



**City of Woodland**  
**Meeting Agenda**  
**City Council**

City Hall  
Council Chambers  
300 First Street  
Woodland, CA 95695

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February 4, 2025  
6:00 PM

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**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, City Attorney and Director of Administrative Services  
Employee Organization: Woodland Police Officers Association and Police Supervisors Association

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

**C. CALL TO ORDER**

**D. ROLL CALL**

**E. PLEDGE OF ALLEGIANCE**

**Land Acknowledgment Statement** - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.

**F. COMMUNICATIONS - PUBLIC COMMENT**

This is an opportunity for the public to speak to the Council on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to [CouncilMeetings@cityofwoodland.gov](mailto:CouncilMeetings@cityofwoodland.gov). 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.*

2. SUBJECT: General Public Comments

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

**G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS**

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

3. SUBJECT: Long Range Calendar

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

**H. PRESENTATIONS**

4. SUBJECT: Sacramento Area Council of Governments 2025 Blueprint Presentation

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive a presentation on the Sacramento Area Council of Governments 2025 Blueprint from James Corless.

**I. CONSENT CALENDAR**

5. SUBJECT: Proclamation Declaring February 2025 as "Black History Month"

RECOMMENDATION FOR ACTION: Staff recommends the City Council proclaim the month of February 2025 as "Black History Month".

6. SUBJECT: City Council Meeting Minutes of January 21, 2025

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 21, 2025.

7. SUBJECT: Parks & Recreation Commission Meeting Minutes for November 2024

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive the November 25, 2024, Parks & Recreation Commission Meeting Minutes.

8. SUBJECT: Update Authorized Bank Officers with Umpqua Bank

RECOMMENDATION FOR ACTION: Staff recommends the City Council approve Resolution No. \_\_\_\_\_, updating the City of Woodland's Authorized Bank Officers with Umpqua Bank.

9. SUBJECT: Approval of Campus Resource Officer Agreement Between the City of Woodland/Woodland Police Department and Yuba Community College

## District

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, to approve the Campus Resource Officer Agreement between the City of Woodland/Woodland Police Department and the Yuba Community College District for the provision of a full-time Campus Resource Officer at Woodland Community College, and authorize the City Manager to sign the Agreement.

10. SUBJECT: Fire Department Semi-Annual Status Report for the Period of July 1, 2024 through December 31, 2024

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive the Fire Department Semi-Annual Status Report for the period of July 1, 2024- December 31, 2024.

11. SUBJECT: Public Works Semi-Annual Status Report for the Period of July 1, 2024 to December 31, 2024

RECOMMENDATION FOR ACTION: Staff recommends the City Council accept the Public Works Semi-Annual Status Report for the period of July 1, 2024 through December 31, 2024.

12. SUBJECT: Landmark and Specimen Tree Designations

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, designating 1) Canary Island palms at Woodland Cemetery as Landmark Trees; 2) a grove of Italian stone pines at Campbell Park as Specimen Trees; and 3) a grove of bald cypress at Campbell Park as Specimen Trees.

13. SUBJECT: Award Construction Contract for 2025 Road Maintenance Project, CIP 25-02

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, 1) Approving a construction contract for the 2025 Road Maintenance Project, CIP 25-02 (Project); awarding the construction contract in the amount of \$1,108,407.50 to JV Lucas Paving, Inc.; authorizing a contract contingency up to 15% (\$166,261.13); and authorizing the City Manager to execute the construction contract and change orders; and 2) Approving a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$208,330.00; authorizing a contract contingency up to 15% (\$31,249.50); and authorizing the City Manager to execute the agreement and amendments.

14. SUBJECT: Waiver of Second Reading and Adoption of Ordinance No. \_\_\_\_\_, Amending Section 17.84.030 of the Woodland Municipal Code

RECOMMENDATION FOR ACTION: Staff recommends the City Council waive the second reading and adopt Ordinance No. \_\_\_\_\_, amending Section 17.84.030 of the Woodland Municipal Code regarding Accessory Dwelling Units.

## J. PUBLIC HEARINGS

15. SUBJECT: Introduction and Waiver of First Reading of an Ordinance Repealing and Replacing Section 15.16.090 of the Woodland Municipal Code Regarding Density Bonuses and Other Affordable Housing Incentives

RECOMMENDATION FOR ACTION: Staff recommends the City Council: 1) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_, repealing and replacing Section 15.16.090 of the Woodland Municipal Code regarding density bonuses and other affordable housing incentives required by State Density Bonus Law; and 2) Find the ordinance to be exempt from review under the California Environmental Quality Act ("CEQA").

16. SUBJECT: Embarc Woodland Retail Cannabis Conditional Use Permit

RECOMMENDATION FOR ACTION: Staff recommends the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. \_\_\_\_\_ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 825 East Street. Ste. 102-103 in the City's Corridor Mixed Use - East Street zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. \_\_\_\_\_ approving an Operating Agreement between Embarc Woodland and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

## K. ADJOURN

*I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority of the City of Woodland scheduled for February 4, 2025 was posted on January 31, 2025 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.*



Sarah Lansburgh, CMC  
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: February 4, 2025  
ITEM #: F.2  
SUBJECT: General Public Comments

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



Ken Hiatt  
City Manager

**Attachments:**

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: G.3  
SUBJECT: Long Range Calendar

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

**Staff Contact:**

Sarah Lansburgh, CMC, City Clerk, (530) 661-5806, [sarah.lansburgh@cityofwoodland.gov](mailto:sarah.lansburgh@cityofwoodland.gov)

**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

# CITY COUNCIL LONG RANGE CALENDAR

## **February 18<sup>th</sup>**

## **REGULAR MEETING**

Council Boundaries Update per Annexations  
Campaign Contribution Ordinance Update  
Council Handbook – Policies & Procedures  
Community Development Department Semi-Annual Report  
Police Department Semi-Annual Report  
Restructure of CDBG/RDA Loan Agreements for the Hotel Woodland Redevelopment Project

## **March 4<sup>th</sup>**

## **REGULAR MEETING**

Women in Construction Week Proclamation  
Proclamation Declaring March 15, 2025 as “Arbor Day”  
Equity Action Plan Update  
Authorization to Bid WPCF Grit System and Headworks Screw Pump Rehabilitation Project, CIP 24-12  
Approve Consultant Agreement for ASR Well #31 Project, CIP 17-05  
Award 2025 Water & Sewer Replacement Project, CIP 24-02  
Downtown Transit Hub  
FY25 Mid-Year Budget Update

## **March 8<sup>th</sup>**

## **SPECIAL MEETING (Community & Senior Center)**

City Council Strategic Goal Setting / Retreat

## **March 18<sup>th</sup>**

## **REGULAR MEETING**

New Aquatic Center Mural RFP  
Waste Management Franchise Agreement

## **April 1<sup>st</sup>**

## **REGULAR MEETING**

Proclamation – 50<sup>th</sup> Anniversary Woodland Senior Center Inc.  
Yolano / Donnelly Redevelopment – Yolo County Housing Funding Agreement  
FY26 - Spring Budget Workshop

## **Future Topics / Study Sessions:**

|                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Housing Report (May)<br>Woodland Library Annual Report (May)<br>City Council Priority Goals & Strategic Plan – 2025-2027 (TBD)<br>Sewer Rate Study (TBD)<br>Water Rate Study (TBD)<br>Woodland Tennis Club Agreement (TBD)<br>Woodland Soccer Club Agreement (TBD) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Updated 1/31/2025



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: H.4  
SUBJECT: Sacramento Area Council of Governments 2025  
Blueprint Presentation

**SACOG:**

The Sacramento Area Council of Governments (SACOG) is where local government leaders across the region come together to advance the goals of economic prosperity, connected communities, and vibrant places. SACOG works in collaboration with the 6 counties and 22 cities in the region to solve challenges that are too big for any one jurisdiction to solve on its own. SACOG plays a central role in transportation infrastructure planning and funding assistance for cities, counties, transit operators, and other entities responsible for providing for the mobility needs of the region's residents. One of SACOG's main roles as the state and federally recognized Metropolitan Planning Organization for the region, is to maintain the region's long-range, fiscally constrained, transportation plan and accompanying land use strategy. This plan must be updated every four years in coordination with local government agencies and demonstrate how the region is working to advance local, regional, state, and federal policy priorities. SACOG is currently undergoing an update of this plan, titled the 2025 Blueprint, and anticipates adoption of the plan in 2025.

**2025 Blueprint:**

The 2025 Blueprint is rooted in local planning. Both the land use assumptions and transportation investments included in the plan draw from and remain consistent with city and county general and specific plans as well transit agency planning documents. The 2025 Blueprint differs from many local plans in that it must be constrained by time and funding. Not all planned transportation investments or land use plans will come to fruition within the next 30 years. The 2025 Blueprint in many ways outlines a phasing strategy to help guide public policy decisions throughout the region. This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The plan aims to connect housing to jobs, education, goods and services, and recreational opportunities while protecting and enhancing our region's natural and working landscapes.

Aside from this plan being a federal and state requirement, SACOG will use the 2025 Blueprint update to help local agencies coordinate and prioritize efforts to attract greater investment in the region through grants, private investment, and economic growth while protecting our region's natural environment, existing economies, and improving quality of life for all residents.

At the Woodland City Council, James Corless from SACOG will provide a short presentation and answer any questions on the 2025 Blueprint. The presentation will outline the findings from the region wide transportation and land use analysis. Additionally, the presentation will provide a summary of the various programs SACOG has available or is developing to assist public agencies in implementing the Blueprint locally.



Ken Hiatt  
City Manager

**Attachments:**

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.5  
SUBJECT: Proclamation Declaring February 2025 as "Black History Month"

**Recommendation for Action:** Staff recommends the City Council proclaim the month of February 2025 as "Black History Month".

**Background:**

Dr. Carter G. Woodson, African-American Historian, author, and founder of the Association for the Study of African American History, founded Negro History Week, which was celebrated during a week in February 1926. The observance of February as Black History Month began in 1976 and has been recognized nationally for 49 years.

The theme for 2025 is "African Americans and Labor". The 2025 theme focuses on the various and profound ways that work and working of all kinds – free and unfree, skilled and unskilled, vocational and voluntary – intersect with the collective experiences of Black people.

Prepared by: Sarah Lansburgh, CMC, City Clerk



Ken Hiatt  
City Manager

**Attachments:**

1. Proclamation - Black History Month

# Woodland

## PROCLAMATION RECOGNIZING THE MONTH OF FEBRUARY 2025 AS “BLACK HISTORY MONTH”

**WHEREAS**, the City of Woodland is welcoming, inclusive, and dedicated to improving the quality of life for those who live, work, and visit here; and

**WHEREAS**, Black History Month grew out of the establishment in 1926 of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History (ASALH); and

**WHEREAS**, the observance of Black History Month calls for the attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

**WHEREAS**, the ASALH established the 2025 national theme for observance of this year’s Black History Month as “African Americans and Labor,” which highlights and celebrates the potent impact of the various and profound ways that work and working of all kinds – free and unfree, skilled and unskilled, vocational and voluntary – intersect with the collective experiences of Black people; and

**WHEREAS**, the City of Woodland continues to work toward becoming an inclusive community in which all residents – past, present, and future – are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and

**WHEREAS**, the City of Woodland is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Woodland hereby proclaims February 2025 as Black History Month and encourages all residents to celebrate our diverse heritage and culture and continue efforts to create a world that is more just, peaceful, and prosperous for all.

DATED: February 4, 2025

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Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tempore

Tania Garia-Cadena, Council Member

David Moreno, Council Member

Mayra Vega, Council Member



CITY OF  
**WOODLAND**  
CALIFORNIA



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.6  
SUBJECT: City Council Meeting Minutes of January 21, 2025

**Recommendation for Action:** Staff recommends the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 21, 2025.

**Staff Contact:**

Sarah Lansburgh, CMC, City Clerk, (530) 661-5806, [sarah.lansburgh@cityofwoodland.gov](mailto:sarah.lansburgh@cityofwoodland.gov)



Ken Hiatt  
City Manager

**Attachments:**

1. 01.21.25 draft\_minutes



# **City of Woodland**

City Hall  
Council Chambers  
300 First Street  
Woodland, CA 95695



## **Regular Meeting Minutes**

**Tuesday, January 21, 2025**

6:00 PM

**City Council**

# JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

## A. CALL TO ORDER

Meeting called to order at 06:00 PM.

## B. ROLL CALL

**Council Members Present:** Members Moreno, Garcia-Cadena, Vega, Stallard and Mayor Lansburgh

**Absent:** None

## C. PLEDGE OF ALLEGIANCE

**Pledge of Allegiance led by Woodland Chief of Police Ryan Kinnan.**

***Land Acknowledgment Statement** - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.*

## D. COMMUNICATIONS - PUBLIC COMMENT

*This is an opportunity for the public to speak to the Council on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.gov. 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.*

### 1. 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.

**Mayor Lansburgh invited public comment. Speaking from the public was Tracey Trotman. No further comment was received.**

## E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

**Verbal updates provided by Council Members/Staff.**

2. SUBJECT: Long Range Calendar

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

**Received the Long Range Calendar for informational purposes only.**

## **F. PRESENTATIONS**

3. SUBJECT: Dr. Martin Luther King Jr. Youth Visual Arts and Essay Contest

RECOMMENDATION FOR ACTION: Staff recommends that the City Council acknowledge the winners of the Martin Luther King Jr. Visual Arts and Essay Contest.

**Community Services Director Christine Ferrara presented the item to Council.**

4. SUBJECT: Yolo County Housing Authority Strategic Plan  
**Ian Evans with Yolo County Housing Authority presented the item and answered questions from Council.**

**Mayor Lansburgh invited public comment. Speaking from the public was Paul Bridge and James Vorhees. No further comment was received.**

## **G. CONSENT CALENDAR**

**City Manager Ken Hiatt advised the Council that Item G.12. was being pulled from the Consent Calendar and would be brought back to Council at a future meeting.**

**Mayor Lansburgh invited public comment. No public comment was received.**

**On a motion by Council Member Vega, seconded by Council Member Garcia-Cadena and carried on a 5-0 vote, Council Members approved Consent Calendar Items No. 5 through 16, with no vote on Item No. 12.**

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

**NOES: None**

**ABSENT: None**

**ABSTAIN: None**

5. SUBJECT: City Council Meeting Minutes of December 3, 2024, December 10, 2024 and December 17, 2024.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of December 3, 2024 and December 17, 2024, and the Joint Special City Council/Woodland Finance Authority Meeting of December 10, 2024.

**Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of December 3, 2024 and December 17, 2024, and the Joint Special City Council/Woodland Finance Authority Meeting of December 10, 2024.**

6. SUBJECT: Salary Schedule effective January 1, 2025

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2025.

**Approved the City of Woodland Salary Schedule effective January 1, 2025.**

7. SUBJECT: FY2024/25 Vehicle Replacement Appropriation (Fund 2012)  
Reserve Balance

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, to appropriate transfer expenditures of \$911,248 from various funds, including \$37,410 from Gas Tax (fund 1355), \$21,418 from Spring Lake LLD (fund 1389), \$51,418 from Sports Park Operations and Maintenance CFD (fund 1391), \$92,082 from Equipment Maintenance (fund 2010), \$71,959 from Sewer Enterprise (fund 2220) and \$636,961 from the General Fund American Rescue Plan (ARP) Spending Plan (fund 1101) to the Vehicle Replacement Fund (Fund 2012).

**Adopted RESOLUTION NO. 8434, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPROPRIATION OF \$911,248 TO FUND 2012 FOR VEHICLE REPLACEMENT RESERVE BALANCES AND VEHICLE REPLACEMENT PURCHASES.**

8. SUBJECT: Community Services Department Quarterly Status Report for the Second Quarter FY25

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the Second Quarter of FY25.

**Received the Community Services Department Quarterly Status Report for the Second Quarter of FY25.**

9. SUBJECT: California Office of Emergency Services Authorized Agents

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, naming the City Manager, Administrative Services Director, and Fire Chief as authorized agents with the California Office of Emergency Services.

**Adopted RESOLUTION NO. 8435, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THAT THE CITY MANAGER, ADMINISTRATIVE SERVICE DIRECTOR, AND FIRE CHIEF BE NAMED AS AUTHORIZED AGENTS WITH THE STATE OF CALIFORNIA OFFICE OF EMERGENCY SERVICES (OES).**

10. SUBJECT: Sixth Amendment to the Security Professional Service Agreement with Allied Universal Security Services for Woodland Public Library

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute the sixth amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library.

**Adopted RESOLUTION NO. 8436, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIFTH AMENDMENT TO THE SECURITY PROFESSIONAL SERVICE AGREEMENT WITH ALLIED UNIVERSAL SECURITY SERVICES.**

11. SUBJECT: Approve a Change Order to the Techops Contract for the Library Book Mobile Build

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt

Resolution No.\_\_\_\_\_, to approve a \$968.12 change order to the Techops contract for the purchase and build of the Library Book Mobile.

**Adopted RESOLUTION NO. 8437, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING APPROVAL OF A \$968.12 CHANGE ORDER TO THE TECHOPS CONTRACT FOR THE PURCHASE AND BUILD OF THE LIBRARY BOOK MOBILE.**

12. SUBJECT: Approval of Campus Resource Officer Agreement Between the City of Woodland/Woodland Police Department and Yuba Community College District

RECOMMENDATION FOR ACTION: Staff recommends the City Council approve the Campus Resource Officer Agreement between the City of Woodland/Woodland Police Department and the Yuba Community College District for the provision of a full-time Campus Resource Officer at Woodland Community College, and authorize the City Manager to sign the Agreement.

**Item G.12. was moved to future meeting date certain of February 4, 2025.**

13. SUBJECT: Waiver of Second Reading and Adoption of Ordinance Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, Regarding Mobile Vendors in the Woodland Municipal Code

RECOMMENDATION FOR ACTION: Staff recommends that the City Council waive the second reading adopt the following: 1) Ordinance No. \_\_\_\_\_, adopting Chapter 5.40 "Sidewalk Vendors" into the Woodland Municipal Code; 2) Ordinance No. \_\_\_\_\_, repealing Chapter 10.20 of the Woodland Municipal Code and adopting Chapter 5.44 "Mobile Vendors"; 3) Ordinance No. \_\_\_\_\_, repealing and replacing Section 17.84.250 "Mobile Vendors" of Woodland Municipal Code, Title 17 Zoning Ordinance with Section 17.84.250 "Mobile Vending and Food Preparation"; and 4) Ordinance No. \_\_\_\_\_, adopting Chapter 8.32 into the Woodland Municipal Code.

**Adopted ORDINANCE NO. 1729, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CHAPTER 5.40 INTO THE WOODLAND MUNICIPAL CODE RELATING TO SIDEWALK VENDORS, ORDINANCE NO. 1730, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND REPEALING CHAPTER 10.20 AND ADOPTING CHAPTER 5.44 INTO THE WOODLAND MUNICIPAL CODE RELATING TO MOBILE VENDORS, ORDINANCE NO. 1731, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND REPEALING AND REPLACING SECTION 17.84.250 OF THE TITLE 17 ZONING ORDINANCE RELATING TO MOBILE VENDING AND FOOD PREPARATION, and ORDINANCE NO. 1732, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CHAPTER 8.32 INTO THE WOODLAND MUNICIPAL CODE RELATING TO THE ADOPTION BY REFERENCE OF THE FOOD HANDLING CHAPTER OF THE YOLO COUNTY CODE.**

14. SUBJECT: Deferral of Residual Receipt Payments to the City from the Leisureville Community Association (LCA)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council defer the residual receipts loan payment due to the City of Woodland from the Leisureville Community Association (LCA) for calendar year 2021.

**Deferred the residual receipts loan payment due to the City of Woodland from the Leisureville Community Association (LCA) for calendar year 2021.**

15. SUBJECT: Approve the Plans, Specifications, and Bid Authorization for 2025 Water and Sewer Repair and Replacement Project, CIP 24-02

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, 1) Approving the Project plans and specifications; and 2) Authorizing the bid advertisement for the 2025 Water and Sewer Repair and Replacement Project, CIP 24-02.

**Adopted RESOLUTION NO. 8438, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2025 WATER AND SEWER REPAIR AND REPLACEMENT PROJECT, CIP 24-02.**

16. SUBJECT: Final Acceptance and Notice of Completion for the 2024 Water and Sewer Repair and Replacement Project, CIP 23-02

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, approving an increase in construction contingencies and accepting the construction contract for the 2024 Water and Sewer Repair and Replacement Project, CIP 23-02, with Lund Construction Co. as complete and authorize the City Clerk to file a Notice of Completion.

**Adopted RESOLUTION NO. 8439, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE IN CONSTRUCTION CONTINGENCY FOR THE 2024 WATER AND SEWER REPAIR AND REPLACEMENT PROJECT, CIP 23-02, AND ACCEPTING THE CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION.**

#### **H. PUBLIC HEARINGS**

17. SUBJECT: Approve Modifications to the City Truck Route Map

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive a presentation, conduct a public hearing, and adopt Resolution No. \_\_\_\_\_, to approve the new City Truck Route Map.

**Associate Engineer Clara Olmedo and Traffic Engineer Katie Wurzel presented the item. Traffic Engineer Wurzel and Associate Engineer Olmedo answered questions from Council.**

**Mayor Lansburgh opened the public hearing and invited public comment. Speaking from the public was James Vorhees. No further comment was received.**

**Mayor Lansburgh closed the public hearing.**

**On a motion by Mayor Pro Tem Stallard, seconded by Council Member Moreno and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 8440, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE UPDATED TRUCK ROUTE MAP.**

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

**NOES: None**

**ABSENT: None**

**ABSTAIN: None**

18. **SUBJECT:** Introduction and Waiver of First Reading of an Ordinance Amending Section 17.84.030 of the Woodland Municipal Code

**RECOMMENDATION FOR ACTION:** Staff recommends that City Council 1) Introduce and waive first reading of an Ordinance amending Section 17.84.030 of the Woodland Municipal Code regarding Accessory Dwelling Units (ADU); and 2) Find that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code Section 21080.17.

**Deputy Director of Community Development Erika Bumgardner presented the item and answered questions from Council.**

**Mayor Lansburgh open the public hearing. No comment was received.**

**Mayor Lansburgh closed the public hearing.**

**On a motion by Council Member Garcia-Cadena, seconded by Council Member Vega and carried on a 5-0 vote, Council Members 1) Introduced and waived first reading of an Ordinance amending Section 17.84.030 of the Woodland Municipal Code regarding Accessory Dwelling Units (ADU); and 2) Found that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code Section 21080.17.**

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

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

19. **SUBJECT:** Revised Community Development Department - Planning Division Permitting and Entitlement Fee Schedule

**RECOMMENDATION FOR ACTION:** Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the revised Community Development Department - Planning Division Permitting and Entitlement Fee Schedule.

**Deputy Director of Community Development Erika Bumgardner presented the item and answered questions from Council.**

**Mayor Lansburgh open the public hearing. No comment was received.**

**Mayor Lansburgh closed the public hearing.**

**On a motion by Vega, seconded by Stallard and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 8441, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN UPDATED AND REVISED COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DIVISION ENTITLEMENT AND PERMIT FEE SCHEDULE, INCLUDING THE ADDITION OF A NEW THREE PERCENT TECHNOLOGY FEE.**

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

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

## **I. ADJOURN**

**Meeting adjourned at 07:53 PM.**

**Respectfully submitted,**

**Sarah Lansburgh, CMC  
City Clerk**





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.7  
SUBJECT: Parks & Recreation Commission Meeting Minutes for November 2024

**Recommendation for Action:** Staff recommends the City Council receive the November 25, 2024, Parks & Recreation Commission Meeting Minutes.

**Staff Contact:**

Kris Bain, Community Services Program Manager, (530) 661-2002, [kris.bain@cityofwoodland.gov](mailto:kris.bain@cityofwoodland.gov)

**Discussion:**

The minutes from the November 25, 2024, Parks & Recreation Commission Meeting were approved at the last meeting on January 27, 2025.

**Conclusion:**

Staff recommends the City Council receive the November 25, 2024, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Ferrara, Community Services Director



Ken Hiatt  
City Manager

**Attachments:**

1. Parks & Recreation Commission Minutes November 25, 2024

# **City of Woodland**

City Hall  
Council Chambers  
300 First Street  
Woodland, CA 95695



## **Parks & Recreation Commission Meeting –**

**Monday, November 25, 2024**

**6:30 PM**

**A. CALL TO ORDER**

Meeting called to order at 6:30 pm.

**B. ROLL CALL**

**Parks & Recreation Commissioners Present: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder**

**C. PLEDGE OF ALLEGIANCE**

**D. APPROVAL OF MINUTES**

1. SUBJECT: Approve Parks & Recreation Commission Meeting Minutes for October 28, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the meeting minutes from the October 28, 2024 meeting.

**On a motion by Commissioner Carla White-Snyder, seconded by Commissioner Magalean Martin and carried unanimously on a roll call vote, Commissioners approved the Parks & Recreation Commission Meeting Minutes for October 28, 2024.**

**Ayes: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder**

**Noes: None**

2. SUBJECT: Urban Forest Subcommittee members approve Urban Forest Subcommittee Meeting Minutes for October 4, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the Urban Forest Subcommittee members approve the Urban Forest Subcommittee Meeting Minutes for October 4, 2024

**On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Vice Chair Adam Kirchgessner and carried unanimously on a roll call vote, the Urban Forest Subcommittee members approved the Urban Forest Subcommittee Meeting Minutes for October 4, 2024.**

**Ayes: Vice Chair Adam Kirchgessner, Commissioner Jon-Paul Valcarenghi**

**Noes: None**

**E. 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 the time available for the rest of the agenda. If 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: Public members can submit written comments before the meeting. Comments should be submitted by email to [WoodlandCSD@cityofwoodland.gov](mailto:WoodlandCSD@cityofwoodland.gov). 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 submit written comments on an item not listed on the agenda, please identify your e-mail/comment as a Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.*

## **F. 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.*

**Commissioner White Snyder met with Senior Softball, and 2025 is the 40th year of the organization. She would like to invite the group to a future commission meeting to acknowledge the group.**

## **G. BUSINESS ITEMS**

### **3. Standing Committee Report**

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

### **4. Approve Commissioner Absence Request**

**On a motion by Vice Chair Adam Kirchgessner, seconded by Commissioner Magalean Martin and carried unanimously on a roll call vote, Parks and Recreation Commissioners approved Chair Murrieta's request for absence for the February 2025 meeting.**

**Ayes: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder**

**Noes: None**

## **H. REPORT OF THE STAFF**

5. SUBJECT: Community Services Department Staff report for November 25, 2024

RECOMMENDATION FOR ACTION: The Parks & Recreation Commission will receive the CSD staff reports for November 25, 2024

**Verbal updates provided by Staff.**

6. SUBJECT: Community Services Department Quarterly Status Report for the First Quarter FY25

RECOMMENDATION FOR ACTION: Staff recommends that the Parks and Recreation Commission receive the Community Services Department Quarterly Status Report for the First Quarter of FY25.

**Verbal updates provided by Staff.**

#### **I. NEXT MEETING**

7. The next meeting of the Parks & Recreation Commission is scheduled for January 27, 2025.

#### **J. ADJOURN**

**On a motion by Commissioner Magalean Martin, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Parks & Recreation Commissioners adjourned the meeting at 6:56 pm.**

**Ayes: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarengi, Commissioner Carla White-Snyder**

**Noes: None**



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.8  
SUBJECT: Update Authorized Bank Officers with Umpqua Bank

**Recommendation for Action:** Staff recommends the City Council approve Resolution No. \_\_\_\_\_, updating the City of Woodland's Authorized Officers with Umpqua Bank.

**Staff Contact:**

Kim McKinney, Administrative Services Director, (530) 661-5849, [kim.mckinney@cityofwoodland.gov](mailto:kim.mckinney@cityofwoodland.gov)

**Fiscal Impact:**

No fiscal impact as a result of this action.

**Discussion:**

In connection with construction of the State Theatre and Multiplex project, the City of Woodland set up a Certificate of Deposit (CD) account with Umpqua Bank to hold the security deposit required as part of the overall financing of the project. When the account was established in 2015, the City designated the City Manager, Paul Navazio, as the only Authorized Officer for the City. To allow for appropriate update of account information, and to allow for eventual disbursement of funds from this account, the City needs to update the designated signatories. To comply with the requirements of Umpqua Bank, City Council action, via Resolution, is necessary to complete the updates.

The recommended action is to remove Paul Navazio from the Umpqua Bank account, and to designate City Manager Ken Hiatt and Administrative Services Director Kim McKinney as Authorized Officers for the City with Umpqua Bank. Following Council approval, all requisite documents and certifications can be updated with the Bank.

**Conclusion:**

Staff recommends the City Council approve Resolution No. \_\_\_\_\_, updating the City of Woodland's Authorized Officers with Umpqua Bank.

Prepared by: Kim McKinney, Administrative Services Director

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

Ken Hiatt  
City Manager

**Attachments:**

1. Proposed Resolution - Umpqua Bank Authorized Account Signatories Update

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
UPDATING THE DESIGNATED AUTHORIZED OFFICIALS WITH UMPQUA BANK**

**WHEREAS**, in connection with the construction of the State Theatre and Multiplex Project, the City established a deposit CD account with Umpqua Bank; and

**WHEREAS**, the City staff designated as the Authorized Official no longer works for the City of Woodland; and

**WHEREAS**, to allow for eventual disbursement of funds held in the deposit account, the designated Authorized Officials must be updated, via Resolution, with Umpqua Bank.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

**SECTION 1.** The City Council hereby designates City Manager, Ken Hiatt, and Administrative Services Director, Kim McKinney, as Authorized Officers for all City accounts with Umpqua Bank and authorizes completion of all necessary certification forms to reflect this designation.

**SECTION 2.** The City Council hereby directs the removal of previous City Manager, Paul Navazio, as an Authorized Official for any City account with Umpqua Bank.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 4<sup>th</sup> day of February 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Rich Lansburgh, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah Lansburgh, CMC, City Clerk

\_\_\_\_\_  
Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.9  
SUBJECT: Approval of Campus Resource Officer Agreement  
Between the City of Woodland/Woodland Police  
Department and Yuba Community College District

**Recommendation for Action:** Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, to approve the Campus Resource Officer Agreement between the City of Woodland/Woodland Police Department and the Yuba Community College District for the provision of a full-time Campus Resource Officer at Woodland Community College, and authorize the City Manager to sign the Agreement.

**Staff Contact:**

Dallas Hyde, Deputy Chief of Police, (530) 661-7868, [dallas.hyde@cityofwoodland.gov](mailto:dallas.hyde@cityofwoodland.gov)

**Fiscal Impact:**

The Yuba Community College District will fully reimburse the City for the costs associated with this agreement. This includes personnel expenses, vehicle costs, and other resources required for the effective deployment of the Campus Resource Officer. The total compensation for the duration of the agreement shall not exceed \$950,000.

**Report in Brief:**

The Woodland Police Department and Yuba Community College District have proposed an agreement to assign a full-time Campus Resource Officer (CRO) at Woodland Community College. The CRO will promote safety, deliver educational workshops, and support emergency response and intervention efforts on campus. The District will reimburse the City for all personnel, vehicle, and equipment costs. This partnership, effective through June 30, 2028, will enhance campus safety and strengthen ties between the City and the college.

**Background:**

The Yuba Community College District has expressed the need for a Campus Resource Officer to enhance campus safety, promote a secure learning environment, and foster positive relationships with students, staff, and the surrounding community. This agreement aligns with the City of Woodland's commitment to supporting community safety and well-being.

The proposed agreement establishes a partnership between the Woodland Police Department and the Yuba Community College District. It outlines the scope of services, terms of compensation, and responsibilities for the placement of a dedicated Campus Resource Officer at Woodland Community College.

**Discussion:**

Under this agreement:

1. The Woodland Police Department will assign one full-time law enforcement officer to serve as a Campus Resource Officer at Woodland Community College.
2. The officer will perform various duties, including:
  - Coordinating with campus administration to enhance safety measures.



- Conducting workshops and providing resources to students, parents, and staff on topics such as bullying prevention, human trafficking awareness, and suicide prevention.
  - Participating in emergency response planning, intervention programs, and restorative practices.
  - Responding to campus incidents and supporting campus emergency drills and protocols.
3. The District will reimburse the City for personnel, equipment, and vehicle costs associated with the officer's deployment.
4. The financial terms include:
- A one-time cost of \$120,838 for vehicle and equipment procurement.
  - An annual reimbursement of \$36,879 for vehicle and equipment maintenance.
  - Personnel costs based on the officer's classification at Step G, which amounts to \$237,318.79 annually, adjusted for merit increases and updates to compensation rates. The agreement is effective upon approval by both parties and will remain in effect through June 30, 2028.

**Conclusion:**

Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, to approve the Campus Resource Officer Agreement between the City of Woodland/Woodland Police Department and the Yuba Community College District for the provision of a full-time Campus Resource Officer at Woodland Community College, and authorize the City Manager to sign the Agreement.

Prepared by: Dallas Hyde, Deputy Chief of Police

Approved by: Ryan Kinnan, Chief of Police



Ken Hiatt  
City Manager

**Attachments:**

1. Proposed Resolution - CRO Agreement\_YCCD WPD
2. Proposed Agreement - YCCD WPD Campus Resource Ofc

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND**  
**APPROVING AN AGREEMENT BETWEEN THE CITY OF WOODLAND,**  
**WOODLAND POLICE DEPARTMENT, AND YUBA COMMUNITY COLLEGE**  
**DISTRICT FOR A CAMPUS RESOURCE OFFICER, AND AUTHORIZING THE CITY**  
**MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS,** the City of Woodland ("City") and the Woodland Police Department ("WPD") recognize the importance of ensuring a safe and secure environment for students, faculty, and staff at Woodland Community College; and

**WHEREAS,** the Yuba Community College District ("District") has expressed the need for a Campus Resource Officer ("CRO") to enhance campus safety, foster positive relationships, and support emergency response and intervention efforts; and

**WHEREAS,** the City and District have developed an agreement to assign a full-time WPD officer to serve as a CRO at Woodland Community College, with the District reimbursing the City for all associated personnel, vehicle, and equipment costs; and

**WHEREAS,** the agreement outlines the responsibilities of the CRO, including but not limited to, coordinating with campus administration to enhance safety measures, conducting workshops on student safety and well-being, participating in emergency response planning, and responding to campus incidents; and

**WHEREAS,** the financial terms of the agreement provide for a one-time cost of \$120,838 for vehicle and equipment procurement, an annual reimbursement of \$36,879 for maintenance, and personnel costs based on the officer's classification at Step G, with the total contract amount not exceeding \$950,000 over the agreement's duration; and

**WHEREAS,** the agreement shall remain in effect through June 30, 2028, unless otherwise terminated in accordance with its terms; and

**WHEREAS,** this partnership aligns with the City's ongoing commitment to fostering public safety and collaboration with educational institutions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

**SECTION 1.** The City Council hereby approves the Campus Resource Officer Agreement between the City of Woodland/Woodland Police Department and the Yuba Community College District, as presented.

**SECTION 2.** The City Manager, Ken Hiatt, is authorized to execute the Agreement and any necessary documents related thereto on behalf of the City of Woodland.

**SECTION 3.** The Woodland Police Department is authorized to take all actions necessary to implement the agreement and assign a full-time officer as a Campus Resource Officer at Woodland Community College.

**SECTION 4.** The City Clerk shall certify the passage and adoption of this resolution and enter it into the official records of the City of Woodland.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 4<sup>th</sup> day of February 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Sarah Lansburgh, CMC, City Clerk

---

Ethan Walsh, City Attorney

**CAMPUS RESOURCE OFFICER AGREEMENT BY AND BETWEEN  
THE YUBA COMMUNITY COLLEGE DISTRICT  
AND CITY OF WOODLAND POLICE DEPARTMENT**

This Campus Resources Officer Agreement ("Agreement") is made and entered into on \_\_\_\_\_, 2025, by and between the City of Woodland Police Department ("Police Department") and Yuba Community College District ("District"). Police Department and District are at times referred to in this Agreement individually as "Party" and collectively as "Parties."

**Recitals**

WHEREAS, the District desires to contract with the Police Department for professional and special services of a campus resource officer on the Woodland Community College campus within the District;

WHEREAS, the District is authorized to contract with persons for the furnishing of professional and special services and advice, including in financial, economic, accounting, engineering, legal, administrative, or other related matters;

WHEREAS, the Police Department is specially trained, experienced, properly certified/licensed and competent to perform the professional and special services required by the District;

WHEREAS, the provision of professional and special law enforcement services shall not reduce the normal and regular ongoing service that the Police Department provides to the citizens of the City of Woodland;

The Campus Resource Officer's role is to coordinate with the District Director of Safety and Risk Management or designee for service needs of the Woodland Community College. A communication must occur with the Director of Safety and Risk Management on any activity occurring on campus.

NOW, THEREFORE, the Parties hereto agree as follows:

**1) Term**

This Agreement is effective from the date of approval by the last Party to execute this Agreement and shall continue through June 30, 2028 ("Term"), unless earlier terminated as set forth in this Agreement.

**2) Scope of Services**

The Police Department shall, during the Term, provide professional and special services of a campus resource officer on the Woodland Community College campus within the District as set forth in the Scope of Services described in Exhibit A (the "Services"), attached hereto and

incorporated herein by reference. The Services may be modified by the Parties' written agreement.

The Police Department shall perform all Services under this Agreement in a professional, skillful, competent, and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Police Department represents and warrants that all of its employees, officers, agents, consultants, and subcontractors shall have sufficient skill and experience to perform the Services. The Police Department assumes full responsibility for the acts or omissions of its employees, officers, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Police Department will immediately remove any of its employees, officers, agents, consultants, or subcontractors from the District's property upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. The Police Department agrees to promptly provide a replacement employee, officer, agent, consultant, or subcontractor acceptable to the District to perform the Services.

Supervisors from the Police Department are responsible for supervising Police Department personnel and will act as liaisons to District personnel related to the Services. The Police Department will use Captains, Lieutenants, and Sergeants (as determined in the Police Department's sole discretion) to staff supervisory positions. Deputy Police and Reserve Deputy Police will be used to staff non-supervisory positions. Captains, Lieutenants, and Sergeants may be used to staff non-supervisory positions with the mutual consent of both Parties.

### **3) Compensation**

The District agrees to cover the cost for the services, including personnel costs incurred for one (1) full-time law enforcement officer, including, but not limited to wages, overtime, benefit costs, vehicle and equipment. Such total compensation costs shall be based on actual City total compensation rates for the law enforcement officer classification from which the Campus Resource Officer is selected, not to exceed the classification of Police Officer at Step G of the City of Woodland's salary schedule, and all related incentives and benefits. The current total compensation for each step is:

Step C - \$203,293.24

Step D - \$211,186.54

Step E - \$219,476.56

Step F - \$228,180.32

Step G - \$237,318.79

Vehicle and equipment costs:

| Vehicle/Equipment Costs | One-Time                    | Recurring                                  |
|-------------------------|-----------------------------|--------------------------------------------|
| Vehicle                 | \$100,488                   | \$34,844                                   |
| Equipment               | \$20,350                    | \$2,035                                    |
| TOTAL                   | \$120,838                   | \$36,879                                   |
| TOTAL                   | \$120,838 First year of MOU | \$36,879 Annually for years 2 and 3 of MOU |

- The District shall pay as a one-time cost for vehicle and equipment of \$120,838 and pay annually \$36,879.
- The City shall provide the district with the most current total compensation rates annually every July, or if changes are made to the Woodland Police Officer's Association's MOU with the City through the negotiation process. The district and the City agree to amend the MOU to reflect any changes to the compensation reimbursement rates.
- Officers receive a merit/step increase annually on their date of hire. This new compensation rate would not be more than any of the amounts represented in the Step formula above.

The Police Department agrees to bill the District only for time assigned to the Services.

The Police Department will submit a detailed invoice to the District on a monthly basis for services provided pursuant to this Agreement. The District agrees to pay all undisputed bills in full no later than thirty (30) days after receiving the bill.

The total contract amount over the term of the contract shall not exceed "\$950,000."

**4) Expenses and Equipment**

The Police Department is solely and fully responsible for all costs and expenses incident to the performance of the Services, including all licenses, permits, approvals, instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services (unless otherwise set forth in this Agreement.) The Police Department acknowledges and agrees that the District has no responsibility or liability whatsoever for any equipment or other property of the Police Department or its employees, officers, agents, consultants, or subcontractors placed on or near the District's premises. If the District furnishes any goods, materials, or other equipment to the Police Department, the Police Department assumes complete liability for those goods, materials, or other equipment. The Police Department agrees to promptly pay District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

## **5) Insurance**

The Police Department agrees to comply with, and agrees to ensure that each subcontractor performing any part or portion of the Services will comply with, the insurance requirements as outlined in Exhibit "B," which is attached hereto and fully incorporated herein by this reference.

## **6) Indemnification**

A. The Police Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold the District, its Board of Trustees, agents, officers, officials, and employees harmless from and against any and all claims, losses (including attorneys' fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent or willful misconduct act of the Police Department or its agents, employees, appointees, or designees which act was performed in the fulfillment of this Agreement. This section shall survive the termination or expiration of this Agreement.

B. The District shall, to the fullest extent permitted by law and at its own expense, defend, indemnify and hold the City of Woodland and the Police Department, their agents, employees, appointees, and designees harmless from and against any and all claims, losses (including attorneys' fees, witness' fees and all court costs), damages, expenses and liability resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or willful misconduct act by the District, or its Board of Trustees, which act was performed in the fulfillment of this Agreement. This section shall survive the termination or expiration of this Agreement.

C. In the event of concurrent negligence on the part of Police Department and District, the liability for any and all such claims shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

## **7) Independent Contractor**

Police Department shall be deemed and act as an independent contractor. Police Department understands and agrees that neither Police Department nor any of Police Department's employees, officers, agents, consultants, or subconsultants shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to worker's compensation or unemployment benefits. Police Department further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Police Department shall perform the services and obligations under this Agreement according to the Police Department's own means and methods of work, which shall be in the exclusive charge and

under the control of Police Department, and which shall not be subject to control or supervision by the District, except as to the results of the Services. To the furthest extent provided by law, Police Department agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Police Department's employees, officers, agents, or representatives (as independent contractors) who provide services under this Agreement.

#### **8) Limitation of Liability**

Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable to the other Party, regardless of whether any claim is based on contract or tort, for any special, consequential, punitive, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

#### **9) Non-Assignability**

Police Department shall not assign or transfer any interest in this Agreement or any portion thereof to a third party without the prior written consent of the District. The District may automatically terminate this Agreement if Police Department makes any purported assignment without the District's prior written consent.

