applicant's final map. The Agreement shall contain all the applicable information identified in the Agreement Checklist provided in this section.

This Agreement must include an acknowledgment that the applicant received a copy of the Affordable Housing Ordinance. Moreover, the Agreement must obligate the applicant to provide a copy of this Agreement to anyone to whom the subject residential lots or units are transferred or sold

The Inclusionary Housing Agreement shall provide assurances satisfactory to the City Attorney, Community Development Director, Housing Specialist, and City Manager of the applicant's obligation and capacity to meet the affordable housing obligations under this chapter. The Inclusionary Housing Agreement shall also include all applicable and necessary information and obligations including, but not limited to, those items listed in the Agreement Checklist below. A memorandum of the Inclusionary Housing Agreement shall be recorded with the Yolo County Recorder's office.

Agreement Check List

The Inclusionary Housing Agreement shall contain the following information:

- a) Location, zoning designation and ownership of the residential project;
- b) The number of affordable dwelling units that the applicant is responsible to provide at each income level;
- c) The exact location of the affordable dwelling units (i.e., identify specific lots for affordable for-sale units and site/parcel for multifamily rental projects);
- d) The dwelling unit mix and square footage of the affordable dwelling units as compared to dwelling unit mix and square footage of the market-rate units;
- e) Term of affordability for the affordable dwelling units;
- f) Scheduling and phasing of construction of affordable dwelling units;
- g) Identification of applicant-funded subsidy or financial assistance, if any, for affordable for-sale units;
- h) Affirmative marketing plan that ensures outreach to income-eligible households regarding the availability of affordable dwelling units. Such affirmative marketing shall at least include advertising in the local newspaper and sending notices to local government and nonprofit agencies that serve very low and low-income persons and families. The City shall maintain an updated list of these agencies.
- i) Specify if any or all of the affordable dwelling units will be special needs housing for seniors, disabled, homeless persons or other special needs population and, if so, the unique features or services that are appropriate for that special needs population. The City will participate in securing funding for those projects that provide special needs housing units. The City's special needs housing demand will be addressed as guided by the Housing Element, and based on any new

information regarding increased need or demand for special needs housing as it becomes available from the Census or other sources.

- j) Detailed description of for-sale affordable units, if different than market-rate units, including floor plan and list of amenities and features of the unit.

In addition, the Inclusionary Housing Agreement shall include the following terms:

- k) Assurances, to the extent feasible, that the affordable dwelling units will be constructed concurrently with, or prior to, market-rate units in the residential project. In phased developments, inclusionary units may be constructed and occupied in proportion to the number of units in each phase of the residential project. If, as approved by the City, the affordable housing obligation is proposed to be satisfied by land dedication or by a separate third party development agreement (such as an affordable housing developer) and it is not feasible to develop the affordable units prior to or concurrently with the market-rate units, the Agreement must identify the specific residential lots on which the affordable units will be developed. Developers of for-sale residential projects who construct the required affordable units concurrent with their market-rate development shall receive an automatic 100 percent waiver of all building plan check fees (not impact fees) for the affordable units (this excludes re-inspection fees).
- l) Affordable rental dwelling units shall be dispersed throughout the residential project and shall be indistinguishable from market-rate units within any project, including identical quality and amenities as the market-rate units.
- m) Inclusionary Housing Agreements for rental residential projects shall include the requirement that the project will be subject to the City's Affordable Housing Monitoring Program to ensure ongoing compliance with the affordable housing obligations set forth in this chapter and the Inclusionary Housing Agreement, including payment of an annual Monitoring Fee (the amount of the fee is to be determined by the City based on estimated cost to monitor the affordable housing units, and shall be stated in the City's "Affordable Housing Monitoring Program Policies and Guidelines"). The Inclusionary Housing Agreement for a rental residential project shall also include the provisions required by section 6A-4-60 of this chapter ("Monitoring and Compliance Requirements for Rental Projects").
- n) Mechanisms for reservation, protection, and disclosure of affordable lots for projects. Description of language in disclosure documents for use by real estate agents, and visible and prominent signage at residential projects advertising the availability of affordable dwelling units.

If the applicant is proposing to meet the affordable housing obligation by land dedication, then the Inclusionary Housing Agreement shall contain the following additional information:

- o) Location and description of dedicated site and the residential lot(s) contained therein;
- p) Description of physical suitability, economic feasibility, General Plan designation and zoning, infrastructure, frontage improvements, and utility connections available at the dedicated site sufficient to allow for the development of the affordable dwelling units;
- q) Number of dwelling units that may be developed on the residential lots sufficient to meet the affordable housing obligation;
- r) Number of dwelling units at each income level (i.e., very low, low, or moderate-income) to meet or exceed land dedication affordability requirements.

Sec. 6A-3-40. Outreach and Marketing Requirements

Preferences

The City may choose to establish preference categories for the inclusionary units. Possible preferences could include the following:

- a) Persons who have been displaced by a project in Woodland;
- b) Persons who work for the City of Woodland or for the Woodland Joint Unified School District;
- c) Persons who live or work within the City of Woodland;
- d) All other income-eligible persons.

Outreach and Marketing

Affordable Housing Marketing Plan. Prior to marketing the inclusionary units, the developer shall submit an Affordable Housing Marketing Plan to the City for approval. The Affordable Housing Marketing Plan shall outline the developer's plan to identify qualified purchasers (in the case of for-sale projects) or renters (for rental projects) for affordable units throughout the marketing period of a residential project. Substantial evidence shall be submitted to the City that establishes, to the City's reasonable satisfaction that the developer complied with the submitted Affordable Housing Marketing Plan and affirmatively marketed the units throughout the relevant marketing

period. The Affordable Housing Marketing Plan shall include, but not be limited to, the following:

- a) Advertise the availability of the affordable units by placing in newspapers of general circulation in Yolo County and the greater surrounding region no less than eight (8) advertisements, of which no less than three (3) shall be in the Daily Democrat and at least two (2) shall be in a publication with a regional scope. At least one advertisement shall be in a language other than English, such as Spanish. The advertisements in the Daily Democrat shall be at least sixteen square inches. In the event these publications are defunct or space is not available, the Community Development Director shall designate comparable alternative advertising. Advertising shall be required for each release of affordable housing units;
- b) No later than the date of issuance of a building permit for the units, provide written notice to a list of housing organizations and other agencies serving low and very low-income persons and families available from the City informing these organizations of the availability of the affordable units, and requesting that these organizations assist in publicizing the availability of the affordable units to their members and clients;
- c) Place a sign on the site of the residential project advertising the availability of the affordable units and providing contact information throughout the marketing period. This information can be integrated into the primary project sign or included on a separate stand-alone sign with comparable visibility. To the extent possible without obstructing necessary construction activity, the sign described shall be oriented, formatted and situated in such a manner that it is visible to the maximum number of pedestrians and drivers on the nearest public street;
- d) Advertise in such other mediums, such as the Internet, as is reasonably necessary to affirmatively market the affordable units.

Because of the high demand for affordable for-sale units, a lottery system shall be used by the City or the developer to select potential buyers.

- a) Such a lottery or alternative selection process shall be conducted in a fair, unbiased, and non-discriminatory manner, if possible by a third party agreed upon by both the City and the developer. Employees of developers and their families shall not be given preferential treatment in the marketing of the affordable units or in the selection of qualified purchasers.

- b) To enter into the lottery, the developer must ensure that the affordable units will be completed within one hundred and eighty (180) days from the contract date. Extensions may be granted by the Community Development Director for delays beyond the control of the developer such as weather.

Article IV. Requirements for Rental Projects.

Sec. 6A-4-10. Standards Applicable to Rental Projects

Percentage of Affordable Units

Pursuant to this chapter, section 6A-3-20, any developer of a multifamily rental project of at least 10 units shall make at least twenty percent (20%) of the units on-site affordable to and occupied by very low-income households and ten percent (10%) of the units affordable to and occupied by low-income households. In the alternative, the developer may make twenty-five percent (25%) of the units affordable to and occupied by very low-income households.

As previously outlined, for infill multifamily rental projects of less than 40 units located within the Redevelopment Project Area the City Council may determine, that based on substantial evidence provided by the developer, standard application of the inclusionary requirement will make the project infeasible to develop. For projects in which such a determination is made, the following shall apply:

1. The project shall receive at least two of the bonus incentives provided in Section 25-21-25 of the Zoning Ordinance (Bonus Incentive Projects) if the granting of such incentives will allow the developer to meet the standard level of affordability for very low and low-income households required by this section.
2. If, even with bonus incentives, the project is determined to be infeasible under the standard affordability requirements, the project shall be required to include a minimum of at least the percentages of units affordable to very low, low, and moderate-income households required by California Redevelopment Law, as it may be amended from time to time.

Term of Affordability

The affordable rental units constructed on-site shall be permanently affordable.

Requirements for Construction

The affordable units in any one multifamily rental residential project shall be identical to the market-rate units in quality, amenities, size, and number of bedrooms. The

affordable units shall also be visibly indistinguishable from the market-rate units and not be segregated from the market-rate units. Clustering of affordable units is allowed only if required to facilitate the construction of the project. A developer may meet the residential project's affordability obligation by either designating specific individual units as affordable units or using a system of "floating units" where the affordable units may change. However, in either option the residential project must always contain the required number of inclusionary units. The developer shall indicate the preferred option to the City as part of the implementation of the City's Affordable Housing Monitoring Program Guidelines.

If a multifamily rental project has a variety of dwelling unit types with different sizes and number of bedrooms, the developer shall designate affordable units in substantially the same proportion as the market-rate units. For example, if a project has 100 rental units in the following sizes: 50 two-bedroom, 40 one-bedroom, and 10 three-bedroom, and 25 of the total number of units are affordable to very low-income households (i.e., 25%), then 50% of the affordable units should be two-bedroom, 40% one-bedroom, and 10% three-bedroom.