#### **10) Confidential Information**

In performing the Services, Police Department may from time to time gain access to confidential or proprietary information and records, including but not limited to student record information as defined by 20 USC section 1232g, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information."). The Parties agree that such access is not a provision or conveyance or disclosure to Police Department of student record information in violation of section 1232g or of any similar state law. Police Department acknowledges that any disclosure to any third party or any misuse of Confidential Information may irreparably harm the District. Accordingly, Police Department will not disclose or use, either during or after the term of this Agreement, any Confidential Information of the District without the District's prior written permission or unless otherwise required by law. Police Department further agrees that if in the performance of Services it does obtain such access to Confidential Information, it shall refrain from any removal, use or disclosure to any third person of such Confidential Information and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such Confidential Information. Police Department will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. At all times during and after the term of this Agreement, Police Department shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Police Department may be considered a "school official." Police Department agrees to return all copies of Confidential Information to the District upon expiration or termination of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.



### **11) Termination**

This Agreement may be terminated by either Party at any time with or without cause, or for a Party's convenience, by providing at least sixty (60) days prior written notice to the other Party. In the event of termination by either Party, District shall fully compensate Police Department for undisputed Services satisfactorily rendered through the effective date of termination.

### **12) Waiver**

The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either Party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provisions of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provisions herein.

### **13) Amendments**

This Agreement may be modified at any time only by written Amendment executed by all of the Parties hereto and approved and/or ratified by the Parties' respective governing bodies.

### **14) Construction**

This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

### **15) Entire Agreement**

This Agreement and its attached Exhibits constitute the entire agreement between the Parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the Parties.

### **16) Severability**

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable, the balance of the Agreement shall nevertheless remain in full force and effect.

### **17) Notices**

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a Party hereto on the date personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed to the individual and address set forth below each Party's signature

## **18) Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e. a pdf version) shall be legally binding and that each Party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other Parties as if they were original signatures.

## **19) Captions and Headings**

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement

## **20) Governing Law**

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

## **21) Ratification by the Parties**

This Agreement is not enforceable unless and until it is approved and/or ratified by the respective governing bodies of the District and the Police Department.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates of their signatures.**

**YUBA COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_

Name: Dr. Shouan Pan

Title: Chancellor

Date: \_\_\_\_\_

**CITY OF WOODLAND POLICE  
DEPARTMENT**

By: \_\_\_\_\_

Name: Ken Hiatt

Title: City manager

Date: \_\_\_\_\_

**YUBA COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_

Name: Kuldeep Kaur

Title: Vice Chancellor of Administrative Services

Date: \_\_\_\_\_

**CITY OF WOODLAND POLICE  
DEPARTMENT**

By: \_\_\_\_\_

Name: Ryan Kinnan

Title: Chief of Police

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

1. Campus Resource Officer will work in partnership with District administrators to create safe and healthy learning environments for students and staff.
  - a. Campus Resource Officer will promote safety and security on the Woodland Community College campus by providing guidance, workshops and information to students, parents and staff. The effectiveness of these services will be measured monthly, by the number of individuals that participate in group and individual workshops and/or interventions promoting safe behaviors. Actions to support this goal include:
    - i. Provide students, parents and staff workshops and presentations on topics including:
      1. Technology Safety/Social Media Safety
      2. Domestic Violence
      3. Dating Violence
      4. Suicide Prevention
      5. Traffic Safety
      6. Bullying prevention
      7. Human trafficking
      8. Signs of substance abuse in students
      9. Community resources available to support families
      10. Additional topics as related to needs associated with current trends demonstrated throughout the community.
    - ii. Develop and deliver intervention skill-development, and healthy-lifestyle programs for District students on topics including.
      1. Anti-tobacco education addressing not only cigarettes, but also e-cigarettes, vapes, cigars, hookahs, and other such products on campus and in the community.
    - iii. Partner with District staff to provide support and appropriate referrals for victims of abuse and trafficking.
    - iv. In partnership with Campus administrators, conduct home visits and welfare checks to:
      1. Make contact with parents and at-risk students who are identified as not engaged in college to provide assistance to those families.
      2. Make contact and offer support and resources to families dealing with:
        - a. Domestic violence
        - b. Suicide Threats
        - c. Mental Health
        - d. Unfulfilled basic needs

- b. Campus Resource Officer will participate in meetings that will support maintaining a safe campus environment through building emergency response protocols, understanding current trends in the community, and establishing plans that are preventative in nature. Actions to support this goal may include:
    - i. Respond swiftly to major disruptions and flagrant criminal offenses at the campus.
    - ii. Partner with District staff during and after events that necessitate criminal investigations.
    - iii. Provide annual ALICE Training (Active Shooter Response Training) for District staff members.
    - iv. Work with District administrators to review and update the Campus Emergency Management Plan and give input on Comprehensive Campus Safety Plans.
    - v. Train Campus Supervisors on a variety of topics (i.e. gang awareness, tobacco awareness, active supervision, etc.) annually and as needed throughout the year.
    - vi. Provide additional law enforcement personnel and resources to assist with large public events on Campus such as athletic events, dances, and community functions.
    - vii. Meet with staff regularly to exchange information gathered from parents, community members, and social media relating to the safety and well-being of students and the Campus community.
    - viii. Serve as a consultant in improving the effectiveness in implementing emergency drills in conjunction with other local agencies.
2. Campus Resource Officer will partner with students and staff to implement Positive Behavior Intervention Support programs and Restorative Practices.
- a. Campus Resource Officer will work with District to ensure Restorative Practices are primarily used to address negative behaviors that compromise the physical and mental safety of members throughout the District community. Actions to support this goal may include:
    - i. In cooperation with Campus administrators, address student behavior concerns at the lowest level of intervention appropriate.
    - ii. In cooperation with Campus administrators, counselors, social workers, and Campus staff, participate in Restorative Practices to facilitate student discussion and conflict resolution when appropriate.
    - iii. Connect victims and friends of victims of violence to the appropriate resources.

- b. Campus Resource Officers will build positive relationships with students, staff, and community members, resulting in a reduction in the number of Campus-based arrest and disciplinary infractions throughout the City of Woodland. Measurement of success will be inclusive of student participation in community outreach efforts designed to build supportive and trusting relationships with students.
- 3. Any additional responsibilities, and specific details of these listed responsibilities, of the Campus Resource Officer shall be mutually agreed upon between the District's designated representative and the designated Police Department representative. The Campus Resource Officer shall fall under the direct supervision of the Woodland Police Department at all times. The Campus Resource Officer will be supervised by a sworn officer on duty during the officer's shift.

## **EXHIBIT "B"**

### **INSURANCE REQUIREMENTS**

The Police Department is required to submit to the District with the Agreement Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the Yuba Community College District, and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties, and each Certificate of Insurance shall so specify. Each policy required herein shall be endorsed with specific language waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. The Police Department will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. The Police Department's provision of the required insurance hereunder shall not act as a potential limitation on the Police Department's liability.

The Police Department shall, at its own cost and expense, procure and maintain in force, throughout the term of this Agreement, insurance as follows:

1. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
2. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned, and hired vehicles for all activities of the Police Department arising out of or in connection with the work to be performed under this Agreement. If the Police Department or its employees, officers, agents, consultants, or subcontractors will use personal automobiles in any way to perform the Services, the Police Department shall obtain evidence of personal automobile liability coverage for each such person.
3. Workers' Compensation coverage in the amount required by law, and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that the Police Department has employees as defined by the California Labor Code. In addition, the Police Department shall require any and every subcontractor to procure and maintain Workers' Compensation and Employer's Liability Insurance in the limits described above.
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by the Police Department or any of the Police Department's employees, officers, agents, consultants, or subcontractors, and

with any deductible not to exceed \$25,000 each claim. (Required only if the following blank is checked \_\_\_\_\_.)

Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its trustees, officers, agents, employees and volunteers, and shall apply separately to each.

The Police Department is solely responsible for the payment of or costs associated with any and all premiums, deductibles, or self-insurance retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.

The Police Department agrees to ensure that each subcontractor or subconsultant performing any part or portion of the Services will comply with the terms of this Exhibit "B" and will procure and maintain the required insurance coverage during the term of the Agreement.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the District's option, result in a declaration of material breach and immediate termination of this Agreement by the District. Alternatively, the District may purchase or obtain the required insurance coverage and, without further notice to the Police Department, may deduct from sums due to the Police Department any premium or other costs advanced by the District for such insurance. These remedies shall be in addition to any other remedies available to District.





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.10  
SUBJECT: Fire Department Semi-Annual Status Report for the Period of July 1, 2024 through December 31, 2024

**Recommendation for Action:** Staff recommends the City Council accept the Fire Department Semi-Annual Status Report for July 1, 2024 through December 31, 2024.

**Staff Contact:**

Eric Zane, Fire Chief (530) 661-5861, [eric.zane@cityofwoodland.gov](mailto:eric.zane@cityofwoodland.gov)

**Background:**

The Fire Department Semi-Annual Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly or quarterly status reports to the City Council, the City Council now receives status reports on a semi-annual basis.

**Discussion:**

From July 1, 2024 to December 31, 2024, the Woodland Fire Department navigated a dynamic and demanding second half of the calendar year, marked by significant advancements and strategic initiatives across its three primary divisions: Administrative, Operations, and Community Risk Reduction.

**Administrative Division**

The Administrative Division of the Woodland Fire Department has experienced a busy and productive six-month period, navigating several significant changes and achieving notable milestones.

- **Personnel Updates:** The division faced the loss of both a Management Analyst and one Firefighter. However, recruitment efforts were successful and both positions were filled. The new Management Analyst is currently in the process of acclimating to Department operations. The Firefighter recruit is attending Fire Academy Class 25-1, where they will undergo 22 weeks of intensive training.
- **Contract Renegotiation:** A key achievement was the successful renegotiation and update of a 20-year contract with the County of Yolo to continue providing fire protection services to the unincorporated area within the Springlake Fire Protection District. This agreement benefits both the City of Woodland and the City of Davis by allowing the utilization of their respective fee schedules to recoup inspection service costs. Additionally, the updated contract includes an increased payment amount to the City of Woodland for administrative services, acknowledging the Fire Chief and Management Analyst's role in supporting the fire district's management.
- **Ongoing Strategic Partnerships:** Fire Administration actively collaborated with LAFCO. Fire Chief Zane attends regular meetings towards the annexation of the Woodland portion of the Elk Horn Fire Protection District. The division played a crucial role in assisting the Community Risk Reduction team in the review and update of the Department's fee schedule, and the successful implementation of the Compliance Engine.
- **Emergency Management Support:** In partnership with the City, a new Emergency Manager was contracted to assist with the update of the City Emergency Operations Plan and to draft a

new policy on warming and cooling shelters. Additionally, the Fire Administration actively worked with FEMA on the reimbursement process for damages incurred during the 2022 winter storms, with reimbursements beginning to arrive.

## **Operations Division**

The Operations Division had a particularly busy second half of 2024, as fire season was in full swing, and operational demands increased significantly.

- **Wildland Fire Response:** Fire Operations personnel responded to and provided support for eleven separate wildland fire incidents. These Strike Team Assignments resulted in significant support for fire suppression efforts across the state. The Fire Department will receive approximately \$500,000 in reimbursements from the State and Federal Governments.
- **CPR Performance:** The Fire Operations team achieved a remarkable CPR survival rate, finishing 2024 with a survival rate that is 34% above the national average. Furthermore, the Utstein CPR survival rate reached 100%, reflecting the department's commitment to excellent medical care and successful outcomes during emergency responses.
- **Training Enhancements:** Personnel have worked hard to build a new training prop behind Fire Station 3. This prop, constructed using grant funds, will greatly enhance the department's training capabilities, offering more realistic and comprehensive training scenarios. It will allow firefighters to develop and refine skills essential to effective and efficient deployment on structural fires.
- **New Equipment and Response Vehicles:** In addition to the new training prop, the department took delivery of the alternate response vehicle, which is in the process of being outfitted with the necessary equipment. Squad 3 is expected to be ready for deployment as early as March 2025, expanding the Department's operational capacity.

## **Community Risk Reduction Division**

The second half of 2024 has been a period of innovation and increased efficiency for the Woodland Fire Department's Community Risk Reduction (CRR) Division, marked by innovative strategies, advancements in operations, and strengthened collaborations that have greatly enhanced the Division's impact.

A key achievement has been implementing First Due, a system that has revolutionized our inspection process. First Due has significantly increased efficiency and customer satisfaction by eliminating paperwork and enabling instant correction forms to be sent directly to business owners.

The introduction of The Compliance Engine has streamlined the tracking and management of fire suppression and alarm systems. This advancement has led to faster response times and improved system reliability, ensuring our community is better protected.

Our commitment to supporting sustainable development has been demonstrated through the integration of SolarApp+, which has expedited the review process for solar energy projects. This initiative is particularly timely given the surge in construction activity across the city, as we have continued to maintain a 10-day turnaround for all in-house plan reviews.

Another significant milestone is the City Council's approval of a new fee schedule for construction submittals, which improves fairness, transparency, and resource allocation within the Division. This change further enhances our operational capacity and allows us to serve the community better.

Additionally, the City Council's new fireworks ordinance, developed in collaboration with the Police

Department, included a \$1,000 fine per illegal device. This ordinance has already reduced call volumes and enhanced public safety during high-risk periods, such as the Fourth of July.

Our partnerships with external agencies have also been strengthened, with the Yolo County District Attorney's Office playing a key role in enhancing fire investigations. This collaboration has ensured greater accountability and rigorous enforcement, which is vital for protecting the safety of our community.

We welcomed a part-time Community Risk Reduction Specialist from the Civic Fellowship Program to address the growing demands of annual state-mandated and permit inspections. This additional resource has been critical in maintaining service quality while meeting our operational goals.

Finally, our close collaboration with the Community Development Division, Building Department, and Public Works has enhanced communication, streamlined processes, and better support for developers in meeting safety requirements. This cooperative effort has fostered a more proactive and cohesive approach to the city's growth and development.

In conclusion, these accomplishments highlight the Division's ongoing commitment to innovation, excellence, and public safety. We are well-positioned for continued success and collaboration in the years ahead as we strive for an even safer and more resilient Woodland.

**Conclusion:**

Staff recommends the City Council accept the Fire Department Semi-Annual Status Report for July 1, 2024 through December 31, 2024.

Prepared by: Nallely Castro, Management Analyst

Reviewed by: Eric Zane, Fire Chief



Ken Hiatt  
City Manager

**Attachments:**

1. FD Semi Annual Report- Jul- Dec 2024



# SEMI-ANNUAL REPORT

JULY 1-DECEMBER 31, 2024

Total Calls for Service

4.7 % decrease  
from Jan-Jun 2024

4,344

Average Response Time

13 seconds decrease  
from Jan-Jun 2024

4:42

Automatic Aid

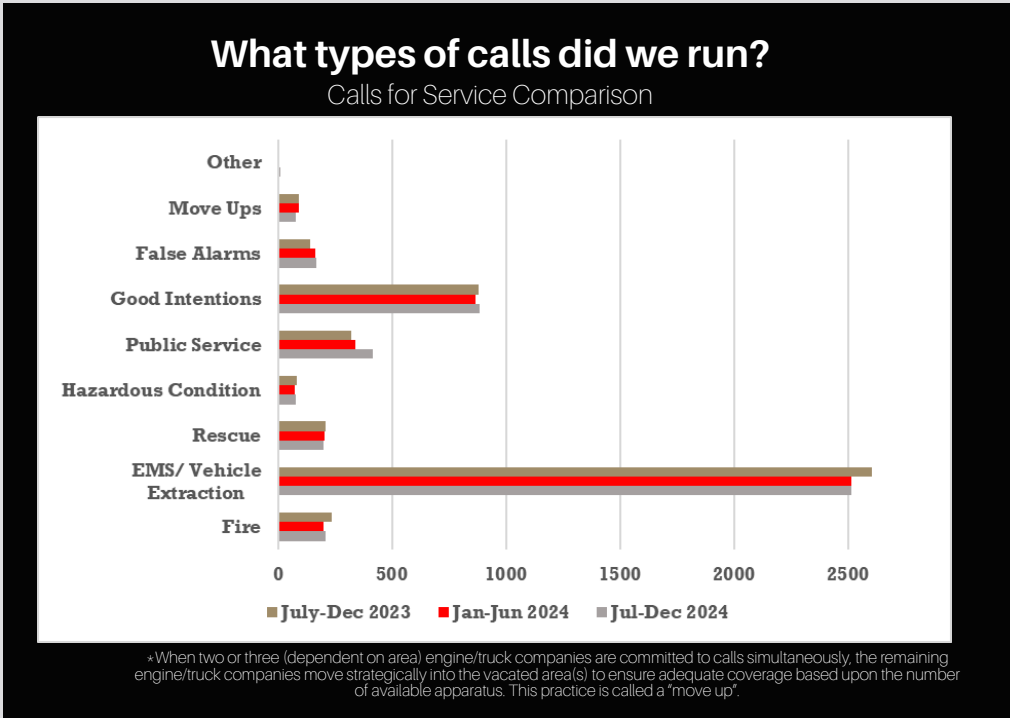
Aid Received

39

Aid Given

73

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



CONTAINED FIRE TO ROOM OF ORIGIN

72%

Goal: 80% of the time

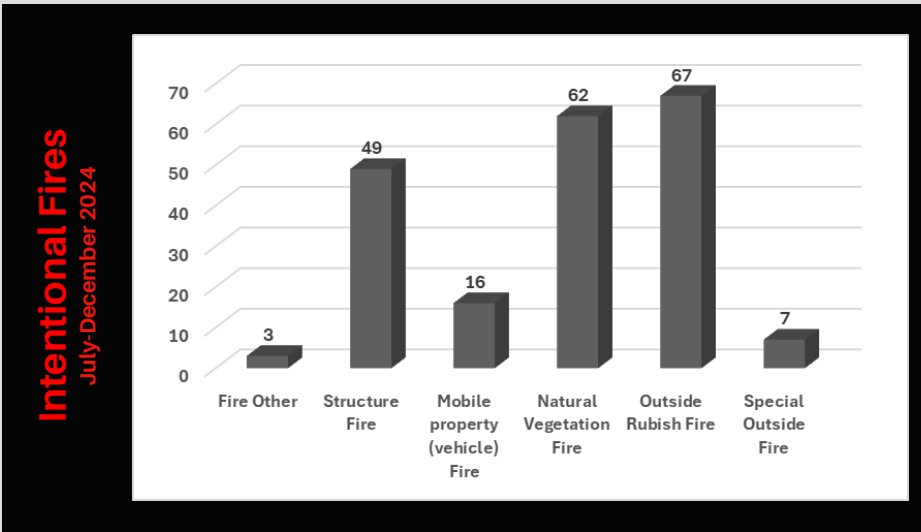
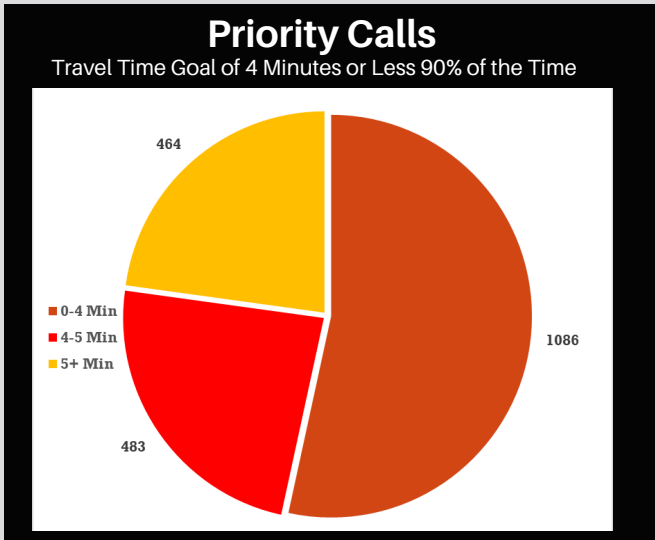
PRE INCIDENT VALUE

\$13,440,600

SAVED

\$12,338,300

Loss \$1,102,300



### WFD CPR 2024

TOTAL CPR Calls

105

CPR Performed on scene

53

PER MONTH : Transported to Hospital

| Month | Count |
|-------|-------|
| JAN   | 1     |
| FEB   | 1     |
| MAR   | 4     |
| APR   | 1     |
| MAY   | 2     |
| JUN   | 5     |
| JUL   | 5     |
| AUG   | 0     |
| SEP   | 0     |
| OCT   | 3     |
| NOV   | 2     |
| DEC   | 0     |

Transported with a Pulse

18

Citizens who survived CPR and went home

8



# SEMI-ANNUAL REPORT

JULY 1- DECEMBER 31, 2024

Total Hours  
Committed

1,412

Total Work Hours

2,000

Uncommitted  
Work Hours per Week

09

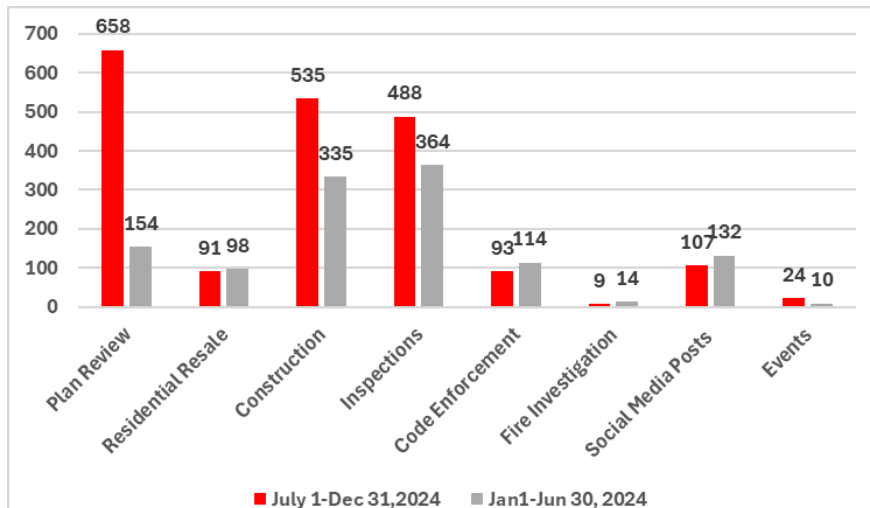


3 Department  
Staff

Formal  
Completed  
Training Hours

338

## What types of duties did we complete?



### PLAN REVIEW HOURS

658

Average time spent per plan set:

1 Hour

### INSPECTION HOURS

488

Average time spent per inspection:

1 Hour

### CONSTRUCTION HOURS

401.25

Average time spent per inspection:

45 Minutes

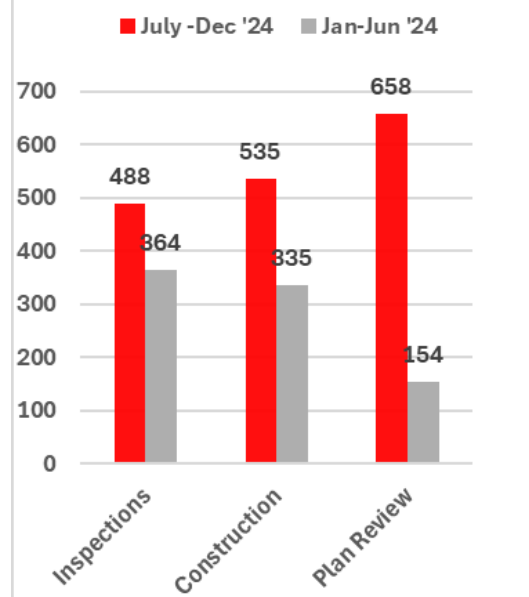
### RES. RESALE HOURS

68.25

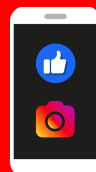
Average time spent per inspection:

45 Minutes

## Inspection & Plan Review



Community Outreach  
July-Dec 2024



## Social Media Posts

107 Posts  
53.5 Hours Total  
30 minute average time

## Community Events

24 Events  
96 Hours Total  
4 hour average time



## 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.



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.11  
SUBJECT: Public Works Semi-Annual Status Report for the Period of July 1, 2024 to December 31, 2024

**Recommendation for Action:** Staff recommends the City Council accept the Public Works Semi-Annual Status Report for the period of July 1, 2024 through December 31, 2024.

**Staff Contact:**

Craig Locke, Public Works Director, 530-661-5899, [craig.locke@cityofwoodland.gov](mailto:craig.locke@cityofwoodland.gov)

**Background:**

This Semi-Annual report covers the period from July 1, 2024 through December 31, 2024. The dashboard presents a summary of easily quantifiable data such as Service Requests and Work Orders received. This report provides a narrative description of major work performed and notable department highlights.

**Discussion:**

Public Works (PW) spent the last 6 months working together internally to maintain the City's vital infrastructure and assist other City departments to better serve the community. One effort PW is particularly proud of was the collaborative effort in the reopening of Freeman Park. All PW divisions had a hand in making the reopening a success. Electrical installed security cameras and replaced many of the wires and connections damaged over the years. They also provided the modifications necessary to support the ice rink. Water secured the wellsite and made accommodations for the rink, and streets secured the electrical for the rest room building.

Another multi-disciplinary project the Department participated in during the reporting period was the Woodland Regional Park Preserve (WRPP). The Water Department assisted in troubleshooting issues with the on-site well used to fill the pond and run the irrigation system. Electrical was also engaged in evaluating and adjusting the control systems to ensure proper utilization of the well. This work will be completed this Spring when salvaged parts from an abandoned well will be installed to improve controls for the wells. Electrical also installed a step-down transformer to provide power to the site and worked with Water and IT staff to install a tower for data connectivity. This will provide a microwave connection from the treatment plant to Spring Lake parks via the WRPP needed to provide enhanced control of irrigation systems. Staff have been instrumental in completing these projects at the WRPP which will be ready for opening to public access this Spring.

The primary job of each division is maintaining the infrastructure that serves the City. However, each division is also constantly improving the infrastructure in their charge and this report highlights some of their accomplishments.

**The Electrical Division**

Completed the installation of the EV Stations in the public parking lot behind the Hotel Woodland saving the City thousands in installation costs. This job was complicated despite lengthy delays in obtaining equipment.

The Electrical Division also completed the installation of charging stations at the MSC necessary to support the municipal electric fleet mandate from the California legislature.

Electrical staff also began installing the new CalTrans standard traffic signal heads. The City previously used CalTrans standards for traffic signal heads but that standard recently changed. The first intersection to receive these heads is at County Road 102 and 25A. They will be installed throughout the City as existing heads require replacement.

The Electrical Department worked on a myriad of special projects including providing power for the Freeman Park ice rink and the Regional Pond. They provide considerable weekend special project support in addition to their regular maintenance duties.

### **The Streets Division**

Crews placed a 2" asphalt overlay on East Kentucky. While this project did not include reconstruction of the base, it restored the road surface at a fraction of the cost of reconstruction and will allow the City to delay a larger project for a few years. The City Collections crew adjusted the iron rings and manholes to grade, while Signs and Markings finished off the project making it a true team effort.

Staff contracted a vendor to stabilize the slopes of the Beamer underpass. Soil sterilant applied over a decade ago has inhibited the growth of vegetation which stabilizes the slope. Absent this vegetation, annual erosion jeopardizes the slope's stability. Twice in recent years it has been hydroseeded, but the seeds did not take. The soil has been revitalized, erosion control measures installed, and the exposed soil seeded with appropriate vegetation.

In addition to assisting the Homeless Outreach Street Team and providing traffic control for numerous City events, Streets performed a variety of crack sealing and pothole filling quantified in the attached report.

### **The Collections Division**

The Collections crew replaced the inlet large, 50 square foot lid at the Beamer Underpass. The old lid's poor fit created vibrations that loosened the retaining bolts securing it in place. Streets assisted by filling a depression in the road surface that added to the vibrations.

Collections purchased a new piece of technology called Quicklock for spot repairs on sewer pipes. This allows an expandable module to be inserted upstream of a pipe failure. The module is placed in position then expanded to create a new pipe wall. This provides a method to repair sewer pipes without excavation.

### **The Fleet and Facilities Division**

Fleet replaced the old Faster asset management software with a less expensive, more functional RTA software package. In addition to tracking the status of vehicles, this software can interface with the new Samsara real time vehicle system monitoring software.

Fleet ordered a Ford Lightning electric F150 pick up for the Water Department in March 2024. Supply chain issues delayed delivery, but Fleet was ultimately successful in finding a new vendor with an anticipated delivery in Spring 2025.

Fleet completed the majority of all planned preventative vehicle maintenance work scheduled this year, allowing staff to address some larger deferred maintenance projects in addition to reactive repairs.

City Facilities, along with the Electrical Department, continue to convert conventional lighting fixtures to LED, providing higher quality light with lower maintenance and electrical costs.

Facilities staff discovered a stairwell drain with no outlet at the library. To keep the area from flooding, staff located the end of the pipe and constructed a dry well to accept the flow and facilitate percolation into the groundwater.

Facilities staff were busy with multiple roof repairs to prevent leaks at City facilities. Staff also engaged a contractor to install flashing on a southern wall at the WPD which was found to have been omitted during original construction and has been a source of leakage in the building.

Facilities staff assisted with the City Hall modernization improvements to the second-floor common space and offices.

Staff is working to update all facility HVAC assets in Cityworks, adding information into an equipment asset management tracking data set allowing staff to better track maintenance schedules and replacement intervals.

### **Water Pollution Control Facility**

Staff continue with preventative maintenance on plant components as prescribed by the City's discharge permit. In addition to replacing items with quantified service life, staff began replacing the plant's filter fabric on its mechanical filters.

The most recent earthquake damaged the settling skirt in one of the large clarifiers - a baffle made from corrugated fiberglass panels that forms an interior ring in the clarifier. Staff began the replacement process for damaged components. Staff is experienced in this repair, having repaired the other large clarifier settling skirt following the previous earthquake. The repair includes upgrading the connection points to reduce future damage.

Staff also assisted in the design of the headworks repairs. Many of the components in the plant are aging out. The headworks is losing redundancy in its pumping capacity (which was addressed earlier this year) and other components are also starting to fail. A consultant was brought on to develop a comprehensive masterplan for a plant overhaul.

### **Water Division**

The State mandated that water systems quantify and then reduce non-revenue water. Leaks are a primary source of non-revenue water, but non-revenue water can also be the result of maintenance flushing and under reading meters which is expected as meters age.

This reporting period Water discovered 2 large sources of non-revenue water usage, both through private Fire Service connections which are typically not metered.

At BioMass, a 10" meter was installed when it appeared there was flow through the fire backflow. Almost 9,000 gallons were recorded since the meter was installed in November 2024.

Flow was also suspected through the Walgreens warehouse 8" fire connection. Walgreens staff located a large leak and effected repairs which appear to have ended flow through the backflow.

Another State mandate is active leak detection. Water systems must proactively identify leaks in their distribution system. Staff investigated the various technologies available and scheduled demonstration trials with various manufacturers. As an alternative, staff developed a training program using the City's correlator, acoustic leak detection equipment. This not only builds skills for pinpointing where to dig when a leak occurs, but it allows crews to actively look for leaks that haven't surfaced in areas prone to leaks and breaks.



City staff completed the first year of the City's new backflow testing program. The program successfully simplified the administrative demands of the testing requirement while saving the City's businesses the cost of the test. Failure rates were much lower than expected.

California adopted a new Title 22 Cross Connection Control Policy in July 2024. This requires the City to assess every commercial property, multi-dwelling housing unit and school to determine the risk of cross connection contamination. There is also a requirement that all properties with fire systems have a backflow installed by 2034. Staff is working on a plan to address these requirements.

### **Administrative Group**

The Public Works Administrative Group continued to manage and oversee all budgeting requirements for the department. This includes the timely submission of financial reports, monitoring expenses, and ensuring all allocations are in line with City fiscal policies.

The Public Works Administrative Group is working on a new traffic information platform for the City website. This platform will provide real-time and projected updates on road closures due to weather events, scheduled right-of-way maintenance, and other infrastructure-related disruptions. The initiative aims to improve communication with residents, reduce traffic congestion, and provide timely information to ensure public safety during road closures or maintenance activities.

In addition to the technical and operational aspects of the work, the Administrative Group is instrumental in team building and fostering a positive workplace culture. They have organized team events and activities designed to strengthen relationships among staff and promote collaboration across divisions.

### **Conclusion:**

Staff recommends the City Council accept the Public Works Semiannual Status Report for the period of July 1, 2024 through December 31, 2024.

Prepared by: Courtney Morgan, Management Analyst

Reviewed by: Craig Locke, Public Works Director



Ken Hiatt  
City Manager

### **Attachments:**

1. 07.24-12.24 Semi-Annual Infographic Report

# PUBLIC WORKS SEMI-ANNUAL REPORT

JULY 1, 2024 - DECEMBER 31, 2024

INSPECTED OVER  
**136%**  
OF 2024 GOAL  
MET  
**33,000 FT**  
OF SEWER  
LATERALS

SEWER  
& STORM

REPAIRED OVER  
**174 FT**  
OF SEWER MAINLINE &  
LATERALS  
**100%**  
OF 2024 GOAL MET

CLEANED OVER  
**101,000 FT**  
(~19 MILES)  
OF SEWER LINES  
**87%**  
OF 2024 GOAL  
MET

**235** SERVICE REQUESTS  
**8** SERVICE TAPS  
**42** CLEAN OUTS INSTALLED  
**469** DRAIN INLETS CLEANED

CLEANED OVER  
**94,000 FT**  
OF STORM PIPE  
INSPECTED OVER  
**52,000 FT**  
OF STORM PIPE

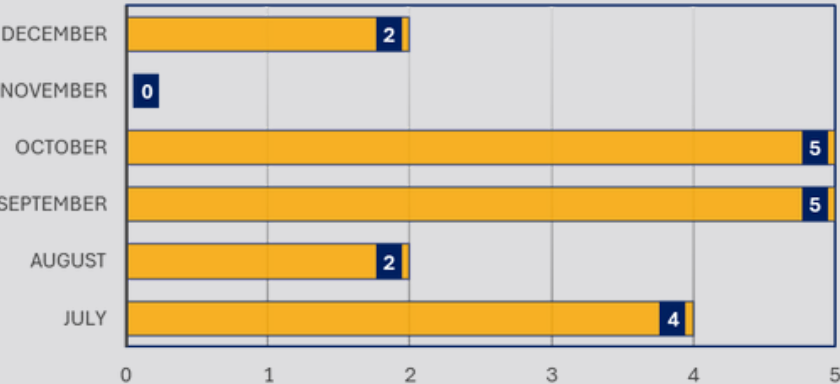
STREETS

SKIN-PATCHED  
**105,098 SQ FT**  
OF  
DAMAGED ASPHALT

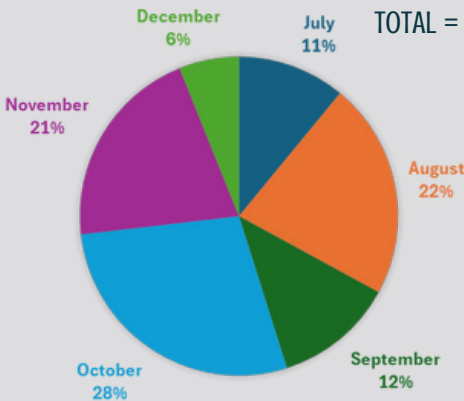
REPLACED  
**2,514 SQ FT**  
OF SIDEWALK TRIP HAZARDS

FLEET

STREETS TRAFFIC CONTROL FOR CITY-WIDE  
SPECIAL EVENTS



VEHICLE REPAIRS W/OUT SERVICE REQUEST



ADMIN

PROCESSED  
**~3,600**

INVOICES

ANSWERED  
**~2190**  
CUSTOMER  
CALLS

SUBMITTED  
**2,251**  
REQUESTS FOR  
SERVICE

FLEET SHOP PROCESSED  
**181** SERVICE REQUESTS  
AVERAGE OF **30/DAY**

# ACCIDENT CLAIMS/MONTH



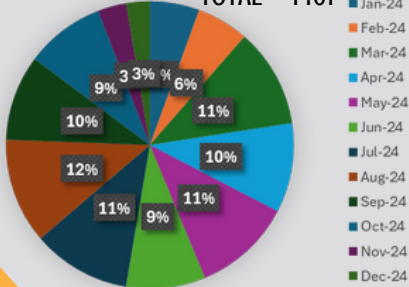
# PUBLIC WORKS SEMI-ANNUAL REPORT

JULY 1, 2024 - DECEMBER 31, 2024

## WATER DI & PR

# BACKFLOWS TESTED/MONTH

TOTAL = 1401



2,204  
(OF 9,000) VALVES  
EXERCISED/  
INSPECTED

ACHIEVED  
**108%**  
OF GOAL

## FACILITIES

RESPONDED TO

**246**

CALLS FOR  
SERVICE AT

CITY FACILITIES

PREPPED & PAINTED  
**521 (OF 2,512)**  
FIRE HYDRANTS

ACHIEVED **109%** OF GOAL

## WATER METERS

TESTED

**1,929**

REPLACED

**527**

REACHED  
**257%**  
OF GOALS

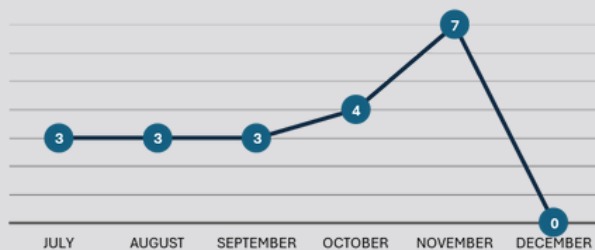
**151%**

## SIGNS & MARKINGS

### REPLACED

84 NAME SIGNS  
6 YIELD SIGNS  
2 ADVANCE STREET SIGNS  
3 STOP SIGNS  
34 STOP BARS

# OF KNOCKED DOWN STREET SIGNS  
REPAIRED/REPLACED PER MONTH



REPLACED **7** YELLOW CROSSWALKS

PERFORMED

**209**

BI-MONTHLY  
MAINTENANCE  
CHECKS

## ELECTRICAL

UPGRADED

**26**

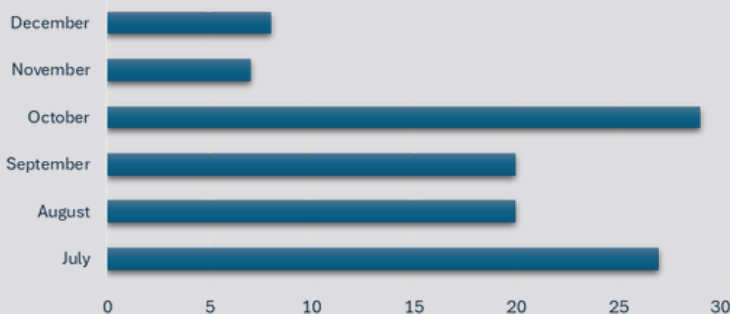
TRAFFIC  
SIGNAL  
UNITS

RETRO-  
FITTED

**120**

LIGHTS TO ENERGY  
EFFICIENT LEDS

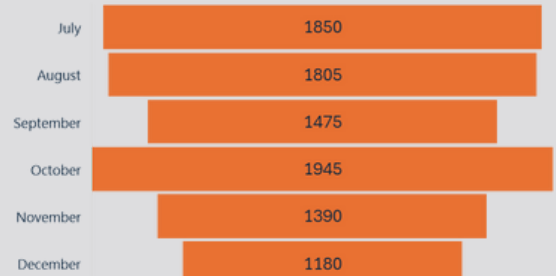
PRETREATMENT  
# OF INSPECTIONS/MONTH



## WASTE- WATER OPS

**725**  
MILLION  
GALLONS  
OF  
INFLUENT  
TREATED

# USA MARKINGS PER MONTH



DISCHARGED

**626**

MILLION GALLONS  
OF EFFLUENT

**70** MILLION GALLONS  
OF EFFLUENT  
DISTRIBUTED  
AS RECYCLED WATER



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.12  
SUBJECT: Landmark and Specimen Tree Designations at Woodland Cemetery and Campbell Park

**Recommendation for Action:** Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, designating 1) Canary island palms at Woodland Cemetery as Landmark Trees; 2) a grove of Italian stone pines at Campbell Park as Specimen Trees; and 3) a grove of bald cypress at Campbell Park as Specimen Trees.

**Staff Contact:**

Christine Ferrara, Community Services Director, (530) 661-2000,  
christine.ferrara@cityofwoodland.gov

**Fiscal Impact:**

This action would result in a minimal budget impact to purchase and install signs acknowledging the landmark and specimen tree designations. The existing Community Services Department budget would be able to cover these expenses.

**Background:**

The City of Woodland and its residents have a long history of protecting and celebrating trees. In the 1930's Woodland adopted the motto "City of Trees" to demonstrate support for the protection of native heritage oaks and to advocate for the planting of new trees throughout the city. In addition to adopting a Climate Action Plan and an Urban Forest Management Plan, the City Council adopted an amended Tree Ordinance in 2022 which includes a formal definition of a "landmark tree" and a "specimen tree".

Section 12.48 of the Woodland Municipal Code defines "landmark tree" as a tree or a stand of trees which is of historical, cultural, or public significance as designated by the City Council upon the recommendation of all of the following groups and/or commissions: 1) Parks and Recreation Commission, and 2) Urban Forestry Group. It further defines "specimen tree" as any tree of interest because of size or unusual species, other than a heritage tree, which is of good quality in terms of health, vigor or growth and conformity to generally accepted horticultural standards of shape for its species, as designated by the City Council upon the recommendation of both the Parks and Recreation Commission and the Urban Forestry Group.

**Landmark Trees** - these landmark trees were approved by City Council at various meetings in 2005, 2017, 2019, and 2020

*Valley Oak*

- 512 Gibson Road (Gibson House Yolo County Historical Museum)
- 625 Elm Street (Dingle Elementary School)
- 520 West Street (Lee Middle School)
- 525 Granada Street (Douglass Middle School)

- 810 Hollister Road (Beamer Park) - 2 trees
- 629 Cleveland Street - (City Park)

*Paradox Walnut*- 629 Cleveland Street (City Park)

*American Elm* - 420 Third Street

*London Plane* - 524 Third Street

*Cork Oak*

- 525 Beamer Street (Beamer Elementary School)
- 526 Marshall Avenue (Douglass Middle School)

*Canary Island Palm trees* - 250 First Street (Woodland Public Library)

**Specimen Trees** - these specimen trees were approved by City Council in 2020

*Interior Live Oak* - 750 W. Southwood Drive (Ferns Park)

*Gray Pine* - 750 W. Southwood Drive (Ferns Park)

*English Walnut* - 750 W. Southwood Drive (Ferns Park)

*Canary Island Pine* - 1001 Main Street (Freeman Park)

*Blue Atlas Cedar* - 1001 Main Street (Freeman Park)

Special recognition is given to residents David Wilkinson and Rolf Frankenbach for their roles over the years in nominating trees for landmark or specimen status and/or providing historical narratives for the trees.

### **Discussion:**

Resident and Woodland Tree Foundation Member David Wilkinson has nominated the following trees for "landmark tree" and "specimen tree" designations. The Woodland Urban Forestry Group supports these nominations. The Parks & Recreation Commission approved recommending these designations to City Council at their January 27, 2025 meeting.

### ***Canary Island Palm Trees located at Woodland Cemetery for Landmark Tree status***

There are a total of 44 Canary Island date palms, *Phoenix canariensis*, located in the historic Woodland Cemetery as follows (however, only 42 are being recommended for landmark tree designation as two are in poor health and will need to be removed):

- 15 palms planted linearly running east-west facing Cross Street
- 24 palms lining the north-south paved road in the interior of the Cemetery
- 1 palm located near the east side of this roadway
- 2 palms located west of this roadway

As stated in the nomination submittal these regal palms lend structure and elegance to their

landscapes and have been widely planted throughout California's temperate climate zones for much of its history. Additionally, as the name implies, this palm species is native to the Canary Islands, located off the northwest coast of Africa, where it is honored as the natural symbol of these islands. The nomination letter is provided as an attachment to this report for additional information.

### ***Grove of Italian Stone Pines located at Campbell Park to be designated as Specimen Trees***

There is a grove of thirteen Italian stone pines, *Pinus pinea*, that are located along Thomas Street at Campbell Park that are recommended to be designated as specimen trees. According to the nomination letter, this species is native to the Mediterranean region but has been planted worldwide in abundance in similar climates. Additionally, the species is known for the edible pine nuts it produces. The nomination letter is provided as an attachment to this report for additional information.

### ***Grove of Bald Cypress located at Campbell Park to be designated as Specimen Trees***

There are four bald cypress, *Taxodium distichum*, which form a small grove on the south side of Campbell Park. According to the nomination letter, these trees are sometimes referred to as "swamp cypress" because they are typically associated with the swamp lands of Louisiana where it is the official state tree. The nomination letter is provided as an attachment to this report for additional information.

The designation of these trees would result in the placement of signage at the trees for the public to be aware of the tree species and designation. While the trees technically have a greater protection with the designation, the designation does not preclude the City from maintaining the trees or removing them if needed due to their health or potential hazards to the public.

### **Conclusion:**

Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, designating 1) Canary Island palms at Woodland Cemetery as Landmark Trees; 2) a grove of Italian stone pines at Campbell Park as Specimen Trees; and 3) a grove of bald cypress at Campbell Park as Specimen Trees.

Prepared by: Christine Ferrara, Community Services Director



Ken Hiatt  
City Manager

### **Attachments:**

1. Proposed Resolution - Feb 2025 Landmark and Specimen Trees
2. Landmark Tree Nomination
3. Specimen Tree Nomination
4. Maps for Nominations

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO  
DESIGNATE 1) CANARY ISLAND PALMS AT WOODLAND CEMETERY AS  
LANDMARK TREES, 2) A GROVE OF ITALIAN STONE PINES AT CAMPBELL  
PARK AS SPECIMEN TREES, AND 3) A GROVE OF BALD CYPRESS AT  
CAMPBELL PARK AS SPECIMEN TREES**

**WHEREAS**, the Woodland Municipal Code section 12.48 sets forth procedures for designating trees in Woodland as Landmark Trees and Specimen Trees; and

**WHEREAS**, forty-two Canary Island palms at Woodland Cemetery are recommended to be designated as Landmark Trees with this recommendation supported by the Urban Forestry Group and the Woodland Parks & Recreation Commission; and

**WHEREAS**, a grove of thirteen Italian stone pines located at Campbell Park are recommended to be designated as Specimen Trees as supported by the Urban Forestry Group and the Woodland Parks & Recreation Commission; and

**WHEREAS**, four bald cypress which form a grove at Campbell Park are recommended to be designated as Specimen Trees supported by the Urban Forestry Group and the Woodland Parks & Recreation Commission.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Woodland hereby designates 1) Canary Island palms at Woodland Cemetery as Landmark Trees, 2) a grove of Italian stone pines at Campbell Park as Specimen Trees, and 3) a grove of bald cypress at Campbell Park as Specimen Trees.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 4<sup>th</sup> day of February 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah Lansburgh, CMC, City Clerk

\_\_\_\_\_  
Ethan Walsh, City Attorney

November 12, 2024

## **Nomination of Canary Island Palm Trees Located at Woodland Cemetery for Landmark Status**

Submitted By:

David Wilkinson  
745 First Street  
Woodland

I nominate the Canary Island date palms located at the Woodland Cemetery for landmark designation.

There are a total of 44 Canary Island date palms (*Phoenix canariensis*) located in the historic Woodland Cemetery as follows:

- 15 palms planted linearly running east-west facing Cross Street.
- 26 palms lining the north-south paved road in the interior of the Cemetery
- 1 palm located near the east side of this roadway
- 2 palms located west of this roadway; one of these palms is planted next to the gravestone of Richard H. Beamer, former Woodland mayor, who purchased the palm trees planted at the Woodland Public Library in 1904.

These regal palms lend structure and elegance to their landscapes and have been widely planted throughout California's temperate climate zones for much of its history. One famous planting is at Stanford University, which contains 600 Canary Island date palms that look right at home with the Mediterranean inspired architecture.<sup>i</sup> Some of Stanford's beloved Canary Island palms were planted as early as 1889. It is likely the cultivation of date palms at Stanford spread their popularity throughout northern California.

As the name implies, this palm species is native to the Canary Islands, located off the northwest coast of Africa, where it is honored as the natural symbol of these islands. It is related to the commercial date palm, *Phoenix dactylifera*. The fruit of the Canary Island date palm is edible, but does not have a pleasant taste. The Canary Island palm has sometimes been called the "pineapple palm" because when its lower crown is pruned, it gives the appearance of a pineapple.

### **Historical Context**

Judging from the height of the Canary Island palms at the Woodland Cemetery, they are quite old. The exact dates of their planting is a bit sketchy, but archival articles from the *Woodland Daily Democrat* verify dates of at least some of the palms.



The 1904 Woodland Arbor Day program, scheduled to be held at the Woodland Cemetery, was moved to indoors due to rainy weather. The February 25, 1904 *Daily Democrat* news article stated:

*All arrangements were originally perfected to be held at the cemetery, to be followed by the planting of palm trees on the north cemetery line...*

Presumably, the row of 15 Canary Island date palms, which today we see set back from Cross Street, was planted in 1904 when the weather improved.

In 1908 additional “date palms” were planted at the Woodland cemetery during the annual Arbor Day celebration. In a February 22, 1908 story in the *Daily Democrat* the Women’s Improvement Club, which organized Arbor Day, invited the community to the Opera House for the program, followed by a planting of “date palms” at the cemetery. The palms planted that day could have been the 26 palms lining the N-S roadway inside the cemetery.

Palm trees were popular and being promoted in California during the early part of the 20<sup>th</sup> century. At the 1905 Woodland Arbor Day exercises held at the Walnut Street School, the Women’s Improvement Club gave away 1,000 packets of palm tree seeds to attendees, many of whom were students. Attendees were asked to plant them or grow trees to be planted at future Arbor Day events. <sup>ii</sup>

Today we see Canary Island palms and California fan palms growing in yards throughout old town Woodland, representative of their popularity in the early 20<sup>th</sup> century landscape. There were stands of Canary Island palms planted near the historic Woodland train depot, two of which were transplanted in front of the State Theatre in 2017. There are Canary Island palms at the gateway to Downtown Woodland at Main/East streets. Woodland’s first Modernist house (1912) located at 555 College Street has several mature date palms in the landscape. The Canary Island palms planted in front of the Woodland Public Library in 1904 were previously designated Woodland historic landmarks.

Canary Island date palms can live for 200-300 years with proper care and avoidance of disease. Thus, the species we see in Woodland could remain a contributor to the historic landscape for several more generations. The palms at the cemetery are likely at least a century old.

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<sup>i</sup> <https://stanfordmag.org/contents/high-and-mighty>

<sup>iii</sup> *Woodland Daily Democrat*, February 25, 1905.

October 29, 2024

## **Nomination of Specimen Trees at Campbell Park**

Submitted By:

David Wilkinson  
745 First Street  
Woodland

### **Historical Context**

Campbell Park was named to honor Hannah B. Campbell (1880-1975). A bronze plaque dated 1967 is installed at the entrance to the park. Hannah Campbell lived a long, adventurous and meaningful life. She was married to Charles M. Campbell (1881-1975). Hannah was born in Wisconsin, the daughter of Norwegian immigrants. Charles was from Siskiyou County, California. The couple married in San Francisco in 1907. The Campbells moved around the world to far-flung (and chilly) countries where Charles was employed as a mining engineer in goldfields.

After living in Alaska they moved west to Siberia where Charles worked its gold mines. During the upheaval of the Russian Revolution in 1917 followed by WWI, Russian parents in Petrograd sent thousands of children to rural Siberia in the lower Ural Mountains area with teacher-supervisors for summer holidays in so-called “children’s colonies” where food was more plentiful and the natural landscapes were relatively safe. As the summer of 1918 waned, civil war fighting in the area of the children’s colony disrupted food supplies and the weather turned cold. It became impossible for the children to return home because of broken railroad lines, warfare, and general chaos. 800 children were stranded.

American Red Cross volunteers, which included Hannah Campbell who was living in Russia at the time, intervened to aid the children. Campbell and other Red Cross workers reached the children and arranged to have them transported by train in dangerous situations to the Pacific port city Vladivostok where America had stationed soldiers. Campbell and other Red Cross workers managed to find and furnish barracks for the children in Vladivostok and arrange study, music and recreation programs. <sup>i</sup>

Because of the disruption of the Russian civil war, there was no way to return the children by railroad back to Petrograd. Instead, the American Red Cross arranged to charter a Japanese ship, equipped for the 800 children, to transport them back the other direction, with stops in San Francisco, New York, and Paris. It took two years, but the children finally made it home in 1920 and were united with their parents after circumnavigating the globe by ship under the care of the Red Cross. <sup>ii</sup>

Charles and Hannah moved from Russian to Shanghai around 1920 where Charles became a YMCA official, then worked for Otis Elevator. Hannah continued International Red Cross activities.

The Campbells eventually settled in Woodland in 1940 at a time when war tore apart China. A cousin, Frank Morris, ran a Main Street soda fountain, which Hannah took over after Frank was drafted. The soda fountain became known as “Ma’s Place” and Hannah’s endearing and enduring sobriquet became “Ma” Campbell. In the 1950s Charles ran a nursery business Hannah later worked as a secretary. Hannah was very active in civic affairs, serving on the city council from 1947-1951, which was a rarity for a woman during this era. In 1951 she helped plant a tree at Beamer Park when the Woodland Chamber of Commerce kicked off its seasonal tree planting program. <sup>iii</sup>

Hannah chose not to run for a second term on the city council, but switched her interest to education. She was elected to the Woodland School Board serving in the 1950s. Hannah was also active in the Community Chest charitable programs during this time, among other civic activities. Hannah and Charles died within days of each other in 1975. She was 94 and he was 95. Hannah was quite elderly when the City named a new park in her honor in 1967. The park was not finished at that time, but presumably opened shortly thereafter.

Some of the trees planted at Campbell Park are likely as old as the mid-20<sup>th</sup> century park and have reached maturity. Several of these species casting filtered shade and lacey shadows are uncommon Woodland trees. It is likely that the trees I am nominating as specimen trees were selected by Alvin L. Hiatt (1919-2010) who was the Public Works Director and “tree czar” during his tenure from 1956-1983. Al Hiatt loved trees and continually experimented with different species, eliminating those trees which were high maintenance, attracted pests, or wrecked sidewalks. Campbell Park provided a proving ground for Hiatt to experiment with trees unsuitable for planting along city streets. When I interviewed Al Hiatt at his home in 2006 he presented me with 33 species of trees he experimented with written on graph paper. Some made his final cut; others did not.

Al Hiatt would be pleased to know that these tree specimens I am nominating for public recognition and educational purposes are fixtures at Campbell Park, shaping the unique character and landscape of this public space. The longevity of these trees transcend generations of soccer players, walkers, bike riders, and the array of birds and wildlife to be found at Campbell Park, now 57 years old, today and into the future.

### **Grove of Italian Stone Pines**

There is a shady grove of 13 Italian stone pines *Pinus pinea* that welcome people to Campbell Park along Thomas Street and provide shade for a children’s play structure. Sometimes called the “umbrella pine” because of the shape of its crown at maturity, the species is native to the Mediterranean region, but has been planted worldwide in abundance in similar climates. This species has been prized for millennia for the edible pine nut it produces. The tasty nuts take 36

months for the cones to mature, the longest of any pine. The average height of the tree is 40-60 feet with a spread of 25-40 feet. Historically, this pine species has been associated with the Roman Empire, the Ottoman Empire, the Italian Renaissance, and in more recent times has become a prized landscape tree in California, South Africa, and Australia. With proper care, Italian Stone Pines can live for at least a century.

### **Grove of Bald Cypress**

The four bald cypress *Taxodium distichum*, which form a small, shady grove on the southern side of Campbell Park, are sometimes called “swamp cypress” because they are typically associated with the swamp lands of Louisiana, where it is the official state tree. This American tree is distributed over a wide range, however, from New Jersey south to Texas. The species is very adaptable to a wide range of landscapes. It can grow in a diversity of soils, preferring a moist environment, but tolerates dryer landscapes.

The bald cypress is renowned for its longevity, with some specimens living well past 1,000 years. The species can reach heights of 100 feet with a trunk diameter of 3-7 feet. Bald cypress heartwood is prized for its rot-resistant properties and used extensively in the woodworking industry. Both male and female cones are produced annually on individual trees. The seeds mature in October. Squirrels enjoy bald cypress seeds.

The trunk of the bald cypress is massive, tapered, and wider at the lower part of the tree. The species has the appearance of being evergreen, but loses its needle-like leaves in the fall after turning color. Small cones are produced in spring and generate seeds in autumn. The tree’s unusual name is a mystery. This graceful, beautiful tree deserves to be seen in more Woodland parks.

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<sup>i</sup> <https://jsis.washington.edu/ellisoncenter/news/a-story-of-hope-and-compassion-for-todays-divided-world-how-a-century-ago-two-seattleites-saved-800-russian-children/>

<sup>ii</sup> <https://www.redcross.org/about-us/news-and-events/news/2021/red-cross-volunteers-rescue-hundreds-of-russian-children-in-wwi.html>

<sup>iii</sup> *Woodland Daily Democrat*, March 12, 1951

**42 Canary Island Palms**  
**WOODLAND CEMETERY**  
**800 West Street**





**13 Stone Pines**  
**CAMPBELL PARK**  
**701 Thomas Street**



**4 Bald Cypress**  
**CAMPBELL PARK**  
**701 Thomas Street**







TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.13  
SUBJECT: Award Construction Contract for 2025 Road Maintenance Project, CIP 25-02

**Recommendation for Action:** Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, 1) Approving a construction contract for the 2025 Road Maintenance Project, CIP 25-02 (Project); awarding the construction contract in the amount of \$1,108,407.50 to JV Lucas Paving, Inc.; authorizing a contract contingency up to 15% (\$166,261.13); and authorizing the City Manager to execute the construction contract and change orders; and 2) Approving a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$208,330.00; authorizing a contract contingency up to 15% (\$31,249.50); and authorizing the City Manager to execute the agreement and amendments.

**Staff Contact:**

Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, [diana.ayon@cityofwoodland.gov](mailto:diana.ayon@cityofwoodland.gov)

**Fiscal Impact:**

The project is identified in the current Capital Budget as CIP 25-02 with a total budget of \$3,185,000. The project funding is comprised of \$3,135,000 in Measure F funding, and \$50,000 in Water Enterprise Funds to fund improvements associated with water utility conflicts. This project funding is consistent with the current approved Capital Budget and the Measure F Spending 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 including pavement maintenance.

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

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

To increase cost efficiency and minimize public inconvenience, pavement maintenance for local/residential streets has historically been completed in discrete 'zones' of the city. Geographically bounding projects reduces the cost for construction and traffic control; it also increases the effectiveness of management and inspection. Over 14 years, the City completed pavement maintenance projects in all of the 14 designated zones. With road maintenance having been completed on local roads in all 14 designated zones, the program has shifted focus over the last few years to addressing collector streets in need of preventative maintenance services, including the 2025 Road Maintenance Project.



This project includes pavement maintenance and improvements on the following corridors:

- Third St (Main St to Gibson Road) – 2” Grind & Overlay
- Third St (Main St to Gibson Road) – ADA Improvements
- Granada Drive (Viento Lane to Second St) – ADA Improvements
- Hays and Second St Intersection – ADA Improvements

The streets identified for treatment above were chosen because they are at an age and condition which is prime for pavement surface work to preserve their condition and prevent the need for full reconstruction.

**Discussion:**

On December 17, 2024, Council approved plans and specifications for the project. On January 22, 2025, the City received twelve bids for construction of the project.

Staff performed due diligence in reviewing the bids and the bids complied with the technical submittal requirements. The City received the following bids:

|    | <b>Bidder Name</b>                         | <b>Base Bid Amount</b> |
|----|--------------------------------------------|------------------------|
| 1  | JV Lucas Paving, Inc.                      | \$1,108,407.50         |
| 2  | All Phase Construction & Engineering, Inc. | \$1,129,852.31*        |
| 3  | Rapid Grading Services                     | \$1,163,000.00         |
| 4  | Argonaut Constructors, Inc.                | \$1,166,307.32         |
| 5  | Dutch Contracting, Inc.                    | \$1,312,815.64         |
| 6  | Ghilotti Brothers, Inc.                    | \$1,315,346.45*        |
| 7  | Team Ghilotti, Inc.                        | \$1,317,141.00         |
| 8  | Lister Construction, Inc.                  | \$1,377,827.96         |
| 9  | All American Construction, Inc.            | \$1,403,914.25         |
| 10 | B&M Civil LLC                              | \$1,408,141.00*        |
| 11 | R&R Pacific Construction                   | \$1,480,625.00*        |
| 12 | Granite Construction Company               | \$1,534,614.20*        |

\*Bid amounts adjusted due to minor tabulation errors

JV Lucas Paving, Inc. has been determined to be the lowest responsible, responsive bidder. Staff requests that Council award the construction contract in the amount of \$1,108,407.50.

To provide adequate construction management and specialized inspection and testing services for the project, staff is requesting that the Council approve a consultant services agreement with Associated Engineering Consultants, Inc. (AEC) in the amount of \$208,330.00. AEC is on the City's construction management and inspection services on-call list to be called upon on an as-needed basis. The on-call list was selected in September 2018 as part of a Request for Qualifications (RFQ)

for construction management and inspection services. AEC has managed similar City pavement maintenance construction projects.

Staff is requesting that the Council approve a contingency up to 15% on both the construction and consultant contracts to account for the work and inspection associated with unforeseen conditions with the project. This contingency percentage for both contracts is based on staff's experience with similar roadway projects.

Staff anticipates construction starting in spring 2025 with completion by late summer 2025.

**Conclusion:**

Staff recommends the City Council adopt Resolution No. \_\_\_\_\_, 1) Approving a construction contract for the 2025 Road Maintenance Project, CIP 25-02 (Project); awarding the construction contract in the amount of \$1,108,407.50 to JV Lucas Paving, Inc.; authorizing a contract contingency up to 15% (\$166,261.13); and authorizing the City Manager to execute the construction contract and change orders; and 2) Approving a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$208,330.00; authorizing a contract contingency up to 15% (\$31,249.50); and authorizing the City Manager to execute the agreement and amendments.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

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



Ken Hiatt  
City Manager

**Attachments:**

1. Proposed Resolution - Award Construction Contract, CIP 25-02
2. Project Map

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT  
FOR THE 2025 ROAD MAINTENANCE PROJECT, CIP 25-02**

**WHEREAS**, the City of Woodland has \$3,185,000 of Measure F and Water Enterprise funds identified in the Capital Budget to maintain and extend the life of Woodland's street network, referred to as the 2025 Road Maintenance Project, CIP 25-02 (the "Project"); and

**WHEREAS**, the City Council approved the plans and specifications and authorized bid advertisement on December 17, 2024; and

**WHEREAS**, the City received twelve bids on January 22, 2025, and of the twelve received bids, the lowest responsive, responsible bidder was JV Lucas Paving, Inc. as determined by their base bid amount of \$1,108,407.50; and

**WHEREAS**, the City wishes to award the construction contract to JV Lucas Paving, Inc. in the amount of \$1,108,407.50 and authorize a contingency up to 15% (\$166,261.13); and

**WHEREAS**, the City desires to have the construction management, inspection and testing performed by an experienced consultant that has managed similar pavement maintenance projects for the City; and

**WHEREAS**, the City wishes to approve the consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$208,330.00 and authorize contingency up to 15% (\$31,249.50); and

**WHEREAS**, the City Council wishes to approve the above mentioned contracts and authorize their execution through the adoption of this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

**SECTION 1.** The City Council hereby approves the construction contract with JV Lucas Paving, Inc. in the amount of \$1,108,407.50. The City Manager is hereby authorized and directed to execute the contract and change orders up to 15% (\$166,261.13) of the original contract amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

**SECTION 2.** The City Council hereby approves the consultant services agreement with Associated Engineering Consultants, Inc. in the amount of \$208,330.00. The City Manager is hereby authorized and directed to execute the contract and change orders up to 15% (\$31,249.50) of the original contract amount, subject to City Attorney approval. The City Attorney is hereby

authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

**SECTION 3.** Copies of the Construction Contract and Consultant Agreement for Construction Management and Inspection Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

**PASSED, APPROVED AND, ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 4<sup>th</sup> day of February 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Rich Lansburgh, Mayor

ATTEST:

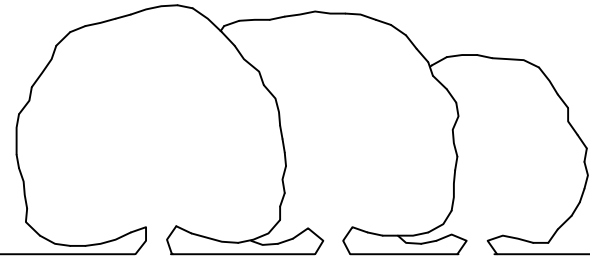
APPROVED AS TO FORM:

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Sarah Lansburgh, CMC, City Clerk

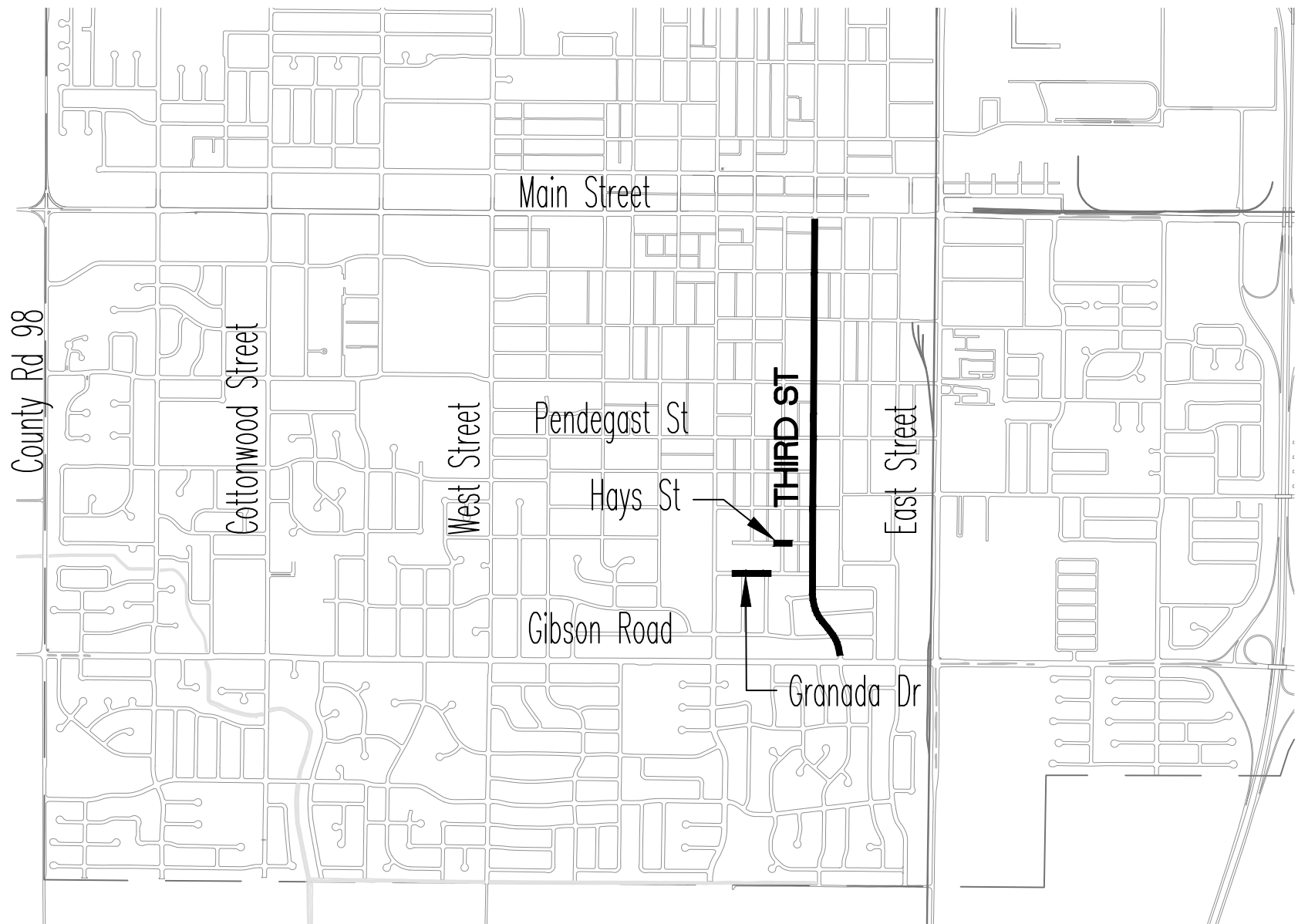
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Ethan Walsh, City Attorney



# CITY OF WOODLAND

2025 ROAD MAINTENANCE PROJECT CIP#25-02



## PROJECT MAP

 PROJECT LOCATION





TO: THE MEMBERS OF THE PLANNING COMMISSION  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: I.14  
SUBJECT: Waiver of Second Reading and Adoption of Ordinance No. \_\_\_\_\_, Amending Section 17.84.030 of the Woodland Municipal Code

**Recommendation for Action:** Staff recommends the City Council waive the second reading and adopt Ordinance No. \_\_\_\_\_, amending Section 17.84.030 of the Woodland Municipal Code regarding Accessory Dwelling Units.

**Staff Contact:**

Erika Bumgardner, (530) 661-5886, [erika.bumgardner@cityofwoodland.gov](mailto:erika.bumgardner@cityofwoodland.gov)

**Background:**

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amended various sections of the Government Code to impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). In 2024, the California Legislature approved, and the Governor signed into law, two new bills — AB 2533 and SB 1211 — that further amend state ADU law as summarized below.

**AB 2533 – Unpermitted ADUs and JADUs**

Subject to limited exceptions, existing state law prohibits a city from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU not complying with applicable building, state, or local ADU standards. One exception allows a city to deny a permit to legalize if the city makes a written finding that correcting the violation is necessary to protect the health and safety of the public or the occupants of the structure.

AB 2533 changes this by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction-cutoff date from January 1, 2018, to January 1, 2020; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings) (See amended Gov. Code, § 66332(a)–(f)).

**SB 1211 – Replacement Parking Requirements; Multifamily ADUs**

***Replacement Parking***

Existing state law prohibits the City from requiring off-street parking spaces to be replaced when a garage, carport, or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU.

SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU. (See amended Gov. Code, § 66314(d)(11)).

***Multifamily ADUs***

SB 1211 further defines *livable space* in connection with converted ADUs inside a multifamily

dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within “portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages ....” The term “livable space” is not defined by existing state ADU law.

SB 1211 changes this by adding a new definition: “Livable space’ means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.” (See amended Gov. Code, § 66313(e)).

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or proposed multifamily dwelling to have up to two detached ADUs.

Under SB 1211, a lot with an *existing* multifamily dwelling can have up to eight detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot, whichever is less. (See amended Gov. Code, § 66323(a)(4)(A)(ii)). SB 1211 does not alter the number of ADUs that a lot with a *proposed* multifamily dwelling can have — the limit remains at two. (See amended Gov. Code, § 66323(a)(4)).

### **Discussion:**

Both AB 2533 and SB 1211 take effect January 1, 2025. To remain valid, the City’s ADU ordinance must comply with requirements imposed by AB 2533 and SB 1211. Adopting the proposed ordinance (Attachment 2) ensures that the City’s ADU ordinance will be valid under AB 2533 and SB 1211. For these reasons, staff is recommending that the City Council adopt the proposed ordinance (Attachments 1 and 2).

At its January 21, 2024 meeting, the City Council introduced and waived the first reading of an Ordinance amending Section 17.84.030 of the Woodland Municipal Code pertaining to the above noted ADU updates and amended state requirements.

### **Environmental Review:**

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

### **Conclusion:**

Staff recommends the City Council waive the second reading and adopt Ordinance No. \_\_\_\_\_, amending Section 17.84.030 of the Woodland Municipal Code regarding Accessory Dwelling Units.

Prepared by: Amanda Portier, Marketing & Business Relations Specialist

Reviewed by: Erika Bumgardner, Deputy Community Development Director



Ken Hiatt  
City Manager

### **Attachments:**

1. Proposed Ordinance - Amend Section 17.84.030 ADUs WMC
2. Exhibit A-1 Proposed Amended ADU Regulations (Redline)



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 17.84.030 OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17**

**WHEREAS**, the City of Woodland, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

**WHEREAS**, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

**WHEREAS**, in 2024, the California Legislature approved, and the Governor signed into law, Assembly Bill 2533 (“AB 2533”) and Senate Bill 1211 (“SB 1211”), which further amend state ADU law; and

**WHEREAS**, AB 2533 and SB 1211 take effect on January 1, 2025, and for the City’s ADU ordinance to remain valid, it must be amended to reflect the requirements of AB 2533 and SB 1211; and

**WHEREAS**, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect AB 2533’s and SB 1211’s changes to state law; and

**WHEREAS**, on December 19, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

**WHEREAS**, on January 21, 2025, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City’s Planning Commission; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

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

**SECTION 1. Incorporation.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2. California Environmental Quality Act (CEQA).** Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 66313. Therefore, adoption of the Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

**SECTION 3. General Plan.** The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

**SECTION 4. Code Amendment.** Section 17.84.030 of the Woodland Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit “A-1,” attached hereto and incorporated herein by reference.

**SECTION 5. Effective Date.** This Ordinance takes effect 30 days after its adoption.

**SECTION 6. HCD Submittal.** In accordance with Government Code section 66326, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

**SECTION 7. Publication.** The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

**SECTION 8. Custodian of Records.** The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 300 First Street, Woodland, CA.

**SECTION 9. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

**INTRODUCED** at a regular meeting of the City Council of the City of Woodland, California on the 21<sup>st</sup> day of January 2025, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah Lansburgh, CMC, City Clerk

\_\_\_\_\_  
Ethan Walsh, City Attorney

**EXHIBIT A-1**

**Amended ADU Regulations**

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**17.84.030 Accessory Dwelling Units**

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- A. **Purpose.** The purpose of this Section is to provide reasonable regulations for the development of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in certain areas and on lots developed or proposed to be developed with single-family residential dwellings, duplexes, and multiple-family units. Such accessory dwelling units contribute needed housing to the community's housing stock and promote housing opportunities for the persons wishing to reside in the City. In addition, the regulations in this Section are intended to promote the goals and policies of the City's General Plan and comply with requirements codified in the State Planning and Zoning Law related to accessory dwelling units in residential areas, including California Government Code § 65852.2 and § 65852.22.
- B. **Effect of Conforming Accessory Dwelling Unit.** An accessory dwelling unit that conforms to this Section shall:
1. Be deemed an accessory use and shall not be considered to exceed the allowable density for the lot upon which it is located;
  2. Be deemed a residential use that is consistent with the General Plan and the zoning designations for the lot on which the ADU or JADU is located;
  3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth;
  4. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service; and
  5. Not be required to correct a nonconforming zoning condition, as defined in Subsection 17.84.030.C.6, Definitions, below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code § 17980.12.
- C. **Definitions.**
1. "Accessory dwelling unit (ADU)" means a residential dwelling unit that is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages and that provides independent living facilities for one or more persons. An accessory dwelling unit also includes:
    - a. An efficiency unit, as defined in California Health and Safety Code § 17958.1; and
    - b. A manufactured home, as defined in California Health and Safety Code § 18007.
  2. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
  3. "Efficiency kitchen" means a kitchen that includes each of the following:

- a. A cooking facility with appliances.
    - i. A food preparation counter or counters that are of reasonable size in relation to the size of the junior accessory dwelling unit; and
    - ii. Food storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
  - 4. "Junior accessory dwelling unit" or "JADU" means a residential unit that satisfies all of the following:
    - a. Is no more than 500 square feet in size;
    - b. Is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure;
    - c. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure;
    - d. If the unit does not include its own separate bathroom, then it shall contain an interior entrance to the main living area of the existing or proposed single-family structure to allow bathroom access from the main house, in addition to an exterior entrance that is separate from the main entrance to the primary dwelling; and
    - e. Includes an efficiency kitchen, as defined in Subsection 17.84.030.C.3, Definitions.
  - 5. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
  - 6. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
  - 7. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
  - 8. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
  - 9. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
  - ~~10.~~ "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
  - ~~10.11.~~ "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- D. **Locations Permitted.** Accessory dwelling units and junior accessory dwelling units are permitted in all zones that allow for any single-family or multifamily residential use, including the corridor mixed use districts if they allow for any residential use.

- E. **Approvals.** Before constructing an ADU or converting an existing structure or portion of an existing structure or residence to an ADU or JADU, the applicant shall obtain permits in accordance with the requirements of this Section.
1. All ADUs and JADUs shall satisfy the requirements of the California Building Standards Code, as amended by the City, and any other applicable laws.
  2. **Building Permit Only Approval.** An applicant shall not be required to submit an application for an ADU Permit under Subsection 17.84.030.E.3, ADU Permit Review, and may instead seek Building Permit (see Section 17.100.130, Building Permit) only approval for an ADU or JADU, or both, where the proposal satisfies the requirements of California Government Code § 65852.2, as the same may be amended from time to time, the California Building Standards Code, as amended by the City, and any other applicable laws. The following are categories of ADUs and JADUs that shall be approved under this Subsection 17.84.030.E.2, Building Permit Only Approval:
    - a. *Converted Space or Structure on Single-Family Lot.* Only one ADU as described in this Subsection 17.84.030.E.2.a, Converted Space or Structure on Single-Family Lot, and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
      - i. Is either within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress;
      - ii. Has exterior access that is independent of that for the single-family dwelling;
      - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
      - iv. The JADU complies with the requirements of California Government Code § 65852.22.
    - b. *Limited Detached on Single-Family Lot.* One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under Subsection 17.84.030.E.2.a, Converted Space or Structure on Single-Family Lot, above, if the detached ADU satisfies the following limitations):
      - i. The side- and rear-yard setbacks are at least four feet.
      - ii. The total floor area is 800 square feet or smaller.
      - iii. The peak height above grade does not exceed the applicable height limit provided in Subsection 17.84.030.F.2, Height, below.
    - c. *Converted on Multifamily Lot.* One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including,

but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages:

- i. If each converted, ADU complies with state building standards for dwellings.
- ii. At least one converted ADU is allowed within an existing multifamily dwelling structure, but the number of ADUs created under this Subsection 17.84.030.E.2.c, Converted on Multifamily Lot, may not exceed 25 percent of the existing multifamily dwelling units.
- d. *Limited Detached on Multifamily Lot.* No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:
  - i. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
  - ii. The total floor area is 800 square feet or smaller.
  - iii. The peak height above grade does not exceed the applicable height limit provided in Subsection 17.84.030.F.2, Height.
  - ~~iii.~~iv. If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

3. ***ADU Permit Review.***

- a. The Director or designee shall administratively (ministerially) review and approve an ADU permit application filed pursuant to Subsection 17.84.030.E.5, Application Requirements and shall not require a public hearing, provided that the submitted application is complete and that the ADU complies with the requirements contained in that Section and any other applicable law.
- b. Except as allowed under Subsection 17.84.030.E.2, Building Permit Only Approval, no ADU may be created without a Building Permit (see Section 17.100.130, Building Permit) and an ADU permit in compliance with the standards set forth in Subsections 17.84.030.F, General ADU and JADU Requirements, and 17.84.030.G, Specific ADU and JADU Requirements.
- c. Discretionary review for an ADU permit application is required as a result of non-compliance with standards set forth in Subsections 17.84.030.F, General ADU and JADU Requirements, and 17.84.030.G, Specific ADU and JADU Requirements, shall be subject to the review requirements in Subsection 17.84.030.E.7, Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.

4. ***ADU Permit Application Process and Timing.***



- a. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not acted upon the completed application within 60 days, the application shall be deemed approved unless the following:
  - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or
  - ii. If the permit application to create an ADU or JADU is submitted with an application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- b. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all defective or deficient items and a description of how the application may be remedied by the applicant. Notice of denial and corresponding comments must be provided to the applicant within the 60-day time period established by Subsection 17.84.030.E.4.a.
- c. A permit to demolish a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

5. ***Application Requirements.***

- a. Applications for an accessory dwelling unit permit shall be made in writing by the property owner or his or her authorized agent, on forms provided by the Community Development Department, and accompanied by such data and information as may be necessary to fully describe the request including:
  - i. Name and address of the applicant.
  - ii. Owner-Builder Acknowledgment and Information Verification Form.
  - iii. Assessor's parcel number(s) of the property.
  - iv. Plot Plan (drawn to scale) in sufficient detail to clearly describe:
    - a. Physical dimensions of the property.
    - b. Location and dimensions of all existing and proposed structures, walls, and fences.
    - c. Location and dimensions of all existing and proposed easements, drainage structures, and utilities.
    - d. Location, dimensions, and names of all adjacent roads, whether public or private.
    - e. Setbacks.

- f. Existing and proposed methods of circulation, including ingress and egress, driveways, parking areas, and parking structures.
      - g. A narrative description of architectural treatments proposed for the ADU.
    - v. *Floor Plans.* Complete floor plans of both existing and proposed conditions shall be provided. Each room shall be dimensioned and resulting floor area calculation included. The use of each room shall be labeled. The size and location of all doors, closets, walls, and cooking facilities shall be clearly depicted. For an attached ADU, the plans must include the primary dwelling as well.
    - vi. Elevations of all sides of the exterior structure and show all exterior structures, all architectural projections, and all openings for both the primary residence and the proposed ADU including building dimensions, and material call outs.
    - vii. A color and materials sample board as requested by the Director.
    - viii. Color photographs of the exterior of the primary residence as requested by the Director.
    - ix. *Construction Management Plan.* Construction hours and staging to minimize impacts on surrounding residential properties, as requested by the Director.
  - b. The filing and review fee shall be as prescribed by City Council resolution or ordinance. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance.
6. ***ADUs and Discretionary Approval.***
- a. Any proposed ADU or JADU that does not conform to the objective standards set forth in Subsections 17.84.030.F, General ADU and JADU Requirements, and 17.84.030.G, Specific ADU and JADU Requirements, may be allowed by the City with a Zoning Administrator Permit in accordance with Section 17.100.090, Zoning Administrator Permit and Subsection 17.92.020.D, Zoning Administrator. If required, a noticed public hearing shall be held in accordance with Section 17.96.080, Public Notice and Section 17.96.090, Conduct of Public Hearing.
    - i. Applies to ADUs over 1,000 square feet and/or three bedrooms.
    - ii. The maximum size of an ADU subject to this Subsection 17.84.030.E.6, ADUs and Discretionary Approval is 1,200 square feet, or three bedrooms.

- b. *Findings.* Before approval of the Zoning Administrator Permit (see Section 17.100.090, Zoning Administrator Permit) granting the exception, the Zoning Administrator shall find that:
  - i. The exterior design of the accessory dwelling unit is in harmony with, and maintains the scale of, the neighborhood;
  - ii. If an exception to parking requirements is requested, the exception will not result in excessive parking congestion;
  - iii. The site plan provides adequate open space usable and useful for both the accessory dwelling unit and the primary residence;
  - iv. Where applicable, open space and landscaping provides for privacy and screening of adjacent properties;
  - v. The location and design of the accessory unit maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, noise, light air, solar access, or parking of adjacent properties; and
  - vi. Windows that impact the privacy of the neighboring side or rear yard have been minimized. Major windows, access stairs, entry doors and decks are generally limited to the walls facing the primary residence or the alley, if applicable.

7. ***Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.***

- a. The City will not deny an ADU or JADU application due to a nonconforming zoning condition, Building Code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- b. *Unpermitted ADUs and JADUs Constructed Before 20202018.*
  - i. *Permit to Legalize.* As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 20202018, if denial is based on either of the following grounds:
    - a) The ADU or JADU violates applicable building standards; or
    - b) The ADU or JADU does not comply with the state ADU or JADU law (California Government Code § 65852.2) or this Section.
  - ii. *Exceptions.*
    - a) Notwithstanding Subsection 17.84.030.E.7.b.i, Permit to Legalize, the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 20202018, if the City makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety

~~Code § 17920.3, protect the health and safety of the public or of occupants of the structure.~~

- b) Subsection 17.84.030.E.7.b.i, Permit to Legalize does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code § 17920.3.

F. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under Subsection 17.84.030.E.2, Building Permit Only Approval, or Subsection 17.84.030.E.3, ADU Permit Review:

1. ***Zoning.***

- a. An ADU or JADU subject only to a Building Permit under Subsection 17.84.030.E.2, Building Permit Only Approval may be created on a lot in a Residential or Mixed-Use zone.
- b. An ADU or JADU subject to an ADU permit under Subsection 17.84.030.E.3, Height may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

2. ***Height.***

- a. Except as otherwise provided by Subsection 17.84.030.F.2.b, a detached ADU created on a lot with an existing or proposed single-family or multifamily dwelling unit may not exceed 16 feet in height.
- b. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- c. An ADU that is attached to the primary dwelling may occupy any level of the primary dwelling unit if it is designed as an integral part of the primary dwelling and a separate ingress and egress is provided. A height of 25 feet or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower shall apply to an ADU attached to a primary dwelling. Notwithstanding the foregoing, ADUs subject to this Subsection 17.84.030.F.2.c, may not exceed two stories.
- d. An ADU above a detached structure located contiguous to an alley may be up to 25 feet in height.
- e. For purposes of this Subsection 17.84.030.F.2, Height, height is measured above existing legal grade to the peak of the structure.