The mix of the affordable dwelling units may be disproportionate to the market-rate units if the Housing Needs Assessment in the City's current Housing Element supports such a mix (e.g., if there is a greater identified need for three-bedroom affordable dwelling units than two-bedroom units, then there may be a disproportionately greater share of affordable three-bedroom units in the residential project). Nevertheless, the gross number of bedrooms in affordable units may not be proportionately less than the gross number of bedrooms in market-rate units in the residential project and the floor area of the bedrooms in affordable units may not be smaller than those in the market-rate units as demonstrated in the following example:

A multifamily rental residential project has 40 one-bedroom, 50 two-bedroom, and 10 three-bedroom dwelling units, which equals 170 total bedrooms in the project. If applying the twenty-five (25%) percent very low-income obligation, then 43 ($.25 \times 170$) of the total number of bedrooms in the project must be affordable to and occupied by very low-income households. In addition, the total square footage of these 43 affordable units must not be less than 25% of the total square footage of all the bedrooms in the project combined.

Criteria for Size and Design of Special Needs Units

For multifamily rental projects that include units that meet categories of special needs housing, the criteria for size and design of these units will be addressed by the City on a project-by-project basis as guided by the Housing Element, and based on any new information regarding increased need or demand for special needs housing as it

becomes available from the Census or other sources. The City will participate in securing funding for those projects that provide special needs housing units in a greater amount of special needs units than required by State or Federal law.

Builders of multifamily rental projects shall comply with applicable State or Federal laws regarding accessible design features for persons with disabilities.

Sec. 6A-4-20. Incentives Available to Rental Projects

Density Bonus

As a matter of right for qualified projects, a developer shall be entitled to a density bonus of up to twenty-five percent (25%) as permitted under California Government Code Section 65915 for on-site construction of affordable units. See City Code Section 25-21-25, Bonus Incentive Projects, for more information on bonus incentives.

Sec. 6A-4-30. Land Dedication for Rental Projects

Land Dedication Option

A developer may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement under this section, if either 1) the developer demonstrates to the City Council that it is not feasible to develop the affordable dwelling units on-site as part of the rental residential project; or 2) in the judgment of the Community Development Director, the developer's proposed land dedication would accomplish the objectives of this chapter.

Dedicated sites for rental residential projects shall be a minimum of two (2) acres unless the City agrees to a smaller site based on a special housing need. The dedicated site shall be economically feasible to develop, of sufficient size to build the required number of affordable units, and physically suitable for development of the required affordable units prior to the dedication of the land. The dedicated site shall also have appropriate General Plan designation and zoning to accommodate the required units, be fully improved with infrastructure, frontage improvements (i.e. curb, gutter, walk), paved street access, utility (i.e. water, gas, sewer, and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.

The City may approve, conditionally approve, or reject such offer of land dedication of any specific property. If the City rejects such an offer of land dedication, the developer shall be required to meet the affordable housing obligations by other means set forth in this chapter.

Density Credit

In determining the amount of land to dedicate to satisfy a developer's affordable housing obligation, the developer shall receive credit for the base density of the dedicated site (e.g., 20 units per acre if the dedicated parcel is zoned R-20).

Development of Dedicated Land

Within one year from the date of conveyance of the dedicated land to the City, the City shall determine, at its discretion, whether the dedicated land will be (1) developed by the City to produce the required affordable dwelling units; or (2) conveyed to an affordable housing developer approved by the City to produce the required affordable dwelling units. The City Council shall determine which affordable housing developer shall be conveyed the land required to produce the affordable dwelling units.

Sec. 6A-4-40. Procedure for Determining Affordable Rent

The method for calculating the affordable rent for an inclusionary unit is shown below. This method shall apply to both low and very low-income inclusionary units. The Community Development Department shall review these assumptions and procedures annually and make revisions as necessary.

The Community Development Department will calculate the initial affordable rents for a residential project at the time that the units will be marketed and made available for rent. The developer is to provide information on the utilities that will be included in the rent and the utilities for which the tenants will be responsible (including the specific type of service).

The following procedure will be used for determining affordable rent:

1. Calculate Income Available for Housing

Determine the family size appropriate to the unit. For purposes of this calculation, "family size appropriate to the unit" means adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit and six persons in the case of a five-bedroom unit.

Determine the household annual income maximum to use for the affordable rent calculation based on the appropriate household size using the current Area Median Income figures for Yolo County as published by HUD. For a very low-income unit, the figure for 50 percent of Area Median Income shall be used. For a low-income unit, the figure of 80 percent of Area Median Income shall be used.

Calculate the amount of monthly income available for housing costs by dividing the maximum household annual income by 12 and then multiplying the maximum household monthly income figure by 30 percent. The resulting figure shall be the household monthly income available for housing costs.

2. Estimate Annual Housing Costs

The household allowance for utilities will be estimated based on the utility costs as shown on the current "Allowance for Tenant-Furnished Utilities and Other Services" table prepared by the Yolo County Housing Authority, using the applicable unit size and unit type (townhouse, garden apartment, or high rise). The costs used will be based on the specifications of the particular unit and the utilities provided by the property owner, for example gas or electric for heating, gas or electric for cooking, etc. Utility tables are updated by the Yolo County Housing Authority every year, and shall be provided by the Community Development Department to developers of rental residential projects in accordance with the City's Affordable Housing Monitoring Program. The maximum rental rates of affordable units shall be adjusted as necessary based on changes to these utility tables. With the approval of the Community Development Director, a property owner may provide a utility survey, verified by the City, in place of the Yolo County Housing Authority's utility tables.

3. Determine Affordable Rent

Affordable rent for an inclusionary unit is determined by subtracting applicable utility costs from the household monthly income available for housing costs. Current affordable rent levels are reviewed and, if necessary, updated by the Community Development Department at least every year, and shall be provided to developers of rental residential projects in accordance with the City's Affordable Housing Monitoring Program requirements. The maximum rental rates of affordable units shall be adjusted as necessary based on changes to household utility allowances or Yolo County Area Median Income levels.

Sec. 6A-4-50. Tenant Eligibility Requirements for Affordable Rental Units

Minimum Household Size

The minimum size of any household occupying an affordable rental unit shall be no less than one person per bedroom.

Maximum Income Limitation

Households renting affordable units shall have incomes that do not exceed 50 percent (very low-income household) or 80 percent (low-income household) of the current Area Median Income for Yolo County as adjusted for household size.

Primary Residence

Eligible households must certify that the unit will be used as a primary residence. Subletting of affordable units is not allowed.

Sec. 6A-4-60. Monitoring and Compliance Requirements for Rental Projects

Each owner of multifamily rental residential projects shall enter into an Inclusionary Housing Agreement (Regulatory Agreement) with the City for each residential project that contains units with affordability restrictions. As a provision of this chapter as well as the Regulatory Agreement, the Community Development Department will be responsible for tracking and monitoring all of the City's inclusionary housing units. This includes maintaining a database of all units as well as files with the required regulatory agreements recorded against each property.

Details on the City's affordable housing monitoring regulations and guidelines are outlined in the "Affordable Housing Monitoring Program Policies and Procedures" document, which is available from the Community Development Department. Owners of multifamily rental residential projects that are subject to the requirements of this chapter are required to pay an annual Monitoring Fee (the amount of the fee is to be determined by the City based on estimated cost to monitor the affordable housing units).

For residential projects that receive a state or federal housing subsidy and are, thus, subject to applicable regulatory agreements and requirements pertaining to each subsidy, these regulatory agreements shall supercede the monitoring requirements outlined in this section.

Multifamily Rental Residential Project Monitoring Requirements

The monitoring requirements of each Regulatory Agreement between the owner and the City shall include all the rental restrictions listed in this chapter and in addition shall require the following:

- a) Owner shall affirmatively market the rental units by sending advertisements describing the affordable units to local newspapers and to the list of local nonprofit and government housing organizations and agencies that serve very low and low-income persons and families.

- b) Owner shall comply with all fair housing laws and not discriminate based on race, ancestry, gender, religion, color, age, national origin, marital status, familial status, sexual orientation, source of income, and disability.
- c) Owner shall not discriminate based on any government rental subsidy, including but not limited to HUD Section 8 assistance. Tenants may utilize Section 8 vouchers to assist in renting inclusionary units; however, the rent levels collected for inclusionary units occupied by tenants using Section 8 vouchers shall remain at the affordable level determined pursuant to section 6A-4-40 of Chapter 6A of the City Code.
- d) Agree to rent affordable units to qualified income-eligible households for a lease term not to exceed one year. At the end of each lease term, the lease may be renewed for up to one year once the owner/manager has re-certified that the household income of the affordable unit remains eligible to the restricted income level of the unit. No household shall be required to terminate its tenancy from such affordable unit absent a showing of good cause. If a very low-income household increases its income so that it no longer qualifies as a very low-income household during its tenancy, it shall be permitted to remain in the affordable unit as long as its income does not exceed the low-income limitation (i.e. 80% of AMI). At vacancy, such unit shall be rented to an eligible very low-income household and the affordable rent level for a very low-income household, unless the affordable unit requirement has been met by renting other vacant units at the appropriate affordable rent level.

Rental projects shall be monitored every year to review tenant incomes and rents. The Community Development Department shall mail letters and forms to all property owners requesting information related to the affordable units, the rents charged, and the current tenants. The project owner is responsible for providing income certification forms (in a format either provided by or approved in advance by the City) to the applicable tenants and returning the completed forms to the City as required by the City's Affordable Housing Monitoring Program Policies and Procedures.

The Community Development Department reviews the information submitted for each residential project to make sure that the project is in compliance with its Regulatory Agreement. Staff will notify the project owner of any discrepancies and establish the best practice for bringing the residential project into compliance with the applicable requirements of its Regulatory Agreement in the timeliest manner possible. For example, the project owner may be required to rent out available vacant units within the residential project as affordable units, or rent out other units as they become available as affordable units, in order to meet the affordable units requirement for the residential project.

Article V. Requirements for For-Sale Projects.

Sec. 6A-5-10. Standards Applicable to For-Sale Projects

Percentage of Affordable Units

Any developer of a for-sale residential project of at least 8 units shall make at least ten percent (10%) of the dwelling units affordable to and occupied by low-income households. Per Section 6A-3-20 of this chapter ("General Inclusionary Housing Requirements"), the City Council may determine the need to implement an additional requirement for 10 percent of new for-sale units to be affordable to moderate-income households, based on prevailing conditions in the housing market. As previously stated, such a finding would require an amendment to this chapter as well as an amendment to the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan.

Term of Affordability

For-sale units shall be affordable for the longest feasible time but not less than ten (10) years. This affordability requirement of at least ten years for affordable for-sale units will be reset at each transfer of title upon re-sale to a qualified low-income buyer, as outlined in section 6A-5-50 of this chapter ("Resale Requirements for Affordable Units").

Requirements for Construction

Number of Bedrooms.

- a) It is the goal that the Affordable units "blend in" with the Market Rate units, which can be achieved through providing a variety of elevations and unit mixes within the residential project. Affordable for sale units may be smaller in square footage than the market rate units in a residential project that trigger the affordable housing obligation to a minimum unit living area of 850 square feet. However, a mix of bedroom numbers and greater square footage among for sale homes shall be implemented whenever feasible in order to accommodate larger low income households.

Except as provided for elsewhere in this Section, there shall be an average of three bedrooms provided per affordable unit, and the Developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace.

- b) A developer of a for-sale residential project may request an exemption from the requirements of this subsection if, based upon substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the Community Development Director.

Affordable units shall not be clustered but be dispersed throughout the residential project and be comparable in infrastructure (including sewer, water, and other utilities) and construction quality to the market-rate units. A cluster is considered to be four (4) or more units adjacent to each other. Duplexes shall not be allowed as the only affordable units, unless all units in the development are duplexes. The developer shall submit, along with a map review fee, proposed locations for affordable units with the tentative map for approval by the City. If the developer desires to alter the approved locations of the affordable units, the requested alterations shall be submitted, along with a map review fee, with the final map. The map review fee shall be set by resolution of the City Council, as amended from time to time.

Affordable units must be visibly indistinguishable from the exterior in comparison with surrounding market-rate units. Affordable for-sale units may have different interior finishes and features than market-rate units so long as the interior features are durable, of good quality, and consistent with contemporary standards for new housing.

Criteria for Size and Design of Units to Meet Special Needs Housing

For residential projects that include units that meet categories of special needs housing, the criteria for size and design of these units will be addressed by the City on a project-by-project basis as guided by the Housing Element, and based on any new information regarding increased need or demand for special needs housing as it becomes available from the Census or other sources. The City will participate in securing funding for those projects that provide special needs housing units in a greater amount of special needs units than required by State or Federal law.

Builders of for-sale projects shall comply with applicable State and Federal laws regarding accessible design features for persons with disabilities. Homebuyers of affordable units shall be offered “universal design” or “visitability” features to be incorporated into the construction of the unit by the builder. Such modifications shall be paid for by the homebuyer, independent of and in addition to the amount calculated as the affordable purchase price of the unit. Information on “universal design” and “visitability” building features is available from the Community Development Department upon request.

Sec. 6A-5-20. Possible Alternatives to On-Site Construction of Affordable For-Sale Units

Possible Sale or Dedication of Land to Affordable Housing Developers.

In a possible alternative to on-site construction of affordable units, the developer may propose to either sell or dedicate sufficient residential lots to a nonprofit developer to satisfy its affordable for-sale housing obligation if, to the City's satisfaction, it will enable the affordable housing developer to build the for-sale units and sell them at an affordable housing cost to low-income purchasers. Such an alternative proposal shall only be accepted if the Community Development Director determines that the proposal furthers the purpose of this chapter.

At the time of sale or dedication to the affordable housing developer, the residential lots shall be economically feasible to develop, of sufficient size to build the required number of affordable units, and physically suitable for development of the required affordable units. The residential lots shall also have appropriate General Plan designation and zoning to accommodate the required number of dwelling units, be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer, and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City. To exercise this option, the developer shall have a maximum of ninety (90) days from the date that the residential lots are finished with the above improvements to either sell or dedicate the lots to an affordable housing developer.

Land Dedication Option

If a developer provides substantial evidence to prove that it is not feasible to develop the required affordable units on-site at a residential project, that developer may make an irrevocable offer of sufficient land within the City to satisfy the affordability requirements of this chapter. The dedicated site shall be economically feasible to develop, of sufficient size to build the required number of affordable units, and physically suitable for development of the required affordable units prior to dedication of the land.

The dedicated site shall also have appropriate General Plan designation and zoning to accommodate the required number of units, be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer, and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or by the City. The City may approve, conditionally approve, or reject such offer of dedication of any specific property. If the City rejects such offer of land dedication, the developer or its designee shall be required to meet the affordable housing obligations by other means set forth in this chapter.

Development of Dedicated Land.

The dedication of land for affordable for-sale lots must result in the development of affordable for-sale units and not multifamily rental units.

Within one year from the date of conveyance of the dedicated land to the City, the City shall determine, at its discretion, whether the dedicated land will be (a) developed by the City to produce the required affordable units; or (b) conveyed to an affordable housing developer or other third party who shall enter into an agreement with the City to produce such affordable units.

In-Lieu Fees.

For for-sale residential projects of less than 50 units where the City Council determines that it is not feasible or suitable for the for-sale residential project to have on-site affordable units, the City and developer may agree to a contribution of in-lieu fees to satisfy the developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

At the time of Tentative Map approval, if applicable, the City will provide the developer with an estimate of the in-lieu fees for the residential project. This in-lieu fee calculation at the time of Tentative Map is only an estimate and is subject to revision and verification at the time of construction, as the estimated sales price of units in the residential project at the Tentative Map stage may change by the time the project is actually built.

The in-lieu fee for each affordable unit for which the developer is responsible under this provision shall be sufficient to make up the gap between (i) the affordable purchase price for a low-income household and (ii) the market value as determined by an appraisal (i.e. the "affordability gap"), plus a fee for administration of the City's Inclusionary Housing Program. The appraisal shall be completed no earlier than six (6) months prior to the calculation of the in-lieu fee. The administration fee shall be assessed per unit of the residential project, and shall be based on an appropriate percentage of the "affordability gap" for affordable units. The in-lieu fee for a residential project shall be determined using the following methodology:

1. The market value as determined by an appraisal - (minus) the affordable purchase price of a low-income household for the residential project. This amount determines the "affordability gap."
2. Calculate the inclusionary unit amount for the residential project at 10% of the total (fractions of a whole unit shall be rounded up).

3. Multiply the “affordability gap” by the number of inclusionary units required for the residential project.

The product of this calculation plus the administration fee per unit equals the in-lieu fee to be charged for the residential project.

An example of an in-lieu fee calculation for a 20-unit for-sale single-family residential project is as follows:

Market value as determined by an appraisal = \$250,000
Affordable purchase price for low-income household = \$150,000
Affordability Gap = \$100,000
Inclusionary unit requirement = 2 units (10% of 20 units)
\$100,000 *Affordability Gap* x (times) 2 units = \$200,000
\$200,000 + administrative fee = *in-lieu fee for the residential project*

If the City determines that the developer may contribute in-lieu fees, the developer must pay such fees as a lump sum prior to the issuance of the first building permit for the residential project. No building permit or certificate of occupancy shall be issued by the City until the developer provides written proof of the payment of all in-lieu fees.

Sec. 6A-5-30. Procedure for Sale of Affordable Units

Initial Estimate of Affordable Purchase Prices

Prior to entering into an Inclusionary Housing Agreement, at the request of the developer of a for-sale residential project, the Community Development Department will assist developers in estimating the calculations of maximum affordable purchase prices based on the assumptions provided in this section. These estimations shall only be for the purpose of projecting the feasibility of the project and shall not be binding, as prevailing conditions in the housing market and fluctuations in interest rates may affect the final calculation of affordable purchase prices. The timing and procedure for final calculation of affordable purchase prices shall occur pursuant to the provisions of this section.

Method for Sale of Affordable Units

The method for the sale of affordable units is shown below. The Community Development Department shall review these assumptions and procedures annually and make revisions as necessary:

1. Units Appraised at Fair Market Value

At the time that the unit will be marketed and made available for sale, the fair market value of the unit will be determined. This determination will be made by a qualified appraiser who will be selected by the Community Development Director and paid for by the developer.

2. Calculation of Affordable Maximum First Mortgage

The sale of affordable units will be implemented by a “silent second” mortgage program by the City. After the fair market value of the unit has been determined, the City will calculate the affordable maximum first mortgage amount for a qualified low-income purchaser of the unit. The following procedure will be used for determining the affordable maximum first mortgage amount:

- A.** Determine the family size appropriate to the unit. For purposes of this calculation, “adjusted for family size appropriate to the unit” means adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit and six persons in the case of a five-bedroom unit.
- B.** Determine the household income available for the affordable maximum first mortgage calculation for a low-income household based on the appropriate household size using the current HUD Area Median Income figures for Yolo County. The calculation of available household income should be based on 80% of Area Median Income for the appropriate household size.
- C.** Calculate the amount of income available for housing costs by multiplying the income figure by 30 percent. For the purpose of determining the affordable purchase price, the cost of utilities, property taxes, insurance, primary mortgage insurance, maintenance and repair costs, and like expenses are not required to be included in the calculation. Homeowners’ association dues may be included in the calculation of affordable purchase price if the Community Development Department determines that such costs would place a substantial burden on the low-income homeowners’ ability to purchase a home and make monthly mortgage payments.

3. Limitation of Down Payment Requirement

For purposes of this calculation, required down payments for low-income purchasers shall be limited to no more than five percent (5%) of the purchase price. The developer/seller may not require a buyer to make a larger down payment but a buyer may elect to make a larger down payment in order to reduce the amount of the first

mortgage. This limit to the down payment requirement is intended to provide greater flexibility for low-income homebuyers who might find it difficult to provide a higher down payment amount.