3. ***Fire Sprinklers.***

- a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
- b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

4. **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
5. **No Separate Conveyance.** An ADU or JADU may be rented, except as otherwise provided in Government Code § 65852.26, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
6. **Owner Occupancy.**
  - a. ADUs are not subject to owner occupancy requirements.
  - b. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
7. **Building and Construction.**
  - a. All ADUs and JADUs must comply with all local Building Code requirements.
  - b. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
  - c. *No Change of Occupancy.* Construction of an ADU does not constitute a Group R occupancy change under the local Building Code, as described in the California Building Code § 310, unless the Building Official or Code Enforcement Division makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this Subsection prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this Section.
8. **Deed Restriction.** Prior to issuance of a Building Permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
  - a. Except as otherwise provided in Government Code § 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
  - b. The ADU or JADU is restricted to the approved size and to other attributes and applicable ADU and JADU requirements and standards.
  - c. The deed restriction runs with the land and may be enforced against future property owners.
  - d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the

deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

- e. The deed restriction is enforceable by the Director or designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

- 9. ***Income Reporting.*** In order to facilitate the City's obligation to identify adequate sites for housing in accordance with Government Code § 65583.1 and § 65852.2, the following requirements must be satisfied:

- a. With the Building Permit application, the applicant must provide the City with an estimate of the projected annualized rent that will be charged for the ADU or JADU. See Section 17.100.130, Building Permit.
- b. By January 30 of each year after initial Building Permit issuance, the owner shall report the actual rent charged for the ADU or JADU during the prior year. If the City does not receive the report within the 90-day period, the City shall send a request for information to the owner.

- G. **Specific ADU and JADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under Subsection 17.84.030.E.3, ADU Permit Review.

- 1. ***Maximum Size.***

- a. The maximum size of a detached or attached ADU subject to this Subsection 17.84.030.G.1, Maximum Size is 1,000 square feet. No more than two bedrooms are allowed.
  - i. An ADU over 1000 square feet or three bedrooms shall be subject to Zoning Administrator review as provided in Subsection 17.84.030.E.6, ADUs and Discretionary Approval.
  - ii. No ADU shall exceed 1,200 square feet per Subsection 17.84.030.E.6.a.ii.
- b. An attached ADU that is created on a lot with an existing primary dwelling shall not exceed 50 percent of the existing floor area of the primary dwelling.
- c. Exception. Application of other development standards such as size based on a percentage of the proposed or existing primary dwelling, FAR, lot coverage,

front setbacks, minimum lot size, or open-space requirements for an attached or detached ADU may not require the ADU to be less than 800 square feet.

2. **Parking—General Requirement.** Accessory dwelling units must meet the following parking standards.
  - a. One off-street parking space is required for an ADU that is approved under Subsection 17.84.030.E.3, ADU Permit Review.
  - b. Parking configuration, if required:
    - i. The required parking spaces may be located in setback areas or tandem parking on an existing driveway unless specific findings are made under Subsection 17.84.030.G.2.b.ii.
    - ii. Parking arrangements in Subsection 17.84.030.G.2.b.i, are not permitted if the Director (or designee) makes specific findings that such parking arrangements are not feasible based upon specific site or regional topographical or fire or life safety conditions.
  - c. *Exceptions.* Parking standards shall not be imposed on an ADU in any of the following circumstances:
    - i. The ADU is located within one-half mile walking distance of public transit, including a public bus stop, bus station or transit station that charge set fares, run on fixed routes, and are available to the public.
    - ii. The ADU is located within an architecturally and historically significant historic district.
    - iii. The ADU is part of the existing primary residence or an existing accessory structure under Subsection 17.84.030.E.2.a, Converted Space or Structure on Single-Family Lots.
    - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
    - v. When there is an established car share vehicle stop located within one block of the ADU.
    - vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided the ADU or the lot satisfies any other criteria listed in parking exception Subsections 17.84.030.G.2.c.i through v.
  - d. *No Replacement.* When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
3. **Setbacks.**

- a. An ADU that is subject to this Section must conform to a 20-foot front yard setback, or the front setback imposed by the underlying zone, whichever is greater.
  - b. An ADU that is subject to this Subsections 17.84.030.G, Specific ADU and JADU Requirements must conform to four-foot side- and rear-yard setbacks.
  - c. *Alley Adjacent ADUs and ADUs Adjacent to Non-residentially Zoned Property.* Side or rear yard setbacks adjacent to an alley or non-residentially zoned property may be zero feet. Parking provided off the alley shall maintain a 24-foot back-out, which includes the alley.
  - d. *Garage and Accessory Building Conversion.* No setback shall be required for a legally established, existing garage or accessory building that is converted to an ADU, provided the structure is not expanded under Subsection 17.84.030.E.2.a.i. Any expansion of the structure under Subsection 17.84.030.E.2.a.i is subject to side and rear setbacks of four feet.
  - e. *Addition Over a Garage.* The four-foot minimum side and rear setback requirement of Subsection 17.84.030.G.3.b shall apply to the newly constructed portion of an ADU constructed above a legally established existing garage.
  - f. *Roof Decks.* All roof decks along the project perimeter and abutting residential uses shall be stepped back a minimum of five feet from the roof edge and a minimum of eight feet from the property line and shall include a minimum 42-inch solid rail or parapet, so that they are oriented away from and screened to prevent direct views of abutting residential neighbors. Roof decks facing/adjacent to a right-of-way or alley are not required to be stepped back.
4. ***Lot Coverage.***
- a. No ADU subject to this Subsection 17.84.030.G, Specific ADU and JADU Requirements may cause the total lot coverage of the single-family lot to exceed 50 percent, except that an ADU that is 800 square feet or less, not more than 16 feet in height, and compliant with a minimum four-foot side and rear setback, shall be considered consistent with all City development standards, irrespective of any other Municipal Code limitations governing lot coverage, floor area ratio, and open space.
  - b. *Rear Yard Coverage.* An ADU shall not result in more than 30 percent rear yard coverage as measured from the rear wall of the primary residence to the rear property line (or as measured from the average distance of the rear wall from the rear property boundary if the rear wall does not follow a straight line). Except that an ADU that is 800 square feet or less, not more than 16 feet in height, and compliant with a minimum four-foot side and rear setback, shall be considered consistent with all City development standards, irrespective of any other Municipal Code limitations governing lot coverage, floor area ratio, and open space.
5. ***Architectural Requirements.***



- a. The materials and colors of the exterior walls, roof, and windows and doors must match or be harmonious with the appearance and architectural design of the primary dwelling.
- b. The exterior lighting must be limited to down-lights or as otherwise required by the Building or Fire Code.
- c. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- d. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
- e. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- f. All second-story windows and doors in a second unit that are less than 30 feet from a property line that is not a right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.
- g. Access stairs, entry doors and decks must face the primary residence or the alley, if applicable.
- h. A garage converted to an accessory dwelling unit shall include removal of garage door(s) which shall be replaced with architectural features, including walls, doors, windows, trim and accent details.
- i. The architectural treatment of an ADU to be constructed on a lot that has an identified historical resource listed on the federal, State, or local register of historic places must comply with all applicable ministerial requirements imposed by the Secretary of Interior.

6. ***Landscape and Screening Requirements.***

- a. Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels when there is direct adjacency of the ADU to an existing primary dwelling on an adjacent parcel in which there is no screening as follows:
  - i. At least one five-gallon size plant shall be provided for every five linear feet of exterior wall.
  - ii. As an alternative, a solid fence of at least six feet in height may be installed along a side or rear yard in compliance with fencing standards.
- b. All landscaping must be drought-tolerant.

7. ***Other.***

- a. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the fire authority.
  - b. Each unclosed parking space shall be at least eight and one-half feet wide and 18 feet long.
  - c. Each parking space that is provided in an enclosed garage shall be at least 10 feet wide and 20 feet long and have at least seven and one-half feet vertical clearance.
- H. **Fees.** The following requirements apply to all ADUs that are approved under Subsections 17.84.030.E.2, Building Permit Only Approval and 17.84.030.E.3, ADU Permit Review.
  - 1. **Impact Fees.**
    - a. For purposes of this Subsection, “impact fee” means a “fee” under the Mitigation Fee Act (California Government Code § 66000(b)) and a fee under the Quimby Act, California Government Code § 66477. “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
    - b. No impact fee is required for an ADU or JADU that is less than 750 square feet in size.
    - c. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).
  - 2. **Utility Fees and Connection.**
    - a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required pursuant to Government Code § 65852.2(f)(4) and (f)(5).
    - b. Except as described in Subsection 17.84.030.H.2.a, converted ADUs on a single-family lot that are created under Subsection 17.84.030.E.2.a, Converted Space or Structure on Single-Family Lot are not required to have a new or separate utility connection directly between the ADU and the utility, nor is a connection fee or capacity charge required.
    - c. Except as described in Subsection 17.84.030.H.2.a, all ADUs that are not covered by Subsection 17.84.030.H.2.b, require a new, separate utility connection directly between the ADU and the utility.
      - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as

defined by the Uniform Plumbing Code, upon the water or sewer system.

- ii. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.
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TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: J.15  
SUBJECT: Introduction and Waiver of First Reading of an Ordinance Repealing and Replacing Section 15.16.090 of the Woodland Municipal Code Regarding Density Bonuses and Other Affordable Housing Incentives

**Recommendation for Action:** Staff recommends the City Council: 1) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_ repealing and replacing Section 15.16.090 of the Woodland Municipal Code regarding density bonuses and other affordable housing incentives required by State Density Bonus Law; and 2) Find the ordinance to be exempt from review under the California Environmental Quality Act ("CEQA").

**Staff Contact:**

Hadlie Ward, Assistant Planner, (530) 661-5960, [hadlie.ward@cityofwoodland.gov](mailto:hadlie.ward@cityofwoodland.gov)

**Background:**

California State Density Bonus Law (Gov. Code, § 65915 et seq.) encourages developers to build affordable housing (e.g., very low-, low- and moderate-income units) or housing for specific groups by requiring cities to grant density bonuses, concessions, incentives, and waivers of development standards for qualifying projects. Density bonuses allow developers to exceed the maximum allowable density typically permitted under the Zoning Ordinance and General Plan for residential development on a given parcel. Incentives, concessions, and waivers allow reductions to development standards or design requirements to improve project feasibility. These can include, but are not limited to, reductions in parking requirements, setbacks, and height restrictions.

To be eligible, a proposed housing development must include a minimum of five housing units and meet requirements detailed in Government Code Section 65915(b), essentially allocating a specified percentage of the units as affordable, or allocating housing for seniors, foster youth, disabled veterans, homeless people, or students. These bonuses help remove financial or physical restraints that would otherwise prevent the development of housing units for populations in need, as identified by the state.

The City's density bonus requirements were previously organized in Sections 15.16.090 (Incentives available to rental projects – Density bonus) in the current Municipal Code and 17.104.070 (Bonus incentive projects) in the Zoning Ordinance prior to the Comprehensive Zoning Code Update adopted in June 2024. These sections outlined the basic structure for the City's Density Bonus Program, but included outdated percentages, and lacked definitions, descriptions of procedure, submittal requirements, and required findings. In the Comprehensive Zoning Code Update, the Bonus incentive projects section was removed due to inconsistency with state law.

The proposed Density Bonus Ordinance (Attachment 1) incorporates the short section currently under Section 15.16.090 and the information previously in Section 17.104.070. The Ordinance will remain under 15.16.090 to consolidate requirements.

**Discussion:**

The proposed amendments to Section 15.16.090 are a follow-on to the Comprehensive Zoning Code Update to bring the City's Municipal Code into compliance with the updated provisions of Government Code 65915 et seq. The City of Woodland's Housing Element specifies under Implementation Program A.10 that Community Development Department staff shall amend the Density Bonus Ordinance to comply with the latest changes to state law.

Senate Bill (SB) 713 was signed into law by Governor Newsom on October 11<sup>th</sup>, 2023. This new legislation amended State Density Bonus Law in Government Code Section 65915. SB 713 clarified the definition of development standards, increased the number of available incentives or concessions for certain eligible developments, and introduced methods for developers to obtain an additional density bonus, as described in Section 65915(v), on top of the original density bonuses calculated under state law. The amendments also set requirements for the sale of affordable housing units built using density bonuses. This bill went into effect on January 1, 2024.

Assembly Bill (AB) 2694 and AB 2430 were signed by Governor Newsom on September 19<sup>th</sup>, 2024, and AB 3116 was signed on September 22<sup>nd</sup>, 2024. AB 2694 expanded previous definitions to apply Density Bonus Law to residential care facilities for the elderly. AB 2430 prohibited jurisdictions from charging monitoring fee for housing developments. AB 3116 revised density bonuses and incentives available for student housing developments. These bills went into effect on January 1, 2025.

#### **Proposed Revisions:**

The previous Density Bonus Ordinance in Section 17.104.070 in the Municipal Code included specific percentages of additional housing units permitted if corresponding percentages of affordable units are allocated. The recent legislation demonstrates the changing nature of Density Bonus Law. The proposed amendments to Section 15.16.090 of the Municipal Code incorporate references to Government Code Section 65915 et seq., providing flexibility for future changes at the state level. As state law changes, the Municipal Code will remain current, as the code directs users to reference the applicable sections of the Government Code.

To align with the changes resulting from recent amendments to state law, the proposed ordinance adds definitions for key words and phrases such as "zoning and development standard," "concession or incentive," "density bonus," "waiver," "affordable unit," and other relevant terms. The proposed Section 15.16.090 outlines the submittal requirements and procedures for bonus applications, as required in Government Code Section 65915(a)(3). The proposed Section 15.16.090.H describes the required findings that must be adopted by the City review bodies prior to the approval, approval with conditions, or denial of the density bonus application. This section further specifies the circumstances and evidence required for a denial of a concession or incentive.

By describing the overall application process and referencing state law for the eligibility requirements and bonus calculations, the proposed code complies with the recent legislative updates related to density bonuses and other housing incentives. For these reasons, staff recommends that the City Council adopt the proposed ordinance (Attachment 1).

#### **Environmental Review:**

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, in that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Moreover, the proposed action is also exempt under CEQA Guidelines Section 15305 as a minor alteration in land-use limitation, as the proposed action does not allow any more density than before; it merely incorporates California's density-bonus statute and allowances by direct reference to the statute. Lastly, the Ordinance is also exempt under CEQA pursuant to CEQA

Guidelines Section 15061(b)(3), in that there exists no possibility that the activity will have a significant adverse effect on the environment.

**Public Noticing:**

In accordance with the requirements of Government Code Section 36933, this item has been noticed in a newspaper of general circulation as a display advertisement five days prior to the public hearing.

**Conclusion:**

Staff recommends the City Council: 1) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_ repealing and replacing Section 15.16.090 of the Woodland Municipal Code regarding density bonuses and other affordable housing incentives required by State Density Bonus Law; and 2) Find the ordinance to be exempt from review under the California Environmental Quality Act ("CEQA").

Prepared by: Hadlie Ward, Assistant Planner

Reviewed by: Erika Bumgardner, Deputy Community Development Director



Ken Hiatt  
City Manager

**Attachments:**

1. Proposed Ordinance - Density Bonus Ordinance Update

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF WOODLAND REPEALING AND  
REPLACING SECTION 15.16.090 OF THE  
WOODLAND MUNICIPAL CODE REGARDING  
DENSITY BONUSES AND OTHER AFFORDABLE  
HOUSING INCENTIVES REQUIRED BY STATE  
LAW AND FINDING THE ACTION TO BE EXEMPT  
FROM CEQA**

**WHEREAS**, California’s Density Bonus Law (Gov. Code, § 65915 et seq.) encourages developers to build affordable housing (e.g., very low-, low- and moderate-income units) and housing for certain groups by requiring cities to grant density bonuses, concessions, incentives, and waivers of developments standards for eligible projects; and

**WHEREAS**, Government Code Section 65915(a) requires cities to adopt an ordinance specifying how the city will implement State Density Bonus Law; and

**WHEREAS**, Section 17.104.070 of the Woodland Municipal Code (“WMC”) previously contained details about density bonus eligibility and requirements, but was removed in the Comprehensive Zoning Code Update, adopted June 18, 2024, as it was not compliant with state law; and

**WHEREAS**, the current Section 15.16.090 of the WMC references State Density Bonus Law but is not compliant; and

**WHEREAS**, Governor Newsom signed Senate Bill 713 on October 11, 2023, Assembly Bill (“AB”) 2694 and AB 2430 on September 19, 2024, and AB 3116 on September 22, 2024, amending State Density Bonus Law; and

**WHEREAS**, this ordinance (“Ordinance”) repeals and replaces WMC Section 15.16.090 with provisions that provide that density bonuses and other affordable housing incentives required by State law (including but not limited to Government Code section 65915 et seq.) will be available to applicants on the terms and conditions specified in State law, and subject to specified City procedural requirements; and

**WHEREAS**, on January 28, 2025, the City gave public notice of a City Council public hearing to be held to consider this Ordinance by advertisement in a newspaper of general circulation; and

**WHEREAS**, on February 4, 2025, the City Council conducted a duly noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance; and (2) the policy considerations discussed therein; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Woodland does hereby ordain as follows:

**SECTION 1. Incorporation of Recitals.** The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

**SECTION 2. CEQA.** The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15358 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, in that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Moreover, the proposed action is also exempt under CEQA Guidelines Section 15305 as a minor alteration in land-use limitation, as the proposed action does not allow any more density than before; it merely incorporates California’s density-bonus statute and allowances by direct reference to the statute. Lastly, the City Council finds that the Ordinance is exempt under CEQA pursuant to CEQA Guidelines Section 15061(b)(3), in that there exists no possibility that the activity will have a significant adverse effect on the environment.

**SECTION 3. Code Adoption.** Section 15.16.090 of Titles 15 of the Woodland Municipal Code are hereby repealed and replaced to read in their entirety as set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

**SECTION 4. Publication.** The City Clerk is directed to certify the adoption of this Ordinance and post or publish this Ordinance as required by law.

**SECTION 5. Custodian of Records.** The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 300 First Street, Woodland, CA.

**SECTION 6. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

**SECTION 7. Effective Date.** This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage.

**INTRODUCED** at a regular meeting of the City Council of the City of Woodland, California on the 4<sup>th</sup> day of February 2025, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



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Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

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Sarah Lansburgh, CMC, City Clerk

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Ethan Walsh, City Attorney

## **EXHIBIT A**

[Insert Exhibit A: Section 15.16.090 Incentives available to rental projects – Density bonus]

#### **15.16.090 Incentives available to rental projects—Density bonus.**

A. Purpose. The purpose of this section is to establish procedures for implementing state density bonus and incentive requirements, as set forth in California Government Code Sections 65915 through 65918 (as may be amended).

B. As a matter of right for qualified projects, a developer shall be eligible for density bonuses, incentives and concessions, waivers or reductions to development standards, and parking ratios as permitted under Government Code Section 65915, et seq., for on-site construction of affordable units, senior citizen housing developments, residential care facilities, lower income student housing, and housing for transitional foster youth, disabled veterans, or homeless persons, or as otherwise eligible under state law.

C. Required Information. A developer entering an agreement pursuant to Government Code Section 65915 to utilize density bonus or other incentives available for a qualifying housing development project shall be subject to the following requirements:

1. The applicant for a density bonus, incentive, concession, waiver, and/or parking ratio shall submit the request to the Director of Community Development in conjunction with the application for the planned development, design review, or other application necessary for the housing development.
2. The Community Development Director or designee shall notify the applicant whether the application is complete, consistent with the requirements of Government Code Section 65915.
3. Any completeness determination under this section shall be based on the development project proposed at the time the application is deemed complete. The decision makers shall adjust the amount of density bonus, incentives, waivers, and parking ratios awarded pursuant to this section based on any changes to the project during the course of development.

D. Submittal Requirements. The applicant shall submit the items listed below for any density bonus, incentive, concession, waiver, and/or parking ratio requested, in addition to and in conjunction with the submittal requirements for the housing development application:

1. Density Bonus Project. A detailed description of each requested density bonus, including:
  - a. The density and maximum number of dwelling units possible under the existing zoning without a density bonus.
  - b. The percentage increase and number of dwelling units requested above the maximum allowable density as determined by Government Code Section 65915(b), (c), (f), (g), (h), and (v), Government Code Section 65195.5, or successor provisions.

- c. The number and percentage of dwelling units proposed by income level, or other method of eligibility in Government Code Section 65915.
- d. Any proposed occupancy restrictions, such as restrictions to occupancy by seniors or to special needs tenants, and whether the units are proposed to be offered for sale or for rent.
- e. The method proposed to guarantee the proposed affordability levels, such as proposed deed restrictions.

2. Concessions and Incentives. If the applicant requests concessions or incentives, as defined in Government Code Section 65915(k) and described in Government Code Section 65915(d) (as may be amended), the application shall include:

- a. A detailed description of the requested concessions or incentives.
- b. All documentation the applicant wishes to rely on to show how the incentive or concession would result in identifiable and actual cost reductions necessary to meet affordability levels as opposed to the project without concessions or incentives.

3. Waivers and Reductions of Development Standards. If the applicant requests a waiver or reduction of any development standard based on an assertion that the development standard physically precludes the construction of a qualifying affordable housing development per California Government Code Section 65915(e), include the following:

- a. A detailed description of the requested waiver or reduction of development standards.
- b. All documentation the applicant wishes to rely on to show how the development standards physically preclude the construction of the qualified affordable housing development.
- c. All documentation the applicant wishes to rely on to show that the waiver or reduction would not have a specific adverse impact, as defined in California Government Code Section 65589.5(d)(2), upon health, safety or the physical environment, including proposed mitigation or avoidance measures.

4. Parking Ratios. If the applicant requests parking ratios pursuant to California Government Code Section 65915(p), then include the following:

- a. The requested parking ratio.
- b. Information on the number of dwelling units and number of bedrooms in each dwelling unit.
- c. If the application requests parking ratios per California Government Code Section 65915(p)(2) or (3), evidence to show the proposal meets the criteria in those

sections, including the distance to the nearest major transit stop, information on access to and any impediment to that transit stop from the housing development, information on the service provided at the transit stop, paratransit service available and its frequency, and any occupancy restrictions proposed.

5. Response to Criteria. The applicant must provide citations to the legal standards and criteria by which the density bonus, concession, incentive, waiver, reduction in development standards, or parking ratio is requested and an explanation, evidence, and findings showing how the applicant contends the proposal meets the applicable standards and criteria.

6. Fees. Applicant must pay all fees as then established by resolution of the City Council.

a. The City shall not charge a monitoring fee to ensure continued affordability of a housing development except as provided in Government Code Section 65915.3.

E. If a qualifying density bonus development project includes a childcare facility, as defined in Government Code Section 69515(h), that is located on or adjacent to the development project, the following conditions apply, unless the City makes a written finding that the City has adequate childcare facilities:

1. The City shall grant either:

a. An additional residential density bonus equal to the amount of square feet in the childcare facility; or

b. An additional concession or incentive that significantly contributes to the economic feasibility of the construction of the childcare facility.

2. The City, as a condition of approving the housing project, shall require:

a. The childcare facility shall remain in operation for a period of time that is as long or longer than the period of time during which the density bonus units are required to remain affordable, pursuant to Government Code Section 65915(c); and

b. The percentage of children from very low, low and moderate-incomes who attend the childcare facility must be equal to or greater than the percentage of housing units that are required for very low, low and moderate-income households pursuant to Government Code Section 65915(b).

F. Bonus incentives which the City may agree to provide include, but are not limited to, the following:

1. Use of Federal, State, or local affordable housing funds to subsidize the cost of the qualifying project.

2. Waiver or reduction of City building permit, plan check, and inspection fees (excluding re-inspection fees).
3. Deferral of City development impact fees until the issuance of a certificate of occupancy for the qualifying project.
4. Reduction of local zoning and development standards that indirectly increase housing costs, including, but not limited to, off-street parking requirements, minimum square footage, height limitations, or setback requirements.
5. Construction by the City of such public improvements as streets, sewers and sidewalks, street name and traffic signs, water mains, storm drains, and street lights in association with the qualifying project.
6. Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

G. Application Procedures.

1. Site Plan/Design Review. Site plan and design review by the Planning Commission shall be required for projects involving bonus incentives, density bonuses, incentives, concessions, waivers, or parking ratios. Any special conditions of the City Zoning Ordinance residential and commercial land use tables pertaining to the project shall also apply.
2. Regulatory Agreement. As required by Chapter 15.16 of the City Code (Affordable Housing), the City and developer shall execute a regulatory agreement (inclusionary housing agreement) ensuring compliance of the project with all applicable provisions and affordability restrictions as required under Chapter 15.16 of the City Code and this section, or other applicable affordable housing requirements (such as the Spring Lake Affordable Housing Plan). This agreement shall be recorded with the Yolo County Recorder's office. Affordable units in the qualifying project shall remain affordable and available to qualified persons and families for the term required by the affordable housing ordinance and Government Code Section 65915, but in no case less than 30 years. Moderate-income units located within a condominium project must be affordable and available to qualified persons and families for at least 10 years.
3. Additional Conditions. In addition, reasonable conditions may be imposed to assure continued availability of such housing as very low, low, or moderate-income housing.

H. Required Findings.

1. The decision maker shall review the density bonus request and may approve, approve with conditions or modifications, or deny the request based on the applicable

standards and criteria found in the state density bonus law. The decision maker shall adopt findings supporting the decision.

2. If the application qualifies for a concession or incentive, the decision maker shall grant the concession or incentive unless it makes a written finding, based upon substantial evidence, of any of the following, or other criteria established by state law:

a. The concession or incentive does not result in identifiable and actual cost reductions, consistent with California Government Code Section 65915(k), to provide for affordable housing costs, as defined in California Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in California Government Code Section 65915(c).

b. The concession or incentive would have a specific, adverse impact, as defined in California Government Code Section 65589.5(2)(d), upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

c. The concession or incentive would be contrary to state or federal law.

I. Definitions. For purposes of this section, unless otherwise apparent from the context, certain words or phrases used in this section are defined as follows:

1. “Affordable unit” means an ownership or rental dwelling unit affordable to households with extremely low, very low, low, or moderate incomes as published periodically by HCD for households in Yolo County or equivalent as approved by the Community Development Director. Calculations for the required affordable housing resulting in fractional units shall be rounded up to the next whole number.

2. “Concession or incentive” means any of the following:

a. A reduction in site zoning and development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Health and Safety Code Division 13, Part 2.5 (commencing with Section 18901) to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c).

b. Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

c. Other regulatory incentives or concessions proposed by the developer or the city that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c).

3. “Density bonus” means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density.

4. “Dwelling unit” means a dwelling designed and intended for occupancy by a household.

5. “Housing development” means the construction of five (5) or more new residential dwelling units, including mixed-use developments, the addition of five (5) or more residential dwelling units to an existing building or buildings, and the remodeling of a building or buildings containing five (5) or more residential dwelling units. For the purpose of establishing the minimum number of five (5) dwelling units, density bonus units shall be excluded.

6. “Income” (very low, low, or moderate) means an annual income of a household that does not exceed the amounts designated for each income category as determined by HCD.

7. “Maximum allowable residential density” means the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.

8. “Specific adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific adverse impact upon the public health or safety.

9. “Waiver” means the deletion or reduction of any zoning and development standards that would otherwise have the effect of physically precluding the construction of a development identified and permitted in this section.

10. “Zoning and development standard” includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking requirement that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation, as specified in Government Code Section 65915(o)(1).





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA: City Council Regular Meeting  
DATE: February 4, 2025  
ITEM #: J.16  
SUBJECT: Embarc Woodland Retail Cannabis Conditional Use Permit

**Recommendation for Action:** Staff recommends the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. \_\_\_\_\_ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 825 East Street. Ste. 102-103 in the City's Corridor Mixed Use - East Street zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. \_\_\_\_\_ approving an Operating Agreement between Embarc Woodland and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

**Staff Contact:**

Anna Canales, Assistant Planner, [anna.canales@cityofwoodland.gov](mailto:anna.canales@cityofwoodland.gov)

**Fiscal Impact:**

**Application Processing Costs.** The project applicant covers all costs associated with processing the subject Conditional Use Permit application and related Operating Agreement through an Advanced Funding Agreement. Similarly, the initial selection process for all applicants was covered through individual Funding Agreements.

The City collects two types of revenue associated with cannabis businesses outside of the specific Conditional Use Permit application processing costs noted above. The aforementioned revenue consists of City Permit Fees and the City Cannabis Tax.

**Permit Revenue.** When a new Retail Cannabis business applies for a City Cannabis Business Permit, contingent on approval of a Conditional Use Permit and Operating Agreement, the City presently collects \$50,056 (subject to annual increases based on CPI and any future changes at City Council discretion) for the staff review and application processing. This includes site visits by both Community Development and Police staff. Thereafter, a business is responsible for requesting a renewal of the permit on an annual basis which is presently subject to a renewal fee of \$21,222 (subject to yearly increases based on CPI and any future changes at City Council discretion) and which, like the initial issuance fee, covers the cost of the administrative review, application processing, program oversight, business plan review by the Community Development Department, Police site visits and compliance, accounting, and an annual financial audit. The City does not make revenue above the cost of service on these permit fees and is legally only allowed to charge the City's cost of doing business.

**Cannabis Tax.** In November 2022, Woodland voters approved a local tax on cannabis businesses that would help to fund general city services. Retail cannabis businesses are subject to a 10 percent tax based on gross receipts. It is difficult to estimate the future potential cannabis tax revenue that may be realized from cannabis retail sales as it will depend upon the success of the business. At minimum, assuming a similar realized revenue generation as existing commercial cannabis

manufacturing and distribution businesses, it is estimated that the city will see additional annual revenue from the four new retail cannabis businesses of \$250,000, but likely much greater given the higher tax rate and higher volume of taxable sales applicable to retail uses. To date, the City has collected \$1.1 Million in tax (formerly “community benefit”) revenue from existing commercial cannabis businesses.

### **Report in Brief:**

Commercial Cannabis Business, Woodland Responsible and Compliant Retail LLC (“Embarc Woodland”) (PLNG 24-00059), has applied for a Conditional Use Permit (CUP) to operate a storefront cannabis dispensary at 825 East Street Suites 102 and 103 in the City’s Corridor Mixed Use - East Street Zone; Assessor’s Parcel Number 066-111-028. This application follows a recent zoning code update, effective June 7, 2022, which allows retail cannabis land use in certain zones and allows the City to consider up to four Conditional Use Permits for this land use citywide.

The process for considering retail cannabis operators began with a competitive preliminary review on February 27, 2023, where four of a total of 12 applicants were selected to advance to the Conditional Use Permit application stage. As the fifth-ranking applicant in that process, Embarc Woodland’s application has been invited to advance to the next stage of review due to the recent withdrawal of an application by one of the original top four ranked candidates.

Embarc Woodland’s project proposal has undergone a comprehensive review by City departments, including the City Planning Division, Engineering Division, Public Works Department, Fire Department, Building Division, and the City Police Department. The applicant’s location and proposed operation are consistent with applicable zoning and development standards. A Security Plan has been submitted and reviewed by the Woodland Police Department, with a final plan to be approved before operation.

As part of the review process, an Operating Agreement (Attachment 3) has been negotiated between the City and the applicant. This agreement will be reviewed by the City Council and will incorporate the commitments outlined in the Community Benefit Plan and Social Policy and Local Enterprise Plan. These documents are attached to the operating agreement for reference as part of permitting and annual reporting.

In conformance with Woodland Municipal Code (WMC) Section 17.84.120, a highly visible posting measuring 4 feet by 8 feet has been displayed on the project site, notices were sent to property owners and tenants within a 600-foot radius of the site, and a notice of the meeting was published in the local newspaper ten days before the City Council meeting date.

The purpose of this hearing is for City Council to review and make a determination on the Conditional Use Permit and the corresponding Operating Agreement.

Upon issuance of a Conditional Use Permit and before operating, the applicant will be required to obtain a City Cannabis Business Permit and corresponding City Building Permits for tenant improvements necessary for the proposed operation.

### **Background:**

On December 5, 2017, the City Council approved Ordinance 1629, adding Article 21.6 (now Section 17.84.120) to Chapter 25 (now Chapter 17) of the Municipal Code, which regulates the zoning of commercial cannabis. At the same time, the council approved Ordinance 1630, adding Chapter 13A (now Chapter 5.28) to the Municipal Code, establishing regulations for commercial cannabis business permits. These regulations allowed for up to six conditional use permits for manufacturing, distribution, and testing cannabis operations within Industrial or Industrial/Light Industrial Flex

Overlay zones as defined in the General Plan.

On June 7, 2022, the City Council amended Chapter 17.110 (now Section 17.84.120) through Ordinance 1685 and Chapter 5.28 through Ordinance 1686, updating the regulations for cannabis retail businesses, which now authorizes City Council to consider up to four retail cannabis conditional use permits, allowing the sale of cannabis at authorized storefront retail cannabis dispensary locations, with the option for delivery from these locations. These four permits may be issued in designated commercial and corridor mixed-use zones.

On February 27, 2023, the City issued a request for applications, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit to authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business. Applications were to be submitted in person by 3:00 pm on April 5, 2023. The City received a total of 12 proposals.

As part of the preliminary process, which involved three phases of review, applicants were required to submit detailed plans for the safety, security, and operational characteristics of the proposed storefront retail cannabis dispensary use, including the following:

- Business Plan
- Odor Control Plan
- Tax Compliance
- Insurance
- Community Benefit Plan
- Social Policy and Local Enterprise Plan
- Security Plan
- Neighborhood Compatibility and Community Relations Plan

A Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL (consultants retained by the City for their subject matter expertise) to conduct a competitive selection process. As required by the City of Woodland Municipal Code, the Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business. After an initial review, the Committee interviewed the twelve applicants for the Preliminary Cannabis Business Permit. Following the interviews, the city invited the top four ranked applicants to the fourth phase of the review process which entails the negotiation of an Operating Agreement and application for the Conditional Use Permit. As the fifth-ranking applicant in that process, Embarc Woodland's application has been invited to advance to the next stage of review due to the recent withdrawal of an application by one of the top four selected applicants.

**Planning Commission Recommendation.** At its January 16, 2025 meeting, the City Planning Commission passed the following resolution evaluating the project proposal for compliance with zoning standards and land use requirements:

Planning Commission Resolution PC 25-01 (Attachment 7)(Embarc Woodland PLNG24-00059) by a unanimous vote (5-0) recommending City Council approve a Conditional Use Permit and Operating Agreement for a retail cannabis land use located at 825 East Street, Ste. 102-103 in the City's Corridor Mixed Use - East Street zone.

## Project Proposal

On December 16, 2024, Embarc Woodland applied for a Retail Cannabis Conditional Use Permit. The applicant is requesting approval from the City Council for a Conditional Use Permit and Operating Agreement, which will allow Embarc Woodland to occupy an approximately 2,830 square foot tenant space in an existing building at 825 East Street Suites 102 and 103, as a storefront cannabis dispensary (See Attachments 2 and 4, Project Application and Site Plan). Under the Operating Agreement and project Conditions of Approval, Embarc Woodland will be required to obtain a Cannabis Business Permit for a Storefront Cannabis Dispensary, (*Ordinance 1685 and 1686*), and appropriate State Licensing (Type 10 – Storefront Retailer). A Type 10 license allows for a storefront retailer to have a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.



## Context Map

The project estimates a total of 16 employees initially with anticipation of expanding this number as business needs grow in the near term, and the applicant intends to prioritize hiring employees directly from the City of Woodland (i.e. “local hire”). All full-time employees will be given equity in the business. Embarc Woodland's proposed operating hours are Monday – Sunday from 9 am to 9 pm and the business anticipates an average of 299 customers per day and approximately 25 customers per hour, per day.

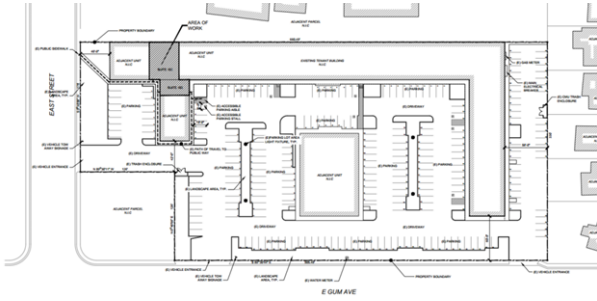
## Project Site Description

Embarc Woodland's project site covers approximately 4.19 acres and includes a single multi-tenant building located in the northwest corner of the parcel. This building and the subject parcel are part of a larger commercial shopping center with multiple buildings. The subject building at 825 East Street is an existing one-story multi-tenant building (See Attachment 4, Site Plan). Neighboring businesses include Acceptance Insurance, Highlife Smoke and Vape Shop, Barajas Deli, Memos Barber Shop, Glam by Suminder, India Spices Inc, Gelatin World, Woodland Pharmacy, Mi Mundos Latinos Travel, Yanelli Beauty Salon, Steven W. Thomson, DDS, Biner Insurance Agency, Water Punch, Pearl Spa, Capital Accounting, El Pasito, Lourdes Boutique, and Steve Alberts-Yates Insurance. The property is bordered by commercial land uses to the north, residential and commercial land uses to the east of the project site, Gum Avenue forming the southern boundary, and East Street forming the western boundary. The applicant has proposed to occupy Suites 102 and 103 consisting of a combined 2,830 square-foot area located at the northwest corner of the building.

Interior tenant improvements will be made to the existing Suites 102 and 103; no new construction is proposed.

The property is zoned for Corridor Mixed Use – East Street land uses. The proposed use is permitted in this zone with the approval of a Conditional Use Permit and Operating Agreement by the City

Council as the final acting body.



## Site Plan

### Community Benefit and Social Policy and Local Enterprise Plan Review

Community Benefit and Social Policy and Local Enterprise Plans have been included with this report as Exhibits to Attachment 3 for the Council's review/reference. A summary is provided below.

#### Community Benefit

Embarc Woodland commits to allocate 1% of gross receipts to its Community Investment Fund in perpetuity, generating ongoing funding for local community organizations through the efforts and allocations of a designated Community Advisory Board consisting of community members local to Woodland. Funding areas of focus will include mentorship and job training for young adults, youth clubs, youth athletic activities, youth arts, prevention of juvenile crime, youth drug education and prevention programs, and supporting healthy and stable households.

#### Community Support for Local Non-Profits and Organizations

Embarc Woodland commits to contributing to community-based projects and with guidance from the City identifies local funding opportunities and commits to partnering with local non-profit organizations to support and fund projects through grants and volunteerism.

#### Employee Wages and Compensation

Embarc Woodland is committed to offering a living wage starting at \$20.50 per hour, which may be higher based on experience, knowledge, and position, and employees will also be able to receive tips and gratuities.

Embarc Woodland is committed to providing employees with monthly volunteer hours with local non-profits. The company is committed to paying employees for each hour they participate in community service, up to forty (40) hours per year.

#### Continuing Education

Embarc Woodland is committed to paying all employees at their regular rate of pay for onboarding, initial training, mentorship/mentee hours, apprenticeships, approved educational courses, workforce development programs, job-specific skills coursework, and Flight School: Embarc's Proprietary Education Hub (education and training platform) courses.

Embarc Woodland is committed to offering tuition assistance and a scholarship program for qualifying employees, as well as provide scholarships to local residents in coordination with local community colleges.

#### Support for Local Enterprises

Embarc Woodland commits to sourcing a minimum of 15% of products from local Woodland cannabis businesses.

## **Security Plan**

The proposed design includes a screening lobby separated from the Retail Sales Area by separate ingress and egress door vestibules. Reception employees and Security Guards will provide surveillance over each vestibule, the Screening Lobby, waiting area, and both east and west lobby entrances and parking lots through windows and video monitors. The Retail Sales Area will maintain an appropriate customer to employee ratio. During peak periods, the waiting area will provide an indoor monitored area for overflow customers to wait until space is available for them in the Retail Sales Area. The proposed design includes the separation of inbound and outbound travel paths with separate doors. Interlock devices will be configured in accordance with California Fire and Building Code Allowances and will not interfere with egress.

To enhance the security of vendors, distribution, armored carrier loading and unloading, and retail delivery transfers, the premises will maintain a door redundant Vendor Lobby from which further access into the premises requires electronic access credentials. The Vendor Lobby is intended to ensure that anyone attempting to enter by way of door catching or ambush will not be able to advance further into the premises than the empty, unmanned room separated from limited-access areas beyond by additional reinforced doors. A Secured Product Storage room is proposed to be accessible to limited, supervisory personnel tasked with order fulfillment to ensure that specific credentials are needed for staff members to enter. The Break Area and Restroom are designed such that no travel or insight to product or cash storage areas is provided in accessing these universally accessed staff areas. Management Office and Cash Vault Rooms are proposed to be situated as far as possible into the premises. Access to these areas and insight into the storage methods and security features can be duly protected from front-line employees, vendors, and the public.

Embarc Woodland will install multiple surveillance cameras strategically located around the building's perimeter. In addition a rooftop camera will be installed to provide further surveillance coverage. Tenant Improvements will include the installation of a fire alarm system, smoke detectors, emergency lighting, exit signage, and easily accessible fire extinguishers. These and any additional security measures required by the Woodland Police Department shall be included in the final Security Plan approved by the Police Department and made part of the Cannabis Business Permit.

## **Retail Delivery Operations**

Consistent with WMC 5.28, the maximum operating hours of the retail delivery operations will be from 9 am to 9 pm daily, or more restrictive as outlined in the project Conditions of Approval. Deliveries of cannabis goods will be performed by a delivery employee of Embarc Woodland who is at least 21 years of age. Use of courier services or independent contractors will not be allowed. Delivery Drivers engaged in delivery services will always possess a physical copy of the following:

- Embarc Woodland's current valid retail cannabis business permit;
- Employee's valid driver's license;
- Embarc Woodland employee badge including the name and photo of the employee; and
- Each delivery request from Embarc Woodland will include Embarc Woodland's name, the customer's name and address, and an accounting of cannabis goods being delivered.

Cannabis goods will be delivered in-person to customers and prior to providing cannabis goods to a delivery customer, the driver will confirm the age and identity of the customer by valid government issued photo identification. Embarc Woodland's Intake and Retail Delivery Office will include a workstation providing for real time GPS monitoring of all delivery vehicles and for ongoing communication with Delivery Drivers. Vehicles used for delivery will be owned/leased, registered, and insured by Embarc Woodland. Delivery Drivers will not have credentials to enter any interior or

exterior door. Staff assigned to the Intake and Retail Delivery Office will electronically grant access to Delivery Drivers to the Vendor Lobby. Delivery operations will conform to all applicable City and State standards including the provisions of the Woodland Municipal Code and California Department of Cannabis Control. Security Plans, including specifications related to deliveries, shall be reviewed and receive approval from the City Police Department.

### **Discussion:**

#### **Applicable Laws, Codes & Ordinances**

This project is subject to several laws, codes, and ordinances as described below:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- City of Woodland Cannabis Business Permit Requirements
- California Environmental Quality Act (CEQA)
- Regulations of the California Department of Cannabis Control

#### **2035 General Plan Consistency**

The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security).

Specifically, the project is consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities. Establishing storefront retailers in Woodland will gain the City some share in this market through generation of sales tax.

As previously mentioned in this report, applicants for a retail commercial cannabis conditional use permit and operating agreement are required to prepare and provide a Security Plan for proposed sites and facilities which support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design). This plan was reviewed by the City of Woodland Police Department and shall meet State requirements.