4. Calculation of “Silent Second” and Regulatory Agreement Equity Share.

The “silent second”-shall be in the amount of \$1,000. A note and deed of trust, or other appropriate document, securing the silent second will be recorded and assigned to the City at the time of sale of each affordable unit. The promissory note and deed of trust, or other designated document, will remain a lien against the property, subordinate to the first mortgage. This note will have a 30-year due date which can be extended by the Community Development Director. The Regulatory Agreement recorded against the property shall include an equity share baseline in the amount of the difference between 95% of the purchase price (or purchase price minus down payment amount) and the amount of the affordable maximum first mortgage. The equity share shall be triggered and calculated at the sale of the affordable unit to a non-qualified purchaser or at a non-affordable price.

Payoff of the Silent Second and Regulatory Agreement Equity Share.

The silent second may not be prepaid during its first ten (10) years, as long as the low-income purchaser occupies the unit as their primary residence during this period. The amount due to the City under the equity share provision of the Regulatory Agreement at the eventual payoff of the silent second or the sale of the affordable unit to a non-qualified purchaser or at a non-affordable price shall be the amount which bears the equal ratio to the fair market value at the time the silent second is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price. For example, if the original sales price was \$200,000 and the original equity share baseline was \$50,000, the ratio would be 25%. If the fair market value at the time of payoff were \$400,000, the amount due the City would be \$100,000, or 25% of \$400,000. In another case, if the property rose in value to \$250,000, the 25% ratio would dictate the payoff amount to the City to be \$62,500.

Affordable Housing Fund.

Funds received by the City through payoffs of equity share provisions of Regulatory Agreements will be deposited into the City’s Affordable Housing Fund. These funds may be used at the discretion of the Community Development Director to make additional affordable housing loans to income-qualified purchasers to facilitate the purchase of homes, to subsidize affordable multifamily projects, or for any other use to promote the development of affordable housing within the City of Woodland. Up to ten percent (10%)

of each year's income from the Affordable Housing Fund may be used for administration and ongoing monitoring of loans made from the Fund.

Sec. 6A-5-40. Homebuyer Eligibility Requirements for Affordable Units

Maximum Income Limitation

Low- income households purchasing affordable units shall have incomes that do not exceed eighty percent (80%) of the current Area Median Income for Yolo County as adjusted for household size. In the event that the developer or owner is unable to locate a qualified low-income household purchaser within ninety (90) days, the City shall market for sixty (60) days to households with incomes up to one hundred percent (100%) of the Area Median Income for Yolo County as adjusted for household size. If no qualified purchaser has been identified, the City shall then market for sixty (60) days to households with incomes up to one hundred and twenty percent (120%) of the Area Median Income for Yolo County as adjusted for household size.

Primary Residence Certification

Purchasers must certify that the home will be used as a primary residence.

Sec. 6A-5-50. Resale Requirements for Affordable Units

Conditions of Owner-Occupancy Hardship

For so long as the qualified purchaser (owner) owns the unit, the unit will be occupied solely by the owner and the owner's immediate family as the owner's principal place of residency. Notwithstanding the foregoing, however, the Community Development Director may authorize the owner to rent-out the affordable unit, for a cumulative period not to exceed one year, if the owner establishes to the Community Development Director's reasonable satisfaction that the owner-occupancy requirement would cause hardship to the owner because of:

1. Divorce or separation of the owner(s);
2. The extended absence from the affordable unit by the owner because of the serious illness or disability of the owner or a member of the owner's household or immediate family.
3. Absolute necessity for immediate relocation of the owner from the greater Sacramento area for purposes for the owners' employment; or
4. The owner's loss of employment.

The purpose of the foregoing limited exceptions to the owner-occupancy requirement is to allow the owner to recover from a temporary inability to occupy the affordable unit or

to provide for the orderly disposition of the unit in cases of hardship, and is not intended to permit long-term rental of the unit. For these reasons, the term “hardship” shall be narrowly construed and a condition of hardship shall be considered to exist for the minimum possible time.

Procedure for Resale of the Affordable Dwelling Unit

In order to maintain the affordability of the for-sale affordable units the City shall impose the following resale conditions. No for-sale affordable units shall be offered for resale or resold other than in the manner provided herein until the owner/purchaser has owned the house for ten years or longer:

1. Prior to advertising the availability of the for-sale affordable unit or otherwise offering the unit for sale, the owner shall provide the City with a Notice of Owner’s Intent to Sell the Unit. The notice shall indicate the location of the unit and the number of bedrooms contained in the unit. The notice shall provide the City a period of thirty calendar days after receipt of such notice (resale marketing period) to either (1) provide the owner with an active and current list of interested and qualified purchasers, or (2) determine that no interested and qualified purchaser is available.
2. Following the receipt of such notice, the City shall either complete or require the owner to have completed an appraisal report to determine the fair market value of the unit. This appraised value will be used by the City to determine the seller’s equity share provision obligation, equaling the amount which bears the same ratio to the fair market value at the time the note is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price. The City will also use the appraisal of the affordable unit to determine the amount of subsidy in the form of the assumed and possibly increased equity share provision that will be required by the subsequent qualified purchaser of the affordable unit.
3. Upon receipt of the Notice of Owner’s Intent to Sell, the City shall also provide the owner with a disclosure form that must be completed by a prospective qualified purchaser and returned to the City. The primary purposes of the disclosure form shall be to: 1) provide the City with information that the City will need to confirm that the prospective purchaser of the unit is a qualified purchaser; and 2) ensure that the prospective purchaser of the unit is aware of the owner-occupancy and resale restrictions applicable to the affordable unit.
4. Within three days after executing any contract or agreement for sale of the affordable unit, the owner shall deliver to the City a copy of the contract or

agreement, together with the completed and fully executed disclosure form and evidence supporting the prospective purchaser's gross income as shown on the disclosure form. The proposed sale shall be deemed approved unless the City, within ten days after receipt of such information, provides notice to the owner either that: 1) the proposed sale does not comply with the provisions of this chapter; or 2) additional information is required. If the proposed sale is disapproved or if the City determines that additional information is required, the notification shall be accompanied by a statement of the reason(s) for that decision.

Resale to a Qualified Purchaser

Each qualified purchaser shall be required to purchase the affordable unit with cash, a mortgage secured by a first deed of trust on the affordable unit, or a combination of the two.

At close of escrow the owner shall assign, and the qualified purchaser shall assume, the note, or other applicable document securing the City's silent second subsidy on the property. The ten-year occupancy requirement and restrictions on re-sale applied to the original qualified purchaser of the affordable unit shall be reset to the date the note or applicable document is assumed by the subsequent qualified purchaser. The subsequent qualified purchaser shall enter into a Regulatory Agreement with the City which shall be recorded against the property.

The City may provide an additional subsidy (if available) to increase the amount of the equity share provision of the Regulatory Agreement in order to allow the qualified purchaser to purchase the unit (i.e. increase the percentage of the purchase price which is represented by the equity share baseline).

The City shall subordinate its lien to any commercial lender providing a loan to enable the qualified purchaser to purchase the affordable unit, providing the amount of such loan does not exceed the purchase price for the affordable unit plus the qualified purchaser's actual share of closing costs and other related expenses.

Sec. 6A-5-60. Limited Exceptions to Resale Requirements

Inability to Identify a Qualified Purchaser

In the event the owner or the City is unable to identify a qualified purchaser who is able to purchase the unit within the resale marketing period in compliance with the sales timelines of this chapter and the Regulatory Agreement, the City shall have the right to purchase the unit at the Affordable Purchase Price. If the City decides not to purchase the unit, the owner may, with the prior written consent of the City, sell the unit to a non-

qualified purchaser without regard to the purchaser's income. The owner's request to the City to sell to a non-qualified purchaser shall be accompanied by evidence establishing that the owner has actively and in good faith attempted to identify a qualified purchaser for the unit throughout the resale marketing period using affirmative marketing measures. "Affirmative marketing" means that the owner shall have continuously listed the property on the multiple listing service and shall have acted in good faith in responding to inquiries and offers from qualified purchasers.

In the event of an approved resale to a non-qualified purchaser due to the seller's and the City's inability to identify a qualified purchaser within the ten-year occupancy requirement, the seller shall be required to pay off the equity share provision of the Regulatory Agreement to the City at the close of escrow. The amount due to the City shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

Resale Necessitated by Hardship

The owner may sell the unit to a non-qualified purchaser during the ten-year affordability period and pay off the equity share provision of the Regulatory Agreement to the City in full if the Community Development Director reasonably determines that the sale of the unit to a non-qualified purchaser is necessary due to circumstances of hardship, or "excluded transfers," which may include:

- a) Financial hardship causing risk of default of the owner's first mortgage.
- b) A transfer resulting from the death of the owner;
- c) A transfer to the owner and his or her spouse as joint tenants;
- d) A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;

No excluded transfer shall be effective unless the City has received a written request to approve the excluded transfer not less than thirty (30) days prior to the proposed date of transfer. Any such request shall be accompanied by documentation supporting the basis for the excluded transfer.

In the event of an approved resale to a non-qualified purchaser necessitated by the seller's circumstance of hardship within the ten-year occupancy requirement, the seller shall be required to pay off the equity share provision of the Regulatory Agreement to the City at the close of escrow. As previously stated, the amount due to the City shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

The City may record a default notice on any affordable unit. In the event of default, the City, in its discretion, may purchase the unit. In the event the City purchases an affordable unit pursuant to this subsection or subsection (a)(1), the City shall take reasonable steps necessary to maintain the affordability of the unit and identify a qualified purchaser. The City shall not maintain ownership and rent the affordable unit.

Resale after Close of Ten Year Occupancy Requirement

The resale restrictions for affordable units shall be removed after a qualified purchaser has occupied the unit as their primary residence for at least ten (10) years. However, the silent second note will remain with the property secured by the deed of trust or other applicable document until either a) the unit is sold; or b) the silent second becomes amortized and payable after 30 years per the provisions of this chapter, unless extended by the Community Development Director.

In the event that the affordable unit is resold at fair market value, the equity share provision of the Regulatory Agreement is due in full at the close of escrow. Again, the amount due to the City shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

Sec. 6A-5-70. Monitoring and Compliance Requirements for For-Sale Units **Single-Family Residential Project Monitoring Requirements**

Affordable for-sale units will be monitored to make sure that the owners are complying with the occupancy requirement and are not subleasing the property. Certified/return-receipt mailings will be sent to the owners of affordable for-sale units at least once every two years with a form requesting the required certifications. In addition, the mailing should restate the restrictions regarding sale or refinancing of the property.

Article VI. Administration.

Sec. 6A-6-10. Administration of Inclusionary Housing Program

The Community Development Department shall be responsible for the implementation of this chapter. Guidelines implementing this chapter shall be maintained by the Community Development Department. Revisions to the guidelines necessary to comply with local, state and federal law may be approved by the Community Development Director. Any other substantive revisions to the administration of the Plan shall be made with the approval of the City Council Affordable Housing Subcommittee.

Sec. 6A-6-20. Administrative Review of Adverse Determinations

Any applicant or other person who contends that his or her interests have been adversely affected by a determination in regard to this chapter or the guidelines prepared by the Community Development Department for the implementation of this chapter may appeal such determination to City Council by filing a written appeal with the City Clerk within ten calendar days after the determination or requirement is made. Said appeal shall be accompanied by a filing fee as prescribed by City Council resolution. At its next regular meeting after the filing of such appeal, the City Council shall set a date for a public hearing on the matter and shall mail notice of the hearing at least ten calendar days prior to said hearing.

The City Council may reverse or modify any such determination if it finds that the action under appeal does not conform to the provisions of this chapter or to the guidelines prepared by the Community Development Department for the implementation of this chapter.

Sec. 6A-6-30. Judicial Review

Nothing in this chapter shall in any way preclude or limit any aggrieved party from seeking judicial review after such person has exhausted the administrative remedies provided by this chapter. However, it shall be conclusively presumed that a litigant has not exhausted his/her administrative remedies as to any issue which is not raised in the administrative proceedings authorized herein.

Sec. 6A-6-40. Penalties and Enforcement

Any person violating any provision or failing to comply with any of the requirements of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable for each offense by a fine, or by imprisonment in the county jail, or by both fine and imprisonment. Such person shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this chapter is commenced, continued, or permitted and shall be punished as herein provided.

In lieu of or in addition to the penalties prescribed above, the City may institute such other legal proceedings as it deems necessary and proper for the enforcement of the terms of this chapter, including but not limited to actions for specific performance, injunctive relief, or such other legal or equitable remedies as may be available under State or Federal law.

APPENDIX F

**CITY COUNCIL RESOLUTION TO ADOPT THE AMENDED SPRING
LAKE SPECIFIC PLAN AFFORDABLE HOUSING PLAN**

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND AMENDING THE SPRING
LAKE AFFORDABLE HOUSING PLAN AND
APPROVING AN AMENDMENT TO THE ANNUAL
ACTION PLAN FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

WHEREAS, as part of the approval of the Spring Lake Specific Plan (“SLSP”), the City of Woodland (“City”) implemented an inclusionary housing program to ensure that there would be a distribution of incomes throughout the SLSP Area; and

WHEREAS, the inclusionary housing program was initiated in the SLSP and was more fully defined in the Spring Lake Affordable Housing Plan (“SLAHP”) that was adopted by the City Council on May 20, 2003; and

WHEREAS, since the first units entered the inclusionary housing program in June of 2006, the City has encountered difficulties closing the units and moving in qualified purchasers; and

WHEREAS, over the course of two meetings (October 9 and 12, 2007), the City Council Affordable Housing Subcommittee reviewed proposed changes to the SLAHP and developed recommendations for appropriate revisions to the SLAHP; and

WHEREAS, the City annually receives an allocation of Community Development Block Grant (CDBG) Funds from the Department of Housing and Urban Development (HUD);

WHEREAS, as part of the program requirements, the City must submit the Annual Action Plan that describes how the funding will be spent for the following program year;

WHEREAS, the Annual Action Plan is required to be amended during the year for any program changes;

WHEREAS, the City may also use CDBG funds to for first time homebuyer activities; and

WHEREAS, the City funds a CDBG housing rehabilitation program which is underutilized.

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

SECTION 1. The City Council amends and adopts the Spring Lake Affordable Housing Plan revised as provided in Exhibit “A” hereto and incorporated herein by reference.

SLSP Housing Plan

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SECTION 2. The City Council approves amending the 2007-2008 CDBG Annual Action Plan to change the program description of the Housing Rehabilitation program to include home ownership assistance as well.

SECTION 3. Staff is directed to complete the amendment to the 2007-2008 Action Plan and forward it to HUD.

SECTION 4. The City Manager or his designee is authorized to execute any agreements, contracts or other documents with the appropriate entities to carry out the CDBG homebuyer activities.

SECTION 5. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this 27th day of November, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Flory, Mayor

ATTEST:

Sue Vannucci, City Clerk

APPROVED AS TO FORM:

Ann M. Siprelle, City Attorney



Memorandum

To: Mayor and City Council of the City of Woodland
From: City Attorney
Date: August 10, 2023
Re: Beeghly Ranch Affordable Housing In Lieu Fees and Comment Letter from Legal Services of Northern California

INTRODUCTION

On July 20, 2023, the Planning Commission held a public hearing to consider whether to recommend that the City Council approve a requested amendment to the Development Agreement (“DA”) with TL Revival, L.P. (“Developer”), that would allow for the payment of in lieu affordable housing fees for the Beeghly Ranch project (“Project”) in the Spring Lake Specific Plan area. The day prior to the Planning Commission hearing, Legal Services of Northern California (“LSNC”) submitted a comment letter asking the Planning Commission to reject staff’s recommendation of an in lieu affordable housing fee of \$39,000 per unit and instead recommending that the Developer be required to pay a \$174,650 per unit fee, plus an administration fee for staff time.

This memorandum responds to the arguments set forth in LSNC’s letter.

PROJECT BACKGROUND

As summarized in the Staff Report, the Developer agreed, through the DA, to construct 17 affordable housing units in order to satisfy its remaining affordable housing obligation as part of the proposed development.

The Developer has constructed and sold 3 of the 17 affordable units in accordance with the Inclusionary Housing Agreement. However, due to changing market conditions, including higher interest rates, increased material and labor costs, among other concerns, the gap between the affordable housing price and the cost of constructing these affordable units has risen significantly, creating a financial strain on the Project. The Developer approached the City and requested an amendment to the Development Agreement to allow for the payment of in lieu affordable housing fees rather than construct the remaining 14 units.

ANALYSIS

I. LSNC Arguments and City Responses

1. LSNC Argues the Proposed In Lieu Fee Does Not Comply with the Spring Lake Specific Plan's Affordable Housing Plan.

LSNC argues that the \$39,000 in-lieu fee per affordable unit (for a total fee of \$546,000) is insufficient, because it is not based on the formula for calculating affordable housing in lieu fees set forth in the Spring Lake Specific Plan's Affordable Housing Plan ("AHP"). LSNC argues that based on the calculation described in the AHP, the in-lieu fee should be a total of \$2,445,100 for the entire project, and that the proposed Development Agreement Amendment cannot be approved based on Government Code Section 65867.5, which provides in part that a development agreement shall not be approved unless the City Council finds that the provisions of the agreement are consistent with the General Plan and any applicable specific plan.

2. City Response

The AHP does include a methodology for calculating in-lieu fees. That methodology is the methodology that was in the City's Affordable Housing Ordinance when the AHP was adopted, approximately 20 years ago. The AHP is not part of the Spring Lake Specific Plan, but was one of several implementing documents adopted after the Specific Plan, and represents a set of "procedures and guidance for developers, city staff, real estate agents and brokers, and land owners to implement the affordable housing requirements and policies of the SLSP."¹ Pursuant to the Spring Lake Specific Plan, the AHP was required to be prepared and "submitted to the City for review and approval" prior to acceptance of the first tentative map in the Spring Lake area.²

As noted in the staff materials, the City did not historically utilize the in-lieu fee in the AHP, because it proved to be unreliable due to the highly variable nature of the calculation methodology. In 2015, after in-lieu fees were allowed more broadly in the City, market rate housing costs and interest rates were both very low and the AHP calculation (which is based on the differential between an affordable housing price and a market rate price) provided minimal in-lieu fees since market rate prices were very close to affordable prices. In contrast, in the past year interest rates have risen sharply, resulting in significantly lower affordable prices, and a much greater gap between affordable prices and market rate prices, which creates a greater financial burden on developers.

In order to create more certainty, in 2015 staff developed and began using an in lieu fee calculation that is instead based on the amount of City investment required to actually build an

¹ *Spring Lake Specific Plan Affordable Housing Plan*, p. 1, available at <https://cityofwoodland.org/DocumentCenter/View/422/Spring-Lake-Affordable-Housing-Plan-PDF?bidId=>.

² *Spring Lake Specific Plan*, p. 3-10, available at <https://cityofwoodland.org/DocumentCenter/View/1270/SPRING-LAKE-SPECIFIC-PLAN--December-18-2001-COMPLETE-PDF>.

affordable multi-family unit, with the goal of obtaining sufficient funds from developers to provide assistance to those with the greatest need for housing in the community. Staff adjusts the fee amount each year based on Consumer Confidence Index (“CCI”) adjustments. The City has negotiated this fee on a case-by-case basis for developments in Spring Lake, and developers commit to pay the fee amount through a statutory development agreement, which is adopted by ordinance.