The proposed use is located on a parcel designated for commercial land uses and will operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).

#### **Zoning Consistency**

The project site is zoned Corridor Mixed Use – East Street. The City Corridor Mixed Use – East Street zone is applied to mixed-use corridors along East Street and supports a variety of commercial uses.

Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Corridor Mixed Use – East Street zone subject to use permit approval.

#### **Development Standards**

The proposed storefront retail cannabis dispensary use would be established in an existing multi-tenant commercial building previously occupied by commercial uses. Tenant improvements will be made to the existing building to meet the operational requirements of the proposed use, including those outlined in the project's security plan; no new construction is proposed onsite.



The project is consistent with land use, lot coverage, landscaping, building type, building height, and setback requirements for the Corridor Mixed Use – East Street zone. Vehicle access to the site is provided from existing driveways along East Street and Gum Avenue. At the time of tenant improvements, staff will conduct a staff-level architectural review consistent with existing practice for minor improvements to existing buildings.

#### Parking

The number of required off-street parking spaces for the proposed storefront retail cannabis dispensary use shall be consistent with the parking requirements for retail land use per City of Woodland Municipal Code Section 17.68. The project site and existing shopping center currently has 220 parking spaces, ensuring sufficient parking for the proposed retail business and exceeds minimum parking requirements for the proposed use. The project site also includes designated bicycle parking and ADA compliant spaces.

#### Driveways

Existing driveways provide access to the project site along Gum Avenue and one driveway along East Street.

#### Waste Management

Embarc Woodland proposes to contract with a third party cannabis waste management provider to provide a disposal of regulated cannabis waste produced by the operation.

#### Zoning Verification

A zoning verification was conducted as part of the associated preliminary cannabis business permit to verify compliance with the location limitations for commercial cannabis land uses established in the City of Woodland Municipal Code Section 17.84.120, which is also consistent with State requirements.

At the time of staff's analysis of the location proposed for the storefront cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park. There were no more than two retail cannabis dispensaries within 1,000 feet of the project site. The proposed site would be more than 500 feet away from any other storefront retail cannabis dispensary use.

#### **Conditional Use Permit Review**

A Conditional Use Permit (CUP) affords broad public review and evaluation of those uses which require special consideration to ensure proper integration into the community; mitigation of any potentially adverse impacts; and making the required findings to permit the use. In considering an application for a conditional use, due regard shall be given to the nature and condition of the proposed or existing use and all adjacent uses and structures and may impose such requirements and condition with respect to location, construction, maintenance, and operation, as may be deemed necessary for the protection of adjacent properties and public interest. Conditional Use Permit analysis typically includes consideration of proposed use; hours of operation; consistency with zoning standards such as parking; compatibility with existing uses and structures in the surrounding area; and other criteria as may be deemed appropriate. A CUP runs with the land unless the CUP is revoked. Once approved, should ownership of the land or the business change, the CUP would remain valid at the location approved.

Following a public hearing, the City Council may recommend approval of a use permit application, with or without conditions, if all of the following findings can be made:



## Use Permit Findings

1. *The proposed use is consistent with the General Plan.* The proposed storefront retailer use would be compatible with the underlying General Plan designation and zoning district and operate similarly to other existing retail businesses subject to use-specific standards. The proposed project is consistent with various policies and actions in the General Plan; including Land Use Policy 2.A.6 (Infill Development); Policy 2.D.I (Jobs/Housing Relationship); and Policy 4.C.16 (Safety and Security). Specifically, the project would be consistent with General Plan goals and policies which encourage Woodland residents and visitors to support retail establishments that are located in the City of Woodland (Policy 4.C.8). The preparation and provision of a security plan support the deterrence of crime through site planning and design, consistent with Policy 4.C.16 (Safety and Security) and Policy 2.E.7(Public Safety and Community Design). The proposed use would be located on a parcel designated for commercial land uses and would operate out of an existing commercial building (Policy 2.J.I – Enhanced Design Character of Existing Centers).
2. *The proposed use is consistent with the purposes of the Zoning Code, and the purposes of the applicable zone.* The proposed use would be located on a commercial site designated Corridor Mixed Use on the 2035 General Plan land use diagram and is zoned Corridor Mixed Use – East Street. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Corridor Mixed Use - East Street zone subject to use permit approval. The proposed project site is not within a 600-foot radius of a school providing K-12 instruction, a daycare center, a youth center, or a public park. The proposed retail storefront cannabis dispensary will not be located within 500 feet of another retail storefront cannabis dispensary.
3. *The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.* The operations of Embarc Woodland are based in retail and will not impact any other commercial retail business in the area. The project site is located within a commercial shopping center. Embarc Woodland proposes no substantial changes to the exterior of the facility, ensuring it remains consistent with the rest of the shopping center. No modifications are proposed to the project site's landscaping which is currently maintained by the property owner and includes mature trees within the parking lot and a number of small to medium shrubs along the exterior of the existing commercial businesses.
4. *The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity including transportation and service facilities.* The proposed use is compatible with the surrounding commercial area. The storefront retailer would be located within an existing commercial building similar in design, size and operating characteristics as other single-story retail and restaurant buildings along East Street. No new construction is proposed onsite. The building architecture and site improvements including lighting, landscaping, parking have previously been found consistent with land use, lot coverage, building type, building height, and setback requirements for the Corridor Mixed Use – East Street Zone district.
5. *Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.* The suites are attached to a building with commercial retail use businesses operating. Embarc Woodland proposes to install compliant Embarc signage on the facade of the building.

Exterior paint is proposed to refresh the existing space and two windows adjacent to the Vendor Lobby Entrance will be removed. Embarc Woodland also proposes to add anchored bicycle racks in the parking lot near the entrances of the proposed space. Drought tolerant plants will be added to the existing planters near the entrances on both the east and west sides of the building. Embarc proposes to add additional LED light fixtures surrounding the proposed space to cover building access points and adjacent parking spaces. The lighting fixtures will be mounted on the roof overhang of the building. The proposed project site does not require the addition or repair of any fencing. Embarc Woodland's security guards will monitor the site and are required to ensure there is no loitering in the area. Embarc Woodland will queue customers in a manner that will not affect any surrounding businesses during busy times and will control the ingress and egress of guest traffic inside the facility.

6. *The proposed project has been reviewed in compliance with CEQA.* Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 2,830 square feet of space within an existing building that has previously been occupied by commercial uses similar to the proposed project.

In addition to the CUP findings outlined above, the Cannabis Ordinance 1685 (Municipal Code 17.84.120) provides other specific factors that shall be considered by the Planning Commission and ultimately the City Council including the following:

1. *The type of proposed use by the applicant.*  
The proposed use would be located on a commercial site designated Corridor Mixed Use on the 2035 General Plan land use diagram and is zoned Corridor Mixed Use – East Street. Pursuant to City of Woodland Municipal Code 17.36.020, Table 17.36.020-1, a Cannabis Retail use may be established in the Corridor Mixed Use – East Street zone subject to use permit approval.
2. *Whether the proposed use will be detrimental to the health, safety and welfare of the community.*  
The project site is a commercial area comprised of a variety of commercial retail and service uses along East Street, with residential uses present further west and east of the project site. The zoning verification conducted as part of the associated preliminary request for proposals process verified compliance with the location limitations for storefront retailers established in WMC Section 17.84.120. At the time of staff's analysis of the location proposed for the storefront retail cannabis dispensary use, no known sensitive uses were identified within the minimum buffer distance of 600 feet from any property containing a school providing instruction in any grades Kindergarten through twelve (12), a day care center or a youth center, and is not within 600 feet of a public park. Furthermore, operation of the proposed storefront retailer in accordance with the standards established in WMC Section 5.28 as well as the applicant's Safety and Neighborhood Compatibility Plans will ensure that a storefront

retailer use at this location would not have detrimental effects on the surrounding neighborhood.

3. *Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties.*

The proposed facility will provide a new source of employment and revenue to the City while remaining under close regulation and oversight by both the City and State. At the time of approval of a Cannabis Business Permit, an application will be required to Prepare and submit a Community Benefit Plan and Social Policy and Local Enterprise Plan describing the applicant's plans for local outreach and hiring of residents of the City of Woodland for open positions and/or compensation for continuing education, and any other actions proposed by the applicant that are intended to benefit the local workforce and/or applicant's local employees.

4. *Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts.*

Below is an overview of the Community Benefit commitments of Embarc Woodland (Outlined in detail in Attachment 3):

**Community Benefit**

Embarc Woodland commits to allocate 1% of gross receipts to its Community Investment Fund in perpetuity, generating ongoing funding for local community organizations through the efforts and allocations of a designated Community Advisory Board consisting of community members local to Woodland. Funding areas of focus will include mentorship and job training for young adults, youth clubs, youth athletic activities, youth arts, prevention of juvenile crime, youth drug education and prevention programs, and supporting healthy and stable households.

**Community Support for Local Non-Profits and Organizations**

Embarc Woodland commits to contributing to community-based projects and with guidance from the City identifies local funding opportunities and commits to partnering with local non-profit organizations to support and fund projects through grants and volunteerism.

**Employee Wages and Compensation**

Embarc Woodland is committed to offering a living wage starting at \$20.50 per hour, which may be higher based on experience, knowledge, and position, and employees will also be able to receive tips and gratuities.

Embarc Woodland is committed to providing employees with monthly volunteer hours with local non-profits. The company is committed to paying employees for each hour they participate in community service, up to forty (40) hours per year.

**Continuing Education**

Embarc Woodland is committed to paying all employees at their regular rate of pay for onboarding, initial training, mentorship/mentee hours, apprenticeships, approved educational courses, workforce development programs, job-specific skills coursework, and Flight School: Embarc's Proprietary Education Hub (education and training platform) courses.

Embarc Woodland is committed to offering tuition assistance and a scholarship program for qualifying employees, as well as provide scholarships to local residents in coordination with local community colleges.

## **Support for Local Enterprises**

Embarc Woodland commits to sourcing a minimum of 15% of products from local Woodland cannabis businesses.

5. *The extent of support or opposition to the proposed use and location from members of the community, and the applicant's plans to ensure strong community relations and compatibility with the surrounding neighborhood.*

Prior to submittal of the initial application, Embarc Woodland met with the businesses immediately surrounding our proposed site and discussed planned operations, and public notice of the proposed retail cannabis use was provided to owners and tenants within a 600-foot radius of the project site, the site was posted with a highly visible notice, of a minimum four foot by eight foot in size mounted on a freestanding sign or posted on the building frontage, 10 days before the scheduled public hearing date, and a Legal notice was published in the Woodland Daily Democrat at least ten days before the public hearing date.

6. *The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location.*

There are no cannabis uses located or proposed to be located within 1,000 feet of the proposed location at 825 East Street Suites 102 and 103.

7. *The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area.*

At this time, there is no overconcentration of cannabis uses.

8. *The background and history of the applicant, including the experience and qualifications of the applicant and those persons involved in the management, oversight, and day-to-day operations of the proposed use, the professional training and certifications of the applicant and/or persons involved in the management, oversight and day to day operations of the proposed use, and the nature and extent of the problems on any premises where the applicant has operated a cannabis business in the past.*

Embarc Woodland has an experienced team and a well-considered and documented business plan that appear to be potentially successful with an identified supply line.

Embarc Woodland's management team includes the following:

### **Jim Hilliard - Local Owner & Chair of Community Advisory Board**

Experience:

- 48 years of experience as a licensed insurance agent and is a second generation State Farm agent
- Distinguished member of the Woodland Chamber of Commerce for over 35 years and served as President in 1994 and 2010.
- His insurance agency has been awarded both the Business of the Year and Member of the Year recognition by the Chamber of Commerce in the past.
- Served on the City of Woodland City Council 2012-2016, including terms as Mayor.
- Chair of Board of Directors for the Woodland Recreation Foundation
- Past President and current member of the Woodland Sunrise Rotary Club
- Past Chairman of the Red Cross of Yolo County Association of Realtors
- Former member of the Woodland Davis Clean Water Agency
- Former Springlake Fire Commissioner

- Contributor and Volunteer to many local non-profits based in the community, including the Epicurean Esprit for the Elderly Nutrition Program and the Woodland Christmas Parade.

### **Josh Hilliard - Local Owner & Community Designee**

#### **Experience:**

- Served as City of Woodland Firefighter from 2001-2022 and held the rank of Captain upon retirement in 2022.
- Volunteered for Hurricane Katrina relief efforts in Louisiana for over a month.
- Served as Vice President of the Board for F.I.R.E. from 2015-2022.
- Involved with the Woodland Chamber of Commerce for many years. He was awarded member of the year in 2013, served as second Vice President in 2019, and first Vice President in 2021.
- Currently Co-Chair of the Chamber of Commerce Holiday Parade Committee.
- During his time as a Firefighter, he spoke to children about his career at the 2019 Woodland planning committee for the City's 150th anniversary celebration.
- Currently serves as Production Manager at the Woodland Opera House and received Lou Anderson Tech Crew Award at their Annual Chesley Awards in 2022 for his work.

### **Lauren Carpenter - Owner & Chief Executive Officer**

#### **Experience:**

- 5 years of cannabis experience
- 15 years of private sector leadership experience in highly regulated industries, including energy, education, technology, food and alcohol, and retail.
- Served as Director of Government Affairs for Western States for MedMen.
- Served as Chief Strategy Officer for Los Angeles-based cannabis retailer Sweet Flower.
- Serves in a variety of mentorship capacities for women working in the cannabis industry.
- Co-founded Embarc Events the leading concessionaire for integrating onsite cannabis sales and consumption into live events.

### **Dustin Moore - Owner & Chief Compliance Officer**

#### **Experience:**

- 10 years of Cannabis Regulatory Experience
- 6 years of Cannabis Operational Experience
- Campaign Manager for Proposition 64
- Work with local, state, national and international jurisdictions to assist in developing and implementing their regulatory and licensing programs, including in Canada, Mexico and municipalities throughout California.
- 5 years of policy development
- founding partner at Axiom Advisors, the State's leading strategic consulting firm providing business and compliance services to professional cannabis associations.
- Served as the volunteer Executive Director of the International Cannabis Farmers Association

- Alongside Lauren Carpenter, Dustin co-founded Embarc Events, the leading concessionaire responsible for integrating onsite cannabis sales and consumption into live events.

### **Jason Pitts - President of Retail Operations**

Experience:

- 5 years of Cannabis Experience
- 20 years of national and international experience in supply chain and operations with established global brands and start-up companies in emerging industries.
- Served as Vice President of Buying and Inventory Management at HERBL Solutions, California's largest full-service cannabis distributor.
- Created and led HERBL's retail solutions division, providing inventory management, assortment planning, business analysis, and space planning consulting services to licensed cannabis retailers.
- As President of Retail Operations at Embarc, oversees nearly 150 retail employees and drives results through his expertise in retail solutions and inventory management.

### **Eric Lightman - General Counsel**

Experience:

- Serves as General Counsel for Embarc's growing footprint
- Served as Vice President of Legal and General Counsel at the Shryne Group where he developed and scaled legal, operational, and risk management infrastructure for one of the nation's leading cannabis brands.
- Oversees, legal, risk management, and regulatory affairs for Embarc.
- Developed and scaled legal, operational, and risk management infrastructure as Vice President of Legal and General Counsel at the Shryne Group.
- Supported the growth of Shryne from a single store in Los Angeles to the largest vertically integrated cannabis company in California with 20+ stores, 100+ cultivation licenses, and a staff of nearly 3,000 employees.

### **Courtney Zalewski - President of Brand & Marketing**

Experience:

- 9 years of Cannabis Experience
- President of Brand and Marketing at Embarc
- Co-founder and managing partner of The Cannabis Cafe
- Former Vice President of Product and Design at Lowell Herb Co.
- Co-founder and owner of a creative studio dedicated to the cannabis industry, working with several top-selling brands in the State and country, advising on brand development, strategy, marking, packaging, and product development.

### **Terri Gilles - President of Development**

Experience:

- 5 years of Cannabis Experience

- As President of Development at Embarc, Terri oversees the development and execution of all Embarc dispensaries.
- Prior to Embarc, Terri served as Chief Operating Officer at Sweet Flower, a Los Angeles-based cannabis retailer.

### **Kevin Schmidt - Head of Regulatory Affairs**

Experience:

- 10 years of Cannabis Policy Experience
- 5 years of Cannabis Operational Experience
- Served for five years as Policy Director for then-Lieutenant Governor Gavin Newsom, spearheading the Blue Ribbon Commission on Cannabis and serving as a senior advisor to the Proposition 64 campaign.
- Founding partner of Axiom Advisors.

### **Devon Wardlow - Vice President of Public Affairs**

Experience:

- 5 years of Cannabis Experience
- Over a decade of public affairs experience at federal and local levels to her role at Embarc.
- Served in the Obama Administration's White House Business Council.
- Served as Director of Public Affairs for Coastal Dispensary
- Served as Santa Barbara City Planning Commissioner

### **Alex Mazza - Vice President of Finance**

Experience:

- 4 years of Cannabis Experience
- Former Vice President of Strategy and Planning at Lowell Farms
- Served as Director of Corporate Development at Acreage Holdings

### **Ivy Merriman - Director of Partnerships & Procurement**

Experience:

- 10 years of Cannabis Experience
- Previously worked for cannabis brands Brite Labs, Friendly Farms, and Urbana.

*9. Whether there is a history of police or crime-related problems in the area of the proposed location which may be exacerbated by establishment of the proposed cannabis use.*

There is no history of police or crime-related problems in the area of the proposed location which may be exacerbated by the establishment of the proposed cannabis use.

*10. Whether the proposed license would enhance recreational or entertainment opportunities in the area.*

Currently, Woodland residents and visitors do not have the opportunity to purchase cannabis products locally and instead rely on delivery services from neighboring counties and cities.

Establishing storefront retailers in Woodland will provide an amenity that does not presently exist in the City.

### **Cannabis Business Permit Review – Municipal Code Section 5.28**

The Cannabis Business Permit provides for the review of operational features for each cannabis business entity and is required in addition to a business license. A Cannabis Business Permit is required before initial operation and requires annual review. Before issuance of the Cannabis Business Permit, fees must be paid, and a Conditional Use Permit and final Operating Agreement authorized. The Cannabis Business Permit is approved by the Community Development Director. Operating details including a Security Plan, Lighting Plan, Community Benefit Plan, Social Responsibility, and Local Enterprise Plan, as well as an Operating Agreement and Indemnification statement, are required as part of the Cannabis Business Permit review. Some of these items have been provided as part of the Conditional Use Permit review and are included as attachments.

### **Revocation of Permit**

In the event of a violation of the terms and conditions of a retail cannabis business permit, the City may take various enforcement actions as provided under City Code Section 5.28.090 - Violations. These actions may include fines, penalties, suspension, or revocation of the permit.

### **Environmental Assessment Status**

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 2,830 square feet of space within an existing building that has previously been occupied by commercial uses similar to the proposed project.

### **Public Notification**

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on January 25, 2025, eleven days prior to the public hearing.
- Notices were mailed to all property owners and tenants within a minimum of 600 feet of the project site on January 24, 2025.
- Pursuant to City of Woodland Municipal Code Section 17.110.100.D., the site was posted with a highly visible notice, of a minimum four foot by eight foot in size mounted on a freestanding sign or posted on the building frontage, 10 days prior to the scheduled public hearing date on February 4, 2025.

### **Reviewing Agency Comments**

The project has been circulated to other city divisions and departments for review as well as to agencies outside the City of Woodland who have interest in the application including, Waste Management and Yolo County. All reviewing agency comments have been integrated into the conditions of approval.



**Conclusion:**

Staff recommends the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 categorical exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgment of the City as lead agency under CEQA; 4) Adopt Resolution No. \_\_\_\_\_ approving a Conditional Use Permit for a storefront retail cannabis dispensary at 825 East Street. Ste. 102-103 in the City's Corridor Mixed Use - East Street zone conditioned upon approval of the appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. \_\_\_\_\_ approving an Operating Agreement between Embarc Woodland and the City of Woodland for a cannabis retail business and Cannabis Business Permit located in the City of Woodland.

Prepared by: Anna Canales, Assistant Planner

Reviewed by: Erika Bumgardner, Deputy Director of Community Development



Ken Hiatt  
City Manager

**Attachments:**

1. Proposed Resolution - Embarc Woodland CUP and Conditions of Approval
2. Proposed Resolution - Embarc Woodland Operating Agreement
3. Redacted Project Application
4. Site Plan
5. Neighborhood Compatibility Plan
6. Odor Control Plan
7. Resolution PC 25-01
8. Qualifications of Owners

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING  
A CONDITIONAL USE PERMIT AND OPERATING AGREEMENT FOR A  
STOREFRONT RETAIL CANNABIS DISPENSARY AT 825 EAST STREET, STE. 102  
AND 103 WITHIN THE CITY CORRIDOR MIXED USE-EAST STREET ZONE  
CONDITIONED UPON APPROVAL OF THE APPROPRIATE CANNABIS BUSINESS  
PERMIT AND THE RECOMMENDED CONDITIONS OF APPROVAL**

**WHEREAS**, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

**WHEREAS**, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

**WHEREAS**, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

**WHEREAS**, the City received a total of 12 proposals in response to the request for applications; and

**WHEREAS**, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

**WHEREAS**, after an initial review of the proposals, the Proposal Review Committee met July 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

**WHEREAS**, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

**WHEREAS**, the Proposal Review Committee ranked Embarc Woodland as 5 out of 12, with a score of 92.13%, and as the fifth-ranking applicant in that process, Embarc Woodland's application

has been invited to advance to the next stage of review due to the recent withdrawal of an application by one of the top four selected applicants; and

**WHEREAS**, the City of Woodland City Council hereby finds that the proposed cannabis retailer use to be located at 825 East Street, Ste. 102 and 103 (“Site”), as set forth in Planning Application No. PLNG 24-00059 submitted by business applicant Embarc Woodland (“Applicant”), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

**WHEREAS**, On January 16, 2025, the Planning Commission held a duly noticed public hearing concerning the proposed cannabis retailer use to be located at 825 East Street, Ste. 102 and 103 as set forth in Planning Application No. PLNG 24-00059. After the hearing, the Planning Commission recommended 5 to 0 (two absences) City Council approve the Conditional Use Permit and Operating Agreement for Retail Commercial Cannabis land use as proposed; and

**WHEREAS**, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the City Council of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

**WHEREAS**, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the City Council public hearing date; and

**WHEREAS**, the City Council held a duly-noticed public hearing on January 16, 2025, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, hereby recommends to the Woodland City Council: 1) Approval of a Conditional Use Permit for a cannabis retail use located at 825 East Street, Ste. 102 and 103, as set forth in Planning Application No. PLNG 24-00059, prepared by Embarc Woodland; and 4) Approval of an Operating Agreement between the City of Woodland and Embarc Woodland, as follows and based on the following findings:

**SECTION 1.** Recitals. The City of Woodland City Council hereby adopts the above recitals as true and correct findings of the City of Woodland City Council and incorporates them into this Resolution by this reference.

**SECTION 2.** Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 825 East Street, Ste. 102 and 103, as set forth in Planning Application No. PLNG 24-00059, the City of Woodland City Council hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.
- 5) The proposed project is categorically exempt from further environmental review pursuant to CEQA sections 15301 and 15303 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities where retail cannabis dispensing is a conditionally permitted use.
- 6) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland City Council has considered all relevant evidence regarding the Site and the Applicant’s proposed use, and finds that Applicant’s proposed cannabis retailer use at the Site satisfies those considerations, as follows:
  - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland City Council has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland City Council finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant’s use at the proposed location.
  - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland City Council has considered all evidence and testimony relevant to the Applicant’s proposed use and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Corridor Mixed Use – East Street zone and not adjacent to sensitive uses; and therefore, will not result in negative impacts on existing uses in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be

detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.

- c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland City Council finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently available to the surrounding area and will bring retail activity to the proposed location.
- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland City Council finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland City Council has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland City Council has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland City Council further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland City Council further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland City Council has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland City Council has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland City Council is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.
- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland City Council finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland City Council, therefore, finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community. These findings are further established and incorporated into the project approval, attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 3.** Approval. In accordance with the City of Woodland City Council findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland City Council hereby recommends that the City Council approve Planning Application Number PLNG 24-00059 for the issuance of a Retail Cannabis Conditional Use Permit to Embarc Woodland for the proposed cannabis retailer use at 825 East Street, Ste. 102 and 103. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all of the findings and conditions of approval specified in Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

**PASSED, APPROVED, AND ADOPTED,** by the City Council of the City of Woodland at a regular meeting held on the 4<sup>th</sup> day of February 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

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Sarah Lansburgh, CMC, City Clerk

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Ethan Walsh, City Attorney

## EXHIBIT A

### Conditions of Approval PLNG 24- 00059

**Address: 825 East Street, Suites 102-103**  
**Cannabis Business: Embarc Woodland**

#### Conditions of Approval *General Conditions*

1. **Approval.** Planning Application # PLNG 24-00059, submitted by Applicant Embarc Woodland for the proposed cannabis business “Embarc Woodland” is approved to permit storefront and delivery retail sales of cannabis and cannabis products, and, in a building size of approximately 2,830 square feet located at 825 East Street, Suites 102-103 and with hours of operation of Monday - Sunday 9 am - 9 pm.
2. **Substantial Conformance.** The use shall be implemented in substantial conformance with the Conditional Use Permit (Planning Application: PLNG 24-00059) as approved by the City Council, and subject to all applicable provisions of Woodland Municipal Code Section 5.28, Commercial Cannabis Business Permits, and Section 7.84.120, Commercial Cannabis Businesses, except as modified herein. Prior to issuance of a Cannabis Business Permit and, if applicable, Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the city. Changes in the use or an increase in the intensity or size of operation may require approval of a new use permit or a modification to the existing use permit.
3. **Regulatory Permit.** The approval of the Conditional Use Permit and commencement of business operations shall be contingent upon the applicant submitting a Cannabis Business Permit application and all of the materials and documentation required by Woodland Municipal Code Chapter 5.28.180, Applications for Cannabis Business Permits, to the Community Development Director for review and approval. Applicants shall obtain and maintain at all times a valid Cannabis Business Permit including approval of an Operating Agreement, prior to occupancy of the building and continuing at all times that the business is in operation, including payment of all required fees for application review. The Cannabis Business Permit shall be timely renewed and maintained in accordance with the applicable procedures set forth in Woodland Municipal Code Chapter 5.28 as a condition of continuing the retailer use under the approved conditional use permit.

All requirements, terms and conditions of the Cannabis Business Permit, Operating Agreement, and applicable state license(s) shall be considered conditions of this conditional use permit. Failure to comply with all applicable state and local laws and ordinances, the Cannabis Business Permit, Operating Agreement, and/or applicable state license(s) shall be deemed a violation of the conditional use permit and may result in revocation of the use permit.



4. **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 or 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 defense of the matter by the City Attorney.
5. **Other Permits and Licenses.** The applicant shall obtain all other permits and licenses required by the City for the use, including a Cannabis Business Permit pursuant to Woodland Municipal Code Chapter 5.28, and any other City permits required for retail cannabis uses prior to occupancy of the building and operation of the business, and shall pay all required fees in the amount currently established as applicable, or in the amount to be adopted by City Council. All cannabis businesses must, prior to establishing and operating any such cannabis business, obtain and maintain at all times a valid license issued by the State, as may be applicable, and any other applicable local or regulatory licenses.
6. **Building and Fire Requirements.** Prior to occupancy and/or issuance of a Cannabis Business Permit, applicant shall comply with all applicable Building and Fire requirements to the satisfaction of the Building Official and the Fire Marshall. The applicant shall obtain all necessary and appropriate permits for the project prior to occupancy, including but not limited to building and encroachment permits, and pay all required fees.
7. **Runs with the Land.** The terms and conditions of approval of the conditional use permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors, and assignees of the property owner. Where a conditional use has abandoned the site or has ceased activity for a period of six (6) months, expressly including due to the failure to obtain or maintain other necessary regulatory licenses and permits to operate the business, the approved conditional use permit may be subject to revocation for non-use. Under these circumstances, and if such non-use results in revocation of the conditional use, a new application for a conditional use permit must be processed per the requirements of the City's then-existing zoning ordinance.
8. **Permit Expiration.** The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Woodland Municipal Code Section 17.96.130, Expiration and Extension). A permit for use of a building or a property is exercised when a valid City business license, Cannabis Business Permit, and all necessary permits have been issued, and the permitted use has commenced on the site in accordance with applicable conditions of approval contained herein.
9. **Other Applicable Requirements.** The project approval is subject to all applicable requirements of the Federal, State, City of Woodland and any other affected governmental agencies. Approval of this request shall not waive compliance with all sections of the Municipal Code, all other applicable Federal, State and City Ordinances, and applicable Community or Specific Plans or Design Guidelines in effect at the time of building permit issuance. The duty of inquiry as to such requirements shall be upon the applicant.
10. **Compliance with Conditions.** Prior to any use of the project site, all Conditions of Approval shall be completed to the satisfaction of the Community Development, Police, and Fire Departments. In the



event that any of the conditions of this permit are not satisfied, the Community Development Director may request a public hearing be set before the Planning Commission to determine whether the Conditional Use Permit should be revoked. Additionally, upon showing of a compelling public necessity demonstrated at a noticed public hearing, the City of Woodland, acting through the appropriate entity, may add, amend, or delete conditions of this permit.

11. **Violations.** Upon receipt of a Cannabis Business Permit the applicant shall be subject to provisions relating to violations contained in Municipal Code Section 5.28.090, or as may be amended.
12. **Environmental Recording Fee.** Applicant shall provide the Community Development Department with a check for the sum of \$50 made out to Yolo County to record the CEQA environmental document (Notice of Exemption) with the County.
13. **Applicant's Responsibility to Inform.** The applicant shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in 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.

### ***Planning Conditions***

14. **Education.** The cannabis retailer shall provide information or disclaimers to all customers regarding the effects of cannabis consumption and legal consequences of consumption or possession under federal law, in a form approved by the City.
15. **Parking.** The project shall provide and maintain the number of on-site parking spaces consistent with the requirements of Section 17.68 of the Woodland Municipal Code, based on gross square footage of retail use, consistent with City standards unless otherwise approved by the Community Development Director.
16. **Bicycle Parking.** The project shall provide bicycle parking, consistent with the requirements of Section 17.68.070 of the Woodland Municipal Code. The location of the racks and locking mechanism details shall be subject to review and approval by the Community Development Department prior to issuance of permits. Bicycle parking shall be installed prior to occupancy.
17. **Signage.** Signage shall require a Sign Permit subject to approval by the Community Development Department in compliance with Woodland Municipal Code Section 17.100.140, Sign Permits - Permanent Signs, and may require a Building permit prior to installation.
18. **Trash Maintenance.** The site shall be kept free of trash or debris at all times. Graffiti or any other type of vandalism shall be removed or otherwise remediated within 72 hours of occurrence.
19. **Landscape.** All existing landscape planter areas shall be maintained per City Standards. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.
20. A storefront cannabis dispensary permittee shall not allow cannabis, cannabis products, or cannabis accessories on the dispensary site to be visible from the public right of way, the unsecured areas surrounding the buildings on the site, or the site's main entrance and lobby.

21. No storefront cannabis dispensary shall grow or cultivate cannabis, except for immature nursery stock cannabis plants, on the dispensary site.

### ***Building Conditions***

The following comments are from the City of Woodland Building Division and are applicable to the referenced project:

22. This project must meet all criteria and mandates for these City adopted codes or the most current code:
  - a. 2022 California Building Code
  - b. 2022 California Plumbing Code
  - c. 2022 California Mechanical Code
  - d. 2022 California Electrical Code
  - e. 2022 Building Energy Efficiency Standards
  - f. 2022 California Green Building Code
  - g. The Code of the City of Woodland
23. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
24. Recycle plan is required at time of permit issuance along with a \$1000 deposit.
25. Prior to any demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
26. 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.
27. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
28. 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.

### ***Fire Conditions***

The following comments are from the City of Woodland Fire Department and are applicable to the referenced project:

29. Project Condition. Prior to permit approval to install gates or barriers: The installation of perimeter fencing, gates, or obstacles that obstruct fire apparatus access roads shall require a separate plan submittal, review, and approval by the Woodland Fire Department prior to installation.
30. Advisory: An operational permit for a Cannabis dispensary will be required. The permit(s) will cost \$342.00 and be billed at the time of the fire inspection.

31. Advisory: Addressing and suite numbers shall be readily visible, contrasting in color to the background.
32. Project Condition. Prior to permit approval: Tennant improvement plans shall be submitted to the City of Woodland Building and Fire Department for review and approval due to the interior remodel of the space.
33. Advisory: Please be aware that, at a minimum or as applicable, the following items will be inspected, tested, or reviewed at the time of inspection.
  - Existing exit signs and emergency lighting shall be in good working order and capable of supplying illumination for not less than 90 mins. Testing records are required. Test to be conducted at fire inspection.
  - New and existing fire extinguishers shall be current and labeled with a State Fire Marshal-approved service label.
  - Existing exits, exit doors, and door hardware are not obstructed, are in good working order, and shall meet the minimum requirements of the CFC.
  - Housekeeping shall be orderly, and storage shall be stored in an approved manner per the CFC.
  - All electrical and cords shall comply with the CFC.
  - All electrical panels shall have a minimum 36-inch clearance before the panel.
  - Verify that the address and suite numbers are visible from the assigned street.
  - Verify fire lanes are marked.
  - Verify all landscaping is three feet away from fire department equipment.
  - Verify that fire department equipment is painted, marked, labeled, and secured as applicable.
  - Existing walls and ceilings are free from holes that would lead to fire extension.
  - Verify Knox Box keys.

### ***Police Conditions***

The following comments are from the City of Woodland Police Department and are applicable to the referenced project:

34. Security personnel shall be on site twenty-four hours a day or alternative security as authorized by the city manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his/her designee (s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the chief of police.
35. Security Plan. Prior to issuance of a Business Cannabis Permit, applicant shall submit a final Security Plan and Lighting Plan pursuant to Woodland Municipal Code Section 5.28.260, Cannabis Business Site Security, for review and approval by the Police Chief and Community Development Director. Photometric data may be required to indicate that parking and public areas are equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area or public/employee exterior access ways. Photometric data must also confirm the absence of “hot spots” or areas of ten (10) foot-candle of illumination per square foot or more.

***Engineering and Public Works Conditions***

The following comments are from the City of Woodland Engineering Division and Public Works Department and are applicable to the referenced project:

General Conditions

36. Install sewer cleanout on existing sewer lateral located on E. Gum Avenue.
37. Install backflow protection devices on existing water service located on E. Gum Avenue for the property. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WOODLAND APPROVING AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN OPERATING AGREEMENT WITH  
EMBARC WOODLAND, FOR A CANNABIS RETAIL FACILITY LOCATED  
AT 825 EAST STREET, STE. 102 AND 103, WOODLAND, CA 95776**

**WHEREAS**, the applicant, Embarc Woodland, submitted a Conditional Use Permit application to operate a Retail Cannabis Facility (“Cannabis Business”) in a commercial tenant space of 2,830 square feet in an existing shopping center located at 825 East Street, Ste. 102 and 103 (“Subject Property”) and with hours of operation of Monday – Sunday 9 am – 9 pm; and

**WHEREAS**, the City Council, following a Planning Commission recommendation to approve the use, approved granting a Conditional Use Permit to the Cannabis Business to conduct commercial cannabis activities at the Subject Property, subject to conditions of approval and contingent on issuance of a cannabis business permit, state license(s) and execution of an Operating Agreement; and

**WHEREAS**, Woodland Municipal Code Chapter 5.28 provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

**WHEREAS**, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

**WHEREAS**, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community; and

**WHEREAS**, the proposed Operating Agreement additionally addresses other mutually agreeable terms and conditions regarding operation of the Cannabis Business, including minimum insurance requirements, security procedures, and indemnification.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

**SECTION 1.** The City Council adopts the findings above as true and correct.

**SECTION 2.** The City Council hereby approves of an Operating Agreement between the City and Embarc Woodland generally consistent with the terms and conditions provided in the Operating Agreement attached hereto as Attachment 1.

**SECTION 3.** The City Manager, or his or her designee, is authorized to execute an Operating Agreement in substantially the form provided in Attachment 1, subject to any minor, technical, non-substantive or necessary changes approved by the City Attorney, and any other supporting documents necessary to execute the Operating Agreement. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement, provided the total payment amount under the Agreement does not change.

**SECTION 4.** The Operating Agreement shall be executed prior to issuance of a Cannabis Business Permit.

**PASSED, APPROVED, AND ADOPTED,** by the City Council of the City of Woodland at a regular meeting held on the 4<sup>th</sup> day of February 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah Lansburgh, CMC, City Clerk

\_\_\_\_\_  
Ethan Walsh, City Attorney

## **EXHIBIT A**

### **OPERATING AGREEMENT FOR A CANNABIS RETAIL BUSINESS AND PRELIMINARY CANNABIS BUSINESS PERMIT LOCATED IN THE CITY OF WOODLAND**

**EMBARC WOODLAND  
825 EAST STREET, SUITES 102-103, WOODLAND, CA 95776**

This Operating Agreement for a Cannabis Business (hereinafter “Agreement”), dated \_\_\_\_\_, 2024, (“Effective Date”), is entered into by and between the City of Woodland (the “City”), a California municipal corporation, and Embarc Woodland, a cannabis retail facility (“Cannabis Business”). The City and Cannabis Business may be referred to herein individually as a “Party” and collectively as the “Parties.”

#### **RECITALS**

**WHEREAS**, On June 21, 2022, the City Council of the City of Woodland approved Ordinance Nos. 1685 and 1686 to allow consideration for up to four retail cannabis businesses within the City of Woodland.

**WHEREAS**, on February 27, 2023, the City of Woodland opened a competitive application review process for preliminary cannabis business permit applications, which closed on April 5, 2023. A total of 12 Preliminary Cannabis Business Permit applications were received.

**WHEREAS**, after conducting a complete, thorough, and objective review in consideration of all applications, the four top scoring applications were selected to continue through the final application review process, including the approval of an operating agreement to memorialize the requirements as provided for in the regulations governing commercial cannabis retail permits, Chapter 17.84.120 and 5.28 of the Woodland Municipal code, as well as statements and agreements provided in the application materials and as part of the interview process; and

**WHEREAS**, the Proposal Review Committee ranked Embarc Woodland as 5 out of 12, with a score of 92.13%, and as the fifth-ranking applicant in that process, Embarc Woodland’s application has been invited to advance to the next stage of review due to the recent withdrawal of an application by one of the top four selected applicants; and

**WHEREAS**, Cannabis Business has applied for and received a Conditional Use Permit concurrently with the approval of this Agreement for the operation of a retail cannabis business at 825 East Street, Suite 102-103, Woodland California, as more specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “**Subject Property**”).

**WHEREAS**, Section 5.28.180(A)(9) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

**WHEREAS**, the City Council of the City of Woodland has determined that there may be both community benefit and potential adverse impacts that may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset through the requirement for community benefits the businesses provide to the City and its residents; and

**WHEREAS**, the Cannabis Business and the City have mutually agreed to certain minimum payments or actions to the City of Woodland to provide for community support projects, programs, and other services and activities that will positively contribute to the community and minimize any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions, and covenants set forth herein, the Parties agree as follows:

### **AGREEMENT**

**1. Incorporation of Recitals.** The Recitals, and all defined terms set forth in this Agreement, are hereby incorporated into this Agreement as if set forth herein in full.

**2. Definitions.** The following terms shall have the following meanings for purposes of this Agreement, but other terms may be defined elsewhere in this Agreement.

- A. “Assignment” means: (i) a sale, exchange or other transfer of this Agreement, the Cannabis Business’s rights hereunder, or substantially all of the Cannabis Business’s assets dedicated to operation of the retail cannabis business under this Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Cannabis Business; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Cannabis Business or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Cannabis Business; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, provided that the effect of such occurrence is to change control of Company or responsibility for this Agreement to an entity that is not controlled by Company’s ultimate parent entity (as defined on the Effective Date of this Agreement in 16 CFR § 801.1(a)(3)).
- B. “Cannabis business permit” means the regulatory permit issued by the City to the Cannabis Business pursuant to the provisions of Chapter 5.28 of the Woodland Municipal Code.
- C. Cannabis retailer” means a premises permanently located in the City licensed by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale, as permitted by Chapter 17.84.120 of the Woodland Municipal Code.



- D. "City" means the City of Woodland.
- E. "City Permits" means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, including the Cannabis Business Permit, licenses, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for the Cannabis Business to operate in accordance with this Agreement.
- F. "Commencement Date" means the date that all of the following have occurred: (1) the City has issued all necessary City Permits; (2) the Cannabis Business has obtained all necessary State Licenses to operate; and (3) the Cannabis Business has obtained a certificate of occupancy.
- G. "Community Development Director" means the Community Development Director and his or her designee.
- H. "Conditional Use Permit" means the conditional use permit issued by the City to the Cannabis Business pursuant to Chapter 17.100.100 of the Woodland Municipal Code.
- I. "Effective Date" means the date first entered above as the Effective Date that both Parties have signed this Agreement.
- J. "Gross Receipts" means the total amount actually received or receivable from sales and the total amounts actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, all cost of materials used, labor or service costs, interest paid or losses or other expenses. The following shall not be included in the definition of "Gross Receipts: (1) Cash discounts allowed and taken on sales; (2) Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit; and (3) Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded.
- K. "Manager" means a person with responsibility and authority over the establishment, management, supervision, or oversight of the operation of the Cannabis Business.
- L. "State License" means all licenses required to be issued by the State of California for operation of the Cannabis Business pursuant to Division 10 of the Business and Professions Code and applicable state regulations, including Division 42 of Title 16, Division 8 of Title 3, and Division 1 of Title 17 of the California Code of Regulations, as those provisions may be amended.
- M. "Subject Property" means that certain property located at 825 East Street, Suites 102-103 Woodland California, as more specifically described in Exhibit "A", attached

hereto an incorporated herein by this reference, which is the location of the Cannabis Business's retail cannabis business.

- N. "Term" means the period of time this Agreement is in effect, and any renewal periods, as specified in Section 3.

**3. Term of Agreement.** The Term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years therefrom ("Initial Term"), unless earlier terminated as specified in this Agreement. Prior to the expiration of the Initial Term and any subsequent Renewal Period, the Parties may mutually agree to extend the Term of this Agreement for up to two (2) additional two-year (2-year) terms to run consecutively (each a "Renewal Period").

**4. General Terms and Conditions.** The Cannabis Business shall comply with all of the following terms and conditions for the Term of this Agreement:

- A. This Agreement is only valid for the Cannabis Business at the Subject Property identified in this Agreement. An assignment of this Agreement or any interest herein by the Cannabis Business is not permitted unless consented to in advance in writing by the City, which consent may be conditioned, granted or withheld in City's sole and absolute discretion.
- B. The applicant shall apply for and receive approval for a final Cannabis Business Permit and all other required City permits, such as building permits, including receipt of a Certificate of Occupancy, prior to commencement of operations.
  - i. Submission of Complete Tenant Improvement Plans: The applicant shall submit a complete submittal to the City Building Division for all applicable tenant improvements within three (3) months following the Effective Date of this agreement. The submission must include all necessary documentation, plans, and approvals required by the City to ensure compliance with applicable codes and regulations.
  - ii. Commencement of Construction: All construction related to the applicable building permits must commence within six (6) months of the Effective Date of this agreement. Failure to meet these timelines will result in the termination of the Operating Agreement.
- C. Any conditions placed on the Cannabis Business Permit and the Conditional Use Permit are hereby incorporated as conditions of this Agreement. Violations of the Cannabis Business Permit, the Conditional Use Permit and/or applicable State Licenses shall be deemed violations of this Agreement and shall constitute a material breach of this Agreement.
- D. The applicant shall commence operation of the cannabis business within 12 months of the approval date of the CUP consistent with Section 17.96.130 of the Woodland Municipal Code, or the City will withdraw the preliminary business permit award and this agreement shall be null and void.

- E. The Cannabis Business shall obtain and maintain at all times a valid Cannabis Business Permit, Conditional Use Permit, and applicable State License(s) prior to and during operation of the Cannabis Business.
  - i. As soon as practicable, the Cannabis Business shall inform the City when it obtains its necessary State License(s), and shall provide a copy of the State License(s) to the Community Development Director. The City shall cooperate with the Cannabis Business as appropriate and as needed to facilitate the State's issuance of a State License(s) to the Cannabis Business.
  - ii. The City shall diligently process the Cannabis Business's applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; nor does this Agreement constrain the City's discretion to determine compliance with all requirements regarding issuance of any City Permits. Nothing in this Agreement relieves the Cannabis Business of the obligation to comply with all requirements and application procedures set forth in Chapter 5.28 and Section 17.84.120 of the Woodland Municipal Code.
- F. The Cannabis Business understands, acknowledges and agrees to comply with all applicable then-existing state and local laws and regulations applicable to operation of the Cannabis Business, including Chapter 5.28 of the Woodland Municipal Code.

**5. Operational Requirements.** In addition to all operating requirements set forth in Article IV of Chapter 5.28 of the Woodland Municipal Code, the Cannabis Business shall comply with the following specific operational requirements:

- A. The Cannabis Business shall immediately notify the City Police Department of any criminal activity, or suspected criminal activity, occurring at the Subject Property. In the event of any internal security system breach, including a faulty alarm system, broken or damaged surveillance cameras or other video recording equipment, or broken or damaged locks, doors, or lighting which may increase risk of criminal activity at the Subject Property, the Manager of the Cannabis Business shall notify the City Police Department as soon as practicable after becoming aware of the security system breach. The Cannabis Business shall diligently attempt to fix or resolve any such security breach immediately; if circumstances require additional time and delay to remedy, the Cannabis Business shall so notify City police and provide an estimated timeline the breach will be cured.
- B. If the Cannabis Business receives any criminal threats, or otherwise suspects any criminal targeting related to movement of product or cash from or to the Subject Property, the Cannabis Business shall immediately notify the City Police Department.
- C. The City's Chief of Police, or his or her designee, may perform site inspections of the Cannabis Business during hours of operation, upon reasonable notice. The scope of the inspection shall be to ensure compliance with all conditions on the Cannabis Business, including compliance with state rules and regulations, such as but not limited to, track and trace requirements, product storage, labeling, and disposal of product, as well as

accounting, ledgers for distribution, and other records and operating procedures. Upon reasonable notice by the City, the Cannabis Business shall provide proof, including through visual observation and confirmation by City staff, of any storage, disposal or distribution of product as may be necessary to ensure business compliance. Should the City discover any evidence of falsification of records or other practices inconsistent with City or State requirements, the Cannabis Business shall, upon written notice from the City, immediately cease and desist operations until such time that the issues have been resolved, to the satisfaction of the City, in accordance with state and local regulations.

**6. Consideration.** As consideration for the rights and benefits it enjoys under this Agreement, including its operation of approved cannabis uses in the City during the Term, the Cannabis Business shall do all of the following:

- A. Tax Payment. The cannabis business shall pay the required ten (10%) percent tax as required per Woodland Municipal Code Chapter 3.36, Cannabis Business Tax.
  - i. Monthly Payments shall be calculated per calendar month, due and payable on the 15th day of the subsequent calendar month in accordance with Woodland Municipal Code Section 3.36(B). By way of example only, a Monthly Payment for the month of September would be calculated from September 1 through September 30, due and payable on October 15.
  - ii. If a Monthly Payment is not paid in full within fifteen (15) days after it is due and payable, penalties and interest shall accrue as set forth in Woodland Municipal Code Section 3.36.100.
  - iii. Monthly Payments shall be made to the City's Finance Department. In the event the Cannabis Business intends to pay a Monthly Payment in cash in an amount that exceeds \$5,000, the Cannabis Business shall notify the City in advance to make prior arrangements.
  - iv. Accompanying the Monthly Payment, the Cannabis Business shall deliver to the City a report ("the Monthly Report") showing (1) Gross Receipts of the Cannabis Business for the immediate prior month; 2) a cumulative total of all amounts of Gross Receipts received by the Cannabis Business to date for the calendar year, (3) a calculation of the Monthly Payment currently due to the City; and (4) a calculation of the cumulative total of all Monthly Payments made to the City to date for the calendar year.
- B. Community Benefits Plan. Pursuant to Section 5.28.180 (A)(6)(b), Exhibit "B" to this agreement, Community Benefit Plan, which is attached hereto and incorporated into this Agreement by this reference, describes the benefits the cannabis business has provided or will provide to the local community including direct aid, participation in, and commitment to funding the work of local nonprofits, community, civic, or social service based organizations, as well as the development of public outreach and education program related to risks of youth and drugs, and any other agreed upon

community benefit between the City and applicant. The Cannabis business shall comply with and implement that Community Benefit Plan as a requirement of this Agreement.

- i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis business shall submit a Community Benefits Plan Summary Report in which all activities in support of local community organizations or events as outlined in the Community Benefit Plan (Exhibit “B”), including the Community Benefit Payment, shall be identified, including the community service hours provided by the cannabis business (inclusive of staff service volunteer hours) in the year, and the Cannabis Business shall provide to City or its designee all appropriate receipts, payment verification and any other documentation requested by City as deemed necessary by City in its discretion to verify the Cannabis business’s compliance with the Community Benefit Plan.
- C. Social Policy and Local Enterprise Plan. Pursuant to Section 5.28.180(A)(6)(c), Exhibit “C” to this Agreement describes the Cannabis Business’s Social Policy and Local Enterprise Plan.
  - i. Each year, at the time of the annual Cannabis Business Permit review, the Cannabis Business shall submit an updated Social Responsibility and Local Enterprise Plan in which the employee benefits, workforce development actions, local hiring practices, and minimum employee wage paid are identified for the prior year.
    - i. Minimum agreed upon hourly wage (living wage). The Cannabis Business hereby agrees to provide a minimum hourly working wage in the amount of \$20.50 in total compensation as stated in Embarc Woodland’s application or as otherwise provided in a bona fide Collective Bargaining Agreement, for remainder of the calendar year following the Effective Date of this Agreement. The wages for employees of the Cannabis Business shall increase at the same rate as the state minimum wage.
- D. Cannabis Business agrees to abide by the requirements of Chapter 5.28 of the Woodland Municipal Code and any other operating terms and conditions as mutually agreed by the parties to ensure that the social policy and local enterprise plan commitments and community benefits derived from the proposed cannabis business adequately address potential adverse impacts stemming from the operation of the Cannabis Business.
- E. Records. The Cannabis Business shall keep accurate and adequate records and documentation to reflect its monthly gross receipts and information concerning required payments. Pursuant to section 5.28.340 of the Woodland Municipal Code, the Cannabis Business shall maintain all such records for at least three (3) years,

and shall produce those records to the City within 24 hours after receipt of the City's request.

**7. Termination.** The City and/or Cannabis Business may terminate this Agreement prior to expiration of the Term for the reasons and subject to the requirements set forth below. The Cannabis Business understands and acknowledges that the right to operate the Cannabis Business is expressly contingent on full execution of an Operating Agreement, as required by section 5.28.180(A)(9) of the Woodland Municipal Code. As such, termination of this Agreement shall result in the immediate termination of the Cannabis Business's operations, unless and until a new Operating Agreement is executed by the Parties

A. City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City provides written notice of termination to the Cannabis Business, if any of the following circumstances occurs:

- i. The Cannabis Business breaches its obligation to pay the Monthly Payments of the Cannabis business tax when due and fails to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of default.
- ii. The Cannabis Business breaches its obligation to perform in accordance with any material provision of this Agreement, other than the obligation to pay the Monthly Payment, and: (A) does not cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach. The Parties may mutually agree in writing to extend the time period to cure the breach. The express designation in this Agreement of a provision as "material" does not imply that other provisions are not material.
- iii. The Cannabis Business fails to obtain and maintain at all times prior to and during operation of the Cannabis Business a valid Cannabis Business Permit and State License(s) or violates any condition of approval of the Conditional Use Permit.
- iv. The uses and business activities of the Cannabis Business are declared unlawful by order of Court or become illegal by operation of State law.

B. Cannabis Business's Termination Rights. The Cannabis Business may, at any time and in its sole discretion, effective thirty (30) days after the Cannabis Business provides written notice of termination to the City, may terminate this Agreement if the Cannabis Business has permanently ceased operations, or intends to cease operations within thirty (30) days, in the City of Woodland.

**8. Release & Indemnification.** The Cannabis Business shall release and hold harmless the City, its agents, officers, elected officials, staff and employees (collectively, "City Parties") from

any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of Chapter 5.28 of the Woodland Municipal Code, or any provision of the Zoning Code relating to the Cannabis Business, and (ii) any arrest or prosecution of the Cannabis Business or its owners, Managers, staff, employees, or members for violation of state or federal laws. The Cannabis Business shall further defend, indemnify and hold harmless the City Parties from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from or related to the Cannabis Business operations at the Subject Property, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind, including bodily injury, death or property damage, arising out of the distribution of cannabis or cannabis products at the Subject Property. The obligations in this Section 8 Release & Indemnification shall survive any expiration or termination of this Agreement.

## **9. Insurance.**

A. Time for Compliance. The Cannabis Business shall not begin operations until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall constitute a material breach of this Agreement.

B. Types of Required Coverages. Without limiting the indemnity provisions of this Agreement, the Cannabis Business shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

- i. 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.

- ii. 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.
- iii. 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.

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.

C. Endorsements.

- i. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability shall be endorsed to provide the following:
  - a. Additional Insured. The City's 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. Applicability. That the coverage provided therein shall apply to the obligations assumed by the Cannabis Business under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- ii. The policy or policies of insurance required by this section for Workers' Compensation shall be endorsed, as follows:
  - a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City's indemnified parties.
  - b. 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.

- D. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City's 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.
- E. Evidence of Insurance. The Cannabis Business shall, concurrently with execution of this Agreement or as soon thereafter as may be authorized by the City, 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 canceled or reduced, the Cannabis Business 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.
- F. Failure to Maintain Coverage. The Cannabis Business 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.
- G. 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.
- H. Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Cannabis Business's policies, or the Cannabis Business shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured.

**10. Notice.** Any notice or other communication provided pursuant to this Agreement must be in writing and shall be considered properly given and effective only when mailed or delivered in the manner provided by this Section 11 to the persons identified below. A mailed notice or other communication shall be considered given and effective on the third day after it is deposited in the United States Mail (certified mail and return receipt requested). A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 11.

**If to the City:**

City of Woodland  
City Manager's Office  
300 First Street  
Woodland, California 95695  
Attention: Ken Hiatt

**If to Cannabis Business:**

Embarc Woodland  
440 N. Barranca Ave., #8433  
Covina, CA 91723  
Attention: Legal

**11. Force Majeure.**

- A. "Force Majeure Event" means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party's reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity's agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- B. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Cannabis Business is prevented or delayed because of a Force Majeure Event, then the time for performance shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

**12. Waiver.** A Party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party's breach of this Agreement shall not constitute a waiver of any performance, right, or remedy. A Party's waiver of the other Party's breach of any provision in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

**13. Relationship of Parties.** This Agreement does not create any employment relationship, ownership interest, or other association between the City and Cannabis Business. Nothing herein shall be construed to create the relationship of principal and agent, partnership or other joint venture between the City and Cannabis Business.

**14. Attorneys' Fees.** The Party prevailing in any litigation concerning this Agreement, the Subject Property, or the Cannabis Business operations, shall be entitled to an award by the court of reasonable attorneys' fees and litigation costs. If the City is the prevailing party, then this Section shall apply whether the City is represented in the litigation by the designated City Attorney or by outside counsel.

**15. Severability.** If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.

**16. Counterparts.** The parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which shall collectively constitute this same Agreement.

**17. Integration and Modification.** This Agreement sets forth the Parties' entire understanding and agreement regarding the matters addressed herein. This Agreement supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by written agreement signed by both Parties.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth on this Agreement.

**City of Woodland**

**Cannabis Business:  
Embarc Woodland**

By: \_\_\_\_\_  
Ken Hiatt, City Manager  
Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Dated: \_\_\_\_\_, 2025  
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2025

Approved as to Form

Woodland City Attorney

By: \_\_\_\_\_  
Ethan Walsh, City Attorney

## **EXHIBIT "A"**

### **DESCRIPTION OF SUBJECT PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of the North one-half of the Southwest quarter of section 33, Township 10 North, Range 2 East, M.D.B.&M., according to the Official Plat thereof, described as follows:

Beginning at a point which is located South  $00^{\circ}40'58''$  West a distance of 660.89 feet from the quarter corner common to sections 32 and 33, Township 10 North, Range 2 East, M.D.B. & M., as shown on Record of survey Recorded in Book 8 of Maps and surveys, at Page 124, Yolo County Records, California; thence from said point of beginning South  $89^{\circ}30'49''$  East 660.49 feet, more or less, to the Southwest corner of Fairway Estates subdivision Unit 1, as shown on the Map Recorded August 1, 1955, in Book 5 of Maps, at Page 25, thence North  $00^{\circ}38'55''$  East along the West line of said Fairway Estates subdivision Unit 1, 330.00 feet to a point; thence West 660.49 feet, more or less, to a point being situate South  $00^{\circ}40'58''$  West 330.89 feet from the quarter corner common to section 32 and 33, Township 10 North, Range 2 East, M.D.B.& M., thence South  $00^{\circ}40'58''$  West 330.00 feet to the point of beginning.

Excepting therefrom that portion thereof, described as follows:

Beginning at a point which is located South  $00^{\circ}40'58''$  West 660.89 feet from the quarter corner common to sections 32 and 33, Township 10 North, Range 2 East, M.D.B. & M., as shown on Record of survey Recorded in Book 8 of Maps and surveys, at Page 124; thence from said point of beginning South  $89^{\circ}30'49''$  East 155.00 feet; thence North  $00^{\circ}40'58''$  East 155.00 feet; thence North  $89^{\circ}30'49''$  West 155.00 feet; thence South  $00^{\circ}40'58''$  West 155.00 feet to the point of beginning.

APN: 066-111-028

## EXHIBIT “B”

### COMMUNITY BENEFIT PLAN

#### *Embarc Woodland*

##### **Community Benefit**

Embarc Woodland commits to allocate 1% of gross receipts to its Community Investment Fund in perpetuity, generating ongoing funding for local community organizations through the efforts and allocations of a designated Community Advisory Board consisting of community members local to Woodland. Funding areas of focus will include mentorship and job training for young adults, youth clubs, youth athletic activities, youth arts, prevention of juvenile crime, youth drug education and prevention programs, and supporting healthy and stable households.

##### **Community Support for Local Non-Profits and Organizations**

Embarc Woodland commits to contributing to community-based projects and with guidance from the City identifies local funding opportunities and commits to partnering with charities and non-profit organizations to support and fund projects through grants and volunteerism.

##### Embarc Woodland Plans to provide Further Benefits to the Local Community through commitment to:

- host educational panels, informational workshops, and non-profit partnership events as part of an ongoing community education and engagement effort.
- Prioritize outreach to Seniors.
- Creating a subcommittee at the Chamber of Commerce or a local cannabis industry association.
- Creating a neighborhood discount program by encouraging customers to dine, shop, and enjoy other businesses when in the area to visit Embarc Woodland.
- Create local business partnerships
- Embarc Woodland is committed to encouraging employees to participate in company-sponsored community activities.
- Embarc Woodland commits to compensating employees for up to ten (10) hours per month for volunteer work with designated organizations.

##### Public Outreach and Education Program Related to Risks to Youth of Exposure to Drugs:

Embarc Woodland commits to partnering with local government to create a comprehensive approach that reaches youth, families, schools, neighborhoods, and communities and reflects the diversity of the city. Embarc Woodland commits to establishing a public outreach and education program that is based on the following foundations:

- Prevention programs tailored to address risk specific to population or audience characteristics, such as age, gender, and ethnicity, to program effectiveness.
- Prevention programs aimed at general populations in key transition points (e.g. transition to middle school)

- Community transition programs reaching populations in multiple settings.
- Community prevention programs that combine two or more effective programs such as family-based programs combined with school-based programs.
- Employment of interactive techniques
- Teacher training that focuses on best practices in areas such as classroom management,
- The adaptation of programs that meet community needs

## **EXHIBIT “C”**

### **SOCIAL POLICY AND LOCAL ENTERPRISE PLAN**

#### **Local Hiring**

Embarc Woodland is committed to hiring all employees directly from the City of Woodland, starting with creating sixteen (16) jobs. The company is committed to target recruitment efforts on those living within a five-mile radius of the store. Embarc Woodland intends to develop and host a job fair with a variety of local and regional partners, including the United Food and Commercial Workers Union (UFCW). Potential partners for this include Woodland’s YoloWorks Career Center as well as organizations such as Woodland’s PRIDE industries, and YES! (Yolo Employment Services) to identify a diverse pool of potential employees.

#### **Employee Wages and Compensation**

Embarc Woodland is committed to offering a living wage starting at \$20.50 per hour, which may be higher based on experience, knowledge, and position, and employees will also be able to receive tips and gratuities.

Embarc Woodland is committed to providing employees with monthly volunteer hours with local non-profits. The company is committed to paying employees for each hour they participate in community service, up to forty (40) hours per year.

#### **Continuing Education**

Embarc Woodland is committed to paying all employees at their regular rate of pay for onboarding, initial training, mentorship/mentee hours, apprenticeships, approved educational courses, workforce development programs, job-specific skills coursework, and Flight School: Embarc’s Proprietary Education Hub (education and training platform) courses.

Embarc Woodland is committed to offering tuition assistance and a scholarship program for qualifying employees, as well as provide scholarships to local residents in coordination with local residents in coordination with local community colleges.

#### **Support for Local Enterprises**

Embarc Woodland commits to sourcing a minimum of 15% of products from local Woodland cannabis businesses.





### General Application Form

#### 1. OWNER/APPLICANT

**Property Owner:**  
Kings Group IX, LLC

**Mailing Address:**

**City State Zip Code:**

**Phone Number:**

**E-mail Address:**

**Project Applicant:**  
Dustin Moore

**Mailing Address:**

**City State Zip Code:**

**Phone Number:**

**E-mail Address:**

#### 2. PROJECT DESCRIPTION

**Project Name:**  
Embarc Woodland

**Total Acres or Square Feet:**  
2830 sqft

**General Plan Land Use Designation:**  
CX

**Existing Zoning:**  
Mixed Use - East Street

**Site Address or Location:**  
825 East Street, Suites 102-103

**Assessor's Parcel Number(s):**  
066-11-028

**Is Project in Flood Zone?** ☐ Yes ☒ No

**Requested Entitlement/Permit Type:**  
Cannabis Conditional Use Permit and Business Operating Permit

**PROJECT NARRATIVE/JUSTIFICATION STATEMENT:** On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

#### 3. AUTHORITY TO FILE APPLICATION

**Check one:** ☒ Property Owner ☐ Power of Attorney\* ☐ Contract to Purchase\* ☐ Other\*

\*Attach Evidence of Authority

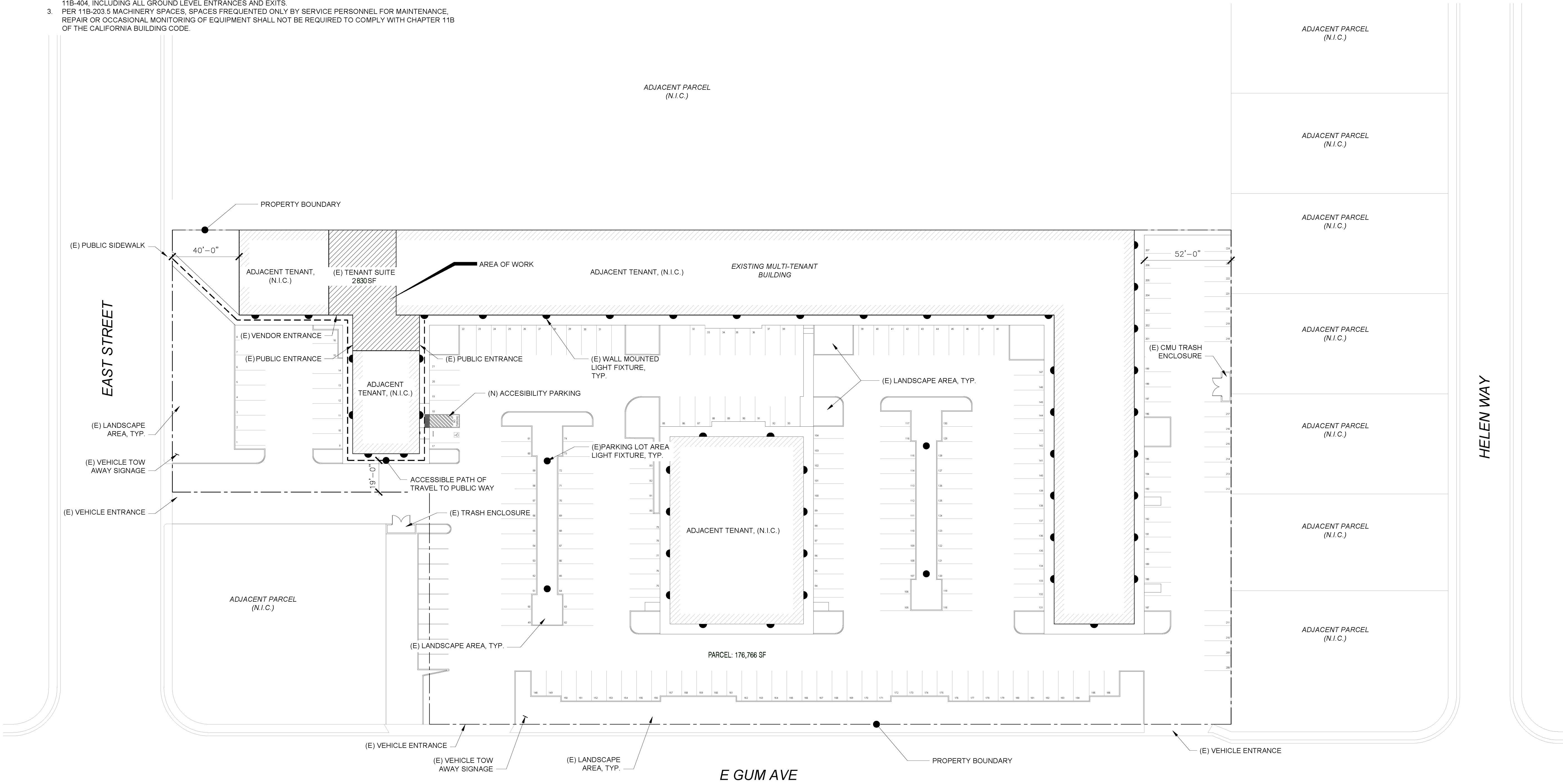
**ACKNOWLEDGEMENT:** I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

**APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT**

|                                                                                                             |                           |             |      |
|-------------------------------------------------------------------------------------------------------------|---------------------------|-------------|------|
| <u>Dustin Moore</u>                                                                                         | <u>11 / 21 / 2024</u>     |             |      |
| Applicant                                                                                                   | Date                      | Applicant   | Date |
| Kings Group IX, LLC By:  | <u>11-14-24</u><br>Member |             |      |
| Legal Owner                                                                                                 | Date                      | Legal Owner | Date |

SITE ACCESSIBILITY NOTES

1. ACCESSIBLE PATH OF TRAVEL (POT), AS INDICATED SHALL COMPLY WITH 11B-402 OF THE CALIFORNIA BUILDING CODE. POT SHALL BE AN IDENTIFIABLE ACCESSIBLE ROUTE WITHIN AN EXISTING SITE, BUILDING OR FACILITY BY MEANS OF WHICH A PARTICULAR AREA MAY BE APPROACHED, ENTERED AND EXITED, AND WHICH CONNECTS A PARTICULAR AREA WITH AN EXTERIOR APPROACH (INCLUDING SIDEWALKS, STREETS AND PARKING AREAS), AN ENTRANCE TO THE FACILITY, AND OTHER PARTS OF THE FACILITY. ACCESSIBLE PATH SHALL BE:  
1.1. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT EXCEED 1:20 EXCEPT FOR SIDEWALKS, WHICH SHALL NOT EXCEED THE GENERAL GRADE ESTABLISHED FOR THE ADJACENT STREET OR HIGHWAY)  
1.2. CROSS SLOPE SHALL NOT EXCEED 1:48 (PER 11B-403.3)  
1.3. CLEAR WIDTH OF SIDEWALKS AND WALKS SHALL BE 48" WIDE MINIMUM (PER 11B-403.5.1)  
1.4. VERTICAL CHANGES IN LEVEL SHALL COMPLY WITH 11B-303.2 AND SHALL NOT EXCEED 3/4" MAXIMUM.  
1.5. BEVELED CHANGES IN LEVEL SHALL COMPLY WITH 11B-303.3 AND SHALL NOT EXCEED 3/8" MAXIMUM, TO INCLUDE A 3/4" VERTICAL AND 3/4" BEVELED WITH A SLOPE NOT EXCEEDING 1:2.
2. DOORS, DOORWAYS, AND GATES THAT ARE PART OF AN ACCESSIBLE ROUTE SHALL COMPLY WITH SECTION 11B-404, INCLUDING ALL GROUND LEVEL ENTRANCES AND EXITS
3. PER 11B-203.5 MACHINERY SPACES, SPACES FREQUENTED ONLY BY SERVICE PERSONNEL FOR MAINTENANCE, REPAIR OR OCCASIONAL MONITORING OF EQUIPMENT SHALL NOT BE REQUIRED TO COMPLY WITH CHAPTER 11B OF THE CALIFORNIA BUILDING CODE.



1 SITE PLAN  
1/32" = 1'-0"



SITE PLAN DISCLAIMER:

ALL SITE INFORMATION NOTED ON THIS PAGE WAS COLLECTED THROUGH COUNTY IMAGERY, GIS DATA, AND PARCEL RECORDS. NO SURVEY OF THE PROPERTY HAS BEEN CONDUCTED.



KM Architecture, Inc.  
A Full Service Architectural Practice

3420 COACH LN, SUITE 9  
CAMERON PARK, CA 95682  
(530) 344-4073

WOODLAND RESPONSIBLE AND COMPLIANT RETAIL LLC

EMBARC - WOODLAND

825 EAST STREET,  
SUITES 102-103  
WOODLAND, CA  
95776

CONSTRUCTION  
DOCUMENTS

APN:  
066-111-028

Drawn By  
JOSH MINKEL  
Project Architect  
KIRK MILLER  
Scale  
AS NOTED  
Date  
03/23/2023  
Project Number  
20112.18

This drawing is not final, or to be used for construction until the Architect or Engineer's seal and signature appear above.

SHEET TITLE

OVERALL SITE  
PLAN

DATE OF PREPARATION: 03/23/2023  
INITIAL DATE OF COMPLETION: 03/23/2023

| MARK | DESCRIPTION | DATE |
|------|-------------|------|
|      |             |      |
|      |             |      |
|      |             |      |
|      |             |      |

SHEET NO.

A-000

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF KM ARCHITECTURE, INC. AND MAY NOT BE DUPLICATED WITHOUT WRITTEN CONSENT OF KM ARCHITECTURE, INC.



## SECTION E: NEIGHBORHOOD COMPATIBILITY PLAN

Embarc believes operating a cannabis business is a privilege and not a right and that a successful business model is predicated on the ability to consistently engage the community to ensure transparency, integrity, and collaboration. By putting the community first, Embarc ensures a positive relationship with the City, local leaders, and the neighborhood, ultimately allowing us to participate in—and give back to—the community in meaningful ways.

Our commitment to earning the community's trust is embodied in ways large and small, from neighborhood benefits and volunteerism to empowering community members to provide feedback and direction on our operational model through our Community Advisory Board.

Based on our experience operating compliant retail and delivery operations in eight other California communities, we understand the importance of proactivity in resolving potential issues before they arise and that being accessible is vital to prevent concerns from escalating to issues. Embarc has a proven approach to neighborhood engagement and responsiveness, as well as a detailed plan to prevent and/or appropriately address community concerns to prevent them from rising to the attention of the City.

Embarc Woodland will be maintained in accordance with the standards of the International Property Maintenance Code to ensure the licensed premises are safe, sanitary, and fit for occupation.

We will proactively work with community members, neighborhood leaders, and local businesses to build a synergistic relationship based on respectful dialogue and ongoing approachability and have already identified and/or initiated meaningful partnerships that will ensure our reimagining of the proposed location serves as a net benefit to the neighborhood's health, safety, aesthetics, and economic viability, both for our proposed business and neighboring uses.

Many cannabis operators are seeking to obtain the largest footprint in the country, applying for retail licenses in every community that opts to move forward with cannabis licensure. In contrast, Embarc is committed to expanding its footprint in this emerging industry while being mindful to build only in communities that share our values and where we can serve as genuine partners. We boast a strong track record of success, becoming one of the quickest-growing independent cannabis retailers in California, with our experience and dedication guiding the way.

Embarc has a track record and reputation as a community-oriented operator in eight nearby communities, such as Sacramento, Fairfield, and Chico, as well as more than half a dozen soon-to-open shops throughout California. Given its existing footprint, Embarc



is neither “too big” nor “too small.” Rather, our team can be trusted to operate in Woodland because we bring the experience of existing operations balanced with true local empowerment. Woodland will not be just another dot on an expansion map—our shop will reflect the community it calls home.

Embarc Woodland is the result of a collaboration between Jim and Josh Hilliard, longtime Woodland residents, and Lauren Carpenter and Dustin Moore, Embarc’s expert cannabis operators well-versed in navigating complex regulatory environments. We strongly believe that to effectively serve the community, it is important to be part of the community—to understand its needs, values, and priorities and make sure our business reflects them. With this approach, we can ensure not just compliance but also that our operations are truly beneficial for the surrounding neighborhood and beyond.

### Why the East Street Corridor?

Our decision to select a property within the East Street Corridor was thoughtfully informed by the valuable input we received during our community listening tour. Numerous residents expressed concerns about cannabis businesses locating in Downtown Woodland, primarily due to limited parking availability. It’s important to acknowledge the considerable work that has already been invested in revitalizing the Downtown area. Our Local Owner, Jim Hilliard, and Community Advisory Board Member, Sean Denny, both actively contributed to these revitalization efforts during their tenure on the City Council. We firmly believe that by situating our cannabis business outside of Downtown, we can help promote the revitalization of and economic investment in other areas of the City, such as the East Street Corridor. This supports the City’s goal of sustainable growth through orderly, well-planned development that provides for economic growth, strong social ties, protection of the environment, enhanced quality of life, and preservation of Woodland’s community character.

We were fortunate to secure an exceptional property in the Fairgrounds Plaza, conveniently located at the intersection of East Street and Gum Avenue. This prime location offers ample parking, catering to the needs of a thriving retail establishment. We are proposing to transform our proposed suites in the Fairgrounds Plaza into an anchor tenancy through the creation of a reimagined cannabis retail boutique. We are known for creating unique retail expressions that reflect each of the communities we serve. Our proposal for the Woodland is no different and will meaningfully integrate into, and respectfully enhance, the surrounding community.

After a multi-month listening tour and community engagement with neighborhood leaders and community members City-wide, Embarc has coalesced a committed and engaged Community Advisory Board of local stakeholders who sat alongside us in the finalization (and hopeful implementation) of a community-oriented cannabis proposal that meets this neighborhood’s needs while

remaining approachable and accessible for those from throughout both Woodland and the region.

Ultimately, it is Embarc’s intention to be a contributing and responsible force in the community, and we are committed to ensuring that our dispensary never poses a nuisance to the neighborhood. Below we describe specific strategies, procedures, and equipment to ensure just that.

## 1. COMMUNITY DESIGNEE

**Identify the person responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.**

Embarc Woodland’s Local Owner, Josh Hilliard, and our General Manager (once hired will be our Community Designees responsible for outreach and communication with the surrounding community, including neighborhood residents and nearby businesses.

We will provide the Woodland Community Development Director with the names, primary and secondary telephone numbers, and e-mail addresses of both of our appointed Community Designees. These 24-hour on-call managers will be available to address and resolve complaints and respond to emergency operating problems or concerns associated with the cannabis business.

Our appointed Community Designee, Josh Hilliard, can be contacted by phone and by email. Upon hiring Embarc Woodland’s General Manager, their name, phone number, and e-mail address will also be provided to the City’s Development Director and all neighboring businesses and residents.

We will also provide this contact information to both the City Manager and Police Chief so emergency notice can be provided at any hour of the day. A 24-hour contact will also be readily available online and posted conspicuously on the exterior of the facility such that any passerby can contact management staff with issues at any time. Please note that 24/7 contact information will also be provided for all Owners and our Security Department, ensuring ample team members are available at any time.

Embarc’s Owners, Managers, and Community Designees are available to attend meetings with the Community Development Director, and City Manager to discuss costs, benefits, and other community issues arising as a result of retail cannabis implementation for the lifetime of the business.



## 2. PROACTIVE STEPS TO AVOID BECOMING A NUISANCE

**Describe how the business will take proactive steps to avoid becoming a nuisance or having negative impacts on its neighbors or surrounding community. Additionally, describe how the business will react and respond to complaints specifically related to noise, light, odor, public consumption, loitering, littering, and vehicle and pedestrian traffic, and any other activities that could become a nuisance or have impacts on the surrounding community.**

Embarc's best practices are rooted in proactive steps to ensure our cannabis operations avoid becoming a nuisance or having any negative impacts on our neighbors or the surrounding community. Embarc will proactively engage with our surrounding neighborhood to react and respond to potential complaints regarding any potential issue, including such factors as noise, light, odor, public consumption, loitering, littering, and vehicle and pedestrian traffic.

Embarc's best practices and Standard Operating Procedures (SOPs) ensure our business is a positive addition to the community and can be boiled down to three critical components—ensuring accountability and accessibility; proactively engaging the community and neighborhood; and creating tangible benefits for our neighbors.

### Step 1: Accessibility & Accountability

The first step to avoiding becoming a nuisance or having negative impacts is accessibility and accountability with our neighbors and the City we serve. As noted above, Embarc will provide the City and all neighboring businesses and residents within 1,000 feet contact information for our Community Designees, to whom notice of any problems can be provided 24/7. This will ensure accessibility at all levels for the neighborhood and surrounding community. The Community Designees will be responsible for receiving, logging, and responding to any and all complaints and inquiries.

Embarc will encourage neighbors to report any impact, real or perceived, that they experience in relation to Embarc's operations and will dedicate all reasonable time and effort to resolving any such issue to the impacted neighbor's satisfaction. This mitigation could include making a roaming Security Guard available as a means of addressing any nuisance activities perceived as attributable to Embarc's business operations. Any such assigned Security Guard will be directed to mitigate the situation to the maximum limit permitted by the Private Security Services Act. Furthermore, Embarc will encourage neighboring residents to contact our personnel prior to contacting the City.

To ensure accountability, Embarc will maintain a log of any public nuisance activity on the premises or within 300 feet of the premises. The log will include information required by the Chief of Police, or their designee, including but not limited to the date and time of

the occurrence, the type of activity, the circumstances surrounding the activity, the identity of any persons involved in the activity, the corrective action taken by Embarc, and the police case number if applicable. The log will be available to the City upon request.

The inquiry will be managed by our Local Owner or General Manager depending on the nature of the issue and whether it is community or operationally based. Our Local Owner and/or the General Manager will be responsible for the timely resolution of any issues or concerns brought to our attention.

As discussed above, Embarc's Owners, Managers, and Community Designees welcome the opportunity to attend regular meetings at the request of the Community Development Director, City Manager, Chief of Police or any other relevant authority to discuss any and all issues associated with cannabis operations in Woodland, and in fact, have coalesced coalitions comprised of the local cannabis operators in other communities where we operate for the purpose of providing a centralized place for the City to work collaboratively with industry.

Ultimately, our goal is to mitigate any concerns before they arise to City leadership and will utilize our proven policies and tactics to achieve this goal.

### Step 2: Proactive Community & Neighborhood Outreach

In our experience, proactive community and neighborhood engagement is a critical step in building trust and, in turn, positive relationships with our neighbors. We appreciate the importance of proactive engagement and ongoing collaboration with the community at large and the neighborhood surrounding our facility. As such, in addition to the extensive community benefits programs detailed in Section F – Community Benefits & Local Enterprise Plan, we have also identified proactive and ongoing engagement strategies to ensure thoughtful integration of our proposed operations into the neighborhood:

**NEIGHBORING BUSINESS OUTREACH:** Embarc will meet with neighboring businesses to detail proposed operations and identify opportunities for potential partnerships (where appropriate, given the use type). Embarc will document these meetings and provide a record should the City seek verification regarding neighboring business outreach. As part of this outreach plan, Embarc will provide the names, telephone numbers, and email addresses of the Community Designees to whom notice of problems associated with the cannabis business can be provided.

Additionally, once the General Manager has been hired, Embarc will solicit another meeting to facilitate an introduction and sharing of contact information between the General Manager and neighboring business owners. We have found that establishing this relationship is the single most important mechanism for managing neighbor relations, as neighbors feeling comfortable contacting us directly with issues or concerns ensures we are able to address them in real time.

**OPEN HOUSES:** We will host at least two open houses between receipt of the right to operate locally and the commencement of operations, designed to provide residents and other stakeholders with the opportunity to meet our Owners, ask questions about our proposed operations and get a better understanding of Embarc's vision. During these open houses, we will focus on impact mitigation and community benefits and be available to answer community questions and/or concerns. Having these direct engagement opportunities is important for addressing concerns related to operations.

One of these meetings will occur immediately prior to opening the store and will focus on those nearest to our property to afford them the opportunity to understand the myriad compliance and security measures in place governing operations. Based on our experience, this type of community outreach is essential to dispelling myths and creating awareness of how legal cannabis dispensaries operate.

**INFORMATIONAL CANVASSING:** To prepare for this submission, Embarc began canvassing the surrounding neighborhood to discuss our intended operations, compliance, security, and best practices. Specifically, we spoke with neighboring businesses within the Fairgrounds Plaza and residents around our proposed location. We will connect with more residents and nearby businesses before opening to provide contact information for team members and to engage directly to answer any questions about our operational plan. Doing so helps to proactively address comments and concerns prior to opening the business.

**ONGOING ENGAGEMENT:** Once operational, our ownership and management team will host annual "listening sessions" where members of the community will be able to voice opinions, ask questions, and meet the Embarc team. Our goal for these sessions is to address any unforeseen concerns and to ensure we are fulfilling our obligations as a good neighbor.

### Step 3: Creating Benefits for Our Neighbors

The third step in ensuring nuisance avoidance is creating and delivering tangible benefits through our operations to our neighbors and the surrounding community.

**NEIGHBORHOOD SAFETY:** Increased safety surrounding the facility is a positive byproduct of the immense attention to detail given to our facility's security measures. Our presence in the neighborhood comes with patrolling Security Guards, an industry-leading surveillance system with coverage extending across the entirety of the interior and exterior of the facility and beyond, and advanced alarm systems with immediate access to local law enforcement. We are confident that the extreme importance placed on facility security and safety will result in a positive impact on the safety and well-being of our neighbors. In fact, other communities located near legal cannabis facilities have seen increased property values as a result of enhanced security and beautification efforts.

**NEIGHBORHOOD BEAUTIFICATION:** While engaging the neighborhood is critical, we also believe in the importance of rolling up our sleeves and participating in ongoing beautification efforts. As part of our paid employee volunteerism program, detailed further in Section F – Community Benefits & Local Enterprise Plan, our staff will serve as a volunteer Street Team on beautification projects near the store, which will be informed by ongoing discussions regarding neighborhood priorities with our Community Advisory Board and neighboring businesses.

**COMMUNITY ADVISORY BOARD FEEDBACK LOOP:** Embarc's Community Advisory Board is comprised of prominent local community members who will help shape best practices to innovate and improve operations and mitigate any potential for complaints from citizens, customers, other businesses, and the community at large. Given the Board members' insights into this community, they will be empowered to provide ongoing feedback, guidance, and accountability for our nuisance mitigation and proactive community engagement programs. This gives residents a seat at the table in addressing business operations in real time. Given our prioritization on neighborhood integration, we will gladly reserve a seat on the Community Advisory Board for a neighborhood representative, such as a resident located on one of the bordering streets of our location—Helen Way and Pacific Street—or from Bells Trailer Village on Gum Avenue.

**PARTNERSHIP WITH WOODLAND POLICE DEPARTMENT:** As we have done in every city where we operate, Embarc will form a positive and collaborative working relationship with local law enforcement to ensure trust and transparency with this nascent industry. We have reserved a non-voting seat on the Community Advisory Board for a representative from the Woodland Police Department to provide quarterly updates and insight into the business and its operations but thought it inappropriate to conduct outreach about such participation until after the conclusion of this process. In other communities, we have found this helpful in maintaining open communication.

**COMMUNITY WELLNESS EVENTS:** Embarc seeks to support Woodland's health and wellness industries. Through providing educational seminars and partnering on outreach, we are confident our team's knowledge and resources can benefit Woodland's health and wellness industry. As further detailed in Section F – Community Benefits & Local Enterprise Plan, Embarc is committed to hosting educational events on cannabis and welcomes the opportunity to include relevant wellness partners and businesses, when appropriate, in these efforts.

**ENGAGING & UPLIFTING LOCAL BUSINESSES – NEIGHBORHOOD DISCOUNT PROGRAM:** Encouraging our customers to dine, shop, and enjoy other businesses in the area when visiting our store is one way to create partnerships that support and uplift existing businesses in the community. Through our Neighborhood Discount Program, Embarc will offer a 10% discount to customers with same



day receipts from local businesses within our shopping center. Additionally, we have identified numerous neighboring businesses in immediate proximity for collaboration and amplification.