Pursuant to Woodland Municipal Code section 15.16.200(C), developers may be permitted to pay an in lieu fee to satisfy all or some of their affordable housing obligations if it is not feasible to develop the affordable dwelling units on site as part of the project, or the Community Development Director determines that the payment of in lieu fees would accomplish the objectives of the City’s affordable housing ordinance. If an in lieu fee is permitted, it is calculated based on “an adopted fee schedule designating in lieu fees” or, if no fee schedule has been adopted, “the City Council may allow payment of in-lieu fees upon review of the project’s affordable housing plan and as memorialized in a documented agreement.” The City has not formally adopted an in-lieu fee schedule yet, so in recent years it has memorialized the commitment to pay in-lieu fees by entering into development agreements with developers.

The City’s Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) provides:

“The affordable housing ordinance shall regulate development of affordable housing in the Spring Lake specific plan (“SLSP”) except to the extent that a specific provision or regulation in the SLSP conflicts with the affordable housing ordinance. In this event, the SLSP shall control. Where the SLSP is silent or ambiguous, the provisions of this chapter shall apply directly for the purpose of interpretation, as appropriate.”

(Woodland Municipal Code Section 15.16.040(B).)

The Specific Plan does contemplate that developers in Spring Lake could pay affordable housing in-lieu fees, and it does contemplate that an Affordable Housing Plan would be adopted, but it does not contemplate that the Spring Lake in-lieu fees had to be calculated pursuant to the Affordable Housing Plan. The AHP incorporated the methodology for calculating in-lieu fees that was in the City’s Affordable Housing Ordinance when the Specific Plan was over 20 years ago. It is entirely reasonable, and more consistent with the language of the Specific Plan itself and the Affordable Housing Ordinance, for the City to implement in-lieu fee payments through a development agreement, consistent with its current Affordable Housing Ordinance. The Specific Plan itself is not in conflict with the City’s Affordable Housing Ordinance, and therefore under Section 15.16.040(B), the provisions of the Affordable Housing Ordinance control.

Interpretation of the City’s General Plan and Spring Lake Specific Plan is directly in the purview of the City Council, and the Council is entitled to great deference in interpreting those

documents.³ The City may therefore, at its discretion, agree to an in-lieu fee amount through a development agreement, as specifically contemplated in the City’s Affordable Housing Ordinance, notwithstanding the language in the AHP.

3. LSNC Argues the Proposed In-Lieu Fee is Inconsistent with the Housing Element of the General Plan

LSNC additionally argues that the proposed in lieu fee is inconsistent with the City’s Housing Element because the Housing Element commits the City to “require the provision of affordable housing as a component of market-rate projects, as codified in the Municipal Code [and] . . . implement the affordable housing requirements of the Spring Lake Specific Plan as applicable. LSNC also argues that the proposed amendment impacts the City’s ability to affirmatively further fair housing and comply with the Housing Element.

4. City Response

For the reasons stated above, the proposed Development Agreement Amendment does comply with the Affordable Housing Ordinance, and the Affordable Housing Ordinance governs this decision, as the provisions of the Specific Plan regarding in-lieu fees do not conflict with the Affordable Housing Ordinance. Therefore there is no inconsistency with the Housing Element.

Further, the City does not believe this Amendment would inhibit the City’s ability to affirmatively further fair housing. The City’s recently adopted Housing Element includes specific programs to affirmatively further fair housing, and none of them prohibit the City from receiving in-lieu fees in accordance with the requirements of the City’s Affordable Housing Ordinance. Additionally, if approved this amendment would (1) allow these small lot homes which typically sell at a lower price point and are therefore more “affordable by design” to move forward and provide homes for households that may not qualify for affordable housing, but would still struggle to buy a home in Woodland without the availability of this product type, and (2) the City would receive additional in-lieu fees that are typically used to provide affordable housing at deeper affordable housing levels, serving those in our community most in need of housing. City staff therefore does not believe the proposed Amendment would inhibit the City’s ability to affirmatively further fair housing.

II. Conclusion

For the reasons stated above, we do believe the City Council has the discretion to approve the proposed Amendment to the Development Agreement. It is important to emphasize, however, that this is ultimately a policy decision for the City Council. The developer voluntarily agreed to construct the currently required affordable units pursuant to both the Development Agreement and the Inclusionary Housing Agreement, and they are currently bound to do so under the terms of

³ See, e.g., *Orange Citizens for Parks & Rec. v. Sup. Ct.* (2016) 2 Cal.5th 141 (“Reviewing courts must defer to a procedurally proper consistency finding unless no reasonable person could have reached the same conclusion”).

those Agreements. The City Council can amend the Development Agreement if you choose to do so, but that is entirely within the discretion of the Council.

If you have any questions in response to this memo prior to the Council meeting please let me know.

ETHAN WALSH



August 8, 2023

Ken Hiatt
City Manager
300 First Street, 2nd Floor
Woodland, CA 95695

Subject: Support for Fair In-Lieu Fees

Dear Mr. Hiatt,

On behalf of the North State Building Industry Association (BIA) and its more than 500 members in the home building industry, I am writing to affirm our support for fair in-lieu fee programs. The housing needs in our region are about more than just any one type of housing, and the BIA is proud to work with builders and local jurisdictions who play vital roles in the creation of attainable housing.

The successful construction of attainable housing in our region is a need that requires conscious collaboration between all parties involved. We are grateful that so many jurisdictions in the Sacramento Region have created a means for home builders to contribute to the construction of attainable housing in a meaningful and impactful way. This includes cities and counties, including Woodland, that have established an in-lieu fee program for builders to support affordable housing development. The success of these programs relies on the fees being calculated in a way that benefits the jurisdiction collecting them without promoting overly burdensome costs for builders. In a region where builders already pay an average of nearly \$100,000 in fees per unit, the slightest increase in construction cost can make the difference in whether a local family can purchase a new home or not, at any pricing level.

For this reason, we urge the leadership of the City of Woodland to continue utilizing in-lieu fee calculations that are fair for all builders. Excessive fees discourage builders from working in jurisdictions, which means no new housing for any income levels. In a market where construction costs and interest rates are ever changing, builders take on great risk with every new project and we appreciate the City's willingness to be a partner in supporting new housing for all.

Sincerely,

Vance Garrard

Vance Garrard, Legislative Advocate
North State Building Industry Association

Cc: Woodland City Councilmembers

1536 Eureka Road o: 916 677 5717
Roseville, CA 95661 northstatebia.org



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 15, 2023
ITEM #: L.24
SUBJECT: Approval of Fiscal Year 2022/23 and Fiscal Year 2023/24 Animal Services Contracts

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2022/23 and Fiscal Year 2023/24 Animal Services Agreements with Yolo County for the amount of \$1,090,770 and \$1,184,000, respectively.

Staff Contact:

Kim McKinney, Administrative Services Director, (530) 661-5849, kim.mckinney@cityofwoodland.org

Fiscal Impact:

The proposed contracts result in an annual cost of \$1,090,770 for FY2022/23 and \$1,184,000 for FY2023/24 for animal services provided through a contract with Yolo County. This cost does not reflect an offset for licensing and other revenues collected specifically for Woodland by the Yolo County Sheriff's Office. Any revenues actually received throughout fiscal year 2022/23 and 2023/24 will be credited against quarterly payments. Historically, revenue offsets average around \$190,000.

The proposed contract for FY2022/23, net of revenue estimates, totals \$908,950. This is consistent with the FY2022/23 adopted budget, and represents an increase of 12% from FY2021/22. Because the FY2022/23 contract was not approved and therefore not paid out of the FY23 budget, the unexpended budget will be carried over into FY2023/24 and paid with the funds that were originally intended to cover these costs.

The proposed contract for FY2023/24, net of revenue estimates, totals \$990,673. This is consistent with the FY2023/24 adopted budget, and represents an increase of 9% from FY2022/23.

Background:

The County of Yolo, through the Sheriff's Department/Animal Control Division and under an agreement with the City of Woodland, provides animal control services to the Woodland community. Section 6.0.4 of the Woodland Municipal Code, adopted in 1974, delegates animal control responsibilities and authority to the County. The Animal Control Services Division of the Yolo County Sheriff's Office provides animal control services to all cities in the county, the University of California at Davis, and all unincorporated areas of the county. The Division staff includes animal control officers who respond to calls for service in our community, and animal shelter staff who maintain a safe and humane environment for animals that have been taken to the shelter. Additionally, the Division has and/or contracts for veterinary and other staff available to care for injured animals. The Division performs all animal control services for the City, including animal licensing, pick up of stray or injured animals, pick up of dead animals, quarantine of animals when required, and the sheltering, release and adoption of impounded animals. For health and safety reasons, some animal services such as vicious animal calls or dog bite reports are mandated.

The cost of providing these services is allocated between the County and the cities based upon an agreed-upon methodology that includes allocation of fixed annual costs, as well as a proportional share of "variable" costs, based on a three-year average of the number of service calls received from each jurisdiction (animal control) and the number of animals housed at the shelter (animal services).

The County also collects and retains all fees (license fees collected from pet owners, redemption fees, neutering fees, etc.) for the animal control program. Each jurisdiction is, in turn, credited for the amount of fees collected. Previously, the contract amount for a fiscal year was calculated as the net amount of the total cost of service, less the anticipated fee revenues. Beginning in FY21/22, the contract cost is the total cost of service without credit for any revenues. Actual revenues received will be offset against quarterly invoiced costs.

The table below shows the ten-year history of the net cost paid by the City for animal control services:

Fiscal Year	Annual Contribution	% Change from Prior Year
FY2023/24*	990,673	9.0%
FY2022/23	908,950	12.1%
FY2021/22	810,480	8.2%
FY2020/21	748,836	1.3%
FY2019/20	739,560	18.0%
FY2018/19	626,553	3.0%
FY2017/18	608,303	9.6%
FY2016/17	555,192	5.0%
FY2015/16	528,756	13.6%
FY2014/15	465,302	

*FY2023/24 assumes contract expenditures of \$1,184,000 offset by potential revenues of \$193,327

In FY2021/22, in response to the continued rising costs of animal services, the County and representatives from the participating jurisdictions established a working group to focus efforts on reviewing operational costs and trends, cost allocation methodologies and service levels. The working group has been meeting regularly throughout the last 18 months, and while these efforts were underway to get better information about the costs and service levels, the City did not approve the agreement for services during fiscal year 2022/23.