It is through this collaborative and proactive approach to business management, neighborhood engagement, and supporting local businesses that Embarc will ensure we do not pose a nuisance to our surrounding neighbors and are accessible, approachable, and transparent with the Woodland community at large.

### Proposed Good Neighbor Policy

In every community where we operate, Embarc institutes a Good Neighbor Policy specific to mitigating local concerns and modeled to address local regulations. We have drafted proposed policies informed by Woodland Municipal Code but would also welcome the opportunity to discuss our Good Neighbor Policies with City staff to incorporate any guidance prior to finalization.

As a responsible cannabis operator, Embarc Woodland must:

- Create a safe exterior environment through design and site management.
  - Provide outside lighting in a manner that illuminates the outside street and sidewalk areas and adjoining parking as appropriate, without bothering neighbors;
  - Maintain the premises and adjacent sidewalk in good condition at all times;
  - Manage parking and traffic to negate impacts to surrounding areas;
  - Prohibit double parking directly outside the premises;
  - Prohibit loitering around the premises, within 50 feet of the premises, or in the parking lot;
  - Enforce appropriate customer behavior outside the facility and in adjacent areas;
  - Prohibit littering in or around the premises;
  - Prohibit the consumption of cannabis products in or around the premises;
  - Post notices at all public entrances to and exits from the establishment that are clear, well-lit, prominently displayed, and maintained;
  - Direct patrons to leave the establishment and neighborhood peacefully and in an orderly fashion;
  - Direct patrons to not litter or block driveways; and
  - Advise individuals that consuming cannabis of any kind is prohibited in public places;
  - Advise individuals of the prohibition on loitering.
- Provide the contact information for Embarc Community Designees, responsible for community relations and issue mitigation.
- Provide adequate and appropriate ventilation to ensure odor controls result in no emission of noxious odors.

- Be a benefit to surrounding parcels;
- Maintain the premises in a clean and orderly fashion; and
- Instruct security to secure the premises within 50 feet of any public entrance and exit.
- Implement youth education and prevention strategies.
  - Provide physical infrastructure, security, and tailored SOPs to discourage, mitigate and prohibit youth access and/or loitering; and
  - Provide ongoing investment for youth drug prevention and education to be deployed through community partners.

### React & Respond to Complaints

Embarc employs a protocol for addressing and responding to complaints related to its business, including any potential complaint concerning noise, light, odor, public consumption, loitering, littering, and vehicle and pedestrian traffic. This protocol is critical to ensuring consistency in response and in providing the data we need to modify SOPs as needed to alleviate the likelihood of issue recurrence.

Embarc will implement comprehensive good neighbor and nuisance mitigation strategies to alleviate community concerns. Although we believe our Local Owner, General Manager, and the entire retail team will prevent these issues from arising by cultivating healthy and frequent communication with our neighbors, company policy will require that any staff receiving a complaint report the concern to their Manager immediately.

We understand other potential impacts may arise from normal business operations which are not currently contemplated. Should that occur, we will work closely with community members, neighborhood leaders, and local businesses to document and resolve any issue. All necessary actions will be taken to resolve a complaint, and all records of complaints will be kept onsite. Should a complaint occur, employees will be required to adhere to the following written policies and procedures:

**STEP 1: DOCUMENT THE CONCERN OR COMPLAINT:** Any employee receiving a complaint will first document the concern on a standardized form. The employee will record as much information as possible, including the source of concern and the length of time it has transpired. The employee will also ask for and record the individual's contact information for follow up. Employees will be trained to ensure the complainant understands that we are sympathetic to the concerns and seek to address them immediately and transparently.

#### **STEP 2: IMMEDIATELY REPORT THE CONCERN OR COMPLAINT**

Employees will be trained and required to immediately report any concern or complaint to the General Manager, CEO, and Ownership Team by scanning and emailing the form with the subject line "FOR IMMEDIATE ATTENTION." Employees are encouraged to

provide their suggested solutions and potential mitigation strategies. Once emailed, the employee is also directed to speak with the General Manager in person, or with a Store Manager if the General Manager is not available. If the issue is truly urgent, a member of our Ownership Team will be called immediately. Chief Executive Officer, Lauren Carpenter, and President of Retail, Jason Pitts, will be notified so that the team can activate in real time.

### STEP 3: DEVELOP & EXECUTE A PLAN OF ACTION

Next, the General Manager and employee will develop and execute an action plan to resolve the issue. The plan will articulate, and Embarc will implement, a short-term solution to alleviate the complainant's concern as well as a long-term solution to prevent the issue from arising in the future. Long-term solutions will be incorporated into our SOPs to prevent reoccurrence and employees will be trained on the new policy within one week of the solution being implemented.

### STEP 4: FOLLOW UP WITH COMPLAINANT

Our Local Owner and/or General Manager will personally follow up with the complainant to ensure the concern was adequately and efficiently resolved. During the conversation, Embarc will identify actions taken to mitigate the concern and protocols developed to prevent the issue from occurring again. Finally, we will inquire if there are any additional concerns the complainant would like rectified or if the issue was resolved satisfactorily.

### STEP 5: DOCUMENT THE INCIDENT & RESOLUTION

Lastly, our General Manager or designee will create a complaint report of the incident that documents the following:

- Concern, complaint, or grievance;
- Reporting employee's information;
- Complainant's contact information;
- Action plan and resolution;
- Protocols that were implemented to prevent the issue from re-occurring;
- Follow up conversation with the complainant and their disposition of the resolution; and
- Trainings that occurred as a result of any newly developed SOPs.

Reports will be distributed to the Ownership Team and the Community Advisory Board to ensure accountability and awareness. Embarc will keep all complaint reports for a minimum of five years, unless otherwise required by law. Periodically, our ownership team will audit these complaint reports to certify the efficacy of the response and subsequent policy alterations. This report log will be available to the City upon request.

To address and respond to complaints, Embarc will operate and maintain a 24-hour landline telephone number, or hotline, at the premises for receiving complaints and other inquiries regarding the cannabis business as well as multiple 24/7 contacts. The General Manager will be responsible for receiving, logging, and

responding to these complaints and other inquiries daily, following the protocol detailed in this section. The complaints will be logged and maintained in our business records in accordance with all local and State regulations. If any Embarc owner, manager, or employee logs any conduct which raises a reasonable suspicion of a violation of local or State regulations, Embarc will report the conduct to the Chief of Police, or their designee, within 24 hours of its discovery.

### Noise

Embarc Woodland is taking several precautions and implementing a variety of measures guaranteed to combat and mitigate excessive noise. Embarc will never produce excessive or unnecessary noises that would detrimentally impact the public health, comfort, safety, welfare, or prosperity of the surrounding neighborhood and Woodland community.

All noise producing activities, including but not limited to construction, landscaping, and motor vehicle operation, will comply with all Woodland noise ordinances. No sound production or reproduction systems inside the facility will be maintained at a volume level higher than what is necessary for the convenient hearing of persons present, including receiving activities. We will prohibit the use of horns or signal devices on any of our company or employee vehicles, except as a danger signal or to give warning.

To minimize our neighborhood impact during renovation, construction activities will only occur with a special permit from the City and between reasonable or preapproved hours. The premises, including the parking lot, will be monitored under constant video surveillance, and routinely patrolled by our guards to ensure no inappropriate noise is produced.

If any person or vehicle is identified as causing a disturbance or being excessively noisy, that individual will immediately be escorted off the premises and, if necessary, reported to law enforcement. We will ensure all motor vehicles on our premises adhere to appropriate sound level decibels. Motor vehicles exceeding established limits will be asked to leave the premises by our security team. Our Security Guards will also work to ensure no motor vehicle on our premises is left idling.

### Light

Embarc Woodland understands the community's desire for a safe and secure facility that blends seamlessly into the surrounding neighborhood, along with the ability to enjoy the night sky without obtrusive bright lights. In compliance with all regulations, the exterior of our facility, including the parking lot, will be adequately illuminated for security purposes while not posing a nuisance.

Exterior lighting will be balanced and will not result in glare on adjoining properties. It will complement the security systems and ensure that all areas of the premises and parking areas are visible while also providing increased lighting at all entrances to the premises. The exterior lighting required will be turned on from dusk



to dawn. Specific details regarding exterior light standards are further detailed in Section C – Security Plan of this proposal.

Should facility lighting give rise to a complaint, we will work to develop a compliant lighting solution that accommodates neighborhood concerns without sacrificing security. Our security, maintenance and operational teams will ensure that the electrical system and lighting comply with all applicable State and local laws, regulations, ordinances, and other requirements, are maintained in good repair, and do not present an electrical shock or fire hazard.

### **Odor**

Through a combination of high-tech air scrubbing and carbon filtration systems, negative air pressure, and other odor mitigating techniques, Embarc Woodland will employ industry-leading best practices to ensure regulatory compliance and nuisance mitigation. Full details of Embarc's Odor Mitigation Plan can be found in Section A – 3. Odor Control of this proposal.

This plan ensures that our retail facility serves as an environmental steward for the community and does not create a public nuisance. Our Odor Mitigation Plan was created and refined through our teams' years of experience operating cannabis facilities. As a result of this experience, we know that, if not properly treated, cannabis odors can create a public nuisance in the surrounding community. Such a condition is antithetical to our goal of being a contributing member and good steward of our community. We will take all possible steps to treat odors before they become problematic, and proactively address any complaints of unpleasant or offensive odors arising from the facility.

As a component of our proposed Good Neighbor Policy, Embarc will be responsible for the development, implementation, and maintenance of an Odor Mitigation Plan. This includes maintenance of all records relating to odor management, including system installation, maintenance, equipment malfunctions, and deviations from the plan. The General Manager will verify the effectiveness of the air quality management system weekly by physically inspecting the system by listening for the sound of the system, visually ensuring the lights are on and the system is functioning, and verifying there is no odor. The General Manager will log that the system has been checked weekly in an odor control maintenance log.

In the event that Embarc receives an odor complaint, the General Manager will:

1. Log the date, time, source, contact information, and description of the complaint.
2. Within 30 minutes, the General Manager will identify the source of the odor by physically inspecting the facility for any unpackaged cannabis product that may be emitting odor. This includes inspection of all areas of the retail premises including the Secure Product Storage Room and Retail Sales Area, or any other areas where cannabis products are featured or stored.
3. Upon identification of the source of the odor, the General Man-

ager will dispose of the cannabis product in a secure and airtight waste disposal area and log the disposal in the track-and-trace system as well as the Odor Control Log.

4. The General Manager will also physically inspect the odor control system, within 30 minutes of receiving an odor complaint, to ensure it is functioning properly.
5. If the General Manager identifies that the odor control system is malfunctioning, the General Manager will immediately contact the manufacturer.
6. The General Manager will determine if the issue can be addressed with the manufacturer over the telephone and, if not, will schedule the first available appointment with the manufacturer to visit the retail facility to physically inspect the odor control system.
7. If the odor control system cannot be fixed, the General Manager will immediately place an order for the first available replacement part or new system. The General Manager will immediately communicate the complaint and resolution to Embarc's President of Retail and Facilities Team via email within two hours. The General Manager will discuss the source of the odor complaint or issue and its resolution with the retail team at the next team meeting to develop and implement procedures to avoid a future odor complaint.

### **Public Consumption**

Embarc has clearly defined SOPs to ensure no public consumption surrounding its facilities, which is strictly enforced by both the Security Department and retail staff.

Specifically, Embarc prohibits the consumption of cannabis or cannabis products at or on the premises, in the parking areas of the premises, within 300 feet of the premises on the public right-of-way, or in those areas restricted under the provisions of California Health and Safety Code Section 11362.79.

This policy is enforced by rigorous monitoring of the dozens of surveillance cameras covering every inch of our parcel as well as by onsite Security Guards who are trained to prevent consumption in or around the premises, including but not limited to regular patrol of the premises. We will post clear and legible signs advising individuals that consuming cannabis of any kind is prohibited in public places.

If someone is consuming publicly, security immediately addresses the issue with a clear directive to cease consumption. If the behavior continues, patrons are warned that they will be banned from shopping at Embarc in the future. If, after being addressed by security, the consumption continues, security will notify the Woodland Police Department. To date, Embarc has never required Police intervention regarding any public nuisance, including but not limited to public consumption.

Security Guards will be aware of customers leaving the facility because all products must leave the store in an easily identifiable

exit bag. This allows security to utilize visual inspection and live surveillance camera feed monitoring to view customers exiting the facility. Because we will always have Security Guards with visual access to both our security monitors and exterior, such personnel will be aware of any individuals on our property and can respond immediately should public consumption occur.

While Embarc has control over its premises, the reality is that no operator has meaningful control of what happens beyond the four boundaries of its property. As such, we complement our rigorous onsite monitoring and protocols with public education efforts to ensure that the community's cannabis consumers are aware of where they can and cannot consume cannabis in Woodland. This educational information is intended to serve as an additional deterrent to public consumption.

Finally, deterring public consumption is part of actively monitoring for, and ultimately preventing, loitering, as further detailed below. It is coupled with onsite policies and procedures, including no opening of products onsite. By ensuring customers depart in a timely manner, loitering and on-premises consumption are avoided.

### **Loitering**

Embarc prohibits all loitering outside the facility and will notify the Woodland Police Department if anyone continues to loiter after all reasonable actions have been taken to remove the individual(s). Embarc will post signage (in multiple languages if desired and/or warranted) noting age restrictions and the prohibition on loitering. Simply put, loitering will not be tolerated under any circumstances.

All employees will receive training and implement protocols to reduce the risk of disruptive, nuisance behavior and negative impacts on neighbors. This includes ensuring that customers immediately exit the premises upon completing their purchase.

Security and staff will be responsible for controlling patrons' conduct on the property. As noted above, Security Guards will be aware of customers leaving the facility who are carrying the easily distinguishable exit bags and will monitor their exit from the premises. Because we will always have Security Guards with visual access to both our security monitors and exterior, such personnel will be aware of any individuals on our property.

If any of our neighbors or members of the community feels that loitering on our premises is posing a nuisance to the community, we welcome them to reach out to our Community Designees, who will seek to rectify the situation immediately. Additional protocols will be implemented to adequately meet the community's needs.

Importantly, our Security Guards will also engage in periodic neighborhood sweeps, ensuring no littering, loitering, or other negative impacts on the neighborhood. However, in the event a member of the community is concerned with loitering, our Community

Designees, along with Security Guards, will immediately rectify the situation in real time.

### **Littering**

We will utilize two primary methods for litter prevention and mitigation at our retail facility. The first method is providing ample waste receptacles for customers and staff. The second method is employee litter checks and hourly premises inspections.

In addition to these methods, we will adopt a strict no-littering policy for all employees and customers. Any employee who is discovered to be littering on the premises will first receive a written warning, followed by increasingly serious disciplinary actions. We believe the best tool in the fight against littering is to give our patrons and employees ample places to properly dispose of their refuse.

In the public facing portions of our facility, we will have multiple three-stream waste receptacles. These receptacles will allow customers to properly dispose of their non-cannabis waste in landfill, recycling, and compost compartments to streamline the disposal process. Similarly, Embarc will provide three-stream waste receptacles for non-cannabis waste in all back-of-house areas where only employees or authorized contractors will be present.

With ample access to proper receptacles, there will be no excuse for our employees to not dispose of waste properly. All cannabis product waste will be disposed of in compliance with all applicable State and local laws, regulations, ordinances, and other requirements and as detailed in our Waste Management Plan. In the event a neighbor or member of the community feels that litter is accumulating in or around our facility, our Community Designees will immediately rectify the situation.

### **Vehicle Traffic**

Embarc Woodland does not anticipate impacts to vehicle traffic given the site's ample parking and thoughtful site layout. We have nevertheless considered vehicular turning movements in relation to traffic flow, proximity and relationship to intersections, adequacy of sight distances, location, and access of parking and, should impacts to vehicle traffic occur, Embarc will designate an employee to manage customer parking and traffic flow in the parking lot.

Furthermore, we will offer pre-ordering promotions and other discounts to encourage patrons to visit the store during non-peak hours to reduce vehicle traffic during peak hours. In the event a community member is concerned with vehicular traffic, our ownership and leadership team will immediately investigate the situation and develop a more robust response protocol.

### **Pedestrian Traffic**

Our facility has been thoughtfully designed to ensure efficient customer flow to prevent pedestrian traffic from spilling out beyond the property or otherwise impacting the flow of traffic. In the



event that the store has a large gathering of customers, there will be clearly delineated lines and a waiting area to make certain that customers are waiting in an orderly fashion and avoid a pileup of pedestrian traffic outside the store. Security Guards will also be patrolling the property to help the flow of pedestrian traffic.

If there are still issues pertaining to pedestrian traffic, Embarc will engage an employee outside the store to manage the flow of pedestrian traffic and offer pre-ordering promotions and other discounts to encourage patrons to visit the store during non-peak hours. In the event a community member is concerned with pedestrian traffic, the General Manager will immediately investigate the situation and develop a more robust response protocol.

Importantly, as detailed above, our Security Guards will also engage in periodic neighborhood sweeps, ensuring no littering, loitering or other negative impacts on the neighborhood. However, in the event a member of the community is concerned with any component of our operations, our Owners, Managers, and Security Guards will immediately rectify the situation.

Embarc has developed a comprehensive approach to nuisance avoidance centered around proactive business management, easy-to-follow policies and procedures for its onsite team, and meaningful outreach to the surrounding neighborhood to ensure neighbors know whom to contact with questions or concerns. This approach is driven by lessons learned from existing operations and has proven effective in real-time. We welcome feedback or input from the City and our neighbors and view this plan as a living, breathing document. We will continue to evolve and adapt as we grow and ensure our policies remain rooted in best practices as our industry evolves.

### 3. YOUTH PREVENTION

**Describe the policies that you would implement, and how you would enforce these policies, to ensure your cannabis products do not end up in the hands of underage youth.**

#### **Our Commitment to Protecting Woodland's Youth**

It is incumbent upon us to implement a robust Youth Prevention Plan to ensure safety, security, and quality of life for the neighborhood, including for Woodland's most promising residents—its youth. With a former law enforcement officer and two dedicated parents as local owners, we are prepared to do just that.

As a cannabis retailer founded by policy and compliance experts, Embarc was born after the legalization and implementation of Proposition 64. We are not legacy operators—we worked with the State government to develop the policies that would inevitably lead to adult use legalization and industry-wide regulation. As part of that process, our team members have engaged with

communities across the State and are acutely aware of the need to protect youth. When selling a product that was illegal during our lifetimes, we believe it is incumbent upon us to implement a plan that protects our youth while educating our community—through action and continuous engagement—that legal, regulated cannabis can and should responsibly exist within a community.

While some studies and experiences from other regulated markets have found that youth cannabis use remains static or decreases in communities with access to legal, regulated cannabis, we believe that it is especially incumbent upon us as operators to proactively implement security and other deterrent measures to protect against youth exposure or access. We also believe in our responsibility to educate the community on the protocols and security measures we have in place to protect youth as a component of our ongoing commitment to supporting the successful implementation of youth drug prevention and education with our Community Advisory Board and non-profit partners.

We have many parents on our team and intimately understand the real concern parents face when sending their kids to school for a variety of reasons, including the proximity to retail cannabis and alcohol shops. We believe in our duty and commitment to the City, community partners, and neighbors to proactively engage, identify, educate, and address our local community's concerns regarding the safety and security of our neighborhood and the children that live, learn, play, and grow within it.

Embarc has developed a holistic, multifaceted approach to ensuring cannabis products do not end up in the hands of underage youth and that our storefront is safe, secure, and only frequented by those of appropriate age. A variety of physical features, staff protocols, and functional design concepts will be implemented at Embarc Woodland to ensure a secure, comfortable environment that poses no risk to Woodland's youth and positively contributes to the neighboring community. We will take a multi-layer approach to diversion prevention, including several state-of-the-art physical and bio-metric controls; detailed record keeping software; adequate and aesthetically pleasing exterior lighting; education for staff and the public; categorical access control; and dozens of other applied measures to ensure our products are only in the hands of authorized adults.

As responsible, community-oriented operators, we have developed a comprehensive Youth Prevention Plan to proactively take steps to ensure cannabis products do not end up in the hands of underage youth, detailed below.

#### **INFRASTRUCTURE & SECURITY**

- Implement physical infrastructure, security, and training protocols to ensure no youth enter or loiter outside or within 50 feet of the storefront;
- Post all required signage in easily identifiable locations to communicate age restrictions, identification requirements,

and to prevent loitering;

- Premises constructed and designed to prevent access by any unauthorized individual through a variety of security measures, including alarms, surveillance systems, and target hardening measures;
- Front public entrances always remain secured with commercial grade locks, and customers or authorized visitors will only be allowed access via remote unlock button (controlled by staff) after passing an initial visual inspection;
- Comprehensive surveillance system to provide full video coverage of the entire interior and exterior of the premises.
- Professional Security Guards enforcing age restrictions and preventing youth exposure or access; and
- Security Guards will conduct “youth prevention patrols” and will be trained to monitor against and prevent any shoulder tapping or potential third-party sales to minors.

### PROMISES MADE, PROMISES KEPT: SUCCESSFULLY PREVENTING SHOULDER TAPPING

Our strict operational procedures and ongoing training protect against youth access and shoulder tapping activities, as proven time and again by our track record of operations in South Lake Tahoe. Our Embarc Tahoe location is on the main strip of South Lake, only a few blocks away from State-line. This hotspot for nightlife draws the attention of underage individuals seeking to gain access to alcohol or cannabis through fake IDs or shoulder tapping adults. Our team is trained to monitor all activities taking place in front of the shop for shoulder tapping, check ID validity using a dedicated ID scanner, and turn away customers attempting to make a third-party purchase for a group. We have caught attempted minor sales through these procedures and are confident in our ability to detect and deter attempted youth access to our storefronts. Additionally, we have made significant contributions to local youth activities that occupy minors during high-risk exposure times after school and on weekends to further protect against any potential youth access.

### STANDARD OPERATING PROCEDURES & EMPLOYEE TRAINING

- Staff training and education on the hazards of youth cannabis use and how to identify and prevent potential youth access to the licensed premises;
- Tailored operational procedures and post orders to provide specific guidance to Security Guards and employees on interacting with youth and develop store protocols around the path of travel timeframes for Woodland's local students; and
- Stringent inventory control procedures will be put in place via an inventory tracking system, tools and forms for accounting and verification, and tasks and processes that will ensure accountability at every stage through the retail product cycle.

“The company met with representatives from the school district, City leadership, and the Martinez Police Department to discuss the ways in which the business would protect youth from exposure. The company also reserved seats for members of the school board to sit on Embarc's Community Advisory Board. Since opening and operating at their location on Alhambra Avenue in March 2021, Embarc Martinez has had no incidents of youth access or any compliance or public health and safety infractions. They are in good standing with the City of Martinez.”

**ERIC FIGUEROA,**  
FORMER MARTINEZ CITY MANAGER

### PRODUCT PACKAGING & LABELING:

- Embarc will only accept products from licensed distributors that conform to all packaging and labeling standards in the CCR § 17402-17412, including:
  - All packaging will be child-resistant and tamper-evident;
  - All packaging will have the California Universal Symbol;
  - All packaging will have the GOVERNMENT WARNING statement in bold print;
  - Package cannot imitate any package used for products typically marketed to children;
  - Edible products must be in opaque packaging;
  - Labeling must identify the product as a cannabis product or state “cannabis infused;”
  - If the package contains an amount of THC that exceeds the level allowed for adult use cannabis goods, it must state “FOR MEDICAL USE ONLY”
- Employees utilizes a check list at the time of product intake to ensure all proper packaging and labeling;
- All products sold to customers will be placed in an opaque child-proof exit bag before they are allowed to be carried out of the store;
- At check out, Embarc reminds all customers to safely store all cannabis products in their child-proof packaging and out of reach of children in their homes.

### AESTHETICS

- Exterior design of the premises has been developed to be a neutral presence on the street, without bright colors, imagery, or any design feature that would appeal to youth;
- Exterior signage is for business identification only and does not feature any decals or other imagery intended to garner attention;



- Front windows are frosted and reinforced to allow natural light into the facility while preventing those outside from seeing what occurs indoors;
- No cannabis goods visible from the exterior; and
- Site has been designed to be discreet and cohesive with neighboring uses.

#### OVERSIGHT & ENGAGEMENT

- Provide marketing materials to our Community Advisory Board for review and feedback to ensure community sensitive, age-appropriate, non-youth attracting images and messaging;
- Marketing and social media will meet audience composition data requirements and be respectfully tailored to address our only audience—adults;
- Participate in Woodland Chamber of Commerce meetings to monitor local trends and identify opportunities of need to raise to the Board for consideration;
- Engage nearby school leadership to provide contact information for our Community Designees and to seek to provide youth drug prevention educational resources as we have in other communities; and
- Engage in regular check ins with City staff and/or Council to provide updates on our operations, receive feedback, and incorporate recommendations.

#### ACCESSIBLE, COLLABORATIVE, & TRANSPARENT

- Provide all neighbors within 1,000 feet of our proposed location with the contact information for our Community Designees and 24-hour community hotline;
- Facilitate transparent and accessible communications and relationships with our neighbors and surrounding community stakeholders; and
- Pursue a coordinated approach with neighboring and nearby businesses to collaboratively protect and support the youth in our community.

#### EDUCATE, EDUCATE, EDUCATE

- Educate all customers on the safe storage of cannabis in their home;
- Educate parents and community leaders by providing them with the resources to have difficult conversations with their kids about cannabis and the damages underage use can have on adolescent brain development as well as the increased potential of addiction in adolescent use;
- Partner with trusted community leaders to provide educational programming and resources to educators, community members, and non-profit stakeholders; and
- Fund a comprehensive, holistic approach to youth drug prevention and education programs (just as we do in every community where we operate).

In our experience, the most impactful way to address community concerns is to provide sustainable, dependable resources to educate youth both today and into the future. As such, we elaborate

on our “Educate” pillar in Section F – 3. Public Outreach & Education Program Related to Risks to Youth of Exposure to Drugs of this proposal. Embarc Woodland and our trusted Community Advisory Board members are committed to providing the tools and investment needed to protect and educate Woodland’s young people.

Through our comprehensive and holistic approach to infrastructure, community engagement, operational procedures, youth prevention programming, and our proven track record of responsibly operating in the communities we serve, we are confident that cannabis will not end up in the hands of underage youth. While many cannabis industry operators write checks but do not put in the work to build the partnerships and the infrastructure needed to make a lasting impact, Embarc has a proven track record of respectfully and impactfully integrating with our partner communities by prioritizing the safety and education of young people in our community investments as well as every aspect of our operations.

## 4. SURROUNDING NEIGHBORHOODS

**Provide a 1,000-foot radius map/aerial-photo of the proposed location, and a narrative description of the neighborhoods and/or business corridors immediately surrounding the proposed location.**

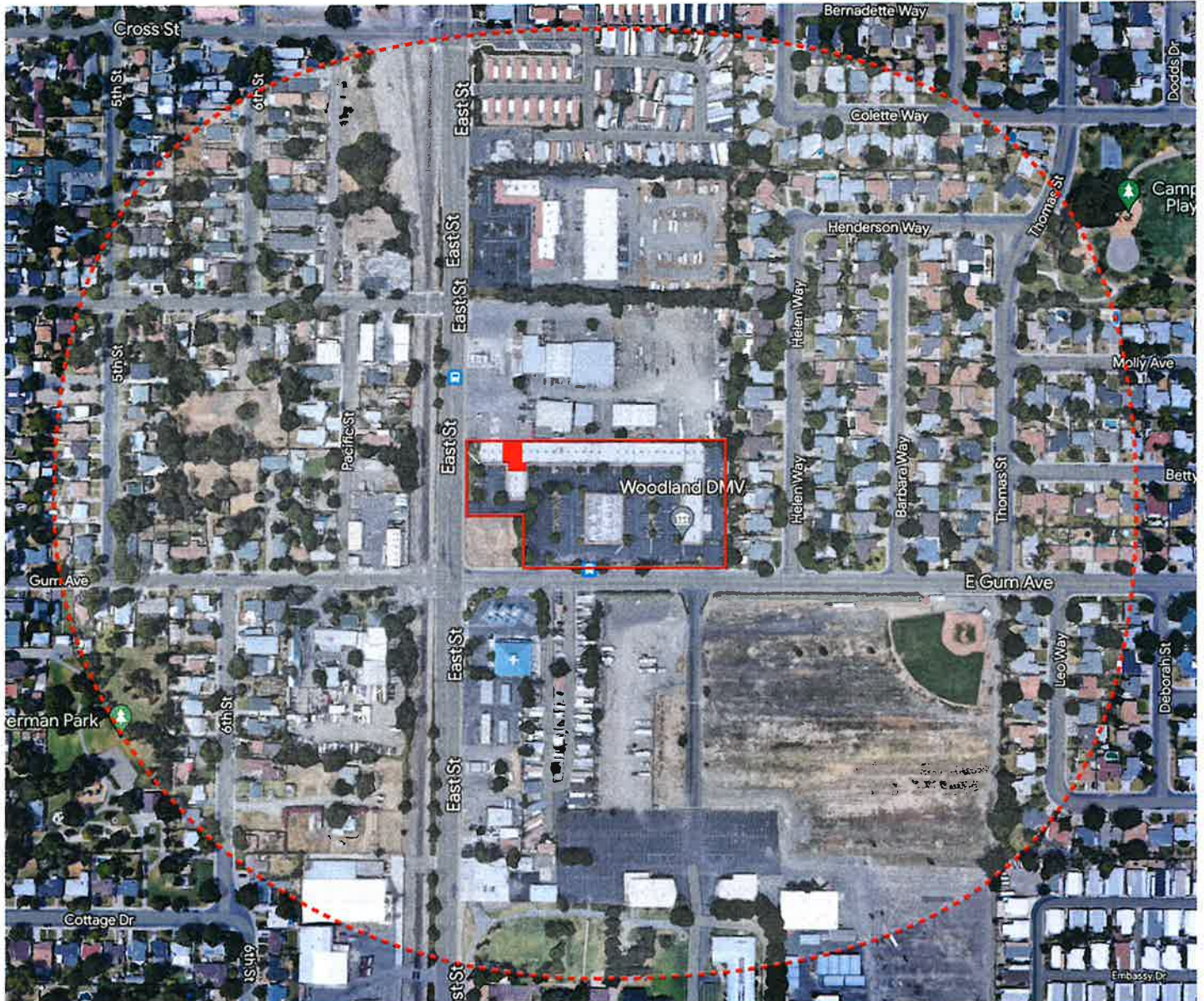
Our proposed location is 825 East Street, Suites 102 & 103, located inside Fairgrounds Plaza at the northeast corner of the East Street and Gum Avenue intersection of the East Street Corridor. The Fairgrounds Plaza is a 176,766 square foot parcel (4.058 acres). Embarc’s proposed location is situated within the larger 46,732 square foot building on the parcel. The building features approximately 30 units, most of which are currently leased and include a pharmacy, dental office, convenience store, insurance offices, clothing stores, the DMV, and eateries. These businesses are described in more detail in Section G – 3.E. Description of Business Operating on the Parcel & Adjacent Parcels of this proposal. The smaller building on the parcel is approximately 12,968 square feet and is currently vacant. This location is ideally situated on a main artery with ample ingress and egress. It is conveniently located less than one mile from Main Street and State Route 113.

The East Street Corridor is highly auto-oriented with a mix of uses that include grain silos, the Yolo County Fairgrounds, the County Fair Mall, and several shopping centers. Railroad tracks line the west side of the corridor and the Crosstown Bike Connector path runs along Gum Avenue. Residential streets surround the corridor.

Several residential streets are situated around the intersection of East Street and Gum Avenue and Everman Park and Campbell Park are each located nearly 1,000 feet from our proposed location. Southeast of our proposed location along Gum Avenue is the



Yolo County Fairgrounds and Bells Trailer Village. Directly south of our location is a Chevron gas station and Power Market. Rol's Auto Bath is located next to the Chevron station along East Street. The County Fair Mall is located further down on East Street. Pecan Plaza is located southwest of our proposal at the intersection of East Street and Gum Avenue. Pecan Plaza's tenants include a real estate office, tax services, auto repair shop, and handyman service. Directly west of our location are showrooms and offices for Maple & Stone Cabinetry N' More and Woodland & Davis Garage Door. North of the Fairgrounds Plaza are several auto shops, including Woodland Tires & Wheels, Splash of Color Auto Body & Paint, and Lopez Quality Auto Repair. Comfort Check Heating & Air is also located on East Street. Further north is Kenny's Bar & Grill and Olive Tree Plaza. Olive Tree Plaza's tenants include El Torito Meat Market, Punjab Food & Spice, Boost Mobile, Quality Auto Care, Five30 Tattoo, Olive Tree RV Storage, VC Upholstery, Valley Oak Veterinary Hospital, Panaderia Mana Mexican Bakery, Corona Window Tint, Upper Cut Barber Shop, Adazay Hair Salon, and Taqueria La Bombonera.





improvements, and the structure is sound. Our construction team has completed all necessary diligence and our plan includes the following:

**EXTERIOR:** Roof repairs, exterior paint, installation of compliant signage, addition of a bicycle rack, and ensuring all existing exterior site conditions are ADA compliant, making repairs as necessary.

**INTERIOR:** Demolition to include removing the wall separating the two suites, a reimagining of the back of house areas, restroom remodel to ensure existing facilities meet current ADA standards, framing to define the space according to the proposed floor plan, complete electrical and systems upgrade—MEP engineers have confirmed existing electrical and utility service is sufficient for proposed improvements— possible plumbing to bring existing conditions to code, drywall, flooring, low voltage systems, and fire and security upgrades consistent with those proposed in the safety and security plans. Addition of fixtures to include all cabinetry and furniture as depicted in concept renderings as well as accessories and staging.

The scope outlined above ensures that the existing space will be reimagined into a modern, state-of-the-art retail facility with finishes consistent with modern upscale retail developments. Further, here is a specific timeline by which the construction will occur as provided by our contractor:

#### WEEK 1:

Mobilization  
Demolition  
Concrete/saw cut  
Rough electrical  
Metal stud framing

#### WEEK 2:

Inspect underground utility  
Concrete pour back trench  
Framing inspection  
Security rough low voltage  
Rough electrical (walls)  
Rough mechanical  
Rough electrical inspection  
Insulate walls

#### WEEK 3:

Insulation inspection  
Sheetrock  
Nail inspection  
Tape sheetrock  
Door frame install  
Acoustical ceiling grid

#### WEEK 4:

Paint  
Glazing  
Finish electrical  
Finish security install  
Millwork  
Door install  
Finish mechanical  
Above grid inspection  
Drop ceiling tiles  
Point-of-sale and low voltage finish  
Concrete sealer  
Final inspections  
Punch walk  
Hand over  
Move in

#### WEEKS 5-6:

Held for contingency should other activities face delays

### 3. ODOR CONTROL

**Provide a detailed ventilation plan describing air treatment system, or other methods that will be implemented to prevent offensive odors generated from the storage of cannabis from being detected outside the building(s) on the site.**

Embarc Woodland is committed to mitigating and controlling any odors associated with our facility and will be responsive to the odor control requirements set forth in the applicable State and local regulations.

Embarc utilizes odor control devices and techniques to ensure that odors from cannabis are not detectable off-site. Appropriate air purification systems, air scrubbers, odor mitigation equipment, and charcoal filtration systems will be utilized to prevent the odor of cannabis from emanating beyond the walls of the premises.

Embarc's odor mitigation practices are intended to serve the following purposes:

- To ensure that air circulation resulting from Embarc retail operations does not impact our employees' health and welfare;
- To ensure that air circulation resulting from Embarc retail operations does not impact surrounding businesses and outdoor areas; and
- To ensure thoughtful operations that demonstrate a true commitment to the health and welfare of the City and its residents.

Through our leadership team's years of operating cannabis facilities across the country, and the lessons learned at our existing eight Embarc locations, we have developed industry-leading protocols and procedures to mitigate and eliminate any potentially offensive odors that could be detectable by the surrounding community.

Per Woodland regulations, Embarc prohibits employees from consuming cannabis within or outside our licensed facility and no cannabis will be stored or displayed in an area accessible to the general public or stored overnight outside of the building.

Our Odor Mitigation Plan will be approved by the applicable City authorities prior to operation. The system will consist of an exhaust air filtration system utilizing fans and active carbon filters to prevent internal odors from escaping the facility. Generally, this means exhaust air will be filtered through active carbon filtration and, where applicable, HEPA filters prior to exterior release. Systems will be regularly inspected and maintained in accordance with manufacturer specifications. Embarc creates response protocols to effectively address any odor complaints that may arise. It is our intention to resolve any complaints received from neighbors in a timely and satisfactory manner.

Our administrative controls have been field-tested and proven effective. Our General Manager will ensure all odor-producing activities are isolated and mitigated and will perform routine audits to

ensure that odor mitigation systems are working effectively and in good order. Each employee will be trained to ensure that all doors remain closed and odor-emitting activities are isolated. If an employee notices any equipment malfunction, they are required to immediately report the situation to the General Manager, who will develop a plan of action to repair or replace the equipment.

Odor mitigation practices are only as good as their implementation. Thus, this Odor Mitigation Plan seeks to be all-encompassing, focused not only on the mitigation of odors but also on the ongoing maintenance of best practices with clearly defined process ownership, community engagement, and communications protocols. It is this level of detail that ensures effective ongoing odor management is achieved. Embarc's Odor Mitigation Plan, detailed below, contemplates the following critical components:

**PHYSICAL INFRASTRUCTURE:** Embarc's approach to retail design contemplates the importance of physical infrastructure necessary to mitigate odors. Techniques and devices used to mitigate odor in our physical infrastructure plans are detailed in the Odor Control Devices & Techniques section below.

**BEST PRACTICES:** Embarc will employ industry-leading best practices to prevent odors from being generated and/or detected inside or outside the facility. Embarc will provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the business that is distinctive to its operation is not detected anywhere outside of the facility. Techniques and devices used in Embarc's odor mitigation best practices are detailed in the Odor Control Devices & Techniques section below.

**COMMUNITY ENGAGEMENT & RESPONSIVENESS:** Another important component of our odor control plan is community engagement and responsiveness. While our facility is designed to eliminate odors, we recognize that any new cannabis use, even if that use is not odor-generating, can result in questions and concerns from community members. Thus, a critical component of our plan is a robust community responsiveness protocol designed to be proactive in addressing community questions and diligent in responding to concerns. Information on our community engagement and responsiveness to community complaints regarding odor are outlined in Section E – 2. Proactive Steps to Avoid Becoming a Nuisance of this proposal.

**INTERNAL PROCESS OWNERSHIP:** As required by WMC 5.28.360.f., and as Embarc's retail management structure ensures, there is at least one Manager onsite during all working hours. All Managers and staff are trained extensively on SOPs, including the odor management protocols outlined in this proposal. Managers are responsible for ensuring any odor issues are resolved promptly and that the resolution is communicated effectively both internally and externally.

## Potential Sources of Odor

As cannabis is legalized across the country, significant research is being undertaken to better understand odor intensity at each point in the cannabis supply chain. These findings are integral to ensuring thoughtful air quality management best practices are in place specific to each point along the chain.

One example of the research driving the development of best practices can be seen in the City of Denver's Public Health and Environment Guide to reducing the impact of cannabis operations on air quality. Per this Guide, odor generation is typically associated with the cultivation and manufacturing of cannabis, as both processes are odor intensive and not with retail operations, given that all products arrive in their final packaged form. California law requires that all products arrive at a retail establishment fully processed, tested, packaged, and sealed in child-resistant packaging. Because all products arrive at Embarc retail facilities in their final packaged form, there are virtually no odors associated with this license type. Consequently, it is highly improbable that any onsite product will emit a strong odor. Nevertheless, this section contains a comprehensive plan designed to ensure odors are undetectable.

## Odor Control Devices & Techniques

Odor control devices and techniques will be incorporated in all aspects of our facility to ensure cannabis odors are not detectable. Embarc Woodland will provide an odor absorbing ventilation and exhaust system so that odor generated inside the property is not detected anywhere outside the facility, including the adjacent property or public rights of way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other area available for use by common tenants or the visiting public, or within any other unit located inside the same building as Embarc Woodland.

## Physical Infrastructure

Examples of the physical infrastructure that has been contemplated in the development of a proposed Odor Mitigation Plan for Embarc Woodland include, but are not limited to, the following:

- Reduced path of travel for deliveries of bulk cannabis goods, i.e. a reduced path of travel for distributor(s) to transport products from the distributor's vehicle to the Vendor Lobby.
- Installation of weather stripping on all doors and windows to prevent odor leakage.
- A sufficiently sized Secure Product Storage Room to allow for all (appropriately packaged and self-contained) product to be unpacked from bulk boxes within the Secure Product Storage Room to ensure interaction with cannabis products at a high volume are self-contained.



### Odor Mitigation Techniques

Embarc Woodland will implement the following odor mitigation strategies:

**NO ODOR-PRODUCING ACTIVITIES ONSITE:** Embarc will not be conducting any cultivation, testing, packaging, extraction, or distribution of cannabis, and no noxious fumes or gases will be released.

**CARBON CHARCOAL SCRUBBER:** Embarc will use a carbon charcoal scrubber to remove contaminants and impurities using chemical absorption, which will prevent odor from escaping the facility. Carbon charcoal scrubbers are an industry best practice for effectively neutralizing and mitigating odor from cannabis and other industries.

**AIR FILTRATION AND NEGATIVE AIR PRESSURE:** Our HVAC consultant will design our air system to maintain negative air pressure between the interior and exterior of the building. The HVAC consultant will follow industry standard procedures that are summarized here, based on a study conducted by the California Department of Health Services and the Lawrence Berkeley National Laboratory:

- Maintain the interior as depressurized relative to the exterior of the building. Our pressure differentials will be between -5 to -7 Pa (-0.02 to -0.03 in. w.c.). Because of this, exhaust efficiencies of at least 90% will be achieved.
- Air from the Retail Sales Area will be filtered and exhausted to the outside without recirculation to other occupied spaces.
- Increasing the ventilation rate will diminish the concentration of contaminants in any air that happens to leak from the Retail Sales Area to the other areas of the building.

We will work with our vendor, Pure N Natural Systems, to procure industry-leading technology to implement the negative air pressure system, including the use of the Clean Leaf System. This system captures VOCs, odors, and more. As the air flows through three stages of filtration, it is cleaned of odors.

**BIOFILTRATION:** As a component of Embarc's commitment to sustainability, we will utilize biofiltration as a component of our broader odor control plans, effectively enhancing odor control efforts. A recent NASA Clean Air Study identified biofiltration as a powerful tool in controlling odors. Using "living walls" and beneficial microbes, Embarc will be able to filter indoor pollutants and odors from the air in a completely sustainable way.

**ONSITE ODOR NEUTRALIZATION:** Embarc will utilize industry-leading odor neutralization gel to eliminate odors. Odor neutralizers are different from air fresheners as they are chemically compounded gels that bind to and absorb terpenes, thus eliminating the cannabis smell. By utilizing these products in the Secure Product Storage Room and Retail Sales Area, Embarc is adding another layer of odor mitigation.