Discussion:

For FY2023/24, the overall cost of supporting the County's animal services functions was estimated at \$3,998,469, and the County anticipates collection of \$552,460 in revenue. The total net cost for animal services, based on the revenues assumed, would be \$3,446,010; this represents an increase over the FY22/23 budget of more than 9%. The cost allocated to the City of Woodland reflects both our proportionate share of this general increase, as well as adjustments made resulting from updating the three-year average of calls for service and animal intake at the shelter.

Attachment 1 shows totals for the last three years (2020-2022) for calls for service related to patrol, and for animal intake at the shelter for all of the participating jurisdictions. In addition to the overall budget for the animal services division, these calls for service are the most significant factor in determining the City's total cost each year.

Although the County has provided information in the past about the total number of calls for service, no information was gathered or tracked regarding what types of calls were driving work efforts and costs. Working with the dispatch center, new codes have now been assigned to animal service calls allowing for better information tracking and sharing. These new call statistics were shared with the

working group, but the number of months of information available is limited, and additional analysis will be required moving forward. This also allows the City to determine if certain types of services or calls should be directed to City staff rather than dispatching animal service officers to better manage our costs.

In addition to reviewing statistics for calls for service, the working group also spent time reviewing the overall animal services operating budget. The group requested to receive five-year forecasts to help with planning for future costs, and for a review of budgets compared to other animal services programs in the surrounding areas. None of which have been prepared or provided in previous years. This review highlighted persistent underspending of the animal services budget over the last few years, primarily from vacancies on full-time staff as well as underutilization of the contract with UC Davis for veterinary services. Because annual allocations to the cities are based on budget, these budgetary savings accumulate in a reserve within animal services. To ensure these funds are accounted for and spent appropriately and through a transparent process, a reserve policy was developed in consultation with the working group and recently adopted by the County Board of Supervisors. The primary use of reserve funds is expected to be for facility repairs and some equipment purchases. The working group has further asked for a facility plan to allow for planning and prioritization for the larger facility maintenance projects. A first iteration of a plan has been shared with the working group with future refinements expected based on input provided by the group.

The County collects all revenues related to pet licensing, adoption and other miscellaneous revenues. Each of the jurisdictions is credited for their share of these revenues when paying their quarterly payments per the contract. In the current contract, the County has agreed to complete a fee study to see if these revenues are sufficient to cover costs and comparable to other agencies. This study will be completed during FY23/24 and will include input and review from the cities.

Finally, as part of the focus on managing costs while enhancing services, the working group also discussed the need for better education and outreach to each of the communities. In the current contract, the County has agreed to develop a social media toolkit to assist the County and the jurisdictions in promoting licensing and microchipping of animals and will also develop a comprehensive Community Engagement Workplan to guide future community outreach efforts. This is to be completed by March 15, 2024.

Staff will return to City Council in April as part of the initial budget process for FY 24/25 to provide an update to the City Council on these issues and provide recommendations to Council on ways to reduce the City's costs for animal services going forward.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2022/23 and Fiscal Year 2023/24 Animal Services Agreements with Yolo County for the amount of \$1,090,770 and \$1,184,000, respectively.

Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Attachment 1 - Animal Services Statistics
2. Resolution - FY23 and FY24 Animal Services Contracts
3. Animal Services Joint Services Contract - Woodland 2024
4. Animal Services Joint Services Contract - Exhibit A
5. FY 2023 Woodland Animal Services Agreement

YOLO COUNTY SHERIFF
ANIMAL STATS

Animal Intake

	2020	2021	2022	3 yr Average	%
Yolo County	865	1,214	1,143	1,074	25%
Davis	414	509	527	483	11%
UC Davis	33	27	25	28	1%
West Sacramento	937	976	998	970	23%
Winters	54	96	81	77	2%
Woodland	1,409	1,619	1,714	1,581	38%
Total	3,712	4,441	4,488	4,213	

Calendar Year:

	2019	2020	2021	3 yr Average	%
	1,250	865	1,214	1,110	24%
	966	414	509	630	13%
	30	33	27	30	1%
	1,188	937	976	1,034	22%
	101	54	96	84	2%
	2,422	1,409	1,619	1,817	39%
	5,957	3,712	4,441	4,703	

Calls for Service

	2020	2021	2022	3 yr Average	%
Yolo County	1,339	1,406	1,424	1,390	20%
Davis	865	930	840	878	13%
UC Davis	219	187	202	203	3%
West Sacramento	1,932	2,034	2,425	2,130	30%
Winters	143	182	257	194	3%
Woodland	2,253	2,294	2,103	2,217	32%
Total	6,751	7,033	7,251	7,012	

	2019	2020	2021	3 yr Average	%
	1,449	1,339	1,406	1,398	19%
	1,061	865	930	952	13%
	271	219	187	226	3%
	2,296	1,932	2,034	2,087	29%
	204	143	182	176	2%
	2,450	2,253	2,294	2,332	33%
	7,731	6,751	7,033	7,172	

Licenses Sold (\$)

	2020	2021	2022	3 yr Average (FY21-22)	
Yolo County	64,996	53,028	75,989	64,671	14%
Davis	127,092	112,598	163,237	134,309	29%
UC Davis	934	912	1,277	1,041	0%
West Sacramento	85,552	68,763	91,419	81,911	18%
Winters	17,039	12,738	17,856	15,878	3%
Woodland	165,085	137,228	200,520	167,611	36%
Total	460,698	385,267	550,298	465,421	

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE FISCAL YEAR 2022/23 AND FISCAL YEAR 2023/24 ANIMAL
CONTROL SERVICES AGREEMENTS WITH YOLO COUNTY**

WHEREAS, the County of Yolo, through the Sheriff-Coroner's Office, provides animal control services to the City of Woodland through a contractual agreement; and

WHEREAS, Section 6.0.4 of the Woodland Municipal Code adopts the Animal Control Law of the County of Yolo and delegates animal control responsibilities and authority to the County; and

WHEREAS, the City and County enter into annual agreements for the provision of animal control services; and

WHEREAS, the cost of providing animal control services to the City of Woodland for FY2022/23 is \$1,090,770; and

WHEREAS, the cost of providing animal control services to the City of Woodland for FY2023/24 is \$1,184,000; and

WHEREAS, the City's portion of revenues collected by Yolo County for licensing and from other revenue sources will be reduced from quarterly invoices;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The Agreement between Yolo County and the City of Woodland for Animal Control Services for FY2022/23 and the Agreement for FY2023/24 are approved.

PASSED AND ADOPTED by the City Council this 15th day of August 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

RESOLUTION NO: _____

_____,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF
DAVIS, CITY OF WEST SACRAMENTO, CITY OF WINTERS, CITY OF
WOODLAND, AND UNIVERSITY OF CALIFORNIA, DAVIS FOR
ANIMAL CONTROL SERVICES**

This Agreement (“Agreement”) is made and entered into this 1st day of July 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the Cities of: Davis, West Sacramento, Winters, and Woodland, municipalities under the laws of the State of California, and The Regents of the University of California on behalf of its Davis campus (“Recipients”).

RECITALS

WHEREAS, the Recipients have a need for animal control services within their areas under their jurisdiction and control; and

WHEREAS, the County has been competently providing these animal control services to the Recipients for several years; and

WHEREAS, the Recipients have expressed their desire to have the County continue to provide animal control services within the Recipients’ territory subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the territory of the Recipients subject to the terms of this Agreement.

NOW, THEREFORE, the Recipients and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

- A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Services division of its Sheriff’s Office, within the territory of the Recipients. Services provided are described as follows:
 - 1. The pickup of stray animals not in the presence of their owners that may be injured or sick and require the provision of veterinary care per Penal Code section 597.1. County shall provide, at its expense, microchip scanners to jurisdictional partner agencies, and shall provide training in the usage of the equipment. Local agencies shall make reasonable effort to identify and return lost or stray animals to their proper owner prior to contacting County Animal Services.
 - 2. County, in coordination with and incorporating recommendations and input from Recipients, shall develop a social media toolkit to assist County and Recipients in promoting licensing and microchipping of animals and will also develop a comprehensive Community Engagement Workplan to guide future community outreach efforts; the toolkit and workplan will be developed no later than March

15, 2024.

3. The provision of rabies control, including the quarantine of bats, raccoons, skunks, foxes, or other animals that are suspected of rabies infection and have had contact with a person or domestic animal, and the pickup of these animals for testing and licensing per Health and Safety Code sections 120210-121690.
 4. The pickup and disposal of animal carcasses found on public property. Disposal of carcasses located on or adjacent to highways are the responsibility of CalTrans. Disposal of carcasses on private property are the responsibility of the property owner; County may agree to collect carcasses from private property at request of the property owner and will assess an appropriate fee.
 5. Response to vicious animals.
 6. Response to free roaming or contained stray dogs.
 7. Assistance to the Sheriff's Office, local police departments, California Highway Patrol, local fire departments, and other emergency response agencies with the items listed above.
 8. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints made during regular field service hours shall be forwarded to the appropriate local enforcement agency for initial response. For ongoing or persistent nuisance complaints, Animal Services will investigate to bring the issue to resolution. For complaints brought directly to a County agent's attention in the field, if the agent believes the complaint may be immediately addressed without the need to forward or involve other agencies they may choose to respond at their own discretion.
 9. The County will respond to calls regarding animals classified as wildlife if there is an immediate rabies control issue. For wildlife calls lacking a rabies concern, County will respond if no other agency or service is available to respond.
 10. County will provide licensing services and enforcement thereof as described in the Yolo County Code and/or Municipal Animal Ordinances.
- B. Field services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Shelter services shall be limited to 10:00 am to 5:00 pm Monday through Friday, and 10:00 am to 4:00 pm on Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the Recipient, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597.1.
- C. The County agrees to operate and maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.
- D. The County shall provide all facilities, equipment, personnel, labor, supervision,

supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of a Recipient, the same shall be supplied by the Recipient at its own cost and expense.

- E. The County shall complete a study regarding non-adoption fees and fines assessed by Yolo County Animal Services. The study will be provided to Recipients for input and review prior to finalization. The study will be completed in FY 2023-24 and will be used to inform updates to fee/fine amounts or types of fees/fines assessed. A summary of efforts will be included in the year-end reporting for FY 2023-24.

II. COMPENSATION TO BE PAID BY THE RECIPIENTS

- A. Recipients agree to compensate the County on a quarterly basis, in the following amount:

<u>Contract Period</u>	07/01/2023-06/31/2024	
<u>Party</u>	<u>Compensation</u>	<u>Quarterly Payment</u>
City of Davis	\$604,576	\$151,145
City of West Sacramento	\$943,029	\$235,758
City of Winters	\$86,068	\$21,518
City of Woodland	\$1,184,000	\$296,000
UC Davis	\$68,721	\$17,181

- B. Quarterly payment is due and payable by check within 30 days of receipt of invoice. Invoicing will occur quarterly in four equal installments equaling the amount listed in Section II (A), and as modified in Section II (C).
- C. Quarterly Payment Credit - In consideration of the rendition of the foregoing services by the County, the Recipients agree that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or Municipal Animal Ordinances. A review of revenue collected from licensing and other revenue sources from within the Recipients' jurisdictions will be conducted on a quarterly basis. The Recipients' portion of revenue for licensing and from other revenue sources will be reduced from the quarterly invoice from the County.
- D. Hourly Rates – The County may bill the Recipients, in addition to the annual agreed compensation, an additional hourly fee for services provided outside of normal operational hours or for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than ten (10) county staff hours. The hourly fee is \$47.00 per hour. The County will bill these charges

quarterly.

- E. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an “Animal Services Reserve Fund” for uses approved in the Animal Services Reserve Account Policy. Savings will be identified within the “Animal Services Budget Forecast” that the County will provide the Recipients. Funds will be utilized per established County policy, with appropriate notice to local jurisdictions and approval by the Yolo County Board of Supervisors.
- F. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for the care and feeding of such animals.
- G. Newly assessed Indirect/Administrative Costs and Salary Allocation costs shall be phased in over a three-year period using the following percentages:

FY 23-24: 40%

FY 24-25: 70%

FY 25-26: 100%

III. REPORTS

The County shall provide the Recipients with quarterly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, fees, volunteer hours, and such additional information as the County deems appropriate or as reasonably requested by Recipients. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials. Quarterly reports will be due within 45 days of the end of each quarter, and the year-end report will be due within 60 days of the end of the Fiscal Year.

IV. CONTRACT EXTENSIONS

The contract shall be extended twice for one year per extension unless the participating City/UCD opts out as provided in this Section. The County will provide rates for the extension period no later than March 15 of each year. Any election to opt out of the extension must be exercised by the participating City/UCD within 45 days from its date of receipt of the extension rates. A written reminder of the extension and opt out rights will be provided alongside Q2 invoices.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work product, including writings, worksheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

VI. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by Recipient officials at all reasonable times.

VII. TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2023, until June 30, 2024, unless extended in accordance with Section IV or sooner terminated as hereinafter provided.
- B. Should any party fail to substantially perform its obligations in accordance with this Agreement, the other party or parties may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said 15-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- C. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty 30 days' written notice is given.

VIII. INDEMNIFICATION

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

IX. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in the Superior Court of California, County of Yolo.

X. NOTICE

- A. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Davis:

City of Davis City Manager's Office

23 Russell Blvd, Suite 1
Davis, CA 95616
Attn: Michael Webb
(530) 757-5602

City of West Sacramento: City of West Sacramento City Manager's Office
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691
Attn: Aaron Laurel
(916) 617-4500

City of Winters: City of Winters City Manager's Office
318 1st Street
Winters, CA 95694
Attn: Kathleen Salguero Tropa
(530) 794-6702

City of Woodland: City of Woodland City Manager's Office
300 First Street
Woodland, CA 95695
Attn: Ken Hiatt
(530) 661-5800

UC Davis: The Regents of the University of California
One Shields Avenue
Davis, CA 95616
Attn: Valerie A. Roque
(530) 661-5800

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776
Attn: Denny Cheuk
(530) 668-5264

- B. Either party may change the address or other contact information to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

XI. AMENDMENT

This Agreement may be amended only by written instrument signed by all parties.

XII. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

XIII. ENTIRE AGREEMENT

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

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

County of Yolo

By _____

Oscar Villegas, Chair
Yolo County Board of Supervisors

Attest:

Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____

Deputy (Seal)

Approved as to Form:

By _____

Philip Pogledich, County Counsel

City of West Sacramento

By _____

Martha Guerrero, Mayor
City of West Sacramento

Attest:

[Insert Name], City Clerk
City of West Sacramento

By _____

Deputy (Seal)

Approved as to Form:

By _____

[Insert Name], City Attorney

City of Davis

By _____

Will Arnold, Mayor
City of Davis

Attest:

[Insert Name], City Clerk
City of Davis

By _____

Deputy (Seal)

Approved as to Form:

By _____

[Insert Name], City Attorney

City of Winters

By _____

Bill Biasi, Mayor
City of Winters

Attest:

[Insert Name], City Clerk
City of Winters

By _____

Deputy (Seal)

Approved as to Form:

By _____

[Insert Name], City Attorney

City of Woodland

University of California, Davis

By _____
Vicky Fernandez, Mayor
City of Woodland
Attest:
Ana Gonzalez, City Clerk
City of Woodland

By _____
[Insert Name, [Insert Title]
University of California, Davis
Attest:
[Insert Name], Clerk
University of California, Davis

By _____
Deputy (Seal)

By _____
Deputy (Seal)

Approved as to Form:

Approved as to Form:

By _____
Ethan Walsh, City Attorney

By _____
[Insert Name], Attorney

Exhibit A – Cost Allocation Methodology

Costs relating to the provision of Animal Services within Yolo County and participating jurisdictions are allocated between the County and Recipients utilizing the following methodology:

1. As part of its annual budget cycle, County prepares a budget for its Animal Services division for the upcoming fiscal year.
2. Total expenditures are split into two portions: 35% of the total is considered Fixed Costs, and 65% is considered Variable Costs. Variable Costs further divides into Shelter and Patrol Costs.
3. 95% of Fixed Costs are allocated equally between County and Cities of Davis, West Sacramento and Woodland. 5% of Fixed Costs are allocated equally between the City of Winters and UC Davis.
4. The Variable Costs are apportioned among the County and Recipients based on three-year rolling averages of Patrol Calls and Animal Intake originating from each jurisdiction.
 - a. To complete the calculation, costs are split into Patrol Costs and Shelter Costs. The three-year average is then used to determine County and Recipient share of each pool. E.g. for Fiscal Year 2023, County share of Shelter Costs was 23.59%, and Patrol Costs was 19.5%. The average used for this allocation is reassessed annually as part of the annual cost calculations.
5. Compensation due for contracted services is a sum of the allocated Fixed and Variable Costs.

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE COUNTY OF YOLO
AND THE CITY OF WOODLAND FOR
ANIMAL CONTROL SERVICES**

This Agreement (“Agreement”) is made and entered into this 1st day of July, 2022, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the City of Woodland, a municipality under the laws of the State of California (“City”).

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City’s corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement.

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff’s Office, within the corporate limits of the City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and require the provision of veterinary care per Penal Code section 597(f).
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.
3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.
4. Response to vicious animals.

5. Response to free roaming or contained stray dogs.
6. Services provided by the County shall be limited as follows:
 - a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing foul or other nuisance complaints will be limited to receiving and forwarding complaints.
 - b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.
- B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.
- C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.
- D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

- A. City agrees to compensate the County annually, on a quarterly basis, in the following amount:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2022-06/30/2023	\$ 1,090,770	\$272,692.50

- B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent Agreement termination.
- C. Quarterly Payment Credit - In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance. A review of revenue collected from licensing and other revenue sources from within the City's jurisdiction will be conducted on a quarterly basis. The City's portion of revenue for licensing and from other revenue sources will be reduced from the quarterly invoice from the County.

D. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than ten (10) county staff hours. The hourly rate for Extraordinary Incidents is \$47.00 per hour. The County will bill these charges quarterly.

E. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” that the County will provide the City.

F. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for the care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

The County shall provide an additional analysis of current animal control services expenses, cost projection for the next five (5) fiscal years assuming current service levels, and comparison of City of Woodland services and usage to similar jurisdictions no later than February 1, 2023. This information will be consistent and coordinated to the extent practicable with County’s data compilation and analytic efforts supporting the Yolo Animal Services Planning Joint Powers Agency. The County shall also provide an analysis of year-end operating results compared to the approved budget, including a comparison of amounts paid by jurisdiction to actual results. This year end reconciliation shall be provided no later than December 31, 2023.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work product, including writings, worksheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2022 until June 30, 2023, unless

sooner terminated as hereinafter provided.

B. This Agreement may be extended for a period of one year based on mutual agreement of the County and the City.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said 15-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty 30 days' written notice is given.

VII. INDEMNIFICATION

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

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in the Superior Court of California, County of Yolo.

IX. NOTICE

A. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Woodland:

City of Woodland City Manager's Office
300 First Street
Woodland, CA 95695
Attn: Ken Hiatt

(530) 661-5800

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Denny Cheuk
(530) 668-5264

B. In lieu of written notice to the above addresses, any party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 661-5813

County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

X. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and the City.

XI. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

XII. ENTIRE AGREEMENT

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

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

County of Yolo

City of Woodland

By _____
Supervisor Angel Barajas, Chair
Yolo County Board of Supervisors

By _____
Mayra Vega, Mayor
City of Woodland

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

Attest:
Ana Gonzalez, City Clerk
City of Woodland

By _____
Deputy (Seal)

By _____
Deputy (Seal)

Approved as to Form:

Approved as to Form:

By  _____
Philip Pogledich, County Counsel

By _____
City Attorney