**VENTILATION SYSTEM:** Our facility will be equipped with a ventilation system to maintain air quality and prevent any cannabis odor from leaving the premises. The ventilation system is designed to control the facility's environment, taking into consideration the square footage, quantity of cannabis products onsite, and any odor-emitting activities that occur. Every occupied space will be ventilated by natural or mechanical means in accordance with the International Mechanical Code, International Building Code, and National Fire Protection Association Code. Odor control equipment utilized at the facility will include responsible ventilation design and activated carbon filtration technology.

**VENTILATION INTAKE OPENING:** The location of air intake openings will comply with the International Mechanical Code. All intake fans will be equipped with UV and insect filters. Air intake openings that terminate outdoors will be protected with corrosion-resistant screens, louvers, or grilles. Openings in screens, louvers, and grilles will be sized in accordance with the International Mechanical Code and will be protected against local weather conditions. Outdoor air intake openings located in exterior walls will meet the provisions for exterior wall opening protective measures in accordance with the International Building Code.

**OUTDOOR AIR:** The minimum outdoor airflow rate will be determined in accordance with the International Mechanical Code. Ventilation supply systems will be designed to deliver the required rate of outdoor airflow to the breathing zone within each occupied space.

**AIR BALANCING:** The ventilation air distribution system will be provided with a means to adjust the system to achieve at least the minimum ventilation airflow rate, as required by the International Mechanical Code. Ventilation systems will be balanced by an approved method. Embarc will maintain air balancing reports in the Facility Maintenance Log.

**NEGATIVE AIR PRESSURE:** As detailed above, negative air pressure will always be maintained inside the building. We will accomplish this by compartmentalizing the facility and by utilizing negative pressure airlocks. Airtight functionality will create pressure differentials that alleviate the permeation and spread of odors. Furthermore, doors and windows will always remain closed, except for the minimum time required to allow people to enter and exit the building.

**EXHAUST OPENING PROTECTION:** Exhaust openings that terminate outdoors will be protected with corrosion-resistant screens, louvers, or grilles. Openings in screens, louvers, and grilles will be sized not less than ¼" and not larger than ½". Openings will be protected against weather conditions. Outdoor openings located in exterior walls will meet the provisions for exterior wall opening protective measures in accordance with the International Building Code.

**DUCT SYSTEMS:** The ducting systems used for the facility's heating, air-conditioning, ventilating, and exhaust systems will conform to the provisions of the International Mechanical Code and National Fire Protection Association Code 90A.

Ultimately, Embarc Woodland commits to utilizing the best available technology, devices, and techniques to eliminate odors and to effectively maintain these systems to maximize their efficacy.

### Staff Training Related to Odor

As part of operational training, the General Manager will train all employees on odor detection, mitigation, reporting, and general system maintenance as part of the pre-store opening training and on an ongoing basis throughout the lifetime of the business. Additionally, each new hire must complete an odor mitigation training curriculum prior to reporting to work. In addition to technical and procedural components, this curriculum includes de-escalation techniques for use in discussion with community members should odor rise to the level of concern. The General Manager will organize re-training on administrative and engineering activities for odor mitigation at least once a year or following any material change in odor mitigation equipment or policy.

Trainings will be conducted in person, using real world examples and hands-on learning activities. All Embarc Woodland employees will be trained on the company's specific administrative and engineering activities for odor mitigation, including but not limited to:

- Employee responsibilities;
- The importance of closing doors and windows;
- Recordkeeping;
- System design;
- Employee observation and reporting;
- Equipment cleaning;
- Ensuring exhaust and filtration systems are running as required;
- Equipment maintenance; and
- Equipment audits and checks.

Embarc will also hold refresher courses throughout the year to remind employees of best practices for odor mitigation. These refresher courses will be mandatory for all employees. During these trainings, Embarc will stress that odor mitigation is each employee's responsibility.

All employees will be trained to report any odors emitted or any discrepancies between our operations and our Odor Mitigation Plan. Embarc will also emphasize the fact that we are members of the Woodland community, and that each employee, therefore, has an obligation to monitor odors and make a positive impact on the neighborhood.

Embarc employee training practices have been proven successful at our existing dispensaries and this hands-on experience operating cannabis facilities has taken the guesswork out of developing

training protocols. To date, we have experienced no issues with odor management at our eight existing cannabis retail locations.

### System Maintenance

Because each location is different, there is no one-size-fits-all maintenance schedule for retail operations. Rather, a customized plan is created for each location by the President of Development, President of Retail Operations, Facilities Manager, General Manager, and construction team, encapsulating odor control as well as general facilities maintenance and management specific to the unique characteristics of the location.

The Development Team oversees system maintenance for all Embarc locations, bringing years of operational experience in cannabis and a variety of highly regulated industries. The operational excellence, including precise system maintenance protocols, exhibited at existing Embarc locations is a testament to this team's ability to approach system maintenance proactively and efficiently.

In accordance with all applicable municipal code requirements and regulations, Embarc's system maintenance plan will include detailed maintenance policies, procedures, and timelines for odor control. At the conclusion of a store buildout, the Development Team will schedule a building walkthrough with key members of the construction team to review all components of the facility, including the odor mitigation systems, as well as all warranty and maintenance information. This site inspection and transfer of warranty and other documentation is required of the general contractor before final payment is made and is kept in a binder on the premises.

Upon finalizing the documentation and handover from the construction team, the Development Team will then meet with the General Manager to review the binder in detail and develop a comprehensive, preventative maintenance schedule. During this meeting, the team will also identify all relevant contractors and service personnel and initiate contracts with them to ensure regular service. Embarc Woodland seeks to achieve 100% local service providers and will utilize the Chamber of Commerce membership guide as a starting point for identifying service providers locally.

To ensure employee accountability and equipment maintenance, Embarc will maintain equipment cleaning and maintenance records which will include, at a minimum, the following information:

- Manufacturer information;
- Date equipment was put into service;
- Date and time of cleaning or maintenance;
- Detailed description of cleaning or maintenance;
- Name of employee who cleaned or maintained equipment;
- Name of tradesperson, if applicable; and
- Date of required next service.

The General Manager will be responsible for creating and submitting a Monthly Odor Mitigation Report, and Embarc Woodland will maintain complete records that can be provided upon request.

**PLANNING COMMISSION  
RESOLUTION NO. PC 25-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF  
WOODLAND RECOMMENDING CITY COUNCIL APPROVE A CONDITIONAL  
USE PERMIT AND OPERATING AGREEMENT FOR A STOREFRONT RETAIL  
CANNABIS DISPENSARY AT 825 EAST STREET, SUITES 102-103 WITHIN THE  
CITY CORRIDOR MIXED USE – EAST STREET ZONE CONDITIONED UPON  
APPROVAL OF THE APPROPRIATE CANNABIS BUSINESS PERMIT AND THE  
RECOMMENDED CONDITIONS OF APPROVAL**

**WHEREAS**, On June 7, 2022, the City Council approved Ordinance no 1685 and 1686 to amend City Zoning and Municipal Code to enact regulations to allow the consideration and permitting of retail commercial cannabis uses as set forth in Woodland Municipal Code section 17.84.120 which allows for consideration of up to four (4) cannabis retail conditional use permits and Chapter 5.28 of the Municipal Code to incorporate retail commercial cannabis business and operational requirements for Cannabis Business Permits; and

**WHEREAS**, as set forth in Woodland Municipal Code section 17.84.120, proposed cannabis retailers are required to obtain a conditional use permit, subject to the recommendation of the Planning Commission and final approval of the City Council; and

**WHEREAS**, on February 27, 2023, the City issued a request for proposals, inviting interested parties to participate in the selection process for a Preliminary Cannabis Business Permit, which would authorize applicants to apply for a Retail Cannabis Conditional Use Permit and enter into Operating Agreement negotiations to establish a commercial cannabis business, and requiring that applications be submitted in person by 3:00 pm on April 5, 2023; and

**WHEREAS**, the City received a total of 12 proposals in response to the request for applications; and

**WHEREAS**, a Proposal Review Committee was formed, consisting of staff members from the Police, Finance, and Community Development Departments, as well as a representative from HdL, a consultant retained by the City for their subject matter expertise, to conduct a competitive selection process; and

**WHEREAS**, after an initial review of the proposals, the Proposal Review Committee met July, 2023 to interview 12 proposal teams for the Preliminary Cannabis Business Permit and subsequently awarded Preliminary Cannabis Business Permits to the top four applicants, making them eligible to apply for a Retail Cannabis Conditional Use Permit; and

**WHEREAS**, as required by the City of Woodland Municipal Code, the Proposal Review Committee gave particular consideration to each proposal's capacity, capitalization, security measures, and history, as well as the community benefits offered by the proposed commercial cannabis business, and also considered any other factors deemed necessary by the City to maintain and promote public health, safety, and general welfare; and

**WHEREAS**, the Proposal Review Committee ranked Embarc Woodland as 5 out of 12, with a score of 92.13%, and as the fifth-ranking applicant in that process, Embarc Woodland's application has been invited to advance to the next stage of review due to the recent withdrawal of an application by one of the top four selected applicants; and

**WHEREAS**, the City of Woodland Planning Commission hereby finds that the proposed cannabis retailer use to be located at 825 East Street, Suites 102-103 ("Site"), as set forth in Planning Application No. PLNG 24-00059 submitted by business applicant Embarc Woodland ("Applicant"), conforms to the requirements and intent of Chapter 17.84.120 of the Woodland Zoning Code regarding commercial cannabis uses and the City General Plan, and further that, under the circumstances of the particular case, the use will not constitute a nuisance or be detrimental to the public welfare of the community; and

**WHEREAS**, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the Planning Commission of the City of Woodland finds as follows:

- The project consists of minor alterations for interior tenant improvements to operate a cannabis business that requires specific spaces to conform with state and local regulations.
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

**WHEREAS**, a public notice describing the proposed cannabis conditional use permit was published in the Woodland Daily Democrat, a newspaper of general circulation, and mailed to property owners and property tenants within 600 feet of the project site; and, a highly visible site posting of four (4) feet by eight (8) feet was posted in a visible location on the project site for ten (10) days before the Planning Commission public hearing date; and

**WHEREAS**, the Planning Commission held a duly-noticed public hearing on January 16, 2025, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting.

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning Commission of the City of Woodland, based on facts in the staff report, written and oral testimony, and exhibits presented, hereby recommends to the Woodland City Council: (1) Approval of a Conditional Use Permit for a cannabis retail use located at 825 East Street, Suites 102-103, as set forth in Planning Application No. PLNG 24-00059, prepared by Embarc Woodland; and (4) Approval of an Operating Agreement between the City of Woodland and Embarc Woodland, as follows and based on the following findings:



**SECTION 1.** Recitals. The City of Woodland Planning Commission hereby adopts the above recitals as true and correct findings of the City of Woodland Planning Commission and incorporates them into this Resolution by this reference.

**SECTION 2.** Findings. In support of issuing a conditional use permit for the proposed cannabis retailer use to be located at 825 East Street, Suites 102-103, as set forth in Planning Application No. PLNG 24-00059, the City of Woodland Planning Commission hereby makes the following additional findings, pursuant to the requirements of Woodland Municipal Code (“WMC”) Section 17.100.100(H) and 17.84.120(c)(3):

- 1) The proposed use is consistent with the General Plan and Zoning Code, in that the use is conditionally permitted consistent with zoning and general plan requirements, and appropriate conditions to address potential concerns and impacts have been made part of the approval.
- 2) The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints.
- 3) The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and future land uses in the vicinity including transportation and service facilities.
- 4) Granting the Conditional Use Permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located. The proposed project is categorically exempt from further environmental review pursuant to CEQA section 15301 as the proposal involves operation, repair, maintenance, leasing and licensing of existing facilities.
- 5) The proposed use at the Site is subject to additional findings and considerations set forth in WMC section 17.84.120(3). The City of Woodland Planning Commission has considered all relevant evidence regarding the Site and the Applicant’s proposed use, and finds that Applicant’s proposed cannabis retailer use at the Site satisfies those considerations, as follows:
  - a) Pursuant to WMC section 17.84.120(3)(a), the City of Woodland Planning Commission has considered the type of proposed use by the Applicant. The proposed cannabis retailer will provide sales of cannabis and cannabis products. The City of Woodland Planning Commission finds that these goods and services will provide unique, currently unavailable, and varied goods and services to the community by the Applicant’s use at the proposed location.
  - b) Pursuant to WMC section 17.84.120(3)(b), the City of Woodland Planning Commission has considered all evidence and testimony relevant to the Applicant’s proposed use, and determines that the proposed use will not be detrimental to the health, safety and welfare of the community. The use is located in the Corridor Mixed Use East Street Zone and is not adjacent to sensitive uses, and therefore will not result in negative impacts on existing uses

in the area. The project is subject to approval of a conditional use permit, including conditions of approval incorporated into the project, and subject to local and state regulatory standards, licenses and permits, to ensure that the use will not be detrimental to the health, safety and welfare of the community. Applicant's failure to abide by those conditions of approval may result in permit revocation.

- c) Pursuant to WMC section 17.84.120(C)(3)(c), the City of Woodland Planning Commission finds that the proposed use would enhance the economic viability of the area in which it is proposed to be located because it will provide new goods and services not currently available to the surrounding area and will bring retail activity to the proposed location.
- d) Pursuant to WMC section 17.84.120(C)(3)(d), the City of Woodland Planning Commission finds that the Applicant has adequately addressed the potential community benefits of the use to offset potential adverse impacts. The City of Woodland Planning Commission has determined that these community benefits adequately offset any potential adverse impacts of the proposed use.
- e) Pursuant to WMC section 17.84.120(C)(3)(e), the City of Woodland Planning Commission has considered all evidence and testimony pertaining to Applicant's proposed use, including the extent of support or opposition to the proposed use and location from members of the community. No opposition to the proposed use or location was expressed by the community or the surrounding neighborhood.
- f) Pursuant to WMC section 17.84.120(C)(3)(f), the City of Woodland Planning Commission further finds that, based on other proposed locations considered concurrently with the Site, there will be no more than two (2) cannabis retailers located within a one thousand (1,000) radius of the Site at the time of this Resolution, except otherwise approved by City Council, which protects against an overconcentration of the type of proposed use and further protects the public health and safety.
- g) Pursuant to WMC section 17.84.120(C)(3)(g), and consistent with the above findings, the City of Woodland Planning Commission further finds that the proposed use would not lead to a further overconcentration of that particular type of premises in the area.
- h) Pursuant to WMC section 17.84.120(C)(3)(h), the City of Woodland Planning Commission has considered the Applicant's application, including the relevant background and history of the Applicant. Based on the information provided, the City of Woodland Planning Commission has determined that there are no prior problems or complaints pertaining to Applicant's operation of other businesses or cannabis operations on premises giving rise to public health, safety, and welfare concerns. The applicant has additionally operated retail cannabis businesses in other jurisdictions with no known problems or complaints.
- i) Pursuant to WMC section 17.84.120(C)(3)(i), the City of Woodland Planning Commission is not aware of a history or high prevalence of police or crime-related problems in the area of the Site giving rise to specific safety concerns.

- j) Pursuant to WMC section 17.84.120(C)(3)(j), the City of Woodland Planning Commission finds that the proposed use would enhance recreational or entertainment opportunities in the area.

In light of the above findings and considerations regarding the proposed use and location, the City of Woodland Planning Commission therefore finds that the conditional use conforms to the requirements and intent of WMC Chapter 17.84.120 regarding commercial cannabis uses and the City's General Plan, and that any conditions and requirements stipulated in Applicant's conditional use permit have been or will be met, and that the use will not constitute a nuisance or be detrimental to the public welfare of the community. These findings are further established and incorporated into the project approval, attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 3. Approval.** In accordance with the City of Woodland Planning Commission findings stated in Section 2 and Exhibit A of this Resolution, the City of Woodland Planning Commission hereby recommends that the City Council approve Planning Application Number PLNG 24-00059 for the issuance of a Retail Cannabis Conditional Use Permit to Embarc Woodland for the proposed cannabis retailer use at 825 East Street, Suites 102-103. The recommended approval and issuance of the conditional use permit is expressly conditioned on Applicant's continued compliance with all findings and conditions of approval specified in the Applicant's conditional use permit, Article 17.84.120 of the Woodland Zoning Code, Chapter 5.28 of the Woodland Municipal Code, and all other applicable local and state laws and regulations pertaining to commercial cannabis retailers. Nothing in this Resolution shall be deemed to waive the City's right to revoke Applicant's conditional use permit in the event Applicant violates any of the aforementioned conditions.

**PASSED AND ADOPTED,** by the Planning Commission of the City of Woodland at a regular meeting of the Planning Commission held on the 16<sup>th</sup> day of January 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Marco C. Lizarraga, Chairperson

ATTEST:

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Erika Bumgardner, Deputy Director of Community Development

Exhibit A – Conditions of Approval



**EXHIBIT A**

**Conditions of Approval  
PLNG 24- 00059**

**Address: 825 East Street, Suites 102-103  
Cannabis Business: Embarc Woodland**

**Conditions of Approval  
General Conditions**

- 1. Approval.** Planning Application # PLNG 24-00059, submitted by Applicant Embarc Woodland for the proposed cannabis business “Embarc Woodland” is approved to permit storefront and delivery retail sales of cannabis and cannabis products, and, in a building size of approximately 2,830 square feet located at 825 East Street, Suites 102-103 and with hours of operation of Monday – Sunday 9 am – 9 pm.
- 2. Substantial Conformance.** The use shall be implemented in substantial conformance with the Conditional Use Permit (Planning Application: PLNG 24-00059) as approved by the City Council, and subject to all applicable provisions of Woodland Municipal Code Section 5.28, Commercial Cannabis Business Permits, and Section 7.84.120, Commercial Cannabis Businesses, except as modified herein. Prior to issuance of a Cannabis Business Permit and, if applicable, Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the city. Changes in the use or an increase in the intensity or size of operation may require approval of a new use permit or a modification to the existing use permit.
- 3. Regulatory Permit.** The approval of the Conditional Use Permit and commencement of business operations shall be contingent upon the applicant submitting a Cannabis Business Permit application and all of the materials and documentation required by Woodland Municipal Code Chapter 5.28.180, Applications for Cannabis Business Permits, to the Community Development Director for review and approval. Applicants shall obtain and maintain at all times a valid Cannabis Business Permit including approval of an Operating Agreement, prior to occupancy of the building and continuing at all times that the business is in operation, including payment of all required fees for application review. The Cannabis Business Permit shall be timely renewed and maintained in accordance with the applicable procedures set forth in Woodland Municipal Code Chapter 5.28 as a condition of continuing the retailer use under the approved conditional use permit.

All requirements, terms and conditions of the Cannabis Business Permit, Operating Agreement, and applicable state license(s) shall be considered conditions of this conditional use permit. Failure to comply with all applicable state and local laws and ordinances, the Cannabis Business Permit, Operating Agreement, and/or applicable state license(s) shall be deemed a violation of the conditional use permit and may result in revocation of the use permit.

4. **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 or 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 defense of the matter by the City Attorney.
5. **Other Permits and Licenses.** The applicant shall obtain all other permits and licenses required by the City for the use, including a Cannabis Business Permit pursuant to Woodland Municipal Code Chapter 5.28, and any other City permits required for retail cannabis uses prior to occupancy of the building and operation of the business, and shall pay all required fees in the amount currently established as applicable, or in the amount to be adopted by City Council. All cannabis businesses must, prior to establishing and operating any such cannabis business, obtain and maintain at all times a valid license issued by the State, as may be applicable, and any other applicable local or regulatory licenses.
6. **Building and Fire Requirements.** Prior to occupancy and/or issuance of a Cannabis Business Permit, applicant shall comply with all applicable Building and Fire requirements to the satisfaction of the Building Official and the Fire Marshall. The applicant shall obtain all necessary and appropriate permits for the project prior to occupancy, including but not limited to building and encroachment permits, and pay all required fees.
7. **Runs with the Land.** The terms and conditions of approval of the conditional use permit shall run with the land, and shall be binding upon and be to the benefit of the heirs, legal representatives, successors, and assignees of the property owner. Where a conditional use has abandoned the site or has ceased activity for a period of six (6) months, expressly including due to the failure to obtain or maintain other necessary regulatory licenses and permits to operate the business, the approved conditional use permit may be subject to revocation for non-use. Under these circumstances, and if such non-use results in revocation of the conditional use, a new application for a conditional use permit must be processed per the requirements of the City's then-existing zoning ordinance.
8. **Permit Expiration.** The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Woodland Municipal Code Section 17.96.130, Expiration and Extension). A permit for use of a building or a property is exercised when a valid City business license, Cannabis Business Permit, and all necessary permits have been issued, and the permitted use has commenced on the site in accordance with applicable conditions of approval contained herein.
9. **Other Applicable Requirements.** The project approval is subject to all applicable requirements of the Federal, State, City of Woodland and any other affected governmental agencies. Approval of this request shall not waive compliance with all sections of the Municipal Code, all other applicable Federal, State and City Ordinances, and applicable Community or Specific Plans or Design Guidelines in effect at the time of building permit issuance. The duty of inquiry as to such requirements shall be upon the applicant.
10. **Compliance with Conditions.** Prior to any use of the project site, all Conditions of Approval shall be completed to the satisfaction of the Community Development, Police, and Fire Departments. In the

event that any of the conditions of this permit are not satisfied, the Community Development Director may request a public hearing be set before the Planning Commission to determine whether the Conditional Use Permit should be revoked. Additionally, upon showing of a compelling public necessity demonstrated at a noticed public hearing, the City of Woodland, acting through the appropriate entity, may add, amend, or delete conditions of this permit.

- 11. Violations.** Upon receipt of a Cannabis Business Permit the applicant shall be subject to provisions relating to violations contained in Municipal Code Section 5.28.090, or as may be amended.
- 12. Environmental Recording Fee.** Applicant shall provide the Community Development Department with a check for the sum of \$50 made out to Yolo County to record the CEQA environmental document (Notice of Exemption) with the County.
- 13. Applicant's Responsibility to Inform.** The applicant shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in 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.

### ***Planning Conditions***

- 14. Education.** The cannabis retailer shall provide information or disclaimers to all customers regarding the effects of cannabis consumption and legal consequences of consumption or possession under federal law, in a form approved by the City.
- 15. Parking.** The project shall provide and maintain the number of on-site parking spaces consistent with the requirements of Section 17.68 of the Woodland Municipal Code, based on gross square footage of retail use, consistent with City standards unless otherwise approved by the Community Development Director.
- 16. Bicycle Parking.** The project shall provide bicycle parking, consistent with the requirements of Section 17.68.070 of the Woodland Municipal Code. The location of the racks and locking mechanism details shall be subject to review and approval by the Community Development Department prior to issuance of permits. Bicycle parking shall be installed prior to occupancy.
- 17. Signage.** Signage shall require a Sign Permit subject to approval by the Community Development Department in compliance with Woodland Municipal Code Section 17.100.140, Sign Permits – Permanent Signs, and may require a Building permit prior to installation.
- 18. Trash Maintenance.** The site shall be kept free of trash or debris at all times. Graffiti or any other type of vandalism shall be removed or otherwise remediated within 72 hours of occurrence.
- 19. Landscape.** All existing landscape planter areas shall be maintained per City Standards. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.

20. A storefront cannabis dispensary permittee shall not allow cannabis, cannabis products, or cannabis accessories on the dispensary site to be visible from the public right of way, the unsecured areas surrounding the buildings on the site, or the site's main entrance and lobby.
21. No storefront cannabis dispensary shall grow or cultivate cannabis, except for immature nursery stock cannabis plants, on the dispensary site.

### ***Building Conditions***

The following comments are from the City of Woodland Building Division and are applicable to the referenced project:

22. This project must meet all criteria and mandates for these City adopted codes or the most current code:
  - A. 2022 California Building Code
  - B. 2022 California Plumbing Code
  - C. 2022 California Mechanical Code
  - D. 2022 California Electrical Code
  - E. 2022 Building Energy Efficiency Standards
  - F. 2022 California Green Building Code
  - G. The Code of the City of Woodland
23. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
24. Recycle plan is required at time of permit issuance along with a \$1000 deposit.
25. Prior to any demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
26. 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.
27. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
28. 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.

### ***Fire Conditions***

The following comments are from the City of Woodland Fire Department and are applicable to the referenced project:

29. Project Condition. Prior to permit approval to install gates or barriers: The installation of perimeter fencing, gates, or obstacles that obstruct fire apparatus access roads shall require a separate plan submittal, review, and approval by the Woodland Fire Department prior to installation.

30. Advisory: An operational permit for a Cannabis dispensary will be required. The permit(s) will cost \$342.00 and be billed at the time of the fire inspection.
31. Advisory: Addressing and suite numbers shall be readily visible, contrasting in color to the background.
32. Project Condition. Prior to permit approval: Tennant improvement plans shall be submitted to the City of Woodland Building and Fire Department for review and approval due to the interior remodel of the space.
33. Advisory: Please be aware that, at a minimum or as applicable, the following items will be inspected, tested, or reviewed at the time of inspection.
  - Existing exit signs and emergency lighting shall be in good working order and capable of supplying illumination for not less than 90 mins. Testing records are required. Test to be conducted at fire inspection.
  - New and existing fire extinguishers shall be current and labeled with a State Fire Marshal-approved service label.
  - Existing exits, exit doors, and door hardware are not obstructed, are in good working order, and shall meet the minimum requirements of the CFC.
  - Housekeeping shall be orderly, and storage shall be stored in an approved manner per the CFC.
  - All electrical and cords shall comply with the CFC.
  - All electrical panels shall have a minimum 36-inch clearance before the panel.
  - Verify that the address and suite numbers are visible from the assigned street.
  - Verify fire lanes are marked.
  - Verify all landscaping is three feet away from fire department equipment.
  - Verify that fire department equipment is painted, marked, labeled, and secured as applicable.
  - Existing walls and ceilings are free from holes that would lead to fire extension.
  - Verify Knox Box keys.

### ***Police Conditions***

The following comments are from the City of Woodland Police Department and are applicable to the referenced project:

34. Security personnel shall be on site twenty-four hours a day or alternative security as authorized by the city manager or his/her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his/her designee (s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the chief of police.
35. Security Plan. Prior to issuance of a Business Cannabis Permit, applicant shall submit a final Security Plan and Lighting Plan pursuant to Woodland Municipal Code Section 5.28.260, Cannabis Business Site Security, for review and approval by the Police Chief and Community Development Director. Photometric data may be required to indicate that parking and public areas are equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include

the entire paved area or public/employee exterior access ways. Photometric data must also confirm the absence of “hot spots” or areas of ten (10) foot-candle of illumination per square foot or more.

***Engineering and Public Works Conditions***

The following comments are from the City of Woodland Engineering Division and Public Works Department and are applicable to the referenced project:

**General Conditions**

36. Install sewer cleanout on existing sewer lateral located on E. Gum Avenue.
37. Install backflow protection devices on existing water service located on E. Gum Avenue for the property. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy.



Canada, Mexico and municipalities throughout California. Dustin is regarded as a subject matter expert whose advice and experience are sought by both the private and public sectors nationally and internationally. Dustin worked with Canada to develop their testing regulations and served as an advisor to the Mexican Senate in the development of Mexico's legalization legislation. He has served as Executive Director and Board Member of the International Cannabis Farmers Association and is a member of the State of California's Track-and-Trace Advisory Committee.

True to the intent of Prop. 64, Dustin specializes in policy development that prioritizes public health and safety. After nearly five years of cannabis policy development, Dustin became a founding partner at Axiom Advisors, the State's leading strategic consulting firm providing business and compliance services to professional cannabis associations, cannabis manufacturers, distributors, testing labs and retailers. The firm is responsible for managing compliance for more than 200 commercial cannabis license holders in California, including over three million square feet of licensed cultivation. Dustin is a highly regarded subject matter expert at countless cannabis events, panels, discussions, and conferences across the country.

Dustin's activism and volunteerism are a testament to values he believes are foundational to the spirit of the industry, starting when Dustin was engaged to assist in the drafting and passage of Proposition 64. Proposition 64 represents one of the largest systematic efforts in history to address the wrongs of the failed War on Drugs on low-income communities and communities of color. Proposition 64 enacted meaningful sentencing reform to expunge records for cannabis offenses and to provide significant funding for communities most harmed—a testament to his commitment to social equity.

Another critical component of creating equity in the industry is to ensure that small farmers do not get left behind. Dustin served as the volunteer Executive Director of the International Cannabis Farmers Association; a Northern California-based advocacy organization focused on creating equitable opportunity for California's small farmers. Finally, given his father has been a medical patient for decades, Dustin serves on the State of California's Track-and-Trace Advisory Committee, ensuring that only safe, tested products are available in the legal market.

Alongside Lauren Carpenter, Dustin co-founded Embarc Events, the leading concessionaire responsible for integrating onsite cannabis sales and consumption into live events. Dustin helps ensure cannabis is integrated into these events with no negative impacts on public health and safety.

### Leadership & Key Team Members

Although the prompt specifically asks for the experience of owners of the business, it is important to briefly touch on the robust corporate infrastructure that developed and continues to refine tools,

processes, procedures, and resources for our Embarc retail teams. Embarc's team plays an important role in ensuring our local teams have the support and accountability they need to run the day-to-day components of the business. As such, and in deference to spatial constraints, brief resumes for key corporate infrastructure are included below.

#### **Jason Pitts – President of Retail Operations**

##### **Decades-Long Operational Leader with a Laser Focus on Scaling Retail and Driving Results**

5 Years of Cannabis Experience

- 20 years of national and international experience in supply chain and operations with established global brands and start-up companies in emerging industries
- Served as Vice President of Buying and Inventory Management at HERBL Solutions, California's largest full-service cannabis distributor, where he was responsible for managing an annual inventory budget of over \$300 million across 30+ brand partners.
- Created and led HERBL's retail solutions division, providing inventory management, assortment planning, business analysis, and space planning consulting services to licensed cannabis retailers.
- Within eight months, grew HERBL's retail solutions division from an idea to 32 operational retail locations.
- As President of Retail Operations at Embarc, oversees nearly 150 retail employees and drives results through his expertise in retail solutions and inventory management.

#### **Eric Lightman – General Counsel**

##### **Prolific Legal and Strategic Leader with Retail Cannabis Experience Scale**

5 Years of Cannabis Experience

- Serves as General Counsel for Embarc's growing footprint.
- Served as Vice President of Legal and General Counsel at the Shryne Group ("STIIIZY") where he developed and scaled legal, operational, and risk management infrastructure for one of the nation's leading cannabis brands.
- Brings a track record of hands-on leadership, in-the-trenches development, and sound business strategy through scale to Embarc, where he oversees legal, risk management, and regulatory affairs in much the same capacity.
- Developed and scaled legal, operational, and risk management infrastructure for one of the nation's leading cannabis brands as Vice President of Legal and General Counsel at the Shryne Group ("STIIIZY").
- Supported the growth of Shryne from a single store in Los Angeles to the largest vertically integrated cannabis company in California with 20+ stores, 100+ cultivation licenses, and a staff of nearly 3,000 employees.
- Oversaw legal, risk management, and regulatory affairs for Shryne, including day-to-day operations, social equity pro-

grams, regulatory and compliance, licensure, community benefits and outreach, risk management, mergers and acquisitions, financing transactions, in and out of state expansion efforts, real estate financing, litigation, and business development.

### **Courtney Zalewski – President of Brand & Marketing**

#### **Industry-Leading Brand Builder with Responsible Cannabis Marketing Expertise**

9 Years of Cannabis Experience

- President of Brand and Marketing at Embarc overseeing all brand initiatives and marketing for its eight retail cannabis locations.
- Co-founder and managing partner of The Cannabis Café, the nation's first fully licensed cannabis consumption space and restaurant, overseeing all aspects of the business from capital fundraising, build-out, design, and day-to-day operations.
- Developed comprehensive SOPs for sales and consumption, ensuring the Cannabis Café operated smoothly, compliantly, and profitably.
- Former Vice President of Product and Design at Lowell Herb Co., one of California's most recognized cannabis brands, responsible for managing and executing all aspects of the brand, including marketing, branding, packaging, and product development based on sales data and industry trends.
- Co-founder and owner of a creative studio dedicated to the cannabis industry, working with several top-selling brands in the State and the country, advising on brand development, strategy, marketing, packaging, and product development.

### **Terri Gilles – President of Development**

#### **A Proven Builder of Dispensaries, Teams, Cultures, and Communities**

5 Years of Cannabis Experience

- As President of Development at Embarc, Terri oversees the development and execution of all Embarc dispensaries.
- With two decades of experience in high-growth start-up companies ranging from sports to technology to cannabis, Terri brings a proven track record in developing and maximizing operations and efficiency.
- Prior to Embarc, Terri served as Chief Operating Officer at Sweet Flower, a Los Angeles-based cannabis retailer, where she transitioned the company from aspirational to operational, hiring and managing leadership and retail teams, and building operational processes.
- Terri's expertise in physical buildouts, team building, and company growth has made her a valuable asset to Embarc, where she joined in its earliest days to build the company's physical, operational, and cultural infrastructure.

### **Kevin Schmidt – Head of Regulatory Affairs**

10 Years of Cannabis Policy Experience &

5+ Years of Cannabis Operational Experience

- Kevin Schmidt is a fourth-generation public servant, equipped with the institutional knowledge required to navigate California's complex political and regulatory landscape.
- Served for five years as Policy Director for then-Lieutenant Governor Gavin Newsom, spearheading the Blue Ribbon Commission on Cannabis and serving as a senior advisor to the Proposition 64 campaign.
- Founding partner of Axiom Advisors, the leading cannabis compliance, regulatory, and political consulting firm in California.
- Developed deep relationships within the cannabis industry and California government, critical to his role as Head of Regulatory Affairs for Embarc.

### **Devon Wardlow – Vice President of Public Affairs**

5 Years of Cannabis Experience

- Brings over a decade of public affairs experience at federal and local levels to her role at Embarc.
- Served in the Obama Administration's White House Business Council and advanced technology policy with Facebook and Lyft.
- Expertise in navigating complex regulatory, policy, and community impacts and opportunities related to emerging industries.
- Served as Director of Public Affairs for Coastal Dispensary, leading the company's political and expansion strategies throughout California's cannabis industry.
- Committed community steward, serving as a Santa Barbara City Planning Commissioner and active volunteer for various political and philanthropic causes in the region.

### **Alex Mazza – Vice President of Finance**

4+ Years of Cannabis Experience

- Brings years of experience as an executive specializing in leading high-growth cannabis organizations.
- Former Vice President of Strategy and Planning at Lowell Farms, one of California's top cannabis brands.
- Developed and executed strategic growth initiatives for Lowell Farms, including the expansion of retail operations, product line expansion, and market penetration.
- Served as Director of Corporate Development at Acreage Holdings, overseeing a portfolio of cannabis cultivation, processing, and retail operations businesses.
- Expert in navigating the complex regulatory and financial landscape of the cannabis industry to achieve success and profitability.



### Ivy Merriman – Director of Partnerships & Procurement

10 Years of Cannabis Experience

- Brings over a decade of operational experience and leadership as a subject matter expert in California's cannabis industry.
- Expertise includes operational management, product procurement, marketing and promotional activities, retail merchandising, inventory management, and compliance and regulations.
- Previously worked for cannabis brands Brite Labs, Friendly Farms, and Urbana.
- Has led sales teams, conducted staff education, implemented strategic sales systems, and maintained quality control.
- Unparalleled knowledge and network across California's cannabis industry, ensuring best practices and compliance are at the forefront of Embarc's operations.

### Cannabis Permits

Below is a list of Embarc's active licenses, all obtained post-legalization:

| License Number    | License Type                                                                    |
|-------------------|---------------------------------------------------------------------------------|
| C10-0000695-LIC   | DCC: Cannabis – Retailer License (Embarc Tahoe)                                 |
| C10-0000774-LIC   | DCC: Cannabis – Retailer License (Embarc Alameda)                               |
| C10-0000786-LIC   | DCC: Cannabis – Retailer License (Embarc Martinez)                              |
| C10-0000939-LIC   | DCC: Cannabis – Retailer License (Embarc Fairfield)                             |
| C10-0001096-LIC   | DCC: Cannabis – Retailer License (Embarc Fresno)                                |
| C10-0001168-LIC   | DCC: Cannabis – Retailer License (Embarc Sacramento)                            |
| C10-0001213-LIC   | DCC: Cannabis – Retailer License (Embarc Redwood City)                          |
| C10-0001236-LIC   | DCC: Cannabis – Retailer License (Embarc Chico)                                 |
| TBD               | Awarded by City of Tracy; Entitlement Complete – Awaiting Building Permit       |
| TBD               | Awarded by County of El Dorado; Entitlement Complete – Awaiting Building Permit |
| TBD               | Awarded by Contra Costa County; In Entitlement/Development                      |
| TBD               | Awarded by City of Hanford; In Entitlement/Development                          |
| TBD               | Awarded by City of Fresno; In Entitlement/Development                           |
| TBD               | Selected by City of Ventura; Awaiting Closure of Appeal Period                  |
| CEO14-0000067-LIC | DCC – Event Organizer License                                                   |

## 2. PROFESSIONAL CERTIFICATIONS OR FORMAL TRAINING

**Describe any professional certifications and/or formal training of the owners, managers or staff involved in the day-to-day operations and/or oversight of the proposed cannabis business.**

The Embarc Woodland team boasts diverse backgrounds of education, certifications, and training, all contributing to the success of this endeavor. Below, we have provided descriptions of the degrees, certifications, and training held by the owners and select leadership team members who will oversee the day-to-day operations of the proposed business.

### LAUREN CARPENTER – OWNER & CHIEF EXECUTIVE OFFICER

Lauren holds a Bachelor of Public Policy and History degree from the University of California Santa Barbara. She is also certified to use California's state track-and-trace system (CCTT-Metric), which is used to track commercial cannabis activity and movement across the distribution chain ("seed-to-sale"). Lauren has also completed leadership courses from Harvard Business School, including Identifying Competitive Risk and Designing Organizational Structure.

### DUSTIN MOORE – OWNER & CHIEF COMPLIANCE OFFICER

Dustin holds a Bachelor of Science degree in Political Science from the University of California Santa Cruz. He also completed Public Policy coursework at the University of Southern California, Price School of Public Policy in Sacramento. In addition to being a member of California's Track-and-Trace Advisory Committee, Dustin is CCTT-Metric certified. During his time working for the California State Legislature, he completed an ethics training course, which teaches the ethical standards required of any individual who works in state or local government.

### JIM HILLIARD – LOCAL OWNER & CHAIR OF COMMUNITY ADVISORY BOARD

Jim completed high school at Davis High School in Davis, California. He completed general education courses at American River Junior College in Sacramento and then went on to study at California State University, Sacramento. Jim holds a Bachelor of Arts degree in Business Administration from National University. Jim has also completed coursework to earn his California insurance agent's license.

### JOSH HILLIARD – LOCAL OWNER & COMMUNITY DESIGNEE

Josh graduated from Woodland High School and went on to complete the Yuba College Fire Academy program. Over the past 25 years, he has attended multiple colleges, including Butte College, ultimately completing approximately 40 courses focused on the study of Fire Science. A comprehensive list of these credentials can be provided upon request. He holds certifications from the California State Fire Training (SFT) program, which is overseen by the Office of the State Fire Marshal. His certifications include Company Officer, Fire and Emergency Services Instructor, Hazardous

Materials Specialist, Fire Fighter Survival, and Rapid Intervention Crew Operations.

#### JASON PITTS - PRESIDENT OF RETAIL OPERATIONS

Jason holds a Master of Business Administration degree in Supply Chain Management & Marketing from the Michigan State University, Eli Broad College of Business and a Bachelor of Arts degree in Comparative Literature from the University of California, Davis. He was previously a Certified Professional Forecaster (CPF), a credential awarded to individuals who have completed a certified program covering sales and operations planning, how to create more accurate forecasts with the necessary tools and approaches, and how to advance an organization's performance with better planning.

#### DEVON WARDLOW - VICE PRESIDENT OF PUBLIC AFFAIRS

Devon received her Bachelor of Arts degree in Political Science at the University of California Santa Barbara. She also completed the Summer Tuck Business Bridge Program at Dartmouth College and her Master's Thesis at the Rothberg International School at the Hebrew University of Jerusalem.

### 3. CANNABIS INDUSTRY KNOWLEDGE

**Describe your overall knowledge of the cannabis industry, including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Woodland.**

While many of today's cannabis operators have participated in the regulatory development process either through lobbying or by providing public comment during the State's development of regulations, no team brings our unique combination of regulatory expertise in setting the foundation for legalization, writing and passing the law that legalized cannabis, and then working collaboratively with State agencies and local governments to ultimately further define and implement adult use cannabis in California. After undertaking this policy development, team members then spent approximately two years founding, operating, leading, managing, and advising dozens of licensed commercial cannabis businesses to gain lessons learned from these first movers. Embarc was born out of these collective experiences and continues to be optimized and professionalized through our team's deep bench of traditional business experience. It is this combination that makes our team uniquely equipped to operate effectively in today's market.



#### Legalized Adult Use

Embarc's team members helped architect California's legal cannabis marketplace. Highlights of this experience include:

- Worked for then-Lieutenant Governor Gavin Newsom during the policy development of the Blue-Ribbon Commission on Cannabis, which led to the creation of Proposition 64;
- Assisted in the drafting and managed the passage of Proposition 64, The Adult Use of Marijuana Act, which legalized cannabis in California;
- Developed and continue to shape the laws and regulations for cannabis in California;
- Advises local, State, and national governments on the development of cannabis regulations, including cities throughout California, and the countries of Canada and Mexico;
- Manages the compliance for over 200 cannabis licenses statewide including more than a million square feet of licensed cultivation; and
- Serve on Boards, Commissions, and Committees regarding responsible cannabis, including California's Track-and-Trace Advisory Committee.



#### Lessons Learned

Embarc was built on a foundation of real-life experience. Through operating our own businesses and helping dozens of cannabis companies navigate within the regulatory framework we created, our team has a lifetime of lessons learned. Highlights of this experience include:

- Former COO and CSO for fast growing retailer in Los Angeles;
- Former executives responsible for government, public, community, and regulatory affairs for some of the largest vertically integrated cannabis companies in the world;
- One of the most prolific brand builders in the cannabis industry, responsible for developing one of the State's top selling brands and executing the first legal consumption café in the country;
- Highly experienced supply chain executive with over 20 years of experience working with well-known global brands and startups in emerging industries, including California's leading cannabis supply chain distribution company; and
- Former law enforcement officer currently under contract with the cities of Dixon and Benicia Police Departments, training city staff, police, and code enforcement personnel on cannabis regulations, crime prevention strategies, crime prevention through environmental design (CPTED), and assisting with facility design review, security plan review, and both site and compliance inspections